CAPITAL PLANNING AND DEVELOPMENT MANUAL
INDEX

FACILITIES CAPITAL PLANNING AND DEVELOPMENT

Development and Administration Process

The Community College System of New Hampshire (CCSNH) encourages faculty, staff and administrators to review the process for Facilities Capital Improvement Projects.

Capital Planning and Development Policy and Procedure Manual

The CCSNH Capital Planning and Development Office has developed a Capital Planning and Development Policy and Procedure Manual to provide guidance with respect to the system’s policies and procedures related to the Facilities Capital Planning and Development proposal process and administration responsibilities.

- Chapter 1 Introduction: Purpose and organization of the manual.
- Chapter 2: Mission Statement: The mission of the department of Capital Planning and Development
- Chapter 3: Planning and Master Planning: Facilities Master Planning Process
- Chapter 4: Capital Budget Process: The State Capital Budget Process
- Chapter 5: Project Design and Construction: Contains general design and construction policy
- Chapter 6: Building and Fire Code Policy: The Building Code is enforced to insure public safety, health, and welfare in the built environment
- Chapter 7: Project Delivery Methods: The Community College System of New Hampshire intends to make the best and most cost-effective use of construction funding and to build high quality facilities respective to functionality and appearance. Regardless of the delivery system, the CCSNH awards design contracts through a qualifications based process and awards construction contracts to the lowest, most responsive, most responsible bidder or bidders based on pre-established criteria
- Chapter 8: Competitive Bid (Design-Bid-Build) Project Delivery Method: This chapter outlines the procedure for design and construction procurement using the Competitive Bid project delivery method
• Chapter 9: Design Build Project Delivery Method. This chapter outlines the procedure and construction using the Design-Build project delivery method.

• Chapter 10: Construction Manager at Risk Project Delivery. This chapter outlines the procedure for design and construction procurement using the Construction Manager at Risk (CMR) project delivery method. Criteria to be considered in determined if a project is a good candidate for construction management at risk are outlined in Chapter 8.

• Chapter 11: Glossary and Definition of Terms

• Chapter 12: Links to CCSNH SysNet, CCSNH policies, and Federal websites

Forms

• Exhibit A: College & Capital Planning and Development Project Narrative Form

• Exhibit B: Own Forces Facility Alteration and /or Renovations

• Exhibit C: Executive Order 2016-3 Energy Use Reduction

• Exhibit D: State Building Permit System Instructions

• Exhibit E: State Building Permit Application
Chapter 1: Introduction

The Department of Capital Planning and Development has developed this manual to guide the CCSNH in identifying and administering facilities projects funded by capital and critical maintenance, donations, loans and leases, operating funds, grants (state and federal) funds, state funds for renovations and/or new construction opportunities. It is designed to serve as a reference on system policies and procedures regarding capital planning and development projects process and administration.
Chapter 2: Mission Statement:

CCSNH Mission
Our purpose is to provide residents with affordable, accessible education and training that aligns with the needs of New Hampshire’s businesses and communities, delivered through an innovative, efficient, and collaborative system of colleges. CCSNH is dedicated to the educational, professional, and personal success of its students; a skilled workforce for our state’s businesses; and a strong New Hampshire economy.

CCSNH Vision
65 by 25: To maintain New Hampshire’s positive economic indicators, including low unemployment and high per capita income, NH will need 65 percent of adults with education beyond high school. CCSNH is committed to achieving this vision by 2025.

MISSION STATEMENT FOR THE OFFICE OF CAPITAL PLANNING AND DEVELOPMENT

The mission of the department of Capital Planning and Development is to support the CCSNH colleges and the system administrative office in the development and administration of facility construction and critical maintenance opportunities that forward the vision, mission and strategic initiatives of the CCSNH.

CAPITAL INVESTMENTS ARE DESIGNED TO:
- Address critical maintenance needs that preserve and maintain current physical assets of the CCSNH. Priorities also include work required by NH Fire Marshal, energy improvements, safety-related projects, and other projects essential to maintain facilities.
- Invest in essential IT assets and software system upgrades focused on academic and student service, efficiencies and infrastructure modernization.
- Meet critical workforce/employer needs in HVAC, technical building trades, computer science/information technology, science and other STEM programs.
- Invest in career programs to keep pace with industry need
- Improve retention and completion by investing in student advising, tutoring and other student service spaces, including, for example, "one-stops."
Chapter 3: Planning/Master Planning

1) Planning & Programming Study
   a) A Program Planning Study (PPS) is a document which describes and systematically justifies the need for improved or expanded facilities; evaluates alternative solutions; and prescribes a strategy for implementing a recommended solution in the context of each college's academic (master) plan and physical development plan. It should clearly demonstrate how the recommended solution will address both qualitative and quantitative deficiencies identified for a particular program.
   b) The PPS serves four very important functions:
      i) It provides a guide for further planning, design, and development;
      ii) It provides the foundation for project objectives, scope, and budget, as a basis for agreements between the College, System Administration, Board of Trustees (BOT) and external agencies, including the Board of Education, State Legislature, and the Governor's Office;
      iii) It permits objective evaluation of the relative needs for capital investment and facilitates prioritization of projects as a part of the capital budgeting process;
      iv) As part of the College's capital budgeting process, it provides supporting material for the condensed information required for the proposed project in the College's "immediate" capital budget cycle.
   c) A PPS should be completed for any project included on the College Capital Plan, prior to seeking Project Approval, or for any project seeking State funding.
   d) A PPS shall include the following:
      i) Academic Program and Space Allocation Plan - Provide background information on the college academic plan and Physical Development Plan as it relates to a specific academic program(s). This information, drawn from historical perspectives as well as recent experience and future trends, should clearly describe the program requirements.
         (1) To facilitate a comparative analysis of each project and to allow for the evaluation of current capacity and projected costs, information provided in this section should include the following detail:
            (a) Summarize the program's current mission statement and its relationship to the academic plan. Indicate projected growth in overall credit hour enrollment of the particular program, as well as all teaching loads in support of other programs. Explain the assumptions which support the projections used. These may relate to anticipated demand for skills, local or national job market, age or type of population being served, etc. Projections should include 5, 10, and 15 year horizons.
            (b) Compile information related to current space assignments from the Community College System of New Hampshire's Facilities Inventory. Show current assignments by type of space and location. Point out any qualitative issues related to existing assignments that support the need for the proposed project.
            (c) Determine space needs based on current and projected enrollment and staffing levels using college space guidelines or nationally recognized standards.
(d) Provide a narrative explaining parameters used in analyses relative to day vs. night usage, credit hour to contact hour conversions, faculty participation in research, student office policies, etc. Show calculations used to determine space needs.

ii) **Project Definition** - Provide a comprehensive evaluation of alternate solutions to the needs identified in the previous section. This analysis should include the short and long-range implications to both the program and the Physical Development Plan, as well as operational and life cycle costs.

iii) **Project Justification** - Describe the benefits of the proposed project as it relates to improving the quality, availability, and support of the academic program(s) affected. Include as much of the following information as appropriate:

1. Indicate how this project meets the need for space as documented above. Provide a detailed summary of special facilities, the programs/activities that will occur in the space, including any proposed non-College funded activities and facilities available for college-wide use.
2. Outline the capacity of the facility in terms of program needs over time. Identify requirements for future expansion and describe the flexibility built into the proposed facility to accommodate future program changes.
3. Describe how the new or renovated facility impacts other programs. Identify programs that will occupy the vacated space or programs that will be temporarily assigned to some of the new or renovated space until the primary program grows into the space.
4. Illustrate cost/benefit analysis of the project related to energy conservation, operational costs, utility costs, etc.
5. Describe the consequences to the academic, research, or service mission of the program if the project is not accomplished according to the proposed schedule. Describe default plans, if any.

iv) **Project Description** - Provide a narrative which describes the site, building size, and any special features which will assist in supporting the project. Include as much of the following information as appropriate:

1. Describe and illustrate the selected site and explain the benefits and relationship to the college Physical Development Plan. Point out any special site development goals that will be accomplished.
2. Provide a summary of the existing and proposed space programs for the total project (i.e. classroom, laboratories, offices, etc.). Indicate any changes in space type or assignments of existing facilities. Identify the planned efficiency ratio of the facility such as net assignable square feet to gross square feet.
3. Describe the type of construction anticipated and any special construction requirements of the facility.

v) **Project Costs and Schedule** - Provide a summary of cost projections and the assumptions on which they are based. Identify costs for architectural and engineering requirements by major building component (i.e. structural shell, electrical, HVAC, plumbing, etc.). Include estimated costs for furniture, fixtures, movable equipment, landscaping, and project management/administration, as part of the total project budget.

vi) **Funding Strategy** - Describe anticipated sources of funding including the suggested state capital funding. Indicate anticipated strategy and schedule for acquiring non-state capital funds.
vii) **Operating Expenses** - Identify the project costs associated with opening new buildings and the impact on the annual operating budget. Demonstrate the method of arriving at these costs and show the base data and formulas used.

viii) **Supporting Documents** - Include either within the report or as an appendix the following documents:

1. Site plan showing project location.
2. Physical Development Plan showing the relationship of the proposed project to the existing fabric of the college.
3. Latest accreditation report or related correspondence.
4. The architectural program for the proposed project, if completed. Provide space and functional relationship diagrams of new, renovated, and existing facilities as proposed.

2) **Master Planning**

   a) Master planning is the mechanism used to plan the future physical development of a college. The plan should translate college strategic plan, and programmatic goals and objectives into necessary physical development. Master plans can vary greatly in cost, scope, time frame, and physical area. A master plan should include narrative, site plans, and/or models that illustrate how the college will look in the future.

   b) Responsibilities: The impetus, support, and promotion of successful master planning activity can only come from the administrative level of the college. The college should establish a master plan committee to both lead the process and include the voice of key college constituents. The College is encouraged to enlist the services of recognized master planning experts. The Director of Capital Planning and Development will manage any consultant selection, contract, contract requirements, and payments. The College will manage the process but should include the Director of Capital Planning and Development to assure consistency with system-wide requirements.

   c) College Planning Principles and Objectives: The College will establish the principles and objectives for its physical environment, evaluating existing resources, and identifying programmatic goals and needs. Several iterations of review and participation from key college constituents are done to assure the plan’s relevance to the College community.

   d) Planning Consultant: The planning consultant may work with the College to link institutional goals and principles to existing conditions and future physical development. It may help the College explore alternatives for land use, the placement of buildings, space functions, circulation patterns, open spaces, and options for enhancing or protecting the character of the college. After approval by College Administration, the planning consultants will prepare recommendations and guidelines for immediate and long-range development illustrating these conceptually in written and graphic form.

   e) College Review and Approval: The master plan must be responsive to the changing and dynamic nature of the institution. The plan must undergo periodic review and updating. The college should repeat the full set of master planning steps every five years as well as undertake annual, more cursory reviews for needed incremental modifications. The College can hire the master planning consultant on a retainer basis to review current projects, to hold annual plan review meetings, and confer and advise college leaders regularly. Such an approach allows a plan to grow and change, and it provides an effective means to ensure the plan’s influence on individual facility projects.

   f) College Master Plan Best Practices

      i) The Master Plan should be founded upon and linked to the College Strategic Plan. The strategic plan should consider and respond to the issues of growth, research
and enrollment capacity, space use, renewal of existing assets, property acquisitions, availability of capital, etc. that involve college physical assets.

ii) The process should be inclusive of internal and external stakeholders, with intentional opportunities for Student, Faculty, and Staff input.

iii) The process should engage the System Office (Chancellor and administration) early in the process and at critical stages along the way to ensure institutional and system support.

iv) The Plan recommendations should be flexible, with a process defined in the plan for next steps and for periodic updates. The plan should avoid highly prescriptive parameters.

v) The Plan should define appropriate land uses, including edge conditions and gateways to adjacent property owners. The plan should identify real estate acquisition zones. The plan should address pedestrian and vehicular circulation, including analysis of traffic and parking requirements.

vi) The Plan should evaluate opportunities to reduce pedestrian/vehicular conflicts through pedestrian-only corridors, perimeter, parking structures, and mass transit interfaces.

vii) The Plan should discuss the overall character of the College with recognition of significant buildings, prevalent architectural style and relative density.

viii) The Plan should make recommendations for the character of landscape and open spaces, in conjunction with recommendations for future building sites.

ix) The Plan should address utility infrastructure with respect to both capacity and distribution, reflect existing and proposed utility corridors and align with other initiatives such as the President’s Climate Commitment where applicable.

x) The Plan should reflect a conceptual phasing cost and revenue scenario, include cost estimates of near term real estate acquisitions, and synchronize with the capital plan.

xi) The Master Plan should be recorded on a number of levels: a simplified and brief version for public distribution and a detailed technical support document for College Facilities use.

xii) The Master Plan graphics should be relatively simple (maps, graphic plans). Aerial sketches or vignettes can be used to describe the character of the master plan concepts, without describing specific designs.

xiii) The graphics should support different delivery methods: traditional boards, power point, and web based.

**g) Individual Facility Project Development**

i) Definition: The facility development process plans individual buildings and provides the mechanism for adapting the principles of the Master Plan to a single facility project. The facility development process builds on the Master Plan. The following process is a mechanism for achieving this linkage between the college master plan and individual building projects.

ii) Facility Project Conception: The college originates the project. The initial concept phase should include several considerations such as overall program priority, potential funding sources, and the relationship of the project to the college Master Plan. College approval of the initial project concept allows it to proceed into a more detailed program development and analysis effort. If the college
requires the expertise of an architect/engineer, it should follow the qualifications based selection process of this document.

iii) Program Development and Analysis: The preparation and analysis of the detailed Program Planning Study will provide the foundation for the facility need.

iv) Project Approval: The College approves the program and the financing plan. The college can include the project in the State Capital Budget Request or pursue other financing.

v) Design Initiation: Once Funding is in place, a project proceeds to design/construction as described elsewhere in this manual.
College Master Plan

Goal: Chart a roadmap of the College's vision over the next ten years and beyond.
## Strategic Plan / Master Plan Goals

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<tbody>
<tr>
<td>1</td>
<td>Academic Excellence</td>
<td>a) Evaluate current classrooms and labs; develop new design guidelines to enhance and improve teaching, learning, student success and sustainability of these spaces.</td>
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<tr>
<td>2</td>
<td>Innovative Learning for Local and Global Citizenship</td>
<td>a) Conduct classroom and lab utilization study with the goal of reinventing class schedules and optimizing those resources.</td>
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<td>3</td>
<td>College Design</td>
<td>a) Create strong first impression to welcome people as they enter the physical campus.</td>
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<td>4</td>
<td>Model Work Environment</td>
<td>a) Develop design and furnishing guidelines for faculty, staff and administrative office space for future implementation. b) Determine necessary repair and replacement of building envelope conditions.</td>
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<td>5</td>
<td>Identify Modernization Needs - Reinvent Physical Space and Infrastructure</td>
<td>a) Develop comprehensive plan to modernize space, infrastructure and services when needed. (Ex. IT &amp; security). b) Define, improve and develop student gathering spaces where technology, learning, relaxation, and recreation come together to improve campus student life.</td>
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<td>6</td>
<td>Financial Stewardship</td>
<td>a) Designate monies necessary to accomplish Strategic/Master Plan goals b) Utilize financial resources within a comprehensive, targeted, long-term plan.</td>
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<td>7</td>
<td>“Green” College</td>
<td>a) Identify opportunities to execute Master Plan components under sustainable best practices. b) Assess energy conservation measures for additional opportunities.</td>
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Facilities Master Plan Development: The Planning Process

1) Phase I: Information Gathering

The first step in the planning process is to gather information and assess current conditions.

a) Phase I includes:
   i. Understanding the Strategic Plan and its relationship to Master Plan goals
   ii. Conduct a building inventory and space audit (ea. CCSNH location)
   iii. Analyze sustainability
   iv. Analyze interior spaces
   v. Conduct interviews with academic program and administrative areas
   vi. Conduct interviews with students
   vii. Reviewing demographic and other background data
   viii. Developing room use statistics

b) Before their interviews, employees and students should complete worksheets summarizing key information, issues, and concerns about the campus spaces they use.

c) Key tools that should be used during this information-gathering phase included CCSNH/College strategic objectives, demographic statistics, and previous facilities-related studies. Data reviewed should include:
   i. Strategic Plan
   ii. Enrollment Report(s)
   iii. Key Characteristics and Trends
   iv. Strategic Initiatives
   v. Room Utilization Reports

2) Phase II: Setting Goals and Priorities

Based on the information gathered in Phase I, the Steering Committee will establish overall Master Plan goals, identify critical issues and program elements, and define objectives to guide plan development.

3) Phase III: Master Plan Development

Based on the priorities developed in Phase II and the concept selected, craft a Master Plan that integrates the major objectives and provides design concepts, direction, and a timeline for implementation.
Facilities Master Plan Interview Sheet

(please fill out this form for every space on campus)

**Department/Function** ___________________________

**Space/Room Number** ___________________________

<table>
<thead>
<tr>
<th>Program Function/Use Description</th>
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<tbody>
<tr>
<td><strong>Shared Space?</strong></td>
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| Usage – Days and Hours          |  |
| **Usage: hours per week/day**   |  |

| Area and Height Requirements    |  |
| **Are these met?**              |  |

| Does Space Compliment Learning Goals? |  |

| Adjacencies/Relationships/Location |  |

| Future Facility Space Requirements |  |

| Areas to be Improved/Remodeled   |  |

| Equipment/Furnishings            |  |
| **Are these met?**               |  |

| Technical/AV/Acoustic Requirements |  |
| **Are these met?** |  |

| Finish/Lighting Requirements     |  |
| **Are these met?**               |  |

| Other Comments                   |  |

Please attach additional documents to support answers
Chapter 4: Capital Budget Process

CCSNH Capital Budget Process (2 Year Process) (referenced by calendar year)

1) **August-November Odd Year**: Presidents develop and submit capital project requests to the Chancellor. The Chancellor develops a proposed Capital budget.

2) **November Odd Year**: Chancellor recommends the proposed Capital Budget to the Presidents; Facilities and Finance Committees.

3) **December Odd to January Even Year**: Facilities and Finance Committee reviews, requests any additional information needed from Presidents, compiles prioritized list.

4) **February-March Even Year**: System Office compiles CCSNH Capital Budget Request package for final review/approval by Facilities and Finance Committees.

5) **March Even Year**: Capital Budget instructions/forms received from Administrative Services.

6) **March Even Year**: Finalized Capital Budget Request approved by BOT Facilities Committee.

7) **April Even Year**: BOT reviews and approves request.

8) **April Even Year**: Completed Budget Forms Due to Administrative Services.

9) **June-December Even Year**: Governor’s Capital Budget Phase. **June**: Presentation to Governor’s panel. **August 1**: Governor submits selected state projects to Public Works for costing (CCSNH not part of this step). **December 1**: Cost estimates on selected projects due to Governor/BPW (Not CCSNH projects).

10) **January Odd Year**: Meet with legislative leaders to prepare for House Capital Budget.

11) **February Odd Year**: Governor presents budget by February 15th.

12) **February-March Odd Year**: HB25 Introduced; House Public Works Committee Work; House Action.

13) **April to May Odd Year**: Senate Capital Budget Committee work; Senate Action.

14) **June Odd Year**: Committee of Conference, Budget Enacted. Disbursement to Agency, July 1.
Chapter 4: Capital Budget Process

CCSNH Capital Budget Process (2 Year Process) (referenced by calendar year)

START
August-November Odd Year: Presidents develop and submit capital project requests to the Chancellor. The Chancellor develops a proposed Capital budget

June Odd Year: Committee of Conference, Budget Enacted. Disbursement to Agency, July 1

April to May Odd Year: Senate Capital Budget Committee work; Senate Action

February Odd Year: Governor presents budget by February 15th

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April Even Year: Completed Budget Forms Due to Administrative Services

April Even Year: BOT reviews and approves request

November Odd Year: Chancellor recommends the proposed Capital Budget to the Presidents, and to the Facilities and Finance

December Odd to January Even Year: Facilities and Finance Committees review, request any additional information needed from Presidents, compile prioritized list

March Even Year: Capital Budget instructions/forms received from Administrative Services

April Even Year: Completed Budget Forms Due to Administrative Services

Chapter 4: Capital Budget Process
Chapter 5: Design & Construction Policy & Procedures

1) The rules governing and controlling design and construction practices for the CCSNH have been established and approved by the CCSNH Board of Trustees in the Board and CCSNH policies and procedures.

2) General: CCSNH has the following objectives in the design and construction of its facilities:
   a) Build high quality facilities respective to functionality and appearance.
   b) Make the best and most cost-effective use of dollars expended.

3) Building and Fire Protection Codes
   a) Basic Building Code: See the requirements in Chapter 6.
   b) Other Codes and Policies: See Chapter 12.

4) Use of Professional Architects and Engineers
   a) Authority to Engage Professional Architects and Engineers: Only the Director of Capital Planning and Development, shall engage and coordinate the services of outside Professional Architects and Engineers. When executing a consulting agreement, the College, or other client, shall identify sufficient funding to cover authorized fees.
   b) Employment and Use of Professional Architects and Engineers: All design drawings and specifications for construction, alteration, repair, expansion, addition or modification of facilities involving the practice of professional architecture or professional engineering shall be prepared by or under the direct supervision of a professional architect or professional engineer registered in the State of New Hampshire, in accordance with State of New Hampshire statutes.
   c) Projects Requiring a Registered Architect or Engineer: Projects require design by a registered architect or engineer if they involve any modifications to a building's walls, ceilings, structural system, electrical system, or mechanical system that require interpretation of fire or building codes.
   d) Projects That May Not Require a Registered Architect or Engineer: Examples of work that may not require a professional architectural or professional engineering seal but must comply with applicable State of New Hampshire building codes and design standards would be:
      i) Painting
      ii) Wall covering
      iii) Window blinds and draperies
      iv) Floor coverings
      v) Asbestos removal
      vi) Removal and/or replacement of materials containing PCB
      vii) Cabinetwork
      viii) Pre-engineered equipment and supplies (not including installation or application)
      ix) Maintenance that replaces components to a previously designed system
      x) Landscaping (not including walks, retaining walls, etc.)
   e) Professional Seal: All drawings and specifications prepared under the requirements of paragraph b above shall bear the professional seal of the architect and/or engineer along with a certification stating: "I hereby certify these drawings and/or specifications have been prepared by me or under my supervision. I further certify that to the best of
my knowledge these drawings and/or specifications are as required by and in compliance with the State of New Hampshire building codes and design."

f) Location of Seal: The seal shall be affixed to all sheets of the drawings and to the first page or cover page of specifications and published design. The certification is to appear on the first page or cover page of drawings, specifications, and published designs.

g) Professional Liability Insurance: All firms shall carry professional liability insurance in an amount set by CCSNH. An Irrevocable Letter of Credit may be accepted in lieu of professional liability insurance. Requests for use of an Irrevocable Letter of Credit should be forwarded to the Director of Facilities Planning and Development.

5) Architect/Engineer Selection
   a) Architects and Engineers will be selected using a Qualifications Based Selection Process.
   b) Preference to New Hampshire Firms: CCSNH has a preference to hire New Hampshire firms if the expertise required for the project is available within the state. An exception to this policy can be made for firms located in the greater College area.
   c) Supplier Diversity: Minority, Women, Veteran, Service Disabled Veteran and Disadvantage participation goals shall be established for each architect/engineer selection as appropriate for a given project. CCSNH will encourage diverse architects/engineers to submit qualification statements. Majority firms shall be encouraged to hire diverse sub-consultants.

6) Administration of Design Projects
   a) The Director of Capital Planning and Development administers design consultant agreements, oversees all design and construction document preparation and completes a review of construction methods and constructability of all projects prior to bidding.

7) Project Funding: All CCSNH construction projects shall have sufficient funding to cover at least the base bids, prior to advertisement for bids.

8) Competitive Bidding: Refer to Chapter 8.

9) Award of Construction Contracts: Refer to Chapters 7 and 12.

10) Advertisement for Bid of Construction Contract Construction: Refer to Chapters 7 and 12.

11) Plan Set Deposit or Fee: Deposits and/or reprographic fees may be required for each set of bidding documents. However, typically we advertise with plans and specifications on the CCSNH Web site. Thus no fees.

12) Advertising is also posted by the Director of Capital Planning and Development in Plan rooms.

13) Listing Subcontractors: Contractors bidding on CCSNH federal and state funded projects must list major subcontractors before the start of work. Specifications for such projects will identify the type of major subcontractors likely to be required. See “Master Subcontractor List”, to be posted on the CCSNH web site. Contractors may change a subcontractor proposed in the bidding documents only upon approval by the CCSNH. Listing Subconsultants is not required for Design-Build.
14) Damage for Delay: Actual damages for delay will be specified for construction contracts. Whenever the timely completion of a construction contract is critical, liquidated damages for delay may be specified in the AIA agreement. The Director of Capital Planning and Development will determine the liquidated damage for delay. Liquidated damages will end when Substantial Completion is achieved, defined as the date when a facility is usable by the College.

15) Prevailing Wages, when required: Prevailing wages are required to be paid on all contract construction work that benefits CCSNH. Prevailing wage rates are provided to the colleges by the Director of Facilities Planning and Development. Prevailing wages are not required for maintenance work. For the purposes of determining prevailing wages, Construction is defined as the construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair to physical facilities owned and/or leased to the CCSNH.

16) Bid Security: If required by the Director of Capital Planning and Development, bid security equal to at least of 5% of the bid amount is required from all bidders. To encourage bidding on projects, the Director of Capital Planning and Development may waive this requirement before receipt of bids. The purpose of Bid Security is to protect CCSNH from losing the benefit of a low bid. Bid security is a guarantee the low bidder will enter into a contract for the amount of their bid and provide a payment and performance bond. The Information for Bidders gives Bid Security requirements.

17) Performance Bonds and Payment Bonds: Both a Performance Bond and a Payment Bond are required for all construction contracts greater than $25,000. See Chapter 13 for the definition of construction. See Chapter 5 for further information on Bond requirements.

18) Owner's Representative: The Director of Capital Planning as the Owner's Representative shall administer the construction contract and observe and inspect all work performed by the contractor as to conformance with drawings and specifications for the project.

19) Design-Build Contracting
   a) The Design-Build Request for Proposal [RFP] will include the following:
      i) Program documents and drawings setting forth the project scope and the size, type, and desired design character of the building and site.
      ii) The performance specifications covering the quality of materials, equipment, and workmanship.
      iii) The Maximum Allowable Price or Stipulated Sum that CCSNH has available for the project.
      iv) The method for evaluating and scoring proposals is based on criteria in the RFP. Non-cost factors may include preliminary design, individual and corporate qualifications of the AE and contractor team, delivery schedule, outline specifications, and the ability to meet and understand program requirements.
      v) CCSNH will make every attempt to make existing information available to all proposers, such as surveys and geotechnical information. However, the successful Design-Build team will be responsible for all information on which their design is based.
   b) CCSNH awards the contract to the design-build team offering CCSNH the best value determined by published pre-established criteria and procedures within the CCSNH's contract budget. Although cost is always an evaluation factor, value as a factor of a cost
and quality is the emphasis of the awarding process, and the CCSNH evaluation criteria derives from this concept of value.

c) The Director of Capital Planning and Development may retain a technical advisor to prepare the design-build RFP, assist the Director of Capital Planning and Development in reviewing and scoring the proposals, to conduct design submittal reviews, and other duties.

d) Proposers are asked to submit technical and price proposals in separate envelopes and at the same time. The price proposals are separated and not shared with those reviewing and scoring the technical proposals. Once proposals are scored, the price component is added to the scoring formula noted in the RFP. Before the technical evaluation is turned over to the evaluation team, each initial technical proposal submitted is reviewed by the Director of Capital Planning and Development to remove any references to pricing that may have been inadvertently included in the proposal submittals.

e) The Director of Capital Planning and Development may interview or enter into discussions with any or all the responsive proposers after submittal of their technical and price proposals. The discussions may include separate meetings with each design-build team for clarification of their proposal.

f) In most cases, CCSNH encourages the proposers to submit innovative alternates which may represent the design-builder’s ideas for improving the project, but that still meet the contract requirements. In cases when the budget is tight, the incorporation of cost saving innovations is often the only way the proposal can meet the maximum contract cost that CCSNH has available for the project.

g) The Director of Capital Planning and Development may elect to prequalify proposers for a project through a Request for Qualifications [RFQ] process before the RFP process. Proposers will be required to submit their qualifications and other evaluation parameters. Teams are scored and only those prequalified may be invited to submit technical and price proposals. The Director of Capital Planning and Development may limit the number of proposers.

h) CCSNH may offer to pay a stipend to unsuccessful proposers that submit responsive proposals to encourage each team’s efforts and convey ownership of each proposal to CCSNH. Teams may elect to reject the stipend offer and retain the rights to the proposal. Stipend award criteria and procedures will be included in the design-build RFP.

20) Architects and Engineers

a) CCSNH may retain three to four architects and engineers on an on-going basis to provide project programming, preliminary design, or design services for common projects with construction. This will allow the Director of Capital Planning and Development to quickly select a group of qualified firms for project types anticipated to occur frequently. Individual agreements will be issued for individual projects, engagement, and commissions.

b) Architect and Engineer Procedures

i) To begin the procurement process for professional design services for on-going operation, the College will forward a Project Narrative (Exhibit A) to the Director of Capital Planning and Development. A signed copy of the Project Narrative is returned to the College. The procurement of professional services will be managed by the Project Manager.
ii) Architect and Engineer Selection

(1) Architect and Engineer Database – Director of Capital Planning and Development maintains a listing of all consultants interested in providing services to the CCSNH of New Hampshire. Director of Capital Planning and Development maintains this file and distributes it electronically. This database will be used as a starting place to determine the most qualified consultants for a project.

(2) Evaluation Criteria - CCSNH’s procedures for selecting consultants follow the intent of State and Federal guidelines. The firms will be evaluated based on the following (bases of scores will be posted in the RFQ):
   (a) The firm’s qualifications.
   (b) The number of projects the firm has completed that are similar in scope and size.
   (c) The current number of contracts the firm has with CCSNH.
   (d) The firm’s past performance.
   (e) The firm’s present work load.
   (f) The firm’s experience with the project.
   (g) The firm’s Supplier Diversity status and diverse participation in the design team.
   (h) The firm’s status as a New Hampshire firm.

(3) Selection Process
   (a) The Director of Capital Planning and Development defines the scope.
   (b) The Director of Capital Planning and Development prepares a Request for Qualifications (RFQ). The RFQ outlines the criteria, scope and services required.
   (c) The Director of Capital Planning and Development evaluates the submission to develop a list of consultants to receive the RFQ based on the evaluation criteria in (2) above. The Director of Capital Planning and Development issues the RFP to selected firms.
   (d) After qualifications are received from the consultants, the Director of Capital Planning and Development reviews the information and recommends a list of firms to interview the committee. Only the most qualified consultants are invited to be interviewed.
   (e) Interviews are coordinated by the Director of Capital Planning and Development and should include the project committee.
   (f) Based upon the above evaluation criteria, the selection committee ranks the firms and they recommend a finalist. A written evaluation of the firms is placed in the project file.

(4) Using an on-going basis Consultant on a Project
   (a) When the College uses the Consultant for design services on a project, the Director of Capital Planning and Development will consider each on-going firm and select the best qualified for the project. The Director of Capital Planning and Development will award the projects to the on-going firms.
   (b) From this point, the process is identical to the process for Design-Bid-Build in Chapter 9.
21) Construction Done with In-House Staff: Construction or remodeling projects may be done with in-house staff when projects do not require a registered Architect or Engineer. All other projects will need to be forwarded to the Director of Capital Planning and Development for coordination with the State Fire Marshal’s Office for a building permit.

22) Sustainable capital project development: CCSNH recognizes the value of sustainable capital project development in order to meet today’s needs without compromising the ability of future generations to meet their own. It is the policy of the State of New Hampshire and CCSNH to incorporate, to the fullest extent possible, sustainability principles and concepts in the design of all facilities and infrastructure projects while being consistent with budget constraints, appropriate life cycle cost analysis and customer priorities. This policy applies to renovation and new construction regardless of funding source or amount to projects accomplished both in-house and through A/E contracts and to designs associated with all construction methods.

a) Environmental concepts that guide sustainably designed projects are:
   i) Sustainable Sites: Meet or exceed State of New Hampshire best management practices for erosion and sedimentation control standards. Accommodate alternative transportation methods.
   ii) Water Efficiency: Target water efficient landscaping, reduced water usage, and innovative storm water management.
   iii) Energy and Atmosphere: Encourage optimal energy performance, including appropriate levels of commissioning.
   iv) Materials and Resources: Support construction waste management programs. Provide space for building-based recycling programs. Encourage use of locally and regionally produced materials and building products made with recycled content.
   v) Indoor Environmental Quality: Pursue toxin-free indoor air through appropriate ventilation and use of building materials that emit low levels of volatile organic compounds (VOCs).

b) Certification of projects: The CCSNH will not typically seek certification of projects through the USGBC Leadership in Energy and Environmental Design (LEED) process. However, the design of CCSNH buildings should strive to achieve an equivalent LEED-certified level as specified by the State Department of Energy, while supporting goals stated above. In special cases, specific projects may seek LEED certification if CCSNH goals and budget align.

23) Suspension
   a) The Director of Capital Planning and Development shall have authority to suspend a firm [architect, engineer, consultant, contractor, sub-contractor, or material supplier] for cause from consideration for award of contracts or from participation in any capacity on a CCSNH project for a period of one year. The causes for suspension shall include, but not limited to, any of the following:
      i) Violating any federal, state, or local law, ordinance, regulation, or CCSNH Policy in the performance of the contract. The particular provision shall be specifically identified in the notice to the firm.
      ii) Willfully or egregiously failing to perform in accordance with the terms and requirements of a contract.
iii) Providing false or misleading information or willfully omitting substantive information on an application, in a bid/proposal, or in correspondence or communication to the CCSNH.

iv) Colluding with others to restrain competition or fix prices.

v) Attempting to obtain information, by whatever means, related to a bid/proposal submitted by a competitor in response to a solicitation in order to obtain an unfair advantage prior to a contract award.

vi) Contacting proposal/bid evaluators or any other person who may have influence over the award regarding a bid or proposal under consideration, for the purpose of influencing the award of a contract.

b) The firm must be given written notices during the course of the project outlining the issues and expectations and a warning that the firm may be suspended if corrections are not made. The Director of Capital Planning and Development must also formally meet with the firm to discuss the issues and expectations and explain to the firm that they may be suspended if corrections are not made to the satisfaction of CCSNH.

c) The suspended firm shall be mailed a formal notice of suspension outlining the reasons for, the specific conditions of, and the effective period of the suspension. After the time to appeal the decision has passed, any bids or proposals submitted by the firm shall not be considered and, in the case of a subcontractor, material supplier, etc., the firm shall not be allowed to participate in any capacity.

d) A suspended firm may appeal the suspension with a written request to the Chancellor within fifteen (15) calendar days after receipt of the formal notice of suspension. The Chancellor or designee will call a meeting of the firm and the Director of Capital Planning and Development or his designee by written notice, within thirty (30) days after receipt of the firm’s written appeal. The Director of Capital Planning and Development shall provide the Chancellor with a copy of the written decision and any supporting documentation. The parties may present further documentation and/or present the testimony of any knowledgeable person regarding the suspension at the meeting called by the Chancellor. Based on this information, the suspension may be rescinded or affirmed by the Chancellor. Within fourteen (14) calendar days of the conclusion of the hearing, the decision of the Chancellor shall be sent by certified mail to the firm. The decision of the Chancellor shall be final. The neutral may be an employee of CCSNH.

e) Any firm suspended three or more times will automatically be debarred.

24) Debarment

a) The Owners Representative shall have authority to recommend a firm be debarred (architect, engineer, consultant, contractor, sub-contractor, or material supplier) for cause from consideration for award of contracts or from participation in any capacity on any CCSNH College indefinitely. The causes for debarment shall include, but not be limited to, any of the following:

i) The firm must be given written notices during the course of the project outlining the issues and expectations and a warning that the firm may be debarred if the corrections are not made. The Owner’s representative must also formally meet with the firm to discuss the issues and expectations and explain to the firm that they may be debarred if corrections are not made to the satisfaction of the CCSNH.
ii) In order for a firm to be debarred, a vote shall be taken by the System Contracting Officer and the Director of Capital Planning and Development or designee. The vote count shall be unanimous before a firm can be debarred.

iii) The debarred firm shall be mailed a formal notice of debarment outlining the reasons for, the specific conditions of, and the effective period of the debarment and any actions the firm must take in order to be eligible to contract again. After the time to appeal the decision has passed, any bids or proposals submitted by the firm shall not be considered and, in the case of a subcontractor, material supplier, etc., the firm shall not be allowed to participate in any capacity. The debarment shall continue until such time the firm takes the corrective action as indicated in the debarment notice and provides documentation to CCSNH demonstrating that the cause for the debarment has been corrected. If CCSNH agrees the issue has been resolved, the firm will be reinstated on probation. CCSNH will develop a plan outlining the types, size, number of and timeline for projects the firm may fulfill in its probationary period. If the firm performs satisfactorily during the probation period, it will be reinstated with full bidding privileges.

iv) A debarred firm may appeal the debarment by submitting a written request to the Chancellor within fifteen (15) calendar days after receipt of the formal notice of debarment. The Chancellor or designee will call a meeting of the firm and the Director of Capital Planning and Development or designee, by written notice, within thirty (30) days after receipt of the firm’s written appeal. The Director shall provide the Chancellor with a copy of the written decision and any supporting documentation. The parties may present further documentation and/or the testimonies regarding the debarment at the meeting called by the Chancellor. Based on this information, the debarment may be rescinded or affirmed by the Chancellor within fourteen (14) calendar days of the conclusion of the hearing. The decision of the Chancellor shall be sent by certified mail to the firm. The decision of the Chancellor shall be final.

25) Construction Project Audits: The CCSNH Office of Internal Audit may periodically audit projects to assure compliance with the policy and procedures identified in this manual. The audits will include the review of project files, as well as interviews with college staff, consultants and contractors. The findings of the audits and recommendations, if any, will be forwarded to the Director of Capital Planning and Development. The audits will include, as a minimum, a review of the following:
   a) Project initiation
   b) Project review
   c) Board review and approval
   d) Consultant selection process
   e) Contracts’ bidding processes
   f) Construction process
   g) Change Orders
   h) Close-outs

26) Leased Property Construction
   a) Property Leased From the CCSNH: The following guidelines shall apply for all new construction and remodeling completed on property leased from the CCSNH. Property is meant as real estate (land, including buildings and/or improvements).
i) CCSNH Board of Trustees Procedures: Leases shall be approved by the CCSNH Board of Trustees as required in CCSNH policies. All subsequent construction and/or remodeling completed over the term of the lease shall be approved by the College or the Director of Capital Planning and Development, as appropriate for CCSNH leases.

ii) Employment and Usage of Professional Architects and Engineers: All design drawings and specifications for construction, alterations, repairs, expansion, additions or modifications of property involving the practice of professional architecture or professional engineering shall be prepared by or under the direct supervision of a professional architect and/or engineer licensed in the State of New Hampshire and in accordance with State of New Hampshire Statutes. The Director of Capital Planning and Development and the College shall retain the right to approve the design professional.

iii) College Facilities and Utility Interconnects: All interfaces with college facilities, utility interconnects and interruptions, shall be planned, approved and coordinated with the office of the Director of Capital Planning and Development.

iv) Codes / Standards: All construction and remodeling shall be designed and constructed per the regulatory codes and standards adopted by the CCSNH.

(1) Request for Variances: The architect and/or engineer of record shall submit in writing all requests and supporting documentation to the Director of Capital Planning and Development for consideration. The Director of Capital Planning and Development shall issue correspondence approving or denying the request.

(2) Plan Reviews, and Permit Inspections: All improvements will be subject to plan reviews and permit inspections as deemed necessary by the Director of Capital Planning and Development. A third party consultant may be retained by the CCSNH Board of Trustees to ensure compliance with applicable regulatory codes and standards. A building permit will be issued when all plan review comments have been addressed and sealed drawings and specifications have been submitted to the Director of Capital Planning and Development. The cost of plan reviews and permits inspections will be paid by the lessee.

(3) Final Inspection and Certificates of Occupancy: Upon substantial completion, the Director of Capital Planning and Development (or a third party consultant retained by CCSNH) will conduct a final inspection and issue a Certificate of Occupancy once all identified deficiencies have been corrected. The cost of the inspection and Certificate of Occupancy will be paid by the lessee. Partial Occupancy Certificates may be issued when project conditions warrant and at the discretion of the Director of Capital Planning and Development.

b) Property Leased by the CCSNH: The following guidelines shall apply to all new construction and remodeling done within Property leased by the CCSNH provided the lease terms comply with CCSNH Policy for leasing. "Property" is defined as real estate (leased land, including the buildings or improvements located on the land). In particular, following the initial improvements to the Property, which improvements shall be specified in the lease, and approved by the CCSNH Board of Trustees, any subsequent improvements to the Property shall adhere to the following policy and procedure:

i) CCSNH Board of Trustees Procedures: All leases and all subsequent construction and remodeling done over the term of the lease shall have the approval of the CCSNH Board of Trustees as required in CCSNH policies.
ii) Codes/Fire Protection: All construction and remodeling to the leased property shall be designed and constructed according to the CCSNH polices on Building and Fire Protection Codes.

iii) Employment and Usage of Professional Architects and Engineers: All design work for construction, alteration, repair, expansion, addition or modification of property involving the practice of professional engineering or architecture shall be done according to the CCSNH policy for the Use of Professional Architects and Engineers.

iv) Project Review: All plans and specifications for construction and remodeling shall be reviewed (with the assistance of the college) and approved by the Director of Capital Planning and Development.

v) Design, Construction and Inspection: Construction and improvements shall conform to CCSNH standards and practices for design and construction. Construction administration may not be the responsibility of the CCSNH. If the CCSNH does not administer the construction contract, the CCSNH shall reserve the right to periodic inspections to monitor construction quality.

vi) Prevailing Wage: Prevailing Wages may be required on all construction work done by others on property leased by the CCSNH.

vii) Competitive Bidding: All construction and remodeling shall be subject to competitive bidding. All bid contracts shall be subject to review and approval by the Director of Capital Planning and Development. Construction done directly by the Lessor is acceptable, in lieu of competitive bidding, provided that the price is commercially reasonable in the Property's location.

27) Construction Work Bid by Procurement

a) Some items typical to construction require installation on CCSNH property such as blinds, drapery, free standing cabinetry, furniture, and movable partitions (without electrical wiring). The Director of Capital Planning and Development may purchase, pursuant to CCSNH purchasing policies, such items for a construction project.

b) Whenever a College request construction/renovation with their own labor and materials on CCSNH owned or leased property, it shall contact the Director of Capital Planning and Development who shall determine the extent, if any, of system administrative office design and construction administration involvement. Typical determinations are:

i) The project should be managed by the Director of Capital Planning and Development, or

ii) The project should be bid by CCSNH purchasing with the Director of Capital Planning and Development reviewing design documents, compliance with building codes and CCSNH standards, insurance requirements, on-site construction activities, and quality control, or

iii) No Director of Capital Planning and Development support is necessary.

c) Examples of work that should be reviewed with the Director of Capital Planning and Development are:

i) Work requiring the design by an architect/engineer by CCSNH policy and New Hampshire Law.

ii) Work that may alter an existing facility and impact building life safety codes, access standards, and/or CCSNH standards.

iii) Office remodeling, painting, carpet replacement, lighting/electrical alterations.

iv) Agriculture and/or pre-manufactured buildings.
v) Self-contained laboratory clean rooms and installed medical equipment such as an MRI.
vi) Parking lots, walks, drives, drainage, exterior lighting, fencing and any other site work.
vii) Scoreboards and signs.
ix) Fixed works alterations and improvements.

28) Determine Best Project Delivery Method

Delivery Methods:

- **Architect Design/Contract Manager (CM):** An Architect is selected and contracted using the method described below to develop a complete design, and at the same time a CM is also selected and contracted. This enables the CM to be involved during the Schematic Design Phase and the Design Development Phase to advise and prepare estimates. When design is complete the CM provides a Gross Maximum Price (GMP) based on the CM contracts, with subcontractors to construct project.

- **Architect Design/Bid/Build:** An Architect is selected and contracted using the method described below to develop complete design and construction documents (drawings and specifications). The construction documents are included in a RFB (Request for Bid). Contractors then submit a bid package price to complete the work/build the project.

- **Design/Build:** A schematic design is developed. This may be done by contracting an Architect to develop a schematic design or design requirements/information may be gathered by the College and the Director of Capital Planning and Development. An RFQ is posted requesting interested parties provide qualification packages. A contractor or contractors is/are selected to submit a Proposal (RFP). The contractors then contract directly with an Architect to develop construction documents. The contractor then submits to Director of Capital Planning and Development a Proposal that includes the construction documents with a bid price.

29) Selection Process for: Architect/Engineer; Construction Manager; Design/Builder

a) **RFQ (Request for Qualifications) Process:** (2 Week Process)

- The Director of Capital Planning and Development initiates creates RFQ, encompassing the following steps and leadership involvement
- RFQ Describes Scope of Project, Required Qualifications of Contractor and Score sheet for Evaluating (Done by the Director of Capital Planning and Development)
- RFQ is posted on CCSNH website, and distributed to Public Advertising Plan Rooms (Done by the Director of Capital Planning and Development)
- RFQ is advertised in local newspaper (Ad is placed by the College)
• Qualification packages are received, reviewed and scored by the Director of Capital Planning and Development and members from the College according to the scoring criteria included in the RFQ. (Director of Capital Planning and Development and College)
• Submissions to the RFQ are scored and shortlisted (Typically 3-5 Firms working with the Director of Capital Planning and Development and the College)

b) RFP (Request for Proposal) Process: (2 Week Process)
• Capital Planning and Development creates RFP (Director of Capital Planning and Development)
• RFP is written and shortlisted firms are notified of their selection. (Director of Capital Planning and Development)
• RFP gives more detailed scope information and Contract Documents Samples (Director of Capital Planning and Development)
• Interview Panel is selected, Includes College members selected by President, and the Director of Capital Planning and Development
• Interviews of shortlisted firms is done at the College (Director of Capital Planning and Development and the College)
• Scoring is done to arrive make a selection. (Director of Capital Planning and Development and the College)
• Director of Capital Planning and Development checks references of selected firm.

c) Contracting Process
• Selected Firm is Notified (Director of Capital Planning and Development): (.5 Weeks)
• Scope and Fee are Negotiated (Director of Capital Planning and Development) (2 Weeks)
• Contracts are Prepared and Board approval documentation is prepared; Seek Board Approval (1-8 Weeks)
• Contractor provides Contract Materials/ Signs Contract (1-2 Weeks)
• Chancellor signs/approves contract (1 Week)
• Finance: Ensure Funding is identified and approved.(System Contracting Officer); Finance Issues Notice to Proceed (1 Week)

30) Design Process - Architect/Engineer (3 to 9 Months)
• Scoping Meeting: Architect/Designer and the Director of Capital Planning and Development meet with stakeholders to determine project scope
• The Architect/Designer: Defines the program needs.
• The Architect/Designer: Prepares a schematic design. (If a CM is contracted then at this phase they advise and estimate)
• The College and Director of Capital Planning and Development reviews/approves schematic design.
The Architect/Designer: Prepares design development drawings. (If a CM is contracted it advises and estimates)

The college and CPD reviews/approves schematic design.

The Architect/Designer: Prepares construction documents (Final drawings and Specifications)

**Design Requirements**: All CCSNH construction projects must be designed in accordance with applicable codes, regulations, and permits including but not limited to the following:

- e. NH Governor’s Commission on Disability, Architectural Barrier Free-Design Committee: [http://www.nh.gov/disability/about/abcommittee.htm](http://www.nh.gov/disability/about/abcommittee.htm)

**31) Construction Phase**

- Before construction starts the Director of Capital Planning and Development contacts the city where the work is to be done to notify them of the project, per RSA 674:54. The governing statute allows the opportunity to conduct a public hearing relative to the proposed project, at which place and time the Director of Capital Planning and Development will be available to provide explanations. The statute further allows that, within thirty (30) days after the public hearing, the city may make “non-binding written comments” and address them to the Director of Capital Planning and Development.

- Once contracts are executed and Notice to Proceed has been issued construction can begin. Notify Risk manager to start Builders Risk Coverage (Director of Capital Planning and Development)

- Weekly construction meetings (Director of Capital Planning and Development & College Representative)

- Tracking of construction minutes, submittals, RFIs, and change requests. (Director of Capital Planning and Development)

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• Review, approval and tracking of invoices, including lien waivers. Posting of subcontractors master-lists to CCSNH website (Director of Capital Planning and Development).

• Substantial Completion: Date determined in contract. Contractor submits Substantial Completion form. Director of Capital Planning and Development contacts the State Fire Marshal’s Office to visit site for review and approval of Certificate to Occupy. Project is turned over to college to occupy. Punch list items are identified and given a value and amount is to be held by CCSNH until completed.

• Final Completion: Operation and maintenance manuals (O&Ms) to be submitted by contractor. All punch list items are completed and final billing can be done for retainage. Contractor submits Final Completion form. Final lien waivers are submitted.

32) Warranty Period: One year from Substantial Completion
Chapter 6: Building and Fire Protection Code Policy

1. Building Code is enforced to ensure public safety, health, and welfare in the built environment. Building Code Compliance is fundamental to the CCSNH’s responsibility to identify and reduce risk.

2. The design of CCSNH facilities shall be done by knowledgeable professional architects and/or engineers registered in the State of New Hampshire. As noted elsewhere in these policies, all drawings and specifications shall bear the professional seal of the architect and/or engineer, along with a certification stating: "I hereby certify these drawings and/or specifications have been prepared by me or under my supervision. I further certify that, to the best of my knowledge, these drawings and/or specifications are as required by and in compliance with CCSNH and the State of New Hampshire building codes and design."

3. Review of Design and Construction: All plans shall be reviewed by knowledgeable architects and/or engineers to assure compliance with code before advertising for construction bids. In particular, the area of life safety shall be thoroughly reviewed. Having ensured the project construction documents conform to building code, the construction shall be thoroughly inspected by knowledgeable staff and/or consultants.

4. Independent Code Analysis: During the design process of major projects, the Director of Capital Planning and Development may employ, with project funds, an independent code consultant to provide a comprehensive code requirements analysis. An independent expert shall review complex engineered code compliance systems, such as smoke evacuation/control systems, unusual occupancies, non-standard fire alarms. The Independent Code Analysis may be authorized by the Director of Capital Planning and Development, or requested by the State Fire Marshal Office for any project. The Director of Capital Planning and Development will complete the Independent Code Analysis before the advertisement for bids.

5. State Fire Marshal Office (SFMO): The State Fire Marshal Office (SFMO) referred to in the building codes is delegated under authority of the State of New Hampshire for issuance of CCSNH Building and Occupancy Permits and inspection for all construction projects.

As of November 1, 2016. As approved, implementation of a state building permit program will require a permit application for a building permit for the University System of Community College System, encompassing electrical, plumbing, mechanical and fire protection be submitted, review and approval. The Director of Capital Planning and Development will send plans and specifications to the SFMO for review and approval. The Director of Capital Planning and Development will review each project with the SFMO, at least once a month and perform required inspections. Please send all plans and specifications for review, building permit applications (see exhibit “D” for the SFMO review requirements and exhibit “E” for the permit) and correspondence through the Director of Capital Planning and Development. Allow 30 days for the State Fire Marshal’s Office

6. Code Compliance Report: The Code Compliance Report may vary in size and detail depending on the size of the project. At a minimum it must include basic information about the project as it relates to the applicable building codes. The basic information required includes the following:
   a. Title Sheet with project name, number, location, list of consultants
   b. List of applicable codes
   c. Occupancy classification (describe separated or non-separated if mixed occupancy)
d. Type of construction

e. Building area (each story and total building area) and height (stories/feet)

f. Whether fire sprinklers will be installed, and which NFPA sprinkler standard is being followed

g. Whether incidental or accessory use provisions will be employed

h. Allowable area calculations

i. Means of egress information

j. Fire resistance of structural elements

k. Plumbing fixture counts and calculations

l. ASHRAE 90.1 Energy Standards Calculations

m. ASHRAE 62.1 Ventilation Calculations

7. Other Code Compliance Report Requirements:

a. In a mixed occupancy building, a floor plan showing different occupancies in a building is required to describe the locations and treatment of the different uses. If the building is a separated occupancy building, the ratio calculations required by the code should be provided. For a non-separated occupancy building, the allowable height and area calculations for the most restrictive occupancy must be provided to support the design.

b. Means of egress information includes the location, construction, size, and character of the means of egress. Every floor and all rooms and spaces must be shown on egress floor plans. Occupant loads and how they were determined must be provided including the number of occupants passing through egress components to confirm egress capacity. Common path(s) of egress and travel distances must be shown on the egress plans.

c. Fire-resistance rating construction requirements for the building based on the type of construction must be provided. If the means of egress includes fire-resistance rated construction, the ratings and locations of these components must be shown on the egress plan.

8. Code Compliance Report Process:

a. At the start of a campus project, the campus will forward an “Own Forces Facility Alteration and/or Renovation” form” (see Exhibit B) to the Director of Facilities Planning and Development to notify the Director of a new design and construction project.

b. The Director of Capital Planning and Development will indicate a primary staff contact for the college on subsequent code reviews, board actions, and other items, and will return the “Own Forces Facility Alteration and/or Renovation” form” to the College.

c. The Director of Facilities Planning and Development will indicate on the “Own Forces Facility Alteration and/or Renovation” form whether the SFMO will require a Code Compliance Report (see Chapter 5). The Director of Capital Planning and Development will submit review material so that SFMO can complete review before the advertisement for bid, including, but not limited to, variance requests and third party code reviews, etc.

d. SFMO through the Director of Capital Planning and Development will issue the college written acceptance and/or review comments to the Code Compliance Report, variance request, or any other code submittal.

e. The contracting officer will not issue the Notice to Proceed if the Code Compliance Report has not been submitted, reviewed, and approved.

9. Deviation (variance) from Adopted Codes: It is the CCSNH’s general practice not to deviate from the adopted codes. No area of life safety affecting design features, construction systems, and
furnishings will be compromised or otherwise sacrificed through deviations from code to obtain a construction cost savings. If deviations are necessary, CCSNH Administration, through the Director of Capital Planning and Development, shall submit a request for a variance to the SFMO. All variances from code require SFMO approval; variances, equivalencies, interpretations, etc.

10. Records: Code compliance records will be kept by the Director of Capital Planning and Development according to the Planning Design and Construction records retention authorization (refer to CCSNH Records Management Records Retention Authorization). Code Compliance Records will be made available to the SFMO upon request.

11. Leased Property: Property either leased from or to the CCSNH is considered owned by CCSNH and are subject to the State Building Code. Refer to Leased Property Construction in another section of this document.

12. Code Permitting and Inspections at Leased Property: A third party inspector may be retained by CCSNH to ensure compliance with the applicable regulatory codes and standards, as well as to perform plan reviews and site code inspections, and to issue building permits on behalf the CCSNH for leased properties, and/or as directed by the Authority Having Jurisdiction.

13. Other Applicable Codes: All facilities shall conform to the codes and standards identified in the CCSNH of New Hampshire’s General Conditions of the Contract for Construction.

14. Fire Suppression: All new buildings shall be designed with automatic fire suppression systems throughout. The Director of Capital Planning and Development with the State Fire Marshal’s Office may grant exceptions to this requirement (e.g. for temporary facilities). As a minimum, work to existing facilities shall be designed to meet code.
Chapter 7: Project Delivery Methods

1) **Project Delivery Method considerations:** The Community College System of New Hampshire intends to make the best and most cost-effective use of construction funding and to build high quality facilities respective to functionality and appearance. Regardless of the delivery system, the CCSNH awards design contracts through a qualifications based process and awards construction contracts to the lowest, responsive, responsible bidder or bidders based on pre-established criteria. The Director of Capital Planning and Development considers several factors in selecting a construction project delivery system, including, but not limited to, the following.

   a) **Project Factors.**
      i) Schedule requirements; or the cost of a linear schedule versus the cost to accelerate the schedule, or overlap the project phases.
      ii) Clarity of the project scope and appropriate length and detail of planning phase
      iii) Cash flow or funding cycles funding the project budget, and determination of liquidity needs for project implementation.
      iv) Need for early establishment of the contract for construction cost.
      v) Potential for scope changes during construction phase.
      vi) Desire to encourage innovation and/or contractor input during design.
      vii) Special financing; developer-led project, etc.
      viii) Budget restraints.
      ix) Quality or design control requirements.

   b) **Owner Success Factors:**
      i) Willingness and ability to – and prior experience in – control design content/quality; ability to define and verify the program and to take responsibility for the design
      ii) Experience with particular delivery system.
      iii) Internal resources to manage particular delivery system: ability to manage multiple contracts for a single project.
      iv) Desire to control contingency budgets and to what extent.
      v) Desire to eliminate responsibility disputes between contractors and designer.
      vi) Tolerance for change orders and flexibility to allow changes during construction.
      vii) Desire to control the project risk and contingencies.

2) **Construction Delivery Methods:** CCSNH uses the following primary construction delivery methods. Others may be considered with approval of the Director of Capital Planning and Development.

   a) **Design/Bid/Build**

      This method, also referred to as Low Bid or Competitive Bid, is a linear process where one task follows completion of another with no overlap. Plans and specifications are completed by the architect and then bids are issued. Contractors bid the project exactly as it is designed with the lowest responsible, responsive qualified bidder awarded the work. The design consultant team is selected separately and reports directly to the owner.
i) BEST SUITED FOR: Projects that are budget sensitive, but are not especially schedule sensitive and not subject to change. Owner can completely control the design.

(1) Advantages:

(a) Familiar delivery method.
(b) Simpler process to manage
(c) Fully defined project scope for both design and construction.
(d) Both design team and contractor accountable to Owner.
(e) Lowest price proposed and accepted; pricing, including contractor fee and overhead, developed competitively.
(f) Creates the most bidding opportunities for general contractors and subcontractors.

(2) Disadvantages:

(a) Linear process means longer schedule duration than other methods.
(b) Price not established until bids are received; may require redesign and rebid if bids exceed budget.
(c) Quality of contractors and subcontractors not assured.
(d) Cost estimates can change during design process, including because change orders and claims may increase final project cost, which can increase probability of disputes.
(e) No design phase input from contractor on project planning, budget or estimates.
(f) Not optimal for projects that are sequential, schedule or change sensitive.

b) Design-Build

The contractor and architect are one entity hired by the Owner to deliver a complete project. A guaranteed maximum price (GMP) or lump sum price is provided by D/B early in the project, based upon design criteria prepared by the College and a moderately developed design by the architect. The contractor/architect then develops drawings that fulfill the criteria and complete the design, staying below the furnished bid amount. The contractor then receives proposals from, and awards subcontracts to, subcontractors.

i) BEST SUITED FOR: New construction projects that are highly time-sensitive and less complex projects with smaller user groups or reduced need for user reviews and mid-course design changes.

1) Advantages:
a) Single point of responsibility for design and construction.
b) Selection of contractor based upon qualifications, experience and team.
c) Contractor provides design phase assistance in budget and planning.
d) Faster project delivery than traditional bid, slightly faster than Construction Manager at Risk (CMAR); fast track construction possible.
e) Guaranteed price possible earlier in process.
f) Price tends to match quality (which can also be a disadvantage).
g) No change orders written for consultant errors and omissions – as these are covered through allowance in bid amount. (Owner still responsible for other types of changes.)

2) Disadvantages:

a) Lack of check and balance between contractor and architect could leave Owner alone in relationship with contractor, increasing potential for conflict and quality degradation
b) Difficult for Owner to determine whether the best price has been achieved for the work.
c) Initial costs likely higher than traditional bid due to increased contractor risk, reduced competition in pricing of contractor overhead, fee and subcontract costs.
d) Changes difficult and expensive to make once construction begin due to phased construction and cost-driven, inflexible budget.
e) Owner must have a clear idea of scope and concept before selection.
f) Owner has less input on selection of proposed design team.
g) Over-emphasis on price may compromise quality.
h) Increased speed and fewer reviews increase potential for mistakes and missed items, partly resulting from quick decisions and reduced time for reviews and input.

 Construction Manager at Risk

Construction Manager (CM) at Risk process allows the Owner to interview and select a fee-based firm, based upon qualifications and experience, before the design and bidding documents are fully completed. The CM and design team work together to develop and estimate the design. A guaranteed maximum price (GMP) is provided by the CM, who then receives proposals from, and awards subcontracts to, subcontractors. The final construction price is the sum of the CM’s fee, overhead, contingencies and the subcontractors’ proposals. Any unused contingency at the end of the project reverts to the Owner. The design consultant team is selected separately and reports directly to the owner.

i) BEST SUITED FOR: Large new construction or renovation projects that are schedule sensitive, difficult to define or subject to potential changes; projects requiring a high level of construction management due to multiple phases, technical complexity, or multi-disciplinary coordination
1) Advantages:

   a) Selection of contractor based upon qualifications, experience and team.
   b) Contractor provides design phase assistance in budget and planning.
   c) Continuous budget control possible.
   d) Screening of subcontractors allows Owner and contractor quality screening.
   e) Faster schedule than traditional bid; fast track construction possible.
   f) Ability to obtain GMP earlier than in traditional bid.
   g) More teamwork potential between design firm and contractor.
   h) More ability to handle change in design and scope.
   i) Emphasis on reducing changes and claims once in construction.

2) Disadvantages:

   a) May be difficult for Owner to evaluate the GMP or determine whether the best price has been achieved for the work.
   b) Costs more than traditional bid due to reduced competition in pricing of contractor overhead, fee and sub-contract costs.
   c) A/E fees higher due to additional packages.
   d) Costs often increase due to progressive elaboration not in the GMP.
   e) CM may expand budget to create future savings.

   d) Construction Manager

   A professional construction manager – which might be a construction management, construction program management or construction company with a CM practice – is selected as a professional services provider at or before the selection of the AE to confirm the budget, program, and schedule. The CM then acts as advisor to the CCSNH and the CCSNH’s AE on constructability, construction operations, schedule and cost, with interim estimates at design milestones, and then manages the construction on behalf of the CCSNH. The CM’s compensation method would usually include incentives for the CM to control both cost and time.

   iii) BEST SUITED FOR: Similar to CM at Risk, but used especially for projects where it is not deemed beneficial for the CM to provide a GMP and hold subcontractor’s contracts.

1) Advantages:

   a) The CM comes on board early in the design process to advise on constructability, materials selection, methods and systems, with continuing feedback on construction cost information and scheduling issues as the design develops.
b) With the CM being compensated by a fee and acting as the Owner’s Representative in trade contracts, risk of adversarial relationship between owner and builder are greatly reduced.

c) Total construction costs to the owner should be less than in most other methods, though it is almost impossible to verify that.

2) Disadvantages:

   a) No truly enforceable contractual obligations by the CM for the project completion date.
   b) The owner never really has an “up-set” cost assurance for the full project.
   c) Multiple contracts for various trades increases owner’s exposure to claims, and the number of parties that may end up debating the responsibility for design and/or construction flaws discovered at the end or after construction if clear ownership for each is not established in the planning phase.
Chapter 8: Competitive Bid (Design-Bid-Build) Project Delivery Method, Contractor Hires Consultant

1) Professional Services: To begin the procurement process for professional design services, the Director of Capital Planning and Development receives a project request from the college with funding information and approvals to begin. When the design or construction contract cost is expected to be greater than $100,000, the Director determines what CCSNH Board of Trustee’s actions are necessary. The procurement and administration of professional and construction services will be managed by the Director of Capital Planning and Development.

   a) Consultant Selection
      
      i) Architect and Engineer: The Director of Capital Planning and Development creates a list from those responding to a Request for Qualifications (RFQ). This list will be used as a starting place to determine the most qualified consultants for a project.

      ii) Classifications: CCSNH uses two procedures for the selection of consultants depending on the size of the project, as determined by the Director.
         (1) Major Projects: Professional fees and construction costs on major projects exceed $25,000
         (2) Small Projects: Consulting fees and construction costs totaling less than $25,000.

      iii) Evaluation Criteria: The CCSNH’s procedures for selecting consultants follow the intents of State and Federal guidelines. For each project, the firms will be evaluated based on the following:
         (1) The firm’s qualifications for the specific project.
         (2) The number of projects the firm has completed that are similar in scope and size.
         (3) The current number of contracts the firm has with CCSNH.
         (4) The firm’s past performance.
         (5) The firm’s present work load.
         (6) The firm’s experience with the project.
         (7) The firm’s minority status and minority participation in the design team.
         (8) The firm’s status with CCSN

   b) Selection Procedure
      
      i) Major Projects:
         (1) The College defines the project scope and notifies the Director of Capital Planning and Development.
         (2) For new buildings or major renovations, the College President appoints a project committee to advise the Director of Capital Planning and Development, and, potentially, a committee liaison to the Director. The primary role of the committee is to develop and define the program needs and ensure the design satisfies the program needs.
         (3) The Director of Capital Planning and Development then prepares a Request for Qualifications (RFQ). The RFQ outlines the project scope and services required.
         (4) The Director of Capital Planning and Development will determine the appropriate architect/engineer fee for the project. This maximum fee may be stated in the RFQ.
         (5) The Director of Capital Planning and Development uses the list from the RFQ
and its criteria to develop a short list to receive the RFQ, in addition to publicizing in the local paper and construction plan rooms. The Director of Capital Planning and Development issues the RFQ to prospective firms.

(6) After qualifications are received from the contractors, the Director of Capital Planning and Development reviews the information and recommends a list of firms to interview to the committee. Only the most qualified contractors are invited to be interviewed.

(7) The interviews are coordinated by the Director of Capital Planning and Development and should include the selection committee.

(8) Based upon the above evaluation criteria, the selection committee scores the firms and recommends a finalist. Scores of the firms are placed in the project file.

(9) The Director of Capital Planning and Development negotiates the final form of the contract with the selected Architect/Engineer.

(10) If no architect/engineering firm agrees to the terms of the CCSNH contract or fee, the selection criteria and designated fee may be modified and the selection process shall start over.

(11) After College approvals, the top ranked firm and successfully negotiated agreement are recommended to the CCSNH Board of Trustees for Project Approval if $100,000 or more.

ii) Small Projects:

(1) The process follows the same steps as the Major Projects process without requiring RFQ and Committee interviews. The Director of Capital Planning and Development will consider no less than three (3) qualified firms.

c) Professional Services Fees

i) Process: For Major projects, the Director of Capital Planning and Development will negotiate fees using reasonable and fair judgments taking into consideration factors including market, experience, etc. If the CCSNH and the consultant cannot agree, the negotiations will be ended with the firm and go to the next qualified one.

d) Agreements

i) Standard Consultant Agreement:

(1) For basic design and construction services, CCSNH will use modified AIA documents. This agreement is a contract between the Owner (CCSNH) and the consulting firm. This agreement is maintained by the Director of Capital Planning and Development.

(2) The agreement contains two major segments: the body of the agreement and the agreement exhibits. The body of the agreement identifies the responsibilities of both the owner and contractor. The exhibits include:

a) Scope of work
b) Design and Construction Schedule
c) Cost of the work and method of payment
d) Rate sheet for time and material work
e) Forms: partial and final lien waivers and release; subcontractor employee master list; Substantial Completion and Final Completion
f) Bond and Insurance Requirements/Certificates
g) Certificate of Corporate Authority
h) Secretary of State of the State of New Hampshire Certificate

i) Other project specific requirements (e.g., CCSNH Board of Trustees or municipality presentations or visits, site visits, number of brochures needed)

(3) The Director of Capital Planning and Development prepares the agreement. The agreement is sent to the Contractor along with a transmittal letter that requests the firm’s representative to: (a) sign the Agreement; (b) send a Certificate of Insurance; (c) send a certificate of vote; (d) send a secretary of state certificate; (e) direct all correspondence to the Director of Capital Planning and Development and (f) return the agreement to the Director of Capital Planning and Development. Normally, three signed copies of the agreement are required: one each for the Director of Capital Planning and Development, CCSNH file, and the contractor.

(4) After the contractor returns the signed copies of the agreement, the CCSNH Chancellor executes it.

(ii) General Consulting Agreement:

(1) For services requiring no direct design and construction responsibility by the contractor (such as the owner’s design-build technical contractor, programming, master planning, and studies), a General Consulting Agreement will be used. The agreement specifies the scope of services, conditions for employment, agreed upon contract payment, the project completion date, and related contractual information. This agreement is maintained by The Director of Capital Planning and Development.

(2) The Director of Capital Planning and Development follows the same procedures as for the SCA above.

e) Engagement Limitations

i) Firms providing programming and/or preliminary design on a given project may be eligible to provide design services for that project when that work is used to establish the project budget.

f) Payments

i) General: Contractors may request payments following the criteria established in the agreement. The Contractor is supplied any payment request forms and instructions with the agreement.

ii) Invoice: The Contractor must submit to the Director of Capital Planning and Development a request for payment of services performed at any stage of the projects development (e.g., schematic, preliminary design). Invoices must accompany all payment requests submitted by a Contractor detailing the services completed. The payment request shall summarize the total bill to date and the current bill.

iii) Executed Agreement: The Director of Capital Planning and Development will review and approve all Contractor payments. No payments should be approved unless an executed agreement is on file.
2) Design Management: The project design process can begin once the contractor agreement is executed. The CCSNH’s Director of Capital Planning and Development is the Owner’s Representative during the design of the project. All instructions and approvals come to the contractor from the Director of Capital Planning and Development. The Director of Capital Planning and Development manages the total project budget and requires the contractor to manage the construction budget. The Director of Capital Planning and Development will manage internal CCSNH approvals and instruct the contractor accordingly.

   a) Meetings and Stakeholders
      i) CCSNH projects normally involve many academic, student, and service groups as stakeholders. The Director of Capital Planning and Development arranges for and coordinates the contractor’s contact with these groups. Meetings are scheduled by the Director of Capital Planning and Development’s office.
      ii) Meeting minutes are kept by the contractor and reviewed by the Director of Capital Planning and Development before issue. Meeting minutes should be issued to all participants within five working days.

   b) Design Phases
      i) Planning and Master Planning: See Chapter 3 for information regarding Planning and Master Planning. Program verification may be required prior to beginning the Schematic Design phase, especially if a significant period of time has elapsed between the two phases.
      ii) Schematic Design (SD): During Schematic Design, the consultant develops study drawings, documents, and other media that illustrate design concepts for CCSNH review. Building code requirements are initially researched and addressed during Schematic Design.
      iii) The SD review submittal should include an SD Brochure, including drawings, a project narrative, and a construction cost estimate among other items. Project Design will be submitted to the Director of Capital Planning and Development who may recommend to be submitted to the CCSNH Board of Trustees. Once the SD submittal has been reviewed and approved the design can proceed to the Design Development phase.
      iv) Design Development (DD): DD phase work begins with the approved SD documents and develops them in further detail. This phase begins to establish mechanical, electrical, plumbing, structural, and architectural details.
      v) The DD review submittal should include dimensioned drawings and outline specifications. The construction cost estimate should also be updated at this time. Once the DD submittal has been reviewed and approved the design can proceed to the Construction Documents phase.
      vi) Construction Documents (CD): The CD phase incorporates all design decisions made in previous phases into detailed drawings and specifications to be used in the bidding and construction of the project.
      vii) There are generally two CD phase reviews. The first review occurs at approximately 50% completion of the Construction Documents. The final review takes place after the contractor team is complete with the CD package.

   c) Final Review and Approval - The Director of Capital Planning and Development shall schedule a Final Document Review Meeting to give stakeholders the opportunity to review and approve the Contract Documents, Drawings and Specifications.
      i) The Director of Capital Planning and Development will require the Contractor to provide 100 percent complete Documents (including drawings and specifications)
at least one week before a scheduled review meeting. Large projects, as identified by the Director of Capital Planning and Development, will require additional review time.

ii) The Contractor is responsible for preparing all portions of the contract documents except those specifically supplied by the CCSNH.

iii) In addition to reviewing the Drawings and Specifications, the Director of Capital Planning and Development shall review all other Contract Documents for coordination with the Drawings and the Specifications. The Contractor will revise the Contract Documents according to the directions received at the final review meeting.

iv) Once the contract documents are complete, the Director of Capital Planning and Development will establish the advertisement date during the final document review meeting. The Director of Capital Planning and Development will require the Contractor to produce complete documents before bidding.

v) Projects requiring Code Review should be submitted to the Director of Planning and Development at this time. See Chapter 6 for information regarding Code Submission.

3) Contract Documents: Bidding and Contract Documents may be prepared by the Director of Capital Planning and Development or a Contractor and shall be bound into the Project Manual.

a) Bidding Documents and Requirements - Bidding Documents and Requirements are used to attract bidders and explain the procedures bidders are to follow in preparing and submitting their bids, helping them avoid disqualification. Bidding Requirements address all prospective bidders interested in the project while the Contract Documents concern the successful bidder who will be signing the contract with the CCSNH.

i) The Advertisement for Bids is a published notice soliciting bids for a construction contract and it is a Contract Document. The Information for Bidders is maintained by the Director of Planning and Development.

ii) The Information for Bidders states procedures to be followed and provides data about the project. It covers the preparation and submission of bids, and such details as bonds, bid security, Bidders Statement of Qualifications, award of contract, time of completion, liquidated damages, and any special bidding conditions that apply to the project. The Information for Bidders is maintained by the Director of Capital Planning and Development.

iii) The Bid for Lump Sum Contract (Bid Form) is a document furnished to a bidder to be completed, signed, and submitted as the bidder’s Bid. The Bid Form provides blank spaces to be filled in by the bidder and a place for the bidder’s signature to indicate the bidder agrees to all the provisions in the Form. Data to be filled in by the bidder include: bidder’s name, address, and other bidder information, addenda receipt, base bid, alternates, and unit prices. The Bid Form is maintained by Director of Capital Planning and Development.

iv) The Bidder’s Statement of Qualifications helps the CCSNH to determine that a bidder qualifies as a Responsible Bidder. The Information for Bidders sets forth bidder requirements for completing the Bidder’s Statement. The Statement is maintained by the Director of Capital Planning and Development.

b) Contract Documents - The Contract Documents contain the legally enforceable requirements which become part of the contract when the Construction Contract form and other related contract forms are signed. See Section L, Award of Contract, for...
procedures to follow in transmitting the appropriate Contract Forms to the successful contractor. The Contract Documents consist of the following:

- Contract for Construction
- Contract Conditions
- Project Technical Specifications and Requirements
- Drawings
- Addenda
- Contractor's Bid (Bid Form)
- Contractor's Performance and Payment Bonds
- Notice to Proceed
- Other exhibits or post-bid adjustments identified in the Contract for Construction
- Advertisement for Bid
- Information for Bidders
- Change Orders (issued after execution of the Contract for Construction)

i) Contract for Construction
   (1) The Contract is the document signed by the CCSNH and the Contractor and is the legal instrument binding the parties to the work. It defines the relationships and obligations existing between the CCSNH and the Contractor and lists the documents which make up the contract. The form of the Contract is maintained by the Director of Capital Planning and Development.
   (2) The contract price is the accepted Base Proposal or Bid submitted by the successful contractor on the Bid Form adjusted by accepted additive alternates. The contract price shall not be adjusted by negotiation.

ii) Contract Conditions - Contract Conditions define the basic rights, responsibilities and relationships of the parties involved in the construction process. Contract conditions are of the following two types:
   (1) General Conditions: General Conditions are general clauses that establish how the project is to be administered. The documents are maintained by Director of Capital Planning and Development.
   (2) Special Conditions: Special Conditions modify or supplement the General Conditions, as needed, to provide for conditions unique to a specific project. They consist of modifications and additions such as those imposed on federally assisted projects. Project specific contract requirements should be included in the Special Conditions. The document is maintained by Director of Capital Planning and Development.

iii) Project Technical Specifications and Requirements - The Project Technical Specifications and Requirements, or project manual, are usually prepared by the Consultant and reviewed by the CCSNH.

iv) Drawings - The Drawings are usually prepared by the Consultant and reviewed by the CCSNH. They must be specifically enumerated in the Contract Documents.

v) Addenda - Addenda are documents that clarify, revise, add, or delete portions of the issued Documents. Addenda requirements are maintained by Director of Capital Planning and Development.

vi) Contractor’s Bid - The Contractor’s Bid is the Bid Form completed by the Bidder, signed, and addressed to the Owner. This document includes any required attachments, such as the Contractor’s completed Statement of Qualifications and Bid Bond.
vii) Performance and Payment Bonds
   (1) The CCSNH’s performance bond and payment bond requirements and forms are maintained by Director of Capital Planning and Development.
   (2) The Performance Bond and Payment Bond provide a source of funds which can be used to reimburse the CCSNH for completing the work or correcting deficiencies in the event the Contractor does not complete the work in accordance with the Contract. The bond also provides a source of compensation for unpaid subcontractors, suppliers, or workers who have furnished goods or services to the project. The amount of both the Performance Bond and the Payment Bond must be at least 100 percent of the Contract Price.
   (3) Bidder Instructions for the Performance Bond and the Payment Bond are in the Information for Proposers or Bidders and in the General Conditions. The bond form is provided to the Contractor by the CCSNH.

viii) Notice to Proceed – The Notice to Proceed is issued after the Contractor has submitted all required Bonds, Insurance, and a signed contract.

ix) Other Exhibits
   (1) The Contractor must provide a List of Subcontractors
   (2) Roofing System Manufacturer’s Certification (if applicable)
   (3) Post-bid adjustments (if applicable)
   (4) Certificates of Insurance: The CCSNH’s insurance requirements are found in the General Conditions. The contractor must provide the required certificates of insurance.

x) Advertisement for Bid - The Advertisement for Bid is included in the Contract Documents. See Bidding Documents and Requirements above for additional information.

xi) Information for Bidders - The Information for Bidders is included in the Contract Documents. See Bidding Documents and Requirements above for additional information.

xii) Change Orders - Change Order is the modifications to the Contract made after the Contract is executed.

4) Bidding and Award - Contracts for construction will be advertised so the number of bids or proposals will not be restricted or curtailed and will be open to all persons complying with the terms upon which the bids are requested or solicited. The general advertisement process is described below.
   a) Advertisement - The Director of Capital Planning and Development coordinates the Advertisement process. The Advertisement describes where Bidders can obtain Bid requirements, drawings and specifications (the Documents), the date, time, and location of the bid opening and pre-bid meeting, and the Supplier Diversity participation goal. Before Advertisement, the Director of Capital Planning and Development sends the Contractor:
      i) One copy of the Advertisement.
      ii) One copy of the List of Plan Rooms.
      iii) One copy of the Information for Bidders and General Conditions.
      iv) One copy of the Bidder’s Statement of Qualifications and Supplier Diversity forms.
      v) Prevailing Wage Rates, if required, for the county where the work will be performed.
      vi) Instruction on how many sets of documents to print, where to send them and when the Contractor must deliver them.
b) Document Distribution - The Contractor assembles the Documents and the Director of Capital Planning and Development instructs the Contractor on whether an electronic plan room will be used for distribution of documents will be distributed manually. One (1) set of Documents will be provided to each of the Plan Rooms listed in the List of Plan Rooms included in the Documents. The College may also have sets of Documents sent to the College for distribution. The College or electronic plan room maintains the list of plan holders.

c) Addenda

i) Addenda are written text and/or drawings issued to clarify, revise, add to, or delete information in the original bidding documents or in previous Addenda. Addenda are issued before the opening for bids.

ii) Addenda are Contract Documents. The Director of Capital Planning and Development shall approve all addenda items before issuing. If directed by the Director of Capital Planning and Development, the Contractor shall prepare and distribute addenda directly to all plan holders.

iii) The Director of Capital Planning and Development will distribute addenda so all plan holders have a copy of the addenda at least 72 hours before the bid opening. This may be done through the electronic plan room or the Director of Capital Planning and Development may instruct the Contractor to distribute to all plan holders. The Director of Capital Planning and Development may extend the bid date if this requirement cannot be met.

iv) If the Bid Form is revised by addenda, the revised Bid Form shall be issued on a different colored paper to distinguish the revised Bid Form from the original Bid Form.

v) Besides issuing Addenda to bidders, a copy of the Addenda must be placed in each set of the Documents that has not been issued.

d) Pre-Bid Meeting - The Director of Capital Planning and Development, assisted by the Contractor, may hold a Pre-bid Meeting before the Bid Opening. All interested bidders are invited to attend to ask questions about the project requirements, drawings and specifications and to inspect the construction site. All questions requiring interpretations by the Contractor shall be answered by Addendum. The Director of Capital Planning and Development shall conduct the meeting in the format shown in the Pre-bid Meeting Notes. The Contractor later issues addenda, if necessary, to clarify or modify any questioned contract items identified at the Pre-bid Meeting that require clarification.

e) Interest in the Project - To help assure that the CCSNH receives the most bids possible (and a minimum of three), the Director of Capital Planning and Development will use the following guidelines:

i) The contractor should be directed to review the local bidding climate before the preparation of Documents. The size and composition of projects should be considered to encourage competitive bidding.

ii) If it appears likely that a conflict among projects will occur in the market, the rescheduling of the due date should be considered if time permits and if the Director of Capital Planning and Development expects that rescheduling will result in additional interest in the project.

iii) The contractor should review the plan holders list after the project has been on the market for seven to ten days to confirm adequate interest in the project. The contractor should contact several prospective bidders to assure the CCSNH will receive at least three bids.
iv) If there is little interest in the project, the contractor, with the assistance of the Director of Capital Planning and Development, should contact potential bidders and determine the cause.

v) Each college should maintain a record with the project title, nature of the project and names of all the bidders on each project. This information should then be used as a resource in planning and marketing future projects.

f) Opening of Bids - The Director of Capital Planning and Development conducts a public bid.

g) Protests - Persons or entities may protest the CCSNH’s selection of the apparent low bidder, with resolution to the CCSNH’s satisfaction before the contract is awarded. Report any protest to the Director of Planning and Development for resolution. Protests may be made at Opening regarding a bid irregularity.

(i) Protest Procedures

1. Reflecting the CCSNH’s goal to ensure effective and efficient expenditure of public funds, and fair and expeditious resolution of protests to a solicitation or award of federal procurement contracts, as well as to reduce cases outside the agency, the regulations direct that, prior to submission of a protest to the contracting agency, all parties use their best efforts to resolve concerns with agency contracting officers through open and frank discussions.

2. In cases where concerns cannot be resolved at this level and a protest is submitted to the agency, the agency is directed to provide for inexpensive, informal, procedurally simple, and expeditious resolution of protests and to use, where appropriate, alternative dispute resolution techniques, third-party neutrals, or even another agency’s personnel.

3. If a protest is received before the award of the contract, the contract will not be awarded, pending a decision on the protest, unless the items or services are urgently needed, delivery or the performance will be unduly delayed, or the prompt award will otherwise be in the best interests of the government. If the protest is received within 10 of contract award, performance of the contract will be suspended, pending resolution of the protest. The Director of Capital Planning and Development must notify all other eligible offerors of the protest especially when the award will be suspended pending resolution of the protest. If a protest is received 10 days after award of the contract, the individual agency procedures will determine how the protest will be handled. The contract performance might not be suspended or terminated in these cases unless it is likely that the award will be invalidated and the delay will not be prejudicial to the government’s interest.

h) Irregularities

i) Some irregularities in the form or content of a proposal or bid may make it non-responsive. A non-responsive bid materially varies from the form or content requirements of the Bid Documents. Examples of such irregularities include but are not limited to: incomplete submittals, unsigned bids, attachments or related documents, qualifications, discrepancies, submittals on unauthorized forms, late or mishandled bids, or claimed mistakes.

i) Bid Evaluation for Lowest Best Bid awards
i) Contractor Evaluation
(1) After the CCSNH has received the bids, the Director of Capital Planning and Development shall instruct the Contractor to evaluate the bids and low bid Contractor. Information to evaluate the bidder is contained in the document Bidder’s Statement of Qualifications. The bidder submits this document with its bid.
(2) If the bids differ substantially from the Contractor’s estimate, the Contractor will provide documentation that explains the differences. Additionally, the Contractor shall also review the bid spread.
(3) The Director of Capital Planning and Development will require the Contractor to make a written determination of the responsiveness and responsibility of the apparent low bidder, and a recommendation whether to award the contract to the apparent low bidder.

ii) CCSNH Evaluation
(1) The Director of Capital Planning and Development evaluates the bids received, the Contractor’s Evaluation, the Bidders Statement of Qualifications, and any other appropriate documentation.
(2) The Director of Capital Planning and Development will compare the bids with the project budget as contained in the Project Cost Summary. After the contract award is determined, a final Project Cost Summary is prepared for approval. Chancellor’s signature is required if cost exceeds $50,000.

j) Rejection of Proposals and Bids
i) Irregularities: Bids with irregularities may be rejected if the Director of Planning and Development decides the irregularity cannot be waived.
ii) Reject All Bids: All bids may be rejected if acceptance of the lowest responsible bid is not in the best interest of the CCSNH.
iii) Non-Qualified Bidder: A bid may be rejected if the bidder is determined to be non-Qualified.

k) Withdrawal of Bids
i) A Bid may be withdrawn any time before the scheduled closing time for receipt of bids.
ii) A bid received and not withdrawn before the opening is irrevocable for 60 days or other period established in the Contract Documents.
iii) See the Information for Bidders for additional information.

l) Award of Contract - All of the following conditions must be met before awarding any construction contract:
i) The Contractor has been chosen by competitive bidding, and the award is to be made to the lowest qualified bidder submitting a responsive bid.
ii) The contract documents conform to the documents used in the bidding process.
iii) All protests or disputes as to bidding or award of the contract have been resolved.
iv) The scope of work matches the project scope.
v) Funds are available for the total project cost.
vi) Approval from external agencies funding the project has been obtained in writing.
vii) The contractor has provided proper insurance and bonds.
viii) All necessary CCSNH approvals have been obtained.
ix) For projects of $100,000 or more, the Director of Capital Planning and Development submits the contract to the CCSNH Facilities Board for review and
m) Contract Execution

i) After the contract has received all necessary approvals, the Director of Capital Planning and Development prepares the Contract transmittal including the Contract form, Bond requirements, Insurance certificates and requirements, list of subcontractor requirements, and roofing certification requirements (if applicable) to the Contractor.

ii) The Director of Capital Planning and Development sends the Contract and accompanying documents by certified mail to the Contractor.

iii) The Contractor must follow the instructions in the General Conditions for properly preparing and returning these documents. The contract period begins when the Contractor receives the unsigned contract. Fifteen calendar days are allotted in the construction schedule for the Contractor to process and return the completed documents to the Director of Capital Planning and Development.

iv) The Director of Capital Planning and Development receives the signed contract and accompanying documents from Contractor.

v) After acceptable review, the contract is signed by a CCSNH authorized person for execution by the Director of Capital Planning and Development.

vi) CCSNH finance issues the Notice to Proceed and returns all documents back to the Director of Capital Planning and Development for distribution.

5) Construction

a) General

i) Owner’s Representative: The Owner’s Representative (Director of Capital Planning and Development), assumes management of the project after the award of contract.

ii) Pre-construction Meeting: The Owner’s Representative shall arrange a Pre-construction Meeting to discuss such items as the routing of communication, the construction schedule, construction documents, roof warranty requirements (if applicable), contractor submittals, use of the premises, special project requirements, and potential change orders. The Owner’s Representative introduces project participants and reviews the General Conditions, conducting the meeting according to the format of the Preconstruction Meeting Notes Template, and verbally reviewing the examples contained in the Preconstruction Orientation Booklet.

iii) Notice to Proceed: No work is permitted on site until the Notice to Proceed is received by the Contractor, signed, and returned to Owner.

iv) Reports and Communication: The Owner’s Representative coordinates reports and communication among the CCSNH, contractor, and client throughout the construction phase. With few exceptions, all communications and reports regarding the project flow through the Owner’s Representative, who shall maintain a record of project actions including phone calls, letters, and memos.

b) Construction Observation

i) The Contractor is responsible to make periodic site visits to review the work. The Contractor shall visit the site as required by the Construction Director of Capital Planning and Development to assure construction conformance to drawings and specifications.
Additional Testing and Inspection. If there are specialty items requiring inspection or testing, the CCSNH should hire a firm with the expertise required to perform such testing, such as concrete testing, weld testing, etc.

c) Safety
i) Contractor’s Responsibilities: The Contractor is solely responsible for the safety of its employees on the job site. As required by the General Conditions.

ii) Owner’s Representative Responsibilities: Although the Owner’s Representative does not direct the Contractor regarding safety inside the perimeter of the job site, a potential safety hazard should be pointed out. If a life-threatening situation is observed, the Owner’s Representative may shut down the job and require remedial action by the Contractor. The Owner’s Representative may direct the contractor in removing any potential hazard to students, faculty or staff, to members of the general public or to property.

iii) Contractor’s Job Site Accident Report: If a Contractor’s employee is injured on the job site and requires medical attention, the Contractor is required to submit an Injury Report to the Division of Workmen’s Compensation. The Owner’s Representative requests a copy of the report from the Contractor. It is given to the College Facilities Administrator for review and is ultimately placed in the Project File.

d) Supplier Diversity Participation
i) The Owner’s Representative will monitor the status of the diverse subcontractors and/or suppliers on the project and notify the Director of Capital Planning and Development should the Contractor drop or change a diverse subcontractor or supplier. The Contractor must maintain the supplier diversity percent goal indicated in the awarded contract. If the Contractor must remove any diverse subcontractor or supplier, the Contractor must notify the Owner’s Representative. The Contractor must make a good faith effort to replace the participation with another diverse firm, and satisfactorily explain why the removal was necessary. The Director of Capital Planning and Development will review all Contractor requests to remove or change of any diverse firm from the project. The Director of Capital Planning and Development will recommend appropriate action to the Contracting Officer including acceptance, or declaring the Contractor ineligible for future CCSNH Contracts for no more than 6 months, or finding the Contractor in material breach of the contract.

e) Change Orders
i) Policy
(1) A Change Order is a written agreement executed between the CCSNH and the Contractor, after execution of the Contract authorizing a change in the work (any additions, deletions or modifications); contract amount, or contract completion date. Change Orders can be issued at any time during the contract period. The Owner’s Representative must provide documentation to support all Change Orders.

(2) When a Change Order requires significant design modifications. The Director of Planning and Development will also determine if CCSNH Board of Trustee’s approval is required.

(3) Field Orders or Letters of Authorization to Proceed may be issued by the Director of Capital Planning and Development for work changes within the scope of work. These orders/authorizations shall prompt a formal Change Order.
(4) Optional Change Orders: An optional change order is not required, nor necessary, for the completion of the original contract. Any change for work not covered in, or unrelated to, the original project is optional. Optional Change Orders will not be used unless the CCSNH gains no advantage from competitively bidding the work.

(5) Design Requirements: Design is required when the change alters a diagrammed, sketched or drawn detail or arrangement, or when a drawing, sketch or other specific technical input is necessary from the Contractor. Design is typically not required when the change affects specified items, unforeseen conditions, or items of a minor nature that can be noted on an as-built drawing. Additional design fees may be paid for change orders requiring additional design work.

ii. Change Order Procedures:

(1) Purpose: The Change Order’s usual purpose is to facilitate the completion of work as intended by the original plans and specifications. Deviations from the original project intent must be approved by the Chancellor.

(2) Types: Change Orders may be of four types:

(a) Required (with design)
(b) Required (without design)
(c) Optional (with design)
(d) Optional (without design)

(3) Amount.

(4) Methods of Costing

There are four methods of costing:

(a) "Lump sum" for which support data are submitted, evaluated, negotiated and approved prior to writing the Change Order;
(b) Time and material, for which work is authorized with the contractor supplying detailed, actual time and material cost information to be signed each day by the Director of Capital Planning and Development and submitted with the payment request after completion of the work;
(c) Time and material with fixed maximum, which is the same as 2 above, except that a cost limit is negotiated prior to the start of the work; and
(d) Unit cost, for which an authorization to proceed is given based on the agreed upon unit cost negotiated in the original contract.

The Contractor is to estimate any Change Order Requests requiring design.

(5) Contractor Support Data

The Director of Capital Planning and Development requests the following support data from the Contractor for all Change Orders requiring design:

(a) all design documents required by the contractor for the implementation of the Change Order Request;
(b) a detailed cost estimate (not just approval of the contractor’s estimate).

(6) Contractor Support Data

The Director of Capital Planning and Development requests the following support data for all Lump Sum Change Orders from the Contractor:

(a) labor, a breakdown by item and hours required for each craft with rate (employer’s cost, including fringe benefits);
(b) materials, a breakdown by item, including quantities and unit costs;
(c) overhead and profit, markups consistent with the General Conditions; and
(d) time extension, if applicable. See General Conditions, for a more
comprehensive breakdown of contractor support data requirements.

(7) Initiation of Change Order Request
The Change Order Request Form is originated by the Director of Capital Planning and Development. The Director of Capital Planning and Development may be asked to initiate a Change Order Request by the Architect, college or the contractor.

f) Schedule and Payroll Record
   i. Project Schedule: The Contractor is required to submit a schedule of planned progress on construction work. As the work proceeds, the Owner’s Representative is responsible for tracking project progress. When monthly Contractor payments are processed, a monthly Project Schedule should be generated which compares scheduled progress and actual progress. The Owner’s Representative should use this schedule to encourage the Contractor to conform to the Project Schedule.

   ii. Payroll Records, when required for Federal projects.
         (1) The Contractor is responsible for paying prevailing wage rates and benefits and keeping supporting payroll records. The contractor shall submit weekly certified payroll records with each monthly application for payment (see General Conditions when payroll records are required).

         (2) Examples of situations requiring payroll inspection include:

             (a) Resolving questions on payment of proper wage rates.

             (b) Checking support data for time and material change orders.

             (c) Verifying Contractor’s certification that all wage rates and benefits have been paid. (3) The Owner’s Representative should contact the Prevailing Wage Coordinator with any questions regarding prevailing wage. Wage rate disputes shall be forwarded to the Director of Capital Planning and Development for resolution.

   g) Payment
      i. Schedule of Values: The Schedule of Values submitted by the Contractor serves as the basis for the Contractor payment process. The Owner’s Representative reviews and approves the Schedule of Values (prepared in accordance with Instructions for Completing the Breakdown of Costs) and works directly with the Contractor in resolving any discrepancies.

      ii. Contractor Payment Process: After the Schedule of Values data has been approved, the Contractor may request payments.

          (1) The Contractor should be instructed to submit an application for payment on a monthly basis (see General Conditions).

          (2) The Contractor will be paid in a timely manner after approval.

h) Retainage
Each month, the Contractor is paid for 95 percent of the earned value of all completed work (including the associated cost of labor, materials, overhead and profit), less previous monthly payments.

   i) Breach of Contract
The General Conditions outline breach of contract conditions. The Owner’s Representative will issue all correspondence to the CMR regarding any breach of contract

i. The first correspondence to the CMR beginning a contract problem should be sent to the CMR identifying the problem. The correspondence shall indicate a specific time period for the CMR to respond. If the CMR fails to respond, a second letter should be written with copies sent to the CMR’s bonding company.

ii. If the CMR fails to respond or provide corrective actions, the project may need to be turned over to the bonding company by the Director of Capital Planning and Development. Correspondence to the bonding company should be copied to the CMR.

j) Damages for Delay

(i) Purpose: The Director of Capital Planning and Development may assess the Contractor Damages for Delay. The General Conditions, inform the CMR of liability for actual damages due to the delay, and these are included in the Construction Agreement. The CMR agrees to a reduction in the Contract Price as provided in the Contract Documents. Damages are costs the Director of Capital Planning and Development measures because the project is not finished within the agreed time. Examples include:

1. Loss in revenue from revenue generating facilities such as bookstores, parking structures, or residence halls.
2. Increased interest costs on construction financing.
3. Loss of research grants.
4. Additional administrative costs.

(ii) Actual Damages: Actual Damages are specified in the General Conditions if no Liquidated Damages are specified. Actual Damages are calculated once the delay is over and all costs have been realized.

(iii) Liquidated Damages: Liquidated Damages must be identified on the bid form under schedule requirements. The delay costs are predicted by the Director of Capital Planning and Development and expressed as a dollar per day charge.

(iv) Withhold Payment: The Director of Capital Planning and Development will retain the right to withhold payments where there is reasonable doubt the contract can be completed within the time specified.

k) Materials Stored at Site

To provide incentive for the CMR to purchase long lead items critical to project completion, items of considerable magnitude, if suitably stored in a Bonded Warehouse (not owned or operated by the CMR or material supplier) or on the site, will be allowed in the application for payment on the basis of ninety-five percent (95%) of original invoices.

l) Administrative Review - Process: All unresolved claims by the Contractor and disputes between the Contractor and the CCSNH must follow the process set forth in General Conditions

ii. Claim or dispute submittal by the Contractor to the Owner’s Representative.
iii. The Owner’s Representative may request review of claim or dispute by the Architect. The claim or dispute may be resolved at this step.

iv. Recommendation by Architect to Owner’s Representative for decision submitted to Contractor for agreement.

v. If disagreement, further Administrative Review by the Contracting Officer or his Designee up to two times, at which point review concludes.

6. Project Closeout:

i. General: Project Completion includes all work completed, including clean-up, punch list items, and work added by contract change order. The Director of Capital Planning and Development may lose the benefit of the contract provisions with respect to items of work which were deficiently performed or not completed by the Contractor if the Final Certification is sent prematurely.

ii. Partial Acceptance: The Director of Capital Planning and Development may request Partial Acceptance of an individual piece of equipment, system, or area prior to Final Completion. The punch list for that equipment, system, or area must be performed prior to partial occupancy. The Director of Capital Planning and Development will send a Letter of Partial Acceptance to the Contractor detailing the area accepted for use by CCSNH.

iii. Substantial Completion: CCSNH may take possession of the facility before Final Completion. Substantial Completion will include all submittals and work required under the contract, except minor items that will not interfere with the use of the facility.

iv. Final Certification: When the Contractor is satisfied that all items have been completed, the Contractor makes a Final Certification in writing to the Director of Capital Planning and Development that the job has been completed according to the plans and specifications as modified by change orders. The date of Final Completion is recorded in the Letter of Certification. The Contractor’s Certification is required prior to processing Contractor’s final payment request.

v. Final Payment: Final payment is made to the Contractor only after the Contractor fulfills all the above project close-out requirements.
Chapter 9: Design-Build Project Delivery Method

This Chapter outlines the procedures for design and construction procurement using the Design-Build project delivery method.

1) Professional Services
   The procurement process for Consultant services is similar in most respects to the processes followed for professional design services in the Competitive Bid procurement method.
   a) Professional Services Fee
      i) Process: The Director of Capital Planning and Development will negotiate fees using reasonable and fair judgment. If the Director of Capital Planning and Development and the consultant cannot agree, the negotiations will be ended and the CCSNH will go on to negotiate with the next Consultant.
      ii) Fee Guidelines: Consultant Fees to prepare Design/Build proposal documents are estimated. For example, Schematic Design through Design would be factored by 35% of the total Architectural fee. Services for proposal package preparation, responding to questions during the proposal phase, proposal evaluation services, and construction administration support are then added as not to exceed fees estimated based on the level of effort anticipated.

2) Pre-proposal Process
   The project pre-proposal process can begin once the scope is defined. The CCSNH's Director of Capital Planning and Development is the CCSNH Owner’s Representative during the pre-proposal phase of the project. All instructions and approvals come to the Director of Capital Planning and Development. The Director of Capital Planning and Development manages the total project budget and requires the consultant to manage the construction budget. The Director of Capital Planning and Development will manage internal CCSNH approvals and instruct the consultant accordingly.
   a) Meetings and Stakeholders
      i) CCSNH projects normally involve many academic, student, and service groups as stakeholders in a project. Director of Capital Planning and Development arranges for and coordinates the Consultant with these groups.
      ii) College organizations provide the scope of the project at each campus. The Director of Capital Planning and Development will arrange for and coordinate the Consultant’s contact with these groups.
      iii) Meeting minutes are kept by the Consultant and reviewed by the Director of Capital Planning and Development before issue. Meeting minutes should be issued to all participants within five working days.
   b) Proposal Documents
      i) Programming: See chapter 5 information regarding Programming and Planning Studies (PPS). Program verification may be required prior to assembly of the Project Requirements, especially if a significant period of time has elapsed between completion of the PPS and the Pre-proposal phase.
ii) Design Criteria: The Consultant develops documents that illustrate the CCSNH’s expectations for the project. Narrative and graphic materials are used to convey the project quantitative and qualitative requirements to proposers. The project budget should be confirmed once this data is compiled.

iii) Bridging Documents: The campus may elect to issue Bridging Documents as part of the Design-Build team selection process. The use of Bridging gives CCSNH more control over the final product but may lessen the benefits derived from the Design-Build process. Content of the Bridging Documents is flexible but usually comparable in detail to anything from Conceptual Design to Design Development, depending on the level of control the CCSNH wishes to assert on a given project.

iv) Request for Qualifications (RFQ): When utilizing a two-step selection process, the Director of Capital Planning and Development develops an RFQ. The RFQ is publicly advertised. This allows the CCSNH to prequalify the firms to be allowed to submit price and quality proposals.

v) Request for Proposals (RFP): The Director of Capital Planning develops the RFP for issuance to Proposers. This document includes the Design Criteria and Bridging Documents (if any), along with the Bidding Documents. When utilizing a two-step selection process, the RFP is only issued to prequalified proposing firms.

c) RFP Review and Approval
The Director of Capital Planning Development shall schedule an RFP Review Meeting with the college to give stakeholders the opportunity to review and approve the Request for Proposal documents, including Design Criteria and Bridging Documents (if any).

i) The Director of Capital Planning and Development will require the Consultant to provide 100 percent complete Proposal Documents at least one week before a scheduled review meeting. Large projects, as identified by the Director of Capital Planning and Development, may require additional review time.

ii) The Consultant is responsible for preparing and assembling all portions of the contract documents except those specifically supplied by the Director of Capital Planning and Development.

3) Selection Process
Selection of the Design-Build Team can be made using either a one-step or two-step process. A two-step process is sometimes preferred because it allows the CCSNH to only request proposals from those firms who are best qualified for the project. This is particularly useful when a stipend is offered to the unsuccessful proposers to increase the detail and quality of the proposals received. The two-step process begins with an RFQ which is open to all interested parties. Respondents are shortlisted to arrive at a group that will receive the RFP.

a) Request for Qualifications (RFQ)

i) The Director of Capital Planning and Development develops an RFQ and includes basic project scope information, including building purpose, size, and projected construction budget. Evaluation criteria for shortlist selection should also be included. It should be made clear that the purpose of the RFQ process is to identify the most qualified teams for the
particular project at hand; potential design solutions should not be received at this stage. The RFQ is then publicly advertised.

   ii) Once consensus is reached between the Director of Capital Planning and Development and the Selection Team, the Director of Capital Planning and Development issues the RFP to the shortlisted teams.

   iii) When using a one-step selection process, the RFQ/shortlisting step is eliminated.

iv) After qualifications are received from the potential Design-Build Teams, the Director of Capital Planning and Development issues the RFP to the shortlisted teams.

b) Request for Proposals (RFP)
   Includes the following information:

   i) The Information for Proposers states procedures to be followed and provides data about the project. It covers the preparation and submission of bids, and such details as bonds, bid security, Proposer’s Statement of Qualifications, award of contract, time of completion, liquidated damages, and any special bidding conditions that apply to the project. The Information for Proposers is maintained by the Director of Capital Planning and Development.

   ii) The Proposal for Lump Sum Contract (Proposal Form) is a document furnished to a Proposer to be completed, signed, and submitted as the Proposer’s Proposal. The Proposal Form provides blank spaces to be filled in by the Proposer and a place for the Proposer’s signature to indicate the Proposer agrees to all the provisions in the Form. The Proposal Form is maintained by the Director of Capital Planning and Development.

   iii) Contract Documents: The Contract Documents contain the legally enforceable requirements which become part of the contract when the Construction Contract form and other related contract forms are signed. These documents are included in the RFP to inform the Proposer of the contract they will be expected to execute with the CCSNH.

   iv) Space Program.

   v) Design Criteria.

   vi) Bridging Documents (if applicable).

c) Design-Build options
   There are currently two types of Design-Build processes in use by the CCSNH. “Design-Build with Bridging” provides a project design to the proposers, and the successful proposer is selected primarily based on cost and various detailed information described in the proposal. “Design-Build Competition” provides Design Criteria to the proposers, and their various design solutions are scored in addition to cost.

d) Proposal Process; Design-Build Competition
   This is a two-phased competitive approach. In Phase One, a “short list” of the most highly-qualified Proposers results from an analysis of their qualifications for the project. In Phase Two, the Director of Capital Planning and Development issues technical performance criteria and other project requirements to the short-listed teams in the form of a request for proposals (RFP). Each Proposer
responds with a qualitative proposal and firm price. The Director of Capital Planning and Development employs an evaluation system that appropriately balances qualitative features and price. The Director of Capital Planning and Development reviews each qualitative proposal and price and makes selection based upon an integrated assessment of what constitutes the “best value” (a combination of qualitative factors and price). As a best practice, the Design-Build Team (DBT) selection should always begin with a qualifications-based first phase, followed by a best-value oriented second phase.

i) Work session: The Director of Capital Planning and Development and the Selection Committee may meet separately with each DBT in a work session, to review initial concepts developed by the DBT, to answer questions and provide feedback to each team regarding the Director of Capital Planning and Development and the Selection Committee’s priorities and expectations. DBT concepts and questions will be treated as confidential and exclusive by the Director of Capital Planning and Development and the Selection Committee.

ii) Interviews: Interviews should be held at least one week after Proposals are received to give the Director of Capital Planning and Development and the Selection Committee ample time to become familiar with each proposed solution and formulate questions for the Proposers. Proposers should be given sufficient opportunity during their interview to present their proposed solutions and answer questions from the Director of Capital Planning and Development and the Selection Committee.

The DBT’s ability to involve the Director of Capital Planning and Development and the Selection Committee in the development of the proposal through the work session and to incorporate committee reactions and feedback will be scored as part of the final evaluation.

e) Evaluation procedures - Design-Build Competition

i) The purpose of the evaluation process is to establish the apparent best proposer through the application of uniform criteria. The Director of Capital Planning and the Selection Committee prepares a detailed review of each proposal and Development and assigns a Quality Point Value to each item indicated in the Technical Evaluation Criteria. The Committee may, in the course of their review, find that some clarification of a proposal is necessary and required for a fair and objective evaluation. In that event, such clarification will be requested in writing through the Director of Capital Planning and Development and the proposer will be given an opportunity to respond in writing.

ii) Criteria: Both the proposed price and non-price (qualitative) factors are considered. The following is an example of qualitative evaluation point values for a new freestanding building project. These must be customized to reflect the needs of the particular project. Price/cost proposals are opened after completion of the qualitative evaluation to avoid having price influence the qualitative evaluation.

iii) Non-responsive proposals: During the evaluation process it may become apparent that one or more of the proposals do not qualify for consideration on the basis of technical evaluation deficiencies. If so
determined by the Director of Capital Planning and the Selection Committee, these proposals will be returned to the Proposer as non-responsive.

iv) Establishment of apparent best proposal: After the review of proposals and upon award of contract, the Technical Proposal and other proposal documents submitted by the apparent best proposer will be available for review by all interested participants. Detailed analysis and technical evaluation data for all other proposals will be retained by the CCSNH in confidence and will not be available for review.

f) Proposal/Evaluation Process; Design-Build with Bridging

This method of selection closely resembles the design-bid-build process. The Director of Capital Planning and Development’s design concepts are developed and communicated to the Proposers in the RFP. The selected firm’s role in design is more that of a detailer than of an actual design-builder. Proposals are evaluated to determine if each submission meets the base criteria and award is made to the lowest responsive Proposer.

g) Contract Execution

The process for Contract Execution is similar in most respects to the processes followed for the Competitive Bid procurement method.

4) Design Management

The completion of the project design process can begin once the Contract for Construction is executed. The remainder of the design process is managed similarly in most respects to the processes followed for professional design services in the Competitive Bid procurement method.

a) Design Phases

i) The processes required to complete the remainder of the project design depends on the level of Bridging provided and/or the progress and accuracy of the design documents provided by the successful proposer. Depending on these factors, the project may only require completion of Construction Documents or could be at a level of completion that is less than Schematic Design. The level of completion of the project design should be stipulated in the RFP, and must be agreed to prior to Contract execution. Reviews through the remainder of the design phases should be similar to those followed for professional design services in the Competitive Bid procurement method.

ii) The Design-Build Team should update project costs at the conclusion of each design phase. The project design should not be considered approved for proceeding with the next phase until the project budget is aligned with the College’s expectations.

b) Final Review and Approval

The Director of Capital Planning and Development shall schedule a Final Document Review Meeting to give stakeholders the opportunity to review and approve the Contract Documents, Drawings and Specifications. Documents should be carefully reviewed to confirm compliance with the DB Proposal.
Chapter 10: Construction Manager at Risk Project Delivery Method

This Chapter outlines the procedures for design and construction procurement using the Construction Manager at Risk (CMR) project delivery method. Criteria to be considered in determining if a project is a good candidate for construction management at risk.

1) Professional Services
   To begin the procurement process for professional design services, the College sends a project request with funding information to the Director of Capital Planning and Development. The procurement and administration of professional services, until a consultant contract is awarded, will be managed by the Director of Capital Planning and Development.

   a) Consultant Selection
      i) Classifications:
         CCSNH uses two procedures for the selection of consultants depending on the size of the project. The dollar sizes of the projects mentioned below are guidelines. The Small Projects procedure may be used for projects with $25,000 to $100,000 based on the judgment of the Director of Capital Planning and Development.

         (1) Major Projects include new buildings, major renovations and significant studies. Typically, professional fees on Major projects exceed $100,000.

         (2) Small Projects: Small Projects include various types of consulting and typically have professional fees $25,000 to $100,000.

      ii) Evaluation Criteria:
         CCSNH procedures for selecting consultants follow the intent of State and Federal guidelines. For each project, the firms will be evaluated based on the following:

         (1) The firm's qualifications.

         (2) The number of projects the firm has completed that are similar in scope and size.

         (3) The current number of contracts the firm has with the CCSNH.

         (4) The firm's past performance.

         (5) The firm's present work load.

         (6) The firm's experience with the project.

         (7) The firm's status as a State of New Hampshire Firm.

   b) Selection Procedure
      i) Major Projects The Director of Capital Planning and Development defines the project scope.

         (1) For new buildings or major renovations the College President appoints a selection committee. Members of the committee will include appropriate user representatives including faculty, staff and students. The Director of Capital Planning and Development will also be appointed to the committee. The College President may appoint a committee point person for the Director of Capital Planning and Development to coordinate with. The Director of Capital Planning and Development will
be responsible for coordination of user input, concerns, and suggestions. The primary role of the committee is to develop and define the program needs and ensure the design satisfies the program needs.

(2) The Director of Capital Planning and Development prepares a Request for Qualifications (RFQ). The RFQ outlines the project scope and services required.

(3) The Director of Capital Planning and Development will determine the appropriate architect/engineer fee for the project. Typically, a CMR delivery method will require additional fees from the consultant for additional bid packages, etc.

(4) The Director of Capital Planning and Development advertises the project to develop a list of consultants to receive the RFQ.

(5) After qualifications are received from the consultants, the Director of Capital Planning and Development reviews the information and recommends a list of firms to interview to the committee. Only the most qualified consultants are invited to be interviewed.

(6) The interviews are coordinated by the Director of Capital Planning and Development and should include the selection committee.

(7) Based upon the above evaluation criteria, the selection committee ranks the firms and they recommends finalists. A written evaluation of the firms is placed in the project file with the Director of Capital Planning and Development.

(8) The Director of Capital Planning and Development negotiates the final form of the contract with the selected consultant.

(9) If the consultant does not agree to the terms of the CCSNH contract or fee, the selection criteria and designated fee may be modified and the selection process shall start over with the next qualified consultant.

(10) After CCSNH approvals, the top ranked firm and successfully negotiated agreement are recommended to the CCSNH Board of Trustees for Major Projects.

ii) Small Projects

iii) The process follows the same steps as the Major Projects process. However, an approval by the CCSNH Board of Trustees is not required.

c) Professional Services Fees:

i) Process: The Director of Capital Planning and Development will negotiate fees using reasonable and fair judgments. If the CCSNH and the consultant cannot agree, the negotiations will be ended.

d) Agreements

i) Standard Consultant Agreement:

(1) For basic design and construction services, an AIA Consultant Agreement is used. This agreement is a contract between the Owner (CCSNH) and the Consulting firm. This agreement is maintained by the Director of Capital Planning and Development.

(2) The agreement contains two major segments: the body of the agreement and the agreement exhibits. The body of the agreement identifies the responsibilities of both the Owner and Consultant. The exhibits include, at minimum:
(a) the name of the Director of Capital Planning and Development (owners representative)
(b) the scope of services
(c) amount available for construction
(d) the project schedule
(e) the fee and billing rates
(f) insurances

(e) Other project specific requirements

(i) The Director of Capital Planning and Development prepares the agreement. The agreement is sent to the Consultant along with a transmittal letter that requests the firm’s representative to: (1) sign the Agreement; (2) send a Certificate of Insurance; (3) direct all correspondence to the Director of Capital Planning and Development and (4) return the agreement to the Director of Capital Planning and Development. Normally, three signed copies of the agreement are required: one each for the Director of Capital Planning and Development, the CCSNH contracting official’s file, and the Consultant.

ii) After the Consultant returns the signed copies of the agreement, the Chancellor executes the agreement. Once the agreement is fully executed and returned to the Consultant, the Consultant may proceed with the project.

iii) General Consulting Agreement

(1) For services requiring no direct design and construction responsibility by the Consultant (such as the owner’s design-build technical consultant, programming, master planning, and studies), an AIA contract will be used. The agreement specifies the scope of services, conditions for employment, agreed upon contract payment, the project completion date, and related contractual information. This agreement is maintained by Facilities Planning & Development.

(2) The Director of Capital Planning and Development follows the same procedures as for the SCA above.

(f) Engagement Limitations

i. Firms providing programming and/or preliminary design on a given project may not eligible to provide design services for that project when that work is used to establish the project budget.

(g) Payments

i. General: Consultants may request payments following the criteria established in the agreement. The Consultant is supplied any payment request forms and instructions with the agreement.

ii. Invoice: The Consultant must submit to the Director of Capital Planning and Development a request for payment of services performed at any stage of the project’s development (e.g., schematic, preliminary design). Invoices must accompany all payment requests submitted by a Consultant detailing the services completed. The payment request shall summarize the total bill to date and the current bill.

iii. Executed Agreement: The Director of Capital Planning and Development will review and approve all Consultant payments. No payments should be approved unless an executed agreement is on file.
2) **Construction Manager At Risk (CMR) Procurement Process**

The CMR may be selected at any time prior to bidding, but is often engaged during the Schematic Design phase of the project and made an integral part of the design team. A CMR firm is most effective when brought in to the project early enough to provide cost estimating and other preconstruction services while project parameters and strategies are still being developed.

a) **Selection Committee**

A CMR Selection Committee must be formed for the selection process. This may be the same as the Design Consultant Selection Committee. The Selection Committee may also choose to have the project lead design firm attend the CMR selection meetings in an advisory capacity.

b) **Selection Process**

The selection of the CMR uses a modified two-step process. Step one consists of a Request for Qualifications (RFQ) Submittal, shortlisting process, detailed Request for Proposals (RFP) and interviews. Step two consists of the proposal submitted in response to the RFP and the selection process.

The GMP is usually established after the design documents are prepared. At that time Amendment GMP is prepared and executed. If an early construction package is determined to be in the best interest of the CCSNH, prior to the GMP being set, an Early Change Order may be issued prior to the preparation of the documents or bidding of the work. Bonds and Bidders Risk Insurance are required with the Change Order.

i) **Request for Qualifications (RFQ)**

1) The Director of Capital Planning and Development develops an RFQ which includes basic project scope information, including building purpose, size, and projected construction budget. Evaluation criteria for shortlist selection should also be included. It should be made clear that the purpose of the RFQ process is to identify the most qualified CMR for the particular project at hand. The RFQ is then publicly advertised according to the advertisement polices.

2) Once Statements of Qualifications (SOQs) are received from the potential CMR firms, the Director of Capital Planning and Development and design consultant (if applicable) review the information and recommend a list of firms to receive RFPs to the selection committee. Only the most qualified teams are invited to receive RFPs, but it is recommended that 3-5 teams be shortlisted.

3) Evaluation criteria for shortlist selection should be customized to fit the needs of the particular project. These criteria may include the following:

   a) The firm’s experience and capabilities with CCSNH projects of a similar size, type and degree of complexity as the current project.
   b) The approach the firm will utilize in interfacing with the CCSNH’s personnel and the design consultants on this project.
   c) The firm’s methodology, approach and practices that will be utilized in managing and executing this project in the preconstruction and construction phases.
   d) The firm’s estimating and scheduling capabilities.
(e) The firm's safety programs.
(f) The firm's quality control and commissioning procedures.
(g) The firm's proposed sustainability efforts to be utilized on the project.
(h) The firm's proposed environmental controls to be utilized on the project.
(i) The firm's proposed information technology that will be used on the project.
(j) The firm's worker's compensation insurance experience modification rate.
(k) The firm's proposed procedures to be utilized to meet Supplier Diversity goals.
(l) The firm's proposed organizational structure to be utilized on the project.
(m) The resumes and qualifications of personnel to be assigned to the project.
(n) The firm's latest available bonding capacity.
(o) The firm's references.

ii) Once the selection committee reaches consensus on the short list, the Director of Capital Planning and Development issues the RFP to the shortlisted teams.

iii) Request for Proposals (RFP):
    The Director of Capital Planning and Development develops an RFP with input from the design consultant, which includes the following information at a minimum:

    (1) The Information for Proposers states procedures to be followed during the selection process and provides data about the project. It covers the preparation and submission of proposals, and such details as bonds, bid security, Proposer's Statement of Qualifications, award of contract, time of completion, liquidated damages, and any special bidding conditions that apply to the project. The Information for Proposers is maintained by Director of Capital Planning and Development.

    (2) The Proposal for Lump Sum A.I.A. Contract (A.I.A. Contract Proposal Form) is a document furnished to the Proposer to be completed, signed, and submitted as the Proposer's Proposal. The Proposal Form provides blank spaces to be filled in by the Proposer and a place for the Proposer's signature to indicate the Proposer agrees to all the provisions in the Form. The Proposal Form is maintained by Director of Capital Planning and Development.

    (3) Contract Documents: The Contract Documents contain the legally enforceable requirements which become part of the contract when the Agreement Between Owner And Construction Manager as Constructor form, and other related contract forms, are signed. These documents are included in the RFP to inform the Proposer of the contract they will be expected to execute with the CCSNH, and includes:

    (4) Project Description, including Space Program, design drawings, etc.

    (5) Project schedule.

    (6) Amendment GMP Form
(7) Items Included in General Conditions Amount: An exhibit is included that delineates those costs and expenses which may be charged to the project as General Conditions. This may include a matrix listing specific miscellaneous project cost elements and the portion of the project cost that they should be billed against.

(8) Items Included in Construction Phase Fee: An exhibit is included that delineates those costs and expenses which should be included in the CMR’s Construction Phase Fee.

(9) Special Conditions: Special project requirements that are customized to fit the needs of the particular project.

(10) General Conditions of the Contract for Construction: This document is maintained by Director of Capital Planning and Development.

iv) Pre-Proposal Meeting

A Pre-Proposal meeting may be held on college campus prior to the interviews and shortly after the short listed firms have received the RFP. The candidates are given an opportunity to ask pertinent questions and additional detail may be given by the Director of Capital Planning and Development at the meeting or by amendments to further clarify the role of the CMR on the project. The idea is to provide as much detailed information regarding the project and the CMR’s role since the final selection is cost-based only.

v) Interviews:

Interviews of the short-listed firms will be conducted. The Selection Committee may eliminate firms asked to submit proposals that they deem to be less qualified or able to complete the services detailed in the RFP documents. The intent is to have a minimum of three (3) CMR firms submit proposals that are capable of successfully completing the project.

vi) Evaluation procedures:

1. The final selection of the Construction Manager at Risk (CMR) is based on the proposer submitting the lowest aggregate amounts for the fees and costs described herein. The award is based on the sum total of the preconstruction services lump sum fee, the overhead and profit percentage fee and the lump sum for fulfilling the general conditions.

   Overhead and profit percentage fee is multiplied by the anticipated construction budget to establish the overhead and profit component of the price. The final sum payable to the successful CMR at the conclusion of the project for the overhead and profit component will be established as detailed in the RFP documents.

   2. The CCSNH will then engage in negotiations with the successful firm to establish final contract terms. If the CCSNH is unable to negotiate a satisfactory contract, negotiations will cease and the CCSNH will negotiate with the next highest rated proposer and so on until an acceptable contract is reached or negotiations end. The CCSNH will make the sole determination as to when negotiations are at a stalemate and are no longer productive.
Non-responsive proposals: During the proposal review process it may become apparent that one or more of the proposals do not qualify for consideration on the basis of exemptions or other deficiencies deemed unacceptable by the Selection Committee. If so determined by the Selection Committee, these proposals will be returned to the Proposer as non-responsive.

vii) Contract Execution:
(1) Once the CMR as Constructor is selected, the Director of Capital Planning and Development prepares the Agreement Between Owner and Construction Manager as Constructor and the appropriate Exhibits. The following information must be included:
(a) Agreement Form filled in the compensation for Preconstruction Phase Services and General Conditions
(b) Exhibit A, General Project Description
(c) Exhibit B, Initial Construction Schedule
(d) Exhibit C, Preconstruction Schedule of Values
(e) Exhibit D, Fee Matrix
(f) Professional Liability Insurance and all Insurance required of the General Conditions with the exception of the Builders Risk Insurance furnished by CCSNH.

The GMP is usually established after the design documents are prepared. At that time Amendment 1 is prepared and executed. If an early construction package is determined to be in the best interest of CCSNH, prior to the GMP being set, an Early Change Order (CO) may be issued. COs require the approval of the chancellor prior to the preparation of the documents or bidding of the work. Bonds and Insurance are required with the CO.

viii) The Director of Capital Planning and Development sends the Agreement along with the Insurance Requirements to the Contractor. The Contractor must submit insurance certificates for all insurance required except for the Builder’s Risk. The Insurance and the Bonds are required either with Amendment GMP or with an Early Release Order.

ix) The Director of Capital Planning and Development receives the signed Agreement and accompanying documents from the Contractor.

x) The Director of Capital Planning and Development reviews the contract; if approved, it is sent to the Chancellor for execution.

xi) If phased construction prior to the GMP being established is determined to be in the best interest of the CCSNH, a Change Order (CO) may be issued for that work. COs require the approval of the Chancellor prior to the preparation of the documents or bidding of the work. All Bonds and Insurance are required with the CO.

3) Design Management
The project design process can begin once the contractor agreement is executed. The CCSNH’s Director of Capital Planning and Development is the Owner’s Representative during the design of the project. All instructions and approvals come to the Contractor from the Director of Capital Planning and Development. The Director of Capital Planning and Development manages the total project budget and requires the Contractor to
manage the construction budget. The Director of Capital Planning and Development will manage internal CCSNH approvals and instruct the Contractor accordingly.

a) Meetings and Stakeholders

i) CCSNH projects normally involve many academic, student, and service groups as stakeholders in a project. The Director of Capital Planning and Development arranges for and coordinates the contractor’s and CMR’s contact with these groups. Meetings are scheduled by the Director of Capital Planning and Development’s office.

ii) Meeting minutes are kept by the Contractor and reviewed by the Director of Capital Planning and Development before issue. Meeting minutes should be issued to all participants within five working days.

b) Design Phases

i) Programming/Pre-design: Program verification may be required prior to beginning the Schematic Design phase, especially if a significant period of time has elapsed between the two phases.

ii) Schematic Design (SD): During Schematic Design, the Consultant develops study drawings, documents, and other media that illustrate design concepts for CCSNH review. Building code requirements are initially researched and addressed during Schematic Design.

iii) The SD review submittal should include an SD Brochure, including drawings, a project narrative, and a construction cost estimate among other items. Project Design may be required to be submitted to the CCSNH Board of Trustees. Once the SD submittal has been reviewed and approved the design can proceed to the Design Development phase.

iv) Design Development (DD): DD phase work begins with the approved SD documents and develops them in further detail. This phase begins to establish mechanical, electrical, plumbing, structural, and architectural details.

v) The DD review submittal should include dimensioned drawings and outline specifications. The construction cost estimate should also be updated at this time. Once the DD submittal has been reviewed and approved the design can proceed to the Construction Documents phase.

vi) Construction Documents (CD): The CD phase incorporates all design decisions made in previous phases into detailed drawings and specifications to be used in the bidding and construction of the project.

vii) There are generally two CD phase reviews. The first review occurs at approximately 50% completion of the Construction Documents. The final review takes place after the Contractor team is complete with the CD package.

viii) At each phase, the CMR shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies.

c) Final Review and Approval

The Director of Capital Planning and Development shall schedule a Final
Document Review Meeting to give stakeholders the opportunity to review and approve the Drawings and Specifications.

i) The Director of Capital Planning and Development will require the Consultant to provide 100 percent complete Documents (drawings and specifications) at least one week before a scheduled review meeting. Major projects, as identified by the Director of Capital Planning and Development, will require additional review time.

ii) The CMR shall develop bidding criteria, bidding schedules and bidding information for the Construction Work and shall develop bidders’ interest in the Project. The CMR shall develop the invitation to bid, instructions to bidders, qualification criteria, the bid form, contract documents with Subcontractors, including any addenda issued prior to receipt of bids for the Construction Work. The CMR shall only utilize bidding documents for the Construction Work approved by the Director of Capital Planning and Development in writing. The CMR shall include the provisions of the CCSNH’s Instructions for Bidders and other applicable bidding documents in the bidding documents.

iii) Once the contract documents are complete, the Director of Capital Planning and Development will establish the advertisement date during the final document review meeting. The Director of Capital Planning and Development will require the Consultant to produce complete specifications and drawings before bidding.

iv) Projects require State Fire Marshal code review. Stamped Plans and Specification are to be submitted to the Director of Capital Planning and Development at this time.

4) **GMP Documents**
   a) Within thirty (30) days after the Owner has requested that the CMR submit the GMP Documents described below, and the Owner has submitted drawings, specifications and other design documents prepared by the Architect/Engineer, the CMR shall submit the following to the Owner:
      i) Proposed Guaranteed Maximum Price, which shall be the sum of the Cost of the Work of the Agreement, the General Conditions Amount of the Agreement and the Construction Phase Fee of the Agreement. As requested by the Owner, the CMR shall provide an itemized statement of the Guaranteed Maximum Price organized by trade categories, general condition categories, allowances, contingencies, alternates and other items that comprise the Guaranteed Maximum Price;

      ii) Schedule of Values that allocates the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Phase Fee may be shown as a single item. The Schedule of Values should be prepared in standard form for Projects and supported by such data to substantiate its accuracy as the Architect/Engineer and Owner’s Representative may require. If the Architect/Engineer or Owner’s Representative has an objection to the Schedule of Values, the CMR shall revise the Schedule of Values to satisfy such objection.

      iii) Detailed Construction Schedule developed pursuant to the Agreement. The Date of Substantial Completion shall not exceed the completion date
set forth in Exhibit B of the Agreement, without the written approval of the Owner’s Representative.

iv) Supplier Diversity Participation Information

b) The Guaranteed Maximum Price shall include CMR’s contingency, a sum established by CMR and approved by the Owner’s Representative to cover Costs of the Work, but not the basis for a Change Order. The Contingency shall be set forth in Amendment GMP. The Contingency is intended to only cover certain costs for risks to the CMR that could not have been reasonably quantified in the establishment of the Guaranteed Maximum Price such as gaps between the scope of Work between Subcontractors; and design omissions which a prudent Construction Manager could not have reasonably detected during the discharge of his Pre-Construction Services. The Contingency shall not be utilized to cover costs due to the fault or negligence of CMR. The CMR will provide the Owner’s Representative prior notice when applying the Contingency funds. The CMR will also conduct regular meetings with the Owner’s Representative to review all expenditures and the remaining Contingency funds. The Owners’ Representative has the right to deny use of the Contingency for items not within the definition given above. All expenses used within the contingency must be provided with appropriate proposals and invoices for all work.

c) The CMR shall meet with the Owner’s Representative and the Architect/Engineer to review the GMP Documents and the supporting documents. In the event that the Owner’s Representative or the Architect/Engineer discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the CMR and the CMR shall make appropriate adjustments in the GMP Documents.

d) Upon acceptance of the GMP Documents by the Owner, the Guaranteed Maximum Price shall be set forth in Amendment GMP. The Director of Capital Planning and Development shall prepare the amendment, along all appropriate bonds, and Builder’s Risk Insurance documentation. Amendment GMP and all required documentation is then sent to the CCSNH Board of Trustee’s for review and approval.

e) As Construction Documents are developed by the Architect/Engineer for purposes of obtaining bids for the various portions of the Work, a copy shall be furnished to the CMR for its review. CMR shall not be permitted to claim any adjustment to Amendment GMP in connection with the completion of the Construction Documents except for Scope Changes.

i) A “Scope Change” is defined as Work described in the Construction Documents that is not reasonably inferable from either the GMP Design Documents or any other previously furnished Contract Documents by a reasonably prudent and careful Contractor and is:

(1) materially inconsistent with the GMP Design Documents; or
(2) a material change in the quantity, quality, programmative requirements or other substantial deviation in the GMP Design Documents.

f) After reviewing the Construction Documents provided by the Architect/Engineer, the CMR shall notify the Director of Capital Planning and Development in writing of any item in the Construction Documents that, in CMR’s opinion, represents a Scope Change. CMR shall submit a “Scope Verification Request” with the detailed
reasons that the information or requirements of the Construction Documents represent a Scope Change. Failure of the CMR to provide a Scope Verification Request within thirty (30) calendar days after the date of receipt of the Construction Documents for such portions of the Work to be bid by the CMR shall mean that the Construction Documents are consistent with the GMP Design Documents; no Scope or Schedule Changes exist; and Amendment GMP shall remain unchanged.

g) If CMR timely submits to the Owner a Scope Verification Request, then the Owner shall have the following options:

i) Within fifteen (15) calendar days after receipt of a Scope Verification Request, the Director of Capital Planning and Development may direct the Architect/Engineer to redesign that aspect of the Construction Documents to bring the alleged Scope Verification design into original scope compliance. The CMR shall cooperate with the Owner and Architect/Engineer during the redesign effort and shall make recommendations appropriate to correct such portions of the Construction Documents. The Architect/Engineer shall then submit to the CMR and the Director of Capital Planning and Development the revised Construction Documents; or

ii) If, upon review of a Scope Verification Request, the Director of Capital Planning and Development believes that the portion of the Work described therein does not constitute a Scope Change, the Director of Capital Planning and Development shall notify the Contractor within fifteen (15) calendar days of receipt of such Scope Verification Request. The Director of Capital Planning and Development and the CMR will attempt to resolve their disagreement and identify elements of the Scope Verification Request that can be revised. If such disagreement is not resolved, CMR may pursue Claims and Disputes as outlined in the General Conditions (typically AIA 201 section 15).

h) After approval and acceptance of the GMP Documents by the Owner and the Owner’s execution of Amendment GMP, the CMR shall obtain bids for the Construction Phase Work as more fully set forth below, unless the CMR is authorized to obtain bids before acceptance of the GMP Documents by the Director of Capital Planning and Development.

5) **Bidding and Award**

The CMR shall assemble the Contract Documents into appropriate packages for the Director of Capital Planning and Development’s approval.

a) Advertisement

i) The CMR shall publicly advertise for competitive bids or proposals for the performance of all major elements of the Work other than minor Work that may be included in the General Conditions Amount (the “Construction Work”).

ii) CCSNH will post the project on their website and the College Campus should also post the project on their website for construction projects.

b) Document Distribution
i) The CMR shall distribute the packages to prospective bidders, and the Architect via email, the Owner (email and paper copies) and paper copies to the other appropriate persons (i.e. for building permits).

c) Addenda
i) Addenda are written text and/or drawings issued to clarify, revise, add to, or delete information in the original bidding documents or in previous Addenda. Addenda are issued before the opening for bids.
ii) Addenda are Contract Documents. The Director of Capital Planning and Development shall approve all addenda items before issuing.
iii) The CMR shall distribute addenda so all plan holders have a copy of the addenda at least 72 hours before the bid opening. This may be done through the CCSNH web site; electronic plan rooms; the CMR may distribute directly to all plan holders. The CMR and Director of Capital Planning and Development should extend the bid date if this requirement cannot be met.

d) Pre-Bid Meeting
i) The CMR, with the assistance of the Director of Capital Planning and Development and Architect/Engineer, shall conduct Prebid conferences with prospective Bidders. The CMR shall prepare a record of the questions and answers discussed at the Prebid conferences, which shall be used by the Architect/Engineer to prepare the Addendum for the Director of Capital Planning and Development to approve and post.

e) Opening of Bids and Evaluation
i) The CMR shall coordinate the receipt of bids via email and cc’d to the Director of Capital Planning and Development. The bids received shall be reviewed in conjunction with representatives of the Architect/Engineer and the Director of Capital Planning and Development for responsiveness, participate in investigating the qualifications and responsibility of bidders for Construction Work and provide a written recommendation to the Owner about the award of, or rejection of, any bid or bids in accordance with applicable Law. In making the recommendation, the CMR shall recommend the award to the bidder that provides the Best Value to Owner. The contents of the bids or proposals received by CMR for any major element of the Work shall not be disclosed to a person not employed by the CMR, the Owner or the Architect/Engineer. The contents of any bid or proposal for any major elements of the Work shall be made public only after the award of such Work or within seven (7) days after the date of final selection of bids or proposals for such Work, whichever is later.

f) Protests
i) Persons or entities may protest the recommended contractor on a particular package. The contract documents do not address the issue of bid protests. However, if a protest is made, it must be resolved to the CCSNH’s satisfaction before the contract is awarded. Report any protest to the Director of Capital Planning and Development for resolution.
6) **Construction**
   a) **General**
      i) **Owner’s Representative**: The Owner’s Representative (Director of Capital Planning and Development), assumes management of the project after the award of contract.
      ii) **Pre-construction Meeting**: The Owner’s Representative shall arrange a Pre-construction Meeting before each project begins with the stakeholders; city; utilities; architect/engineer and Contractor. The meeting provides a forum for the discussion of such items as the routing of communication, the construction schedule, construction documents, roof warranty requirements (if applicable), contractor submittals, use of the premises, special project requirements, and potential change orders. The Owner’s Representative introduces project participants, reviews the General Conditions, conducts the meeting in the format of the Preconstruction Meeting Notes, and verbally reviews the examples contained in the Preconstruction Orientation Booklet.
      iii) **Notice to Proceed**: No work is permitted on site until the Notice to Proceed is received by the Contractor, signed, and returned to Owner.
      iv) **Reports and Communication**: The Owner’s Representative coordinates reports and communication among CCSNH system office and college, architect/engineer and contractor throughout the construction phase. With few exceptions, all communications and reports regarding the project flow through the Owner’s Representative. The Owner’s Representative shall maintain a record of project actions including phone calls, letters, and memos.
   b) **Construction Observation**
      i) The Contractor is responsible to make periodic site visits to review the work. The Contractor shall visit the site as required by the Director of Capital Planning and Development to assure the construction conformance to the drawings and specifications.
      ii) **Additional Testing and Inspection**: If there are specialty items requiring inspection or testing, the contractor with the approval of the Director of Capital Planning and Development should hire a firm with the expertise required to perform such testing, such as concrete, compaction, weld testing, etc.
   c) **Safety**
      i) **Contractor’s Responsibilities**: The Contractor is solely responsible for the safety of its employees on the job site. As required by the General Conditions, the Contractor must comply with the provisions of the Associated General Contractors (AGC) Manual of Accident Prevention in Construction and with the requirements of the Williams-Steiger Occupational Safety and Health Act of 1970 (See Occupational Safety and Health, Volume III, Construction Standards and Interpretations).
      ii) **Owner’s Representative Responsibilities**: Although the Owner’s Representative does not direct the Contractor regarding safety inside the perimeter of the job site, a potential safety hazard should be pointed out. If seen by the college, report it to the Director of Capital Planning and Development immediately. If a life-threatening situation is observed, the
Owner’s Representative may shut down the job and require remedial action by the Contractor. The Owner’s Representative may direct the Contractor in removing any potential hazard to students, faculty or staff, to members of the general public or to property.

iii) Contractor’s Job Site Accident Report: If a Contractor’s employee is injured on the job site and requires medical attention, the Contractor is required to submit an Injury Report to the Division of Workmen’s Compensation. The Owner’s Representative requests a copy of the report from the Contractor. It is given to the College campus Facilities Administrator for review and is ultimately placed in the Project File.

d) Supplier Diversity Participation
i) The Owner’s Representative will monitor the status of the diverse subcontractors and/or suppliers on the project and notify the Director of Capital Planning and Development should the Contractor drop or change a diverse subcontractor or supplier. The Contractor must maintain the supplier diversity percent goal indicated in the awarded contract. If the Contractor must remove any diverse subcontractor or supplier, the Contractor must notify the Owner’s Representative. The Contractor must make a good faith effort to replace the participation with another diverse firm, and satisfactorily explain why the removal was necessary. The Director of Capital Planning and Development will review all Contractor requests to remove or change of any diverse firm from the project. The Director of Capital Planning and Development will recommend appropriate action to the Contracting Officer including acceptance, or declaring the Contractor ineligible for future CCSNH contracts for no more than 6 months, or finding the Contractor in material breach of the contract.

e) Change Orders
i) Policy
(1) A Change Order is a written agreement executed between the CCSNH and the Contractor, after execution of the Contract (CO or Amendment) authorizing a change in the work (any additions, deletions or modifications); contract amount, or contract completion date. Change Orders can be issued at any time during the contract period. The Owner’s Representative must provide documentation to support all Change Orders.
(2) Limitations on Change Orders:
   (a) System Office Approval:
      (i) When individually or when aggregated with other approved and proposed change orders on the same construction project, either materially alters the design of the project or increases the total project cost by less than $100,000, or less than five percent (5%), whichever is greater.
   (b) CCSNH Board of Trustee’s Approval:
      (i) When individually or when aggregated with other approved and proposed change orders on the same construction project, either materially alters the design of the project or increases the total project...
cost by more than $100,000, or five percent (5%), whichever is greater, must be approved by the Finance Committee.

f) Field Orders or Letters of Authorization to CCSNH Board of Trustees proceed may be issued by the Director of Capital Planning and Development for work changes within the scope of work and up to $50,000. These orders/authorizations shall be promptly followed up with a formal Change Order.

g) Optional Change Orders: An optional change order is not required, or necessary, for the completion of the original contract. Any change for work not covered in, or unrelated to, the original project is optional. Optional Change Orders will not be used unless the CCSNH gains no advantage from competitively bidding the work or additional costs can be avoided by performing the work with the CMR.

h) Design Requirements: Design is required when the change alters a diagramed, sketched or drawn detail or arrangement, or when a drawing, sketch or other specific technical input is necessary from the Contractor. Design is typically not required when the change affects specified items, unforeseen conditions, or items of a minor nature which can be noted on an as-built drawing. Additional design fees may be paid for change orders requiring additional design work.

i) Change Order Procedures:
   (i) Purpose
   The Change Order’s usual purpose is to facilitate the completion of work as intended by the original plans and specifications. Deviations from the original project intent must be approved by the chancellor who signed the original contract.

   (ii) Types
   Change Orders may be of four types:
   (1) Required (with design)
   (2) Required (without design)
   (3) Optional (with design)
   (4) Optional (without design)

   (iii) Amount.

   (iv) Methods of Costing
   There are four methods of costing:
   (1) "Lump sum" for which support data are submitted, evaluated, negotiated and approved prior to writing the Change Order;
   (2) Time and material, for which work is authorized with the contractor supplying detailed, actual time and material cost information to be signed each day by the Director of Capital Planning and Development and submitted with the payment request after completion of the work;
   (3) Time and material with fixed maximum, which is the same as 2 above, except that a cost limit is negotiated prior to the start of the work; and
   (4) Unit cost, for which an authorization to proceed is given based on the agreed upon unit cost negotiated in the original contract.
   The Contractor is to estimate any Change Order Requests requiring design.

(v) Contractor Support Data
The Director of Capital Planning and Development requests the following support data from the Contractor for all Change Orders requiring design:

1. all design documents required by the contractor for the implementation of the Change Order Request;
2. a detailed cost estimate (not just approval of the contractor’s estimate).

(vi) Contractor Support Data-Lump Sum
The Director of Capital Planning and Development requests the following support data for all Lump Sum Change Orders from the Contractor:

1. labor, a breakdown by item and hours required for each craft with rate (employer’s cost, including fringe benefits);
2. materials, a breakdown by item, including quantities and unit costs;
3. overhead and profit, markups consistent with the General Conditions; and
4. time extension, if applicable. See General Conditions, for a more comprehensive breakdown of contractor support data requirements.

(vii) Initiation of Change Order Request
The Change Order Request Form is originated by the Director of Capital Planning and Development. The Director of Capital Planning and Development may be asked to initiate a Change Order Request by the contractor, client, college campus staff or the contractor.

(7) Schedule and Payroll Record
Project Schedule: The Contractor is required to submit a schedule of planned progress on construction work. As the work proceeds, the Owner’s Representative is responsible for tracking project progress. When monthly Contractor payments are processed, a computerized monthly Project Schedule should be generated which compares scheduled progress and actual progress. The Owner’s Representative should use this schedule to encourage the Contractor to conform to the Project Schedule.

a) Payroll Records, when required for Federal projects.
   i) The Contractor is responsible for paying prevailing wage rates and benefits and keeping supporting payroll records. The contractor shall submit weekly certified payroll records with each monthly application for payment (see General Conditions when payroll records are required).

   ii) Examples of situations requiring payroll inspection include:
       1. Resolving questions on payment of proper wage rates.
       2. Checking support data for time and material change orders.
       3. Verifying Contractor’s certification that all wage rates and benefits have been paid. (iii) The Owner’s Representative should contact the Prevailing Wage Coordinator with any questions regarding prevailing wage. Wage rate disputes shall be forwarded to the Director of Capital Planning and Development for resolution.
(8) **Payment**
   a) **Schedule of Values**: The Schedule of Values submitted by the Contractor serves as the basis for the Contractor payment process. The Owner’s Representative reviews and approves the Schedule of Values (prepared in accordance with Instructions for Completing the Breakdown of Costs) and works directly with the Contractor in resolving any discrepancies.
   
   b) **Contractor Payment Process**: After the Schedule of Values data has been approved, the Contractor may request payments.
      
      (i) The Contractor should be instructed to submit an application for payment on a monthly basis (see General Conditions).
      
      (ii) The Contractor will be paid in a timely manner after approval.

(9) **Retainage**
   
   Each month, the Contractor is paid for 95 percent of the earned value of all completed work (including the associated cost of labor, materials, overhead and profit), less previous monthly payments.

(10) **Breach of Contract**
   
   The General Conditions outline breach of contract conditions. The Owner’s Representative will issue all correspondence to the CMR regarding any breach of contract.

   a) The first correspondence to the CMR beginning a contract problem should be sent to the CMR identifying the problem. The correspondence shall indicate a specific time period for the CMR to respond. If the CMR fails to respond, a second letter should be written with copies sent to the CMR’s bonding company.

   b) If the CMR fails to respond or provide corrective actions, the project may need to be turned over to the bonding company by the Director of Capital Planning and Development. Correspondence to the bonding company should be copied to the CMR.

(11) **Damage for Delay**
   
   a) **Purpose**: The Director of Capital Planning and Development may assess the Contractor Damages for Delay. The General Conditions, inform the CMR of liability for actual damages due to the delay, and these are included in the Construction Agreement. The CMR agrees to a reduction in the Contract Price as provided in the Contract Documents. Damages are costs the Director of Capital Planning and Development measures because the project is not finished within the agreed time. Examples include:
      
      (i) Loss in revenue from revenue generating facilities such as classrooms, labs, bookstores, parking structures, or residence halls.
      (ii) Increased interest costs on construction financing.
      (iii) Loss of research grants.
      (iv) Additional administrative costs.

   b) **Actual Damages**: Actual Damages are specified in the General Conditions if no Liquidated Damages are specified. Actual Damages are calculated once the delay is over and all costs have been realized.

   c) **Liquidated Damages**: Liquidated Damages must be identified on the bid form under schedule requirements. The delay costs are predicted by the
(d) Withhold Payment: The Director of Capital Planning and Development will retain the right to withhold payments where there is reasonable doubt the contract can be completed within the time specified.

(12) **Materials Stored at Site**

To provide incentive for the CMR to purchase long lead items critical to the project completion, items considered to be major items of considerable magnitude, if suitably stored in a Bonded Warehouse (not owned or operated by the CMR or material supplier) or on the site, will be allowed in the application for payment on the basis of ninety-five percent (95%) of original invoices.

(13) **Administrative Review Process:** All unresolved claims by the CMR and disputes between the CMR and the Director of Capital Planning and Development must follow the process set forth in General Conditions

a) Claim or dispute submittal by the CMR to the Owner’s Representative.

b) The Owner’s Representative may request review of claim or dispute by the Architect. The claim or dispute may be resolved at this step.

c) If not resolved, recommendation by Architect to Owner’s Representative.

d) Decision by Owner’s Representative.

e) Agreement or disagreement by CMR.

f) If disagreement, Administrative Review initiated by College campus Contracting Officer or his Designee.

g) Agreement or disagreement by CMR.

h) If disagreement, further Administrative Review by the Contracting Officer via the Director of Capital Planning and Development. This is the end of Administrative Review.

i) Agreement or disagreement by CMR.

j) If disagreement, CMR may choose to litigate.

(14) **Project Closeout**

(a) General: Project Completion includes all work completed, including clean-up, punch list items, and work added by contract change order. The Director of Capital Planning and Development may lose the benefit of the contract provisions with respect to items of work which were deficiently performed or not completed by the Contractor if the Final Certification is sent prematurely.

(b) Partial Acceptance: The Director of Capital Planning and Development may request Partial Acceptance of an individual piece of equipment, system, or area prior to Final Completion. The punch list for that equipment, system, or area must be performed prior to partial occupancy. The Owner’s Representative will send a Letter of Partial Acceptance to the CMR detailing the area accepted for use by the CCSNH.

(c) Substantial Completion: The Director of Capital Planning and Development may take possession of the facility before Final Completion. Substantial Completion will include all submittals and work required under the contract, except minor items that will not interfere with the use of the facility.
(d) Final Certification: When the Contractor is satisfied that all items have been completed, the Contractor makes a Final Certification in writing to the Owner’s Representative that the job has been completed according to the plans and specifications as modified by change orders. The date of Final Completion is recorded in the Letter of Certification. The Contractor’s Certification is required prior to processing CMR’s final payment request.

(e) Final Payment: Final payment is made to the CMR only after the CMR fulfills all the above project close-out requirements.
Chapter 11: Glossary and Definitions of Terms

Capital Planning and Development Manual

GLOSSARY/DEFINITION OF TERMS

**Abatement:** The removal of Hazardous Materials (ie: Asbestos, Lead) from a public building.

**ACM’s:** Asbestos Containing Materials: Asbestos can be found in many construction materials such as flooring, glues, and window mastic.

**ADA:** American’s with Disabilities Act: Required guidelines to ensure that buildings and facilities are accessible and usable by people with disabilities.

**Addendum:** A written or graphic instrument issued by the Consultant prior to bid which modifies or interprets the Bidding Documents, including drawings or specifications, by additions, deletions, clarifications or corrections. An addendum becomes part of the Contract Documents when the Construction Contract is executed. Plural: Addenda.

**Advertising Requirements:** Adequate Public Notice of RFQ (Request for Qualifications) and the RFP (Request for Proposals) shall be published publicly per CCSNH System Policies Section 400-Finance Policies.

**AIA:** American Institute of Architects

**Allowances:** Allocating construction funds to portions of the work that cannot be specified with sufficient particularity for competitive bidding at the time of contracting. This includes primarily items that have not yet been selected pending the availability of new models or the arrival of updated product information.

**Alternates:** Alternative bidding lists bid alternates which add or deduct items of work. CCSNH, having seen the bids and bid prices, can select the most advantageous scope of work given the availability of funding.

**Amendment:** A contract document amendment is an update to an existing executed contract document. An amendment represents the mutual consensus between the parties on a change to the work, the price, the schedule, or some other term of the contract.

**Apparent Low Bidder:** The bidder who has submitted the lowest bid for a division of work described in bid documents, a proposal form, or proposed contract.

**Approved Bidders List:** The list of contractors that have been prequalified for the purpose of submitting responsible, competitive bids.

**Architect:** is a person who plans, designs, and oversees the construction of buildings. To practice architecture means to provide services in connection with the design and construction of buildings and the space within the site surrounding the buildings.

**Architectural and Engineering Services:**
(a) Professional services of an architectural or engineering nature, which are required to be performed or approved by a person licensed, registered, or certified to provide such services;
(b) Professional services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of real property; and
(c) Such other professional services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions, and individuals in their employ, may logically or justifiably perform, including: studies, investigations, surveying, mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans
and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.

**Art Fund:** Known as the Percent for Art Program: The Percent for Art Program was enacted by the New Hampshire State Legislature in 1979 through RSA 19-A:9 & RSA 19-A:10 and authorizes one half of one percent of the capital budget appropriation for new buildings or significant renovations to be set aside in a non-lapping account for the acquisition or commissioning of artwork.

**As Built Drawings:** Drawings called "as-built" are drawings that show the EXISTING conditions as they are. These are the actual existing conditions drawings as opposed to designs or proposed conditions. As-built drawings are documented after construction by qualified technicians from the responsible contractor, engineer, or architect and provided to CCSNH as a component of the contract close out procedure.

**AutoCAD:** AutoCAD is a software application for 2D and 3D computer-aided design and drafting.

**Award:** the acceptance of a proposal by the Community College System of New Hampshire pending the Community College System of New Hampshire Board approval (if applicable).

**Base Bid:** A written Bid in the Bid Form for the Basic Services of the Construction Contract. The Base Bid does not include amounts for alternates.

**Bid Documents:** Documents required to be submitted in response to an invitation to bid. These include the prescribed bid form, drawings, specifications, time lines, charts, price breakdowns, etc. Bids not accompanied by all the required documents are considered incomplete bids, and are usually automatically rejected.

**Bid Opening:** A formal, public opening and tabulation of competitive bids for contract work with the University. It is usually conducted by a campus Construction Administrator and conforms to University of Missouri policies.

**Bid (Bidding) Requirements:** Contract Documents used to attract bidders and explain the procedures bidders are to follow in preparing and submitting their bids.

**Bid Security:** The deposit of cash, certified check, cashier’s check, bank draft, money order, or bid bond submitted with a bid and serving to guarantee to the University that the bidder, if awarded the contract, will execute such contract in accordance with the bidding requirements and the contract documents.

**Bidder’s Statement of Qualifications:** A form required of all bidders that requests information sufficient to determine that a contractor is qualified to execute the work described in the contract documents. It is submitted with the contractor’s bid.

**Building Code:** A building code is a set of rules that specify the minimum standards for constructed objects such as buildings. The main purpose of building codes are to protect public health, safety and general welfare as they relate to the construction and occupancy of buildings and structures.

**Building Permit:** Formal approval of building plans by the designated government agency as meeting the requirements of prescribed codes. It is an authorization to proceed with the construction or reconfiguration of a specific structure at a particular site, in accordance with the approved drawings and specifications.

**Business:** Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

**Capital Budget:** A budget allocating money for the construction or maintenance of fixed assets such as land, buildings, and equipment.

**CCSNH:** Community College System of New Hampshire

**Certificate of Occupancy:** An official document issued by the State Fire Marshal’s office showing that a building conforms to government regulations and can be occupied.

**Change Order:** A change order is a component of the process whereby changes in the Scope of Work agreed to by the Owner, Contractor and Architect/Engineer are implemented. A change order is work
that is added to or deleted from the original scope of work of a contract, which alters the original contract amount and/or completion date.
(a) "Lump sum" for which support data are submitted, evaluated, negotiated and approved prior to writing the Change Order;
(b) Time and material, for which work is authorized with the contractor supplying detailed, actual time and material cost information to be signed each day by the CPM and submitted with the payment request after completion of the work;
(c) Time and material with fixed maximum, which is the same as above, except that a cost limit is negotiated prior to the start of the work; and
(d) Unit cost, for which an authorization to proceed is given based on the agreed upon unit cost negotiated in the original contract.

Civil Engineer: A civil engineer is a person who practices civil engineering – designs and maintains roads, bridges, dams, and similar site related items.

College Representative: The individual representing the college on the project team.

Commissioning: Start up, calibration, and certification of a facility.

Competitive Bid: A complete and properly signed proposal to do the work described in the contract documents at a specified cost, supported by data called for in the Information for Bidders.

Construction: The process of building, altering, repairing, improving, or demolishing any public infrastructure facility, including any structure, building, or other improvements of any kind to real property. It does not include the routine operation, routine repair, or routine maintenance of any existing public infrastructure facility, including structures, buildings, or real property.

Construction Documents: The written specifications and drawings that provide the requirements of a construction project.

Construction Manager at Risk: Construction Manager at Risk (CMAR) is a delivery method which entails a commitment by the Construction Manager (CM) to deliver the project within a Guaranteed Maximum Price (GMP) which is based on the construction documents and specifications at the time of the GMP plus any reasonably inferred items or tasks.

Construction Schedule: A construction schedule is a listing of a project's milestones, activities, and deliverables, with intended start and finish dates.

Construction Contract: A legally enforceable promise or agreement between the University and a contractor describing their respective obligations in completing construction work for the University.

Construction Coordination Meeting: A meeting scheduled and conducted at least once a month by the Owner’s Representative, and attended by the consultant, contractor and client, for the purpose of discussing project progress and keeping participants informed of activities surrounding the project.

Consultant (A/E): A person or organization licensed (where required) to perform architectural or engineering services, including analysis of project requirements, creation and development of project design, preparation of drawings, specifications and bidding requirements, and review of construction activity. In this manual, the prime consulting architect or engineer is referred to as the Consultant.


Contingency: An amount included in the construction budget to cover the cost of unforeseen factors related to construction.

Contract: All types of purchasing agency agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, or construction.

Contract Documents: Are all the written and graphic documents prepared for communicating the design and administering the Construction Contract. The contract documents include: the Information for Bidders, Advertisement for Bids, Construction Agreement, Completed Bid for Lump Sum Contract, Performance/Payment Bond, General Conditions, Special Conditions, Prevailing Wage Order, Supplier
Diversity forms, drawings, specifications, addenda, modifications and changes, together with any items stipulated as being specifically included.

**Contract modification**: Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

**Contractor**: An individual or firm performing construction work for the University, including labor and materials, in accordance with plans and specifications, and under a contract specifying the cost and a schedule for completion of the work.

**Contractor’s Superintendent**: The Contractor’s representative responsible for continuous field supervision, coordination and completion of the work. The superintendent is identified at the Pre-construction Meeting.

**Critical Path Method (CPM)**: A scheduling technique used to plan and control a project. CPM combines all relevant information into a single plan defining the sequence and duration of operations, and depicting the interrelationship of the work elements required to complete the project. The critical path is defined as the longest sequence of activities in a network which establishes the minimum length of time for accomplishment of the end event of the project.

**Design/Bid/Build**: A project delivery method in which the purchasing agency sequentially awards separate contracts, the first for architectural and engineering services to design the project and the second for construction of the project according to the design in which the purchasing agency enters into a single contract for design and construction of an infrastructure facility.

**Design/Build**: A project delivery system in which the design and construction services are contracted by CCSNH with a single entity known as the design–builder or design–build contractor. A schematic design is provided by CCSNH and the design builder provides final specifications, design drawings, and construction services.

**Design/CM**: A project delivery system in which the design and construction services are contracted by CCSNH with an Architect and Construction Manager. A schematic design is provided by the Architect and the CM assists the Architect in developing the final specifications, design drawings, and estimates. The CM then provides construction services for a Guaranteed Maximum Price (GMP).

**Design Development**: Transitional phase of an architect/engineer (A/E) services in which the design moves from the schematic phase to the contract document phase. In this phase, the A/E prepares drawings and other presentation documents to crystallize the design concept and describe it in terms of architectural, electrical, mechanical, and structural systems. In addition, the A/E also prepares a statement of the probable project cost.

**Design requirements**:
(a) The written description of the infrastructure facility or service to be procured including:
   (1) Required features, functions, characteristics, qualities, and properties that are required by the purchasing agency;
   (2) The anticipated schedule, including start, duration, and completion; and
   (3) Estimated budgets, as applicable to the specific procurement, for design, construction, operation and maintenance.

(b) The design requirements may, but need not, include drawings and other documents illustrating the scale and relationship of the features, functions, and characteristics of the project.

**Designee**: A duly authorized representative of a person holding a superior position.

**Director of Capital Planning and Development**: System Office Position. The campus person who coordinates the administration of the construction contract. This person acts as the Owner’s Representative.
Drawings: Graphic and pictorial documents showing the design, location, and dimensions of the elements of a Project. Drawings generally include plans, elevations, sections, details, schedules, and diagrams.

Electronic: Electrical, digital, magnetic, optical, electromagnetic, or any other similar technology.

Employee: An individual drawing a salary from a governmental body, whether elected or not, and any non-compensated individual performing personal-services for any governmental body.

EPA: Environmental Protection Agency

- **NPDES:** National Pollutant Discharge Elimination System. Under the NPDES program, all municipal, industrial and commercial facilities that discharge wastewater directly from a point source (a pipe, ditch or channel) into a receiving water body (lake, river, ocean) are issued an NPDES permit.

- **NOI:** Notice of Intent: Submission of the Notice of Intent (NOI). The party identified in the NPDES permit is required to submit a NOI prior to commencement of construction.

FF & E: Furniture, Fixtures & Equipment.

Final Completion: A Certificate of Final Completion specifies the main parties of the construction project (CCSNH, contractor, and architectural/engineering firm), and states when construction began, the final date that major work on the project was completed, and the final construction cost paid and owed to the contractor. Certificate of Final Completion documents the acceptance of the final work, and the start date of the warranty period on the project.

Final Construction Document Review Meeting: A meeting held prior to bidding in which drawings and specifications are reviewed and discussed by the Consultant and the University Staff.

Final Payment: The unpaid balance of the adjusted contract amount paid by the University to the Contractor, upon issuance of the Consultant’s certification that the project requirements have been met.

Fixed Asset: For all items, including Federal and Local funded grants: nonexpendable tangible property with a value of $5,000.00 of more with a useful life of one year or more, are considered an asset for inventory purposes. State Funded Grants: nonexpendable tangible property with a value of $250.00 or more with a useful life of one year or more, are considered an asset for inventory purposes.

General Conditions: (AIA 201) A section of general clauses in the Contract Specifications that establish how the project is to be administered. Included are obligations such as providing temporary work, insurance, field offices, etc.

Geotechnical: Geotechnical testing is the Below-ground investigation by boring, sampling, and testing the soil strata to establish its compressibility, strength, and other characteristics likely to influence a construction project, and prepare a subsurface profile and soil report. Also called foundation investigation, soil investigation, soil test, or subsurface investigation.

GMP: Guaranteed Maximum Price. A contractual form of agreement wherein a maximum price for the work is established based on an agreed-to scope.

Grant: An award of financial assistance, the principal purpose of which is to transfer financial assistance from a federal agency to a recipient to carry out a public purpose of support or stimulation authorized by law of the United States (see 31U.S.C. 6101(3)). A grant is distinguished from a contract, which is used to acquire property or services for the federal government's direct benefit or use.

Infrastructure Facility: A building; structure; or networks of buildings, structures, pipes, controls, and equipment that provide transportation, utilities, public education, or public safety services. Included are government office buildings; public schools; courthouses; jails; prisons; water treatment plants, distribution systems, and pumping stations; wastewater treatment plants, collection systems, and pumping stations; solid waste disposal plants, incinerators, landfills, and related facilities; public roads and streets; highways; public parking facilities; public transportation systems, terminals, and rolling stock; rail, air, and water port structures, terminals, and equipment.
**Invitation for Bids:** All documents, whether attached or incorporated by reference, utilized for soliciting bids.

**Life Safety Code:** Developed by the NFPA, a standard that addresses fire protection measures regarding construction, egress, and occupancy. Also referred to as NFPA 101.

**Lien Waiver:** A lien waiver is a document from a contractor, subcontractor, materials man, equipment lessor or other party to the construction project stating they have received payment and waive any future lien rights to the property.
- Partial: Waiver on progress payment - This waiver releases all claimant rights through a specific date.
- Final: Final waiver final payment - This waiver generally releases all rights of the claimant to place a mechanics lien on the owner’s property.

**Liquidated Damages:** An amount of money usually set on a per-day basis, which the contractor agrees to pay the owner for delay in completing the Work in accordance with the contract documents

**Major Projects:** $100,000 and above.

**Maintenance Work:** The repair or routine servicing, but not the replacement, of existing facilities or systems when the size, type or extent of the existing facilities is not thereby changed or increased.

**Means of Egress:** Egress is another word for “exit”, and is used in the building code to refer to the means by which somebody can exit a building.

**Mechanical Engineer:** The branch of engineering that encompasses the generation and application of heat and mechanical power and the design of HVAC building requirements.

**NHDES:** NH Department of Environmental Services
- **AOT:** An alteration of terrain permit is required whenever a project proposes to disturb more than 100,000 square feet of terrain (50,000 square feet if any disturbance is within the protected shoreline as defined by RSA 483-B). Or if the project disturbs any area having a 25% or steeper land slope and is within 50 feet of any surface water, then a permit is also required.

**Notice of Award:** A document/letter issued by CCSNH giving notice to a contractor/consultant notifying them of intent to contract describing award amount, award date, and contract signing date. Also known as an award letter.

**NTP: Notice to Proceed:** A written notice from CCSNH to the contractor in which the contractor is authorized to proceed with the work on a specified date.

**O&M Manual:** Operation & Maintenance manual is provided by the contractor as part of the Close Out documentation for all construction projects. The Manual contains full details on everything from the correct way to clean the carpets, to the correct maintenance schedule for the Heating and Air conditioning.

**Operating Budget:** An operating budget is a combination of known expenses, expected future costs, and forecasted income over the course of a year. Operating budgets are completed in advance of the accounting period, which is why they require estimated expenses and revenues.

**Operations and Maintenance:** A project delivery method whereby the purchasing agency enters into a single contract for the routine operation, routine repair, and routine maintenance of an infrastructure facility.

**Owner’s Representative:** Also known as the Construction Project Manager. CCSNH on-site field representative who coordinates the administration of the construction project through the design, bidding and award phases. This person is responsible for the coordination of the consultant selection and design process. Serves as point of contact between the Consultant and CCSNH. Communication among the Contractor, Consultant and CCSNH flows through the Owner’s Representative.

**Owner’s Technical Consultant:** Party or parties retained by the Owner to prepare the Design/Build Guidelines, review Design/Build Proposals, review Working Drawings and Specifications, and to act as an agent of the Owner during the design and construction of the Work. The Owner’s Technical Consultant
advises the university on system selections and also assists in the preparation of the specs referred to as the Design Criteria. The bidders then propose to convert the Bridging documents into final Construction Documents without any departures from the architectural design or engineering requirements, and after review by the Owner's Technical Consultant for compliance with its design and engineering requirements, build the project. During construction, typically, the Owner's Technical Consultant would act on behalf of the University in observing the work and assisting in administering the Design-Build form of contract with CCSNH.

**Partial Occupancy:** Occupancy by the University of a portion of a project or system, prior to final acceptance.

**Performance Bond and Payment Bond:** Surety guarantees, purchased by the Contractor, to the University that the work will be performed in accordance with the contract documents and that subcontractors, suppliers, and workers will be paid.

**Person:** Any business, individual, union, committee, club, other organization, or group of individuals.

**Pre-Bid Site Visit:** A Pre-Bid Site Visit provides potential bidders with an opportunity to view the project site and become familiar with existing conditions. Most often, bidder’s access to the site will be restricted to this specified time period to minimize facility disruptions. The Director of Capital Planning and Development issues an addenda, if necessary, to clarify or modify contract items identified at the meeting.

**Pre-construction Meeting:** A meeting conducted by the Construction Administrator and attended by the Consultant, Contractor and Owner’s Representative to review and discuss contract documents and project requirements.

**Pre-Qualification:** Screening of potential contractors, suppliers, or vendors (on the basis of factors such as experience, financial ability, managerial ability, reputation, work history, etc.) to develop a list of qualified bidders who will receive the invitation-to-bid documents.

**Procurement:** Buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

**Project Files:** A collection of project-related data, forms, communications, etc., arranged by project number and retained by the Director of Capital Planning and Development according to the records retention schedule. A partial informational copy of the file may be retained in the Director of Capital Planning and Development until a project is canceled or until the warranty period expires.

**Project Manager:** Project managers have the responsibility of the planning, procurement and execution of a project, in any domain of engineering.

**Project Schedule:** A Contractor’s schedule of planned work and payment by task.

**Proposal Development Documents:** Drawings and other design related documents that are sufficient to fix and describe the size and character of an infrastructure facility as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate to the applicable project delivery method.

**Public Notice:** The distribution or dissemination of information to interested parties using methods that are reasonably available. Such methods will often include publication in newspapers of general circulation, electronic or paper mailing lists, and website(s) designated by the purchasing agency and maintained for that purpose.

**Punch List:** A punch list is a document prepared near the end of a construction project listing work not completed or not conforming to contract specifications that the contractor must complete prior to final payment.
**Purchase Description**: The words used in a solicitation to describe the supplies, services, or construction to be purchased, and includes specifications attached to, or made a part of the solicitation.

**Purchase Request**: That document whereby a using agency requests that a contract be entered into for a specified need, and may include, but is not limited to, the technical description of the requested item, delivery schedule, transportation, criteria for evaluation, suggested sources of supply, and information for the making of any written determination required.

**Responsible Bidder or Offeror**: A person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

**Responsive Bidder**: A person who has submitted a bid which conforms in all material respects to the invitation for bids.

**Retainage**: A portion of the agreed upon contract price deliberately withheld until the work is substantially complete to assure that contractor or subcontractor will satisfy its obligations and complete a construction project. (Typically five percent.)

**RFP**: “Request for proposals”: A type of bidding solicitation in which CCSNH announces that funding is available for a particular project, and companies can place bids for the project’s completion. The Request For Proposal (RFP) outlines the bidding process and contract terms, and provides guidance on how the bid should be formatted and presented. A RFP is typically open to a wide range of bidders, creating open competition between companies looking for work.

**RFQ**: “Request for Qualifications”: refers to the pre-qualification stage of the contracting process. Only those Architects, Engineers, or Contractors who successfully respond to the RFQ and meet the qualification criteria will be included in the subsequent (RFP) solicitation process.

**SCA**: Standard Consultant or Contractor Agreement: An agreement by a consultant or contractor to provide professional consulting services on construction services. For basic design and construction services, CCSNH will use modified AIA documents. This agreement is a contract between the owner (CCSNH) and the consulting or construction firm. This agreement is maintained by the Director of Capital Planning and Development.

**Schedule of Values**: The Schedule of Values is a detailed statement furnished by a construction contractor, builder or others outlining the portions of the contract sum. It allocates values for the various parts of the work and is also used as the basis for submitting and reviewing progress payments.

**Schematic Design**: An initial design scheme that seeks to define the general scope and conceptual design of the project including scale and relationships between building components. At the end of the schematic design phase the architect will present some rough sketches to the owner for approval.

**Scope**: Identification of all requirements of a project or contract.

**Score Sheet**: A scoring mechanism used in the Screening and Selection of potential architects, engineers, and contractors on the basis of factors such as experience, financial ability, managerial ability, reputation, work history, etc.

**Selection Committee**: The Director of Capital Planning and Development with a group of people made up of college representatives appointed by the President, whose goal is to choose a contractor or consultant using a pre-determined criteria score sheet.

**Services**: The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

**SF**: Square Foot: A square unit of area measuring twelve inches on each of its four sides.

**SFMO**: State Fire Marshal’s Office: Per Chapter 155-A New Hampshire Building Code: “For buildings and structures owned by the state, the community college system of New Hampshire, or the university system, the person responsible for such activities shall obtain a permit from the state fire marshal. Before issuing the permit, the state fire marshal shall give due consideration to any written
recommendations of the municipal fire chief, building official, or designee in the community where the state building is located.”

**Shop Drawings:** Detailed, accurate drawings produced by individual trades from which a building is actually constructed. The most reliable source of dimensional information short of field dimensions.

**Signature:** A manual or electronic identifier, or the electronic result of an authentication technique attached to or logically associated with a record that is intended by the person using it to have the same force and effect as a manual signature.

**Site Plan:** A plan of the area of a proposed construction operation, including the building outline, parking, work areas, and/or property lines.

**Small Projects:** $25,000 to $100,000.

**Sole Source Contract:** Contracts issued where the service required can only be obtained from one vendor. May require special approval by the chancellor; contact the Director of Capital Planning and Development.

**SOQ:** Statement of Qualifications.

**Specification:** Any description of the physical or functional characteristics, or of the nature of a supply, service, or construction item for an infrastructure facility. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

**Stake Holders:** A person with an interest or concern in the project. The person or persons who will occupy or use the completed facility or system.

**Sub-Contractor:** A subcontractor is any business which has agreed to carry out construction operations for another business or body which is a contractor or deemed contractor.

**Sub-Contractor Master List:** A requirement for listing subcontractor bids for state construction contracts. – The following requirements apply to the construction, reconstruction, installation, demolition, maintenance, or repair of any building by a state agency, including the community college system and university system of New Hampshire, that is required to be awarded through competitive bidding.

  1. A general contractor shall provide to the awarding state agency, community college, or university system a list of the names, addresses, CEO, CFO, other LLC principals, and each subcontractor to be used in the performance of the contract as soon as is practicable after the contract award, but in any event prior to the date on which the subcontractor begins work on the project. This provision applies to all subcontractors engaged to work on the project, regardless of the date of their engagement.

  2. This section provides minimum disclosure standards regarding subcontractors and shall not preclude an awarding state agency or the community college or university system from setting more rigorous standards for construction work under their jurisdiction.

**Submittals:** Submittals in construction are shop drawings, material data, samples, and product data. Submittals are required for the architect and engineer to verify that the correct products and quantities will be installed on the project.

**Substantial Completion:** The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

**Supplies:** All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

**Value Engineering:** A specialized cost control technique, which utilizes a systematic and creative analysis of the functions of a project or operation to determine how best to achieve the necessary function, performance, and reliability at the minimum life cycle cost.

**Warranty:** Construction warranty refers to a warranty for construction that is given by the building contractor. Such warranty states that the construction project is free of structural, electrical, plumbing,
and other defects, and is fit for the intended purpose. (Typically last 1 year from date of substantial completion)

**Working Drawings**: Graphic depictions of a building on paper or CAD, prepared as the basis for a construction contract. They include floor plans, building and wall sections, details and schedules, as well as architectural, structural, mechanical and electrical drawings. They do not reflect changes made during construction unless stamped "As-built" or "Record Drawings". Sometimes referred to as Construction Drawings or CDs.

**Written or in Writing**: The product of any method of forming characters on paper, other materials, or viewable screens, which can be read, retrieved, and reproduced, including information that is electronically transmitted and stored.
Chapter 12: Links to CCSNH SysNET, CCSNH policies and Federal Websites

MyCCSNH: https://sysnet.ccsnh.edu/

CCSNH Bidding: http://www.ccsnh.edu/open-bids

CCSNH Board Policies: Section 500 – Facilities:
http://www.ccsnh.edu/sites/default/files/content/documents/500FACILITIESPolicies12092010.pdf

CCSNH System Policies: Section 500 – Facilities Policies:

Alteration of Terrain (AOT) permit:
http://des.nh.gov/organization/divisions/water/aot/permit_aot.htm

Stormwater Pollution Prevention Plan (SWPPP):

NH Dept. of Environmental Services: Environmental Data and Information on OneStop
http://des.nh.gov/onestop/index.htm

NH State Building Code and Amendments:

NH State Fire Marshal Office: Building Permit Site.

NH State Building Permit System: Chapter Saf-C 8100

NH Building Code: Chapter 155-A:1
http://www.gencourt.state.nh.us/rsa/html/xii/155-a/155-a-mrg.htm

NH State Fire Code and Amendments:

NH Governor’s Commission on Disability, Architectural Barrier Free-Design Committee:
http://www.nh.gov/disability/about/abcommittee.htm

NH High Performance Design
Building Requirements for State Funded Buildings, NH RSA 155-A:13:
New Hampshire’s Percent for Art Program, 19-A:9, 19-A:10:
http://www.nh.gov/nharts/programservices/percentforart.htm

Energy Efficiency & Sustainable Energy Board (EESE)
http://www.puc.nh.gov/ese.htm

Energy Efficiency in State Government
http://sunspot.nh.gov/energysystem/default.aspx

NHDOT Standard Specifications

NHDOT Standard Plans
Exhibit A

COLLEGE/CAPITAL PLANNING & DEVELOPMENT
PROJECT NARRATIVE AND CHECKLIST

Narrative:__________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________

Capital Planning & Development                                      College Contact Person:
__________________________________________________________________________________

CHECKLISTS:

Architectural:

Are schematic drawings or other data available?______________________________

Building's square footage:_______________________________________________________

General construction type; aesthetic preference (Architecturally):____________________

Number of Staff; Public or Other:______________________________________________

Building /Site Security Issues:

(I.e.-Laboratory.Etc)________________________________________________________________

Local permitting and/or fee costs:______________________________________________

Should future expansion be considered in design of this project?____________________
Exhibit A

COLLEGE/CAPITAL PLANNING & DEVELOPMENT
PROJECT NARRATIVE AND CHECKLIST

Will other governmental agencies need to be involved (i.e. NH DES, Federal, etc.)? __________
____________________________________________________________________________________

Building Commissioning: __________________________________________________________________

Anticipated Construction Starting Date: ______________________________________________________

Anticipated Construction Completion Date: ____________________________________________________

Environmental Concerns: __________________________________________________________________

Neighborhood Concerns: __________________________________________________________________

Any On-Site Demolition? __________________________________________________________________

Identify any restrictive conditions impacting contractor’s construction activities: _____________
____________________________________________________________________________________
____________________________________________________________________________________

Is all the work to under a General Contractor (i.e. own force’s work, other contracts, coordination issues)? __________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

Other Input: ___________________________________________________________________________
Exhibit A

COLLEGE/CAPITAL PLANNING & DEVELOPMENT
PROJECT NARRATIVE AND CHECKLIST

Generally minimal cost increase for specifying products (i.e., roofing systems) with longer warranty periods (re: 50 year buildings):

_________________________________________________________

Civil:

Site location, conditions, site investigations:

_________________________________________________________

Staff, visitor and/or public parking requirements:

_________________________________________________________

Utilities (also see M/E):

_________________________________________________________

General on-site road requirements:

_________________________________________________________

Ownership of site assets (i.e. loam):

_________________________________________________________

Exhibit A: Project Narrative and Checklist
Exhibit A

COLLEGE/CAPITAL PLANNING & DEVELOPMENT
PROJECT NARRATIVE AND CHECKLIST

Traffic concerns (i.e. signalization)

Environmental concerns:

Other input:

Mechanical:

Building System Requirements:

Site requirements:

Exhibit A: Project Narrative and Checklist
Exhibit A

COLLEGE/CAPITAL PLANNING & DEVELOPMENT
PROJECT NARRATIVE AND CHECKLIST

______________________________________________________________________________

Other Input: __________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

Electrical:

Building System Requirements: ____________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

Exhibit A: Project Narrative and Checklist
Site requirements:_______________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Other Input: _________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Exhibit A: Project Narrative and Checklist
Exhibit B

OWN FORCES FACILITY ALTERATION AND/OR RENOVATIONS

College: ________________________________________________________________

Narrative: ____________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

College Contact Person:
________________________________ email: ____________________________ ph: _______

Architectural:

Are schematic drawings or other data available?______________________________

Building's square footage:_____________________________________________________

General construction type; aesthetic preference (Architecturally): ____________________

______________________________________________________________________________

Number of Staff; Public or Other: ______________________________________________

Building /Site Security Issues:

(I.e.-Laboratory.Etc)________________________________________________________________

Local permitting and/or fee costs:_________________________________________________

Should future expansion be considered in design of this project?______________________

Will other governmental agencies need to be involved (i.e. NH DES, Federal, etc.)?__________

______________________________________________________________________________

Exhibit B: Own Forces Facility Alteration
Exhibit B

OWN FORCES FACILITY ALTERATION AND/OR RENOVATIONS

Building Commissioning: _______________________________________________________________

Anticipated Construction Starting Date: ________________________________________________

Anticipated Construction Completion Date: _____________________________________________

Environmental Concerns: _____________________________________________________________

Neighborhood Concerns: _____________________________________________________________

Any On-Site Demolition? ______________________________________________________________

Identify any restrictive conditions impacting construction activities: _______________________

__________________________________________________________________________________

__________________________________________________________________________________

Is all the work to under own force’s work, or ( General Contractor, other contracts),
coordination issues? ________________________________________________________________

__________________________________________________________________________________

__________________________________________________________________________________

Other Input: _______________________________________________________________________

__________________________________________________________________________________

Generally minimal cost increase for specifying products with longer warranty periods (i.e.,
roofing systems, 20 or 30 year) for our 50 year buildings):

__________________________________________________________________________________

__________________________________________________________________________________
Exhibit B

OWN FORCES FACILITY ALTERATION AND/OR RENOVATIONS

Civil:

Site location, conditions, site investigations: ________________________________

________________________________________________________

Staff, visitor and/or public parking requirements: __________________________

________________________________________________________

Utilities (also see M/E): _____________________________________________

________________________________________________________

General on-site road requirements: _____________________________________

________________________________________________________

Ownership of site assets (i.e. loam): _________________________________

________________________________________________________

Traffic concerns (i.e. signalization): ________________________________

________________________________________________________

Environmental concerns: _____________________________________________

________________________________________________________
Exhibit B

OWN FORCES FACILITY ALTERATION AND/OR RENOVATIONS

Other input:

__________________________________________________________

__________________________________________________________

__________________________________________________________

Mechanical:

Building System Requirements: __________________________________

________________________________________________________________

________________________________________________________________

________________________________________________________________

Site requirements: ____________________________________________

________________________________________________________________

________________________________________________________________

________________________________________________________________

Other Input: _________________________________________________

________________________________________________________________

________________________________________________________________

Exhibit B: Own Forces Facility Alteration
Exhibit B

OWN FORCES FACILITY ALTERATION AND/OR RENOVATIONS

Electrical:

Building System Requirements: __________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
Site requirements: _________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
Other Input: _______________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________

Exhibit B: Own Forces Facility Alteration
STATE OF NEW HAMPSHIRE
BY HER EXCELLENCY
MARGARET WOOD HASSAN, GOVERNOR
EXECUTIVE ORDER NUMBER 2016-03
(Supersedes EO 2011-1)

An order for state government to continue to lead-by-example in energy efficiency, conservation, and renewable energy

WHEREAS, the use of fossil fuels for electricity, heating and cooling, and transportation has a significant impact on public health and the environment, contributing to such problems as ground-level ozone, acid deposition, water pollution, small particle pollution, regional haze, mercury contamination, and climate change; and

WHEREAS, the State owns more than 500 buildings and occupies 700 additional buildings, and operates a passenger vehicle fleet of approximately 2,000 vehicles, making it the largest energy user in New Hampshire with transportation, heating, cooling, and electricity costs greater than $27 million annually in 2015; and

WHEREAS, since 2005 New Hampshire state government has reduced its fossil fuel energy use by 21 percent per square foot, avoiding nearly $10 million in state energy costs; and

WHEREAS, the State is expected to avoid nearly $87 million in energy expenditures over the next 20 years as a result of a series of innovative energy performance contracts overseen by the State Energy Manager at the Department of Administrative Services and the work of state agencies; and

WHEREAS, the State, through the work of the State Fleet Manager at the Department of Administrative Services, has also reduced its passenger vehicle miles traveled by approximately 2.4 million miles since 2009, avoiding the purchase of an estimated 137,000 gallons of fuel and avoiding approximately $359,000 in fuel costs since that time, while reducing carbon pollution emissions by 1,200 metric tons; and

WHEREAS, development of energy efficiency and renewable energy resources will help preserve New Hampshire's valuable environmental resources; protect the health of our citizens; reduce greenhouse gas emissions, other harmful pollution, and energy costs; increase our energy independence; and contribute to the state's economic vitality; and

WHEREAS, New Hampshire state government has a strong commitment and an obligation to lead-by-example in such areas as energy efficiency, conservation, and renewable energy, to save taxpayers
money, reduce environmental impact, and demonstrate cost-effective solutions to citizens, businesses, and other government jurisdictions.

NOW THEREFORE, I, MARGARET WOOD HASSAN, GOVERNOR of the State of New Hampshire, in order to continue our progress in reducing energy use and costs, and the release of greenhouse gas and other pollutants, by the authority vested in me by Part II, Article 41 of the New Hampshire Constitution, do hereby order that:

1. A steering committee, referred to as the State Government Energy Committee (SGEC), shall advise the State Energy Manager and the State Fleet Manager regarding the improvement of energy management within state buildings, operations and fleets; and the development and promotion of policies to expand the State's lead-by-example efforts. The SGEC shall be composed of representatives of the Department of Administrative Services (DAS), the Department of Environmental Services (NHDES), the Public Utilities Commission (PUC), the Department of Resources and Economic Development (DRED), the Department of Safety (DOS), the Department of Transportation (DOT), the Office of Energy and Planning (OEP), and all other Agencies and Departments with significant opportunities for energy management, and shall be co-chaired by the Commissioner of NHDES and the Director of OEP.

2. To build upon our success in achieving significant fossil fuel and cost reductions, the State of New Hampshire shall, using a metric developed by the State Energy Manager and the SGEC to normalize for annual variations in weather and use, reduce aggregate fossil fuel use across all its owned facilities on a square-foot basis, as compared to a 2005 baseline, by:

   a. 30 percent by 2020; and
   b. 40 percent by 2025; and
   c. 50 percent by 2030.

3. The State of New Hampshire shall work to reduce greenhouse gas emissions from the state passenger vehicle fleet by 30 percent on a metric-ton basis by 2030, as compared to a 2010 baseline.

4. The State Energy Manager and the State Fleet Manager, working with the SGEC, will develop performance metrics for specific building categories and vehicle classes that apply to all Agencies and Departments to ensure compliance with the targets established in Items 2 and 3 above. The performance metrics will be developed by December 30, 2016, and Agencies and Departments will report their progress toward achieving those metrics in their Fiscal Year 2018 Energy Conservation Plans.

5. Every Agency and Department having more than 15 employees or that occupies more than 10,000 square feet of space shall, in the submission of the annual Energy Conservation Plan required by 21-I:14-c, designate a coordinator who will be responsible for tracking the implementation of this Executive Order and who will serve as the contact person for dissemination of information on reducing energy and water use.
6. Every Agency and Department that is financially responsible for utility expenses shall utilize the utility management tool approved by the State Energy Manager, in consultation with the SGEC, to track its energy and water consumption and shall benchmark the energy and water use of each of its facilities in accordance with the recommendations of the SGEC.

7. Each Agency and Department will include in their requests for proposals for leased spaces a request that bidders submit a building energy score and/or a building energy audit. If such information is not available, the ability of the Agency or Department to lease that facility will not be impacted. Starting by Fiscal Year 2018, the energy associated with leased spaces shall also be tracked, but the energy performance targets established above will not apply.

8. All new construction or renovations of state buildings shall maximize energy efficiency and renewable energy, and minimize fossil fuel consumption by compliance with the following criteria:

   a. All projects required to comply with the high performance, energy efficient, sustainable design standard defined in RSA 155-A:13 shall also employ energy modeling during the design process and complete third-party commissioning upon completion; and

   b. Beginning January 1, 2017, any project managed by the Division of Public Works that affects fewer than 25,000 square feet or costs less than $1,000,000 shall comply with the requirements of a second-tier high performance, energy efficient, sustainable design standard determined by the Commissioners of the Department of Environmental Services and the Department of Administrative Services, in consultation with the Division of Historic Resources, the Division of Public Works, the Office of Energy and Planning, and the Community College System. Such standard shall be reviewed annually at the same time as the high performance standard pursuant to RSA 155-A:13, and shall be amended as necessary; and

   c. The second-tier standard shall not apply to structures or projects specified in RSA 155-A:13, Paragraph II (b), (d), (e), (f) or (g); and

   d. In developing the high performance, energy efficient, sustainable design standard and the second-tier standard, provisions of current International Energy Conservation Codes and ASHRAE Standard 189.1 shall be considered; and

   e. All new construction projects included above shall incorporate a renewable energy component in their design if the cost of such can be recovered within the lifetime of the measure.

9. In addition to the criteria listed in RSA 21-I:17-b, relative to the purchase of electricity by competitive bidding, the ability to provide a percentage of electricity from renewable sources shall be considered when selecting an electric provider.
10. Beginning with the Fiscal Year 2020/2021 budget cycle, all capital improvement project requests shall require the submitting Agency or Department to complete an analysis of energy cost savings or additions associated with the project. This information shall be included as a separate line item on the submission form and shall not be combined with other operational cost savings or additions.

11. The State of New Hampshire shall lead-by-example in the adoption of new clean vehicle technology by pursuing opportunities to procure electric vehicles (EV) and plug-in hybrid vehicles for use in the state fleet and by installing EV charging infrastructure for use by state agencies. Where feasible and recommended by SGEC, state offices with more than 50 employees will also make EV charging infrastructure available for employees, with the energy cost associated with such charging to be borne by the users or suppliers of that equipment, or through other innovative financing mechanisms.

12. In recognition that more than 45 percent of carbon dioxide pollution in New Hampshire comes from the transportation sector, and nearly 30 percent of state energy dollars are used to pay for transportation energy use, every Agency and Department shall comply with the Clean Fleets Program (CFP) requirements as established by the SGEC. The SGEC shall update criteria for the CFP no later than October 1st annually. The CFP shall include:

a. A Clean Fleet Approved Vehicle List that includes vehicles that meet a minimum fuel economy requirement and a minimum emissions rating for new passenger vehicle and light truck purchases; and

b. A waiver procedure for requesting the purchase of a vehicle not on the Clean Fleets Approved Vehicle List; and

c. Based upon recommendations by the SGEC, minimum fuel economy and emissions ratings for on-road medium and heavy-duty vehicles shall also be established; and

d. A procedure to ensure that the appropriate vehicle is selected for the intended use of the vehicle; and

e. A method by which the total cost of ownership of a specific vehicle is to be calculated, with such calculation including a cost of carbon factor. The SGEC shall provide recommendations on the cost of carbon factor to be used; and

f. Vehicle purchase requirements that ensure compliance with the United States Energy Policy Act of 1992 (EPAct), which mandates that a certain percentage of new vehicles purchased in certain areas of the state be alternative fuel vehicles; and

g. A motor vehicle "Best Management Practices" guide, including the State's anti-idling policy and additional measures to promote vehicle fuel conservation.
including, but not limited to: carpooling, teleconferencing, and improved preventive maintenance.

13. The SGEC shall develop outreach materials relative to improving energy conservation in buildings and fuel-efficient driving behaviors and disseminate that information to state employees via avenues deemed appropriate by the SGEC.

14. The State Energy Manager and the State Fleet Manager shall report to the Governor on an annual basis, as an appendix to the Annual Energy Report, regarding the progress on implementing the policies and the measures identified herein.

Given under my hand and seal at the Executive Chambers in Concord, this 6th day of May, in the year of Our Lord, two thousand and sixteen, and the independence of the United States of America, two hundred and forty.

[Signature]
Governor of New Hampshire
Exhibit D

Bureau of Building Safety & Construction
Engineering & Plan Review Section
State Building Permit System

The Bureau of Building Safety and Construction administers the State Building Permit System as authorized by law through RSA 155-A and administered by Saf-C 8100 Rules.

The permit system applies to construction involving all state owned properties, the university system properties, community college system properties and by written request and acceptance from those municipalities that have not adopted an enforcement mechanism pursuant to RSA 674:51. Permits are required for new and renovation construction based on the provisions of the current NH State Building Code and applicable amendments.

The following permits are issued through this program:

- **Building Permit**
- **Mechanical Permit (fuel gas):** For all work subject to state licensing requirements as identified in RSA 153:27
- **Mechanical Permit (non-fuel gas):** Work not subject to state licensing requirements including ductwork
- **Electrical Permit**
- **Plumbing Permits**
- **Fire Protection Permits:** Includes fire suppression systems, fire alarms, kitchen exhaust systems

Permit System and Inspection Process:

1. Separate permit applications and applicable payment are required to be submitted for each permit at least 30 days prior to the intended start of construction. The form fillable permit application is available here [LINK](#). Additional supporting documents are as follows:
   a. One set of construction documents, if not already submitted and approved by this agency. Pursuant to RSA 153:8-a,1
   b. A completed Statement of Special Inspections if applicable
   c. All other supporting documents required by the NH State Building Code
2. Application Review: If the application, construction documents or supporting documents do not conform to the requirements of statutes, rules, or state and local adopted building codes, the fire marshal or designee shall deny the application in writing within 30 days of receiving an application, stating the reasons therefor. If the fire marshal or designee approves the application, the permit shall be issued as soon as practicable and shall be posted on the project site for the duration of the construction.
3. Required inspections need to be scheduled 48 hours in advance by contacting this office at 603-223-4289 Option 1. For all plumbing and fuel gas inspections contact the inspector assigned to your project.

4. If inspected work in place is found to be not in compliance with applicable state building codes at the time of inspection, the inspector shall issue a written order to the permit holder to correct the non-compliant work. The corrected work shall be subject to a re-inspection to verify compliance, and the permit holder shall be subject to a re-inspection fee.

5. Upon completion of the work, inspections for compliance with state and local codes by the fire marshal or designee and receipt of required documentation, a certificate of occupancy shall be issued.

Fee Schedule:

1. New commercial construction fees $.30 per gross square foot
2. Electrical permit, plumbing permit and mechanical permit fees shall be calculated for each permit as follows, but shall be not less than $75.00:
   a. The first $.01 to $100,000.00 of the total contracted cost shall be multiplied by 1.2%;
   b. The next $100,000.01 to $300,000.00 of the total contracted cost shall be multiplied by 0.5%, with the resultant number added to the sum calculated in accordance with (2)a. above; and
   c. The next $300,000.01 and higher of the total contracted cost shall be multiplied by 0.3%, with the resultant number added to the sums calculated in accordance with (2)b. above;
3. The fire protection system permit fee shall be $1.00 per device with minimum fee of $35.00
4. The re-inspection fee shall be:
   a. For building permits and fire protection system permits, $100 per re-inspection; and
   b. For electrical permits, plumbing permits and mechanical permits, 10% of the fee calculated in accordance with (b)(2) above, provided that the fee shall not be less than $100.00 nor more than $500.00.
5. Commercial renovation fee $.15 per gross square foot with a minimum fee of $50.00
6. Electrical permit, plumbing permit and mechanical permit fees shall be calculated as follows, but shall be not less than $75.00:
   a. The first $.01 to $100,000.00 of the total contracted cost shall be multiplied by 1.2%;
   b. The next $100,000.01 to $300,000.00 of the total contracted cost shall be multiplied by 0.5%, with the resultant number added to the sum calculated in accordance with (2)a. above; and
   c. The next $300,000.01 and higher of the total contracted cost shall be multiplied by 0.3%, with the resultant number added to the sums calculated in accordance with (2)b. above;
7. The fire protection system permit fee shall be $1.00 per device with minimum fee of $35.00; and
8. The re-inspection fee shall be:
   a. For building permits and fire protection system permits, $100 per re-inspection; and
   b. For electrical permits, plumbing permits and mechanical permits, 10% of the fee calculated in accordance with (b)(2) above, provided that the fee shall not be less than $100.00 nor more than $500.00.
   c. Fees for other structures and uses $1.00 per gross square foot with a minimum fee of $35.00

Documents

- Administrative Rules: State Building Permit System Saf-C 8100
- State Building Permit Application Form
STATE OF NEW HAMPSHIRE DEPARTMENT OF SAFETY  
John J. Barthelmes  
Division of Fire Safety  
Office of the State Fire Marshal  
J. William Degnan, State Fire Marshal  
Mailing Address: 33 Hazen Drive Concord NH 03305  
603-223-4289, Fax 603-223-4294  
TDD Access: Relay NH 1-800-735-2964 Arson Hotline 1-800-400-3526 

STATE BUILDING PERMIT APPLICATION  
Submit a separate application per permit

<table>
<thead>
<tr>
<th>Applicant Information (Property Owner)</th>
<th>Property Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: [___]</td>
<td>Building Name: [___]</td>
</tr>
<tr>
<td>Title: [___]</td>
<td>Map/Lot#: [___]</td>
</tr>
<tr>
<td>Address: [___]</td>
<td>Address: [___]</td>
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</tbody>
</table>

Phone: [___]  

<table>
<thead>
<tr>
<th>APPLICATION INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permit Type (Check One):</td>
</tr>
<tr>
<td>☐ Building Construction</td>
</tr>
<tr>
<td>☐ Fire Protection</td>
</tr>
<tr>
<td>☐ Electrical</td>
</tr>
<tr>
<td>☐ Plumbing</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>CONTRACTOR INFORMATION</th>
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<tbody>
<tr>
<td>General Contractor Name: [___]</td>
</tr>
<tr>
<td>Company Name: [___]</td>
</tr>
<tr>
<td>Address: [___]</td>
</tr>
<tr>
<td>City: [<em><strong>] State: [</strong></em>] Zip: [___]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LICENSING INFORMATION</th>
</tr>
</thead>
</table>
*Please provide a copy of applicable license for electrical, plumbing or mechanical applications*  
| ☐ Electrical | ☐ Fire Protection | ☐ Mechanical (Fuel Gas) | ☐ Plumbing |
| ☐ NH License #: [___] | Exp. Date: [___] | Email: [___] |
| ☐ Name: [___] | Telephone #: [___] |
| ☐ Company: [___] | |
| ☐ Address: [___] | |
| ☐ City: [___] State: [___] Zip: [___] |

<table>
<thead>
<tr>
<th>RESPONSIBLE DESIGN PROFESSIONAL (IF APPLICABLE)</th>
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<tbody>
<tr>
<td>Name: [<em><strong>] NH License # &amp; Exp. Date: [</strong></em>]</td>
</tr>
<tr>
<td>Company: [___]</td>
</tr>
<tr>
<td>Address: [___]</td>
</tr>
<tr>
<td>City: [<em><strong>] State: [</strong></em>] Zip: [___]</td>
</tr>
</tbody>
</table>
Brief Description:

Owner’s Signature ______________________ Date:________________________

I hereby certify, subject to the penalties of unsworn falsification pursuant to RSA 641:3, that all statements made on this application are true to the best of my knowledge and that I am responsible to ensure that all construction work will be completed in accordance with all Federal, State and local laws and ordinances, including local Zoning Ordinances as applicable and the State of NH Building Code, and that I further authorize employees and or agents of the NH Fire Marshal’s Office to enter this property for purposes of inspections.

PERMIT FEES PURSUANT TO NH CODE OF ADMINISTRATIVE RULES SaF-C 8105

*Please make checks payable to “Treasurer, State of New Hampshire”

Calculations: (Electrical/Mechanical/Plumbing)

Total cost of construction for permit calculation : $____________ (electrical/mechanical/plumbing only)

<table>
<thead>
<tr>
<th>JOB COST</th>
<th>PROJECT AMOUNT</th>
<th>MULTIPLY</th>
<th>TOTAL INSP. FEE MIN $75.00</th>
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<tbody>
<tr>
<td>1st 100,000</td>
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<tr>
<td>2nd 100,000</td>
<td>100,000.01-300,000</td>
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<td>3rd 100,000</td>
<td>300,000.01+</td>
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<tr>
<td>Total Amount:</td>
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Re-Inspection Fee (Electrical/Mechanical/Plumbing)

10% Re-inspection Fee: 10% of the fee calculated, provided that the fee shall not be less than $100.00 nor more than $500.00.

New Commercial Permit Fee (Building)

<table>
<thead>
<tr>
<th>FEE TYPE</th>
<th>SQUARE FOOTAGE</th>
<th>FEE AMOUNT</th>
<th>TOTAL INSP. FEE</th>
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</thead>
<tbody>
<tr>
<td>BUILDING PERMIT</td>
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<tr>
<td>OTHER STRUCTURES</td>
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<td>min. $35.00</td>
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New Commercial Renovation Permit Fee (Building)

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<tbody>
<tr>
<td>BUILDING PERMIT</td>
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<td></td>
</tr>
<tr>
<td>OTHER STRUCTURES</td>
<td></td>
<td>$1.00</td>
<td></td>
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<tr>
<td>min. $35.00</td>
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New Commercial Permit & Renovation Permit Fee (Fire Protection)

<table>
<thead>
<tr>
<th>FEE TYPE</th>
<th># OF DEVICES</th>
<th>FEE AMOUNT EACH</th>
<th>TOTAL INSP. FEE MIN $35.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRE PROTECTION</td>
<td></td>
<td>1.00</td>
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</table>

Re-Inspection fee for Building, Fire Protection and Other: Permit fee is $100.00 per inspection