

Crossroads Sewer and Water Project

The City of Rochester, New Hampshire is issuing a Request for Qualification (RFQ) and sealed price proposals for engineering services related to the Crossroads Sewer and Water Project. Submissions must be submitted in a sealed envelope plainly marked:

Request for Engineering Qualifications & Price Proposals

Crossroads Sewer and Water Project

RFQ # 14-29

City of Rochester, New Hampshire, Purchasing Office

31 Wakefield St.

Rochester, NH 03867

Attn: Purchasing Agent

All Qualifications and Price Proposals must be received no later than 2:15 pm EST February 20, 2014. The RFQ opening will be at 2:30 pm EST. **Price Proposals will be opened at a later date.** RFQ specifications may be obtained by visiting www.rochesternh.net or by emailing the Purchasing Agent at purchasing@rochesternh.net or by contacting the Purchasing Agent at City Hall, 31 Wakefield Street, Rochester, NH 03867, (603) 335-7602. All questions must be submitted in writing (email preferred) to the Purchasing Agent. All submittals must be made on the forms supplied and must be fully completed when submitted.

ROCHESTER, NEW HAMPSHIRE

The City of Rochester has secured a grant from the Department of Commerce's Economic Development Administration (EDA) to help fund a \$3,892,200 water and sewer extension project to service the Crossroads Industrial Park and Rochester Market Place.

As required by the U.S. Department of Commerce Economic Development Administration, the Architectural/Engineering services shall be selected competitively by sealed bids (formal advertising) or by competitive proposals. Additionally, project price shall be separated into Design/Bidding Phase and Construction/Project Inspection Phase. Fees shall be a cost reimbursement with an agreed upon maximum; the use of the cost-plus-a-percentage-of-cost and percentage forms of compensation are not eligible for EDA participation. Please see enclosed Economic Development Administration Checklist for Architect/Engineer contracts for guidance. The City is required to provide this checklist to the EDA for approval.

The scope of work for the project is to construct 8,000 feet of municipal sewer and construct/replace 9,000 feet of municipal water to service an industrial park and commercial center.

The proposed sewer infrastructure will be constructed from the Salmon Falls Road Pump Station to the intersection of Milton Road and Salmon Falls Road. The construction will then continue .3 miles south to Rochester Market Place at 96 Milton Road (Market Basket) where the sewer line will terminate.

The proposed water main expansion will extend from the intersection of Woodland Green and Salmon Falls Road north to the intersection of Milton Road. The water expansion involves three types of upgrades/construction. The first, on Salmon Falls Road from Woodland Road to Autumn Road, will involve the upgrade of an existing 6-inch main to a 10-inch main. The second, on Salmon Falls Road from Autumn Road to Flat Rock Bridge Road, is the construction of a new 10-inch water main. The third, from Flat Rock Bridge Road to Milton Road, is an upgrade from an existing 6-inch main to a 10-inch main.

Work will also include raising the Salmon Falls Road in the area of an existing 36" RCP culvert to eliminate the need for a sewer siphon and deeper sewer installation. It is anticipated that this will require raising a 850 +/- linear foot section of Salmon Falls Road in the area of the culvert. It is not anticipated that raising the roadway will have any floodplain impacts and that a NHDES Shoreland Permit by Notification; AoT General Permit by Rule; and Wetland Routine Roadway and Railway Maintenance Activities Notification will be required.

The selected engineering firm will guide the City through the design and engineering of the project, preparation of complete and accurate construction drawings and

specifications, facilitation of construction bid, preparation of construction cost estimates and provide construction management services. The firm will also be expected to guide the city in adhering to all EDA funding requirements throughout the project.

I) PROPOSAL SPECIFICATIONS

A) Statement of Qualifications (SOQ) and Price Proposal specifications:

- 1) Statement of Qualifications (SOQ): must include the following information:
 - a) Fully completed SOQ form submitted with complete proposal packet;
 - b) Resumes of key personnel to participate in the project including educational background and employment history, not to exceed two pages per person;
 - c) Description of other projects managed and designed by this firm similar to this project. Please include references, contact names and telephone numbers;
 - d) Specific evidence of familiarity with Federal Grant Administration procedures;
 - e) Statement of availability and location of key personnel to work on the Rochester assignment;
 - f) Brief description of the firms approach to planning, designing and, implementing this project;
 - g) Descriptions of budgeting costs and quality control procedures;
 - h) Qualifications statement must NOT include price proposal information.
- 2) Price Proposal: to be provided in a **SEALED AND SEPARATE ENVELOPE**. Price Proposal must include the following information submitted on form provided:
 - a) Fully completed Price Proposal Form;
 - b) Cost based on the Scope of Work;
 - c) An expected timeline for completion;
- 3) Price Proposal Alternate: Provide any recommended changes with associated time and cost additions or deductions.
- 4) Quantities:
 - a) Three (3) bound copies of Statement of Qualifications to include the provided SOQ form;
 - b) One (1) copy of the Price Proposal Form in a separately sealed envelope.

- 5) As required by the U.S. Department of Commerce Economic Development Administration, the project price shall be separated into Design/Bidding Phase and Construction/Project Inspection Phase. Fees shall be a cost reimbursement with an agreed upon maximum; the use of the cost-plus-a-percentage-of-cost and percentage forms of compensation are not eligible for EDA participation. Please see enclosed Economic Development Administration Checklist for Architect/Engineer contracts for guidance. The City is required to provide this checklist to the EDA for approval.

II) SCOPE OF WORK

- A) Design/Bidding Phase (approximately 9 months total): For the purpose of reviewing qualifications and price proposals the Design/Bidding Phase Scope of Work is as follows:
 - 1) Kick-Off meeting with key City staff to discuss the overall project objectives and goals, refine the scope of services if necessary, and get the project firmly started.
 - 2) Data Collection of all relevant existing studies, reports, record drawings and data from the City, NHDOT, Utility Companies, etc. Pertinent information shall be utilized to the extent possible to avoid duplication of previous study efforts. Coordinate with the existing utilities companies that provide service in the project area.
 - 3) Survey:
 - a) Topographic and Existing Conditions Survey. Approximately 18,000 LF of survey information shall be provided to the City will include the following:
 - i. The survey shall be based on the City of Rochester datum (NAD83/92 – NAVD88).
 - ii. Field survey shall extend approximately 25' beyond edge of traveled way on both sides of the street and include building faces and streams within 50' of the traveled road way.
 - iii. If required, cross country routes shall be delineated to a width of 100'± centered approximately on the proposed sewer.
 - iv. Utility inverts, pipe size and type shall be measured from the rim at the ground surface with standard survey invert measuring tools. Structures that are inaccessible or obstructed shall be noted.
 - v. The detailed field survey shall include the following as observed: street curb lines (or edge of traveled way), property lines based on assessors maps, driveways, sidewalks, curbs, buildings and building numbers, sill elevations, poles, fences, walls, wetlands (as delineated), streams (located showing centerline, right and left to extend 50 feet from the traveled roadway), wooded areas and large individual trees, hydrants, manholes, catch basins, manhole and catch basin rim and invert elevations; type, size, materials and location of pipelines as can be determined from surface evidence;

- and locations of valves and other indicators of underground utilities.
- vi. Elevation bench marks (based on City of Rochester NAVD88 datum) shall be established and shown on the plans at approximately every 500 feet of street footage and at all intersections or bends.
 - vii. Spot elevation data shall be collected throughout the project area and used along with break lines to create the Digital Terrain Model (DTM) and 2' topographic contour intervals.
 - viii. Abutter's parcel numbers, names and street addresses shall be shown on the plan based on existing tax map information.
 - ix. Right of way, easement and parcel boundaries will be shown on the plan approximately per available tax map information.
- b) Wetlands Delineation per NHDES standards. Once the delineation of wetlands is complete, wetland boundaries will be mapped as part of the topographic survey work. Wetlands delineation shall be provided to the City in AutoCAD format for incorporation into the City's GIS.
- 4) Subsurface Exploration and Geotechnical Investigations for the project in the ROW shall consist of a series of shallow explorations throughout the alignment. The primary purpose of the explorations is to identify shallow bedrock conditions, glacial till soils (which may contain cobbles and boulders), very soft soil conditions (peat), and groundwater levels in the area of the proposed sewer line. As currently envisioned explorations shall consist of a combination of sixty (60) auger probes and four (4) conventional Standard Penetration Test borings to be performed approximately every 300 feet and at all intersections. Exploration depths are expected to extend to approximately 3 ft beneath inverts of pipes and/or structures. Traffic maintenance and control shall be implemented when drilling on public streets and roadways.
- 5) Provide 30% Conceptual Design for City staff and Committee Review
- 6) Informational fliers to be mailed to each resident explaining the project and requesting information from each home owner indicating the location of their existing services. All questionnaire data shall be compiled and reviewed.
- 7) The following permitting efforts are anticipated:
- NHDES Shoreland Permit By Notification
 - AoT General Permit by Rule
 - Wetland Routine Roadway and Railway Maintenance Activities Notification
- 8) Prepare designs and submit formal design review submittals to the City at 60% and 90% completion of the project.
- 9) Prepare traffic maintenance plan for City staff and Committee Review. Plan shall indicate how road closures and detours are to be handled during construction.

- 10) Prepare bid ready technical and construction plans and specifications for this project. The front-end specifications shall be standard Economic Development Administration (EDA) front end documents and shall be tailored to meet the requirements of the Project. Assist the City throughout the bidding process and make a recommendation of award after reviewing the received bids.
 - 11) The consultant shall provide the following support services to assist the City in obtaining bids from contractors. The bid period for this project is 30 consecutive calendar days to allow bidders adequate time to become familiar with the work.
 - 12) Assist with procurement of the contract work and/or equipment to be purchased directly by the City.
 - 13) Coordinate the notification process for Disadvantaged Business Enterprises (DBEs) as required by the funding agency.
 - 14) Prepare the Advertisements for Bid for publication in a New Hampshire newspaper of major circulation, and notify appropriate industry publications such as Associated General Contractors and Construction Summary of New Hampshire.
 - 15) Prepare necessary copies of drawings, contract/bid documents and technical specifications, and distribute them to interested parties.
 - 16) Conduct one Pre-Bid Meeting with interested contractors, representatives of regulatory and funding agency, and the City.
 - 17) Respond to bidder general and technical questions.
 - 18) Attend the Bid Opening, administer the receipt of bids, compare bids, check for compliance with the contract requirements, call references, confirm math and tabulate the results. Based upon this review, make a written recommendation for award of the contract.
 - 19) Modify Contract Documents to incorporate information included in bid addenda.
 - 20) The following meeting requirements are expected:
 - a) Meet with the City staff monthly or as required throughout the duration of the project
 - b) Meet with EDA, NHDOT and other agencies, companies, and groups affected by this project as required or communicate via telephone, facsimile, e-mail, etc.
 - c) Take an active role in the public participation process. Attend Public Works Committee meetings as needed. Coordinate and attend meeting with property owners. Plan to attend three (3) public meetings.
 - 21) The project will require public participation and coordination efforts from the preliminary design phases through construction.
- B) Construction/Project Inspection Phase (approximately 16 months): For the purpose of reviewing qualifications and price proposals the Construction/Project Inspection Phase Scope of Work is as follows:
- 1) Construction Administration:
 - a) Prepare for and attend the preconstruction meeting.

- b) Provide consultation and advice to the City during construction and be available to meet with the City staff, Contractor, utility companies, NHDES, safety officials (police and fire), and other concerned officials throughout the construction phase of the project to discuss/resolve construction issues, construction progress, and to coordinate the work as needed.
 - c) Check detailed construction, shop and erection drawings submitted by the Contractor for compliance with the design concept and design intent.
 - d) Prepare supplementary sketches required to clarify/resolve any field construction problems that may arise due to actual field conditions encountered.
 - e) Respond to and provide information pursuant to Requests for Information (RFI's) during construction of the Project as required.
 - f) Attend final review of the completed construction with representatives from the City, the Contractor, and other concerned parties as needed, and prepare a letter to address any deficiencies, corrective actions required, etc.
 - g) Prepare record (i.e. "as-built") drawings based on construction information.
 - h) Print and distribute construction record drawings as required for distribution to the City and others as required. Record drawings shall be furnished both in "hard" copy drawings and electronically in AutoCAD compatible format on compact disk (CD).
- 2) Resident Construction Observation: Provide on-site resident construction observation of the construction work in progress based on the Contractor's construction schedule. The resident engineer shall perform the following functions:
- a) Administer and/or assist with the layout of the construction by the Contractor and control of line and grade.
 - b) Monitor materials used in the construction for compliance with project specifications.
 - c) Monitor quality of construction and coordinate materials testing required to verify compliance with project specifications.
 - d) Review, analyze and approve laboratory, shop, and mill test reports and certificates for materials and equipment as required.
 - e) Prepare site visit observation reports covering observations made of the work in progress, delays to construction, unusual events, etc.
 - f) Monitor project progress and report same to the City and the EDA.
 - g) Review and approve monthly Payment Requisitions from the Contractor to confirm quantities of work completed and certify payment requisitions for payment by the City.
 - h) Interpret the contract plans and specifications and check the construction activities for compliance with the intent of the design.

- i) Attend meetings as required for coordination among the City, the Contractor, the NHDES, utilities, other state and local agencies (as appropriate).
 - j) Provide meeting minutes to City staff for records.
 - k) Confirm Substantial Completion of the project and prepare Certificate of Substantial Completion.
 - l) Prepare a Punch List of outstanding items of work to be completed after Substantial Completion in order to achieve final completion of the construction work.
 - m) Maintain project record (“as-built”) information for the development of final record drawings and final project report.
- 3) EDA Funding Requirements During Construction. Tasks that are required to be completed during construction pursuant to the rules and regulations for EDA funded projects include, but are not necessarily limited to the following:
- a) Document day-to-day activities at the construction site in writing.
 - b) Collect and check weekly certified payroll reports from the Contractor and all subcontractors on the project.
 - c) Collect weekly signed Statement of Compliance (wages) from Contractor and Subcontractors.
 - d) Verify hours worked and rates paid for the Contractor and all subcontractors on the project.
 - e) Maintain a file of weekly certified payroll reports at the construction site.
 - f) Submit a copy of the weekly certified payroll reports to City and the EDA.
 - g) Conduct at least two (2) (minimum) wage rate interviews to confirm/verify wage rates.
 - h) Conduct apprentice and trainee verification as applicable.
 - i) Document “Buy American” provisions.
 - j) Maintain documentation and records for all equipment and products purchased in accordance with the “Buy American” provisions at the construction site. Required documentation includes: (1) U.S.-made components; (2) National waivers; (3) project-specific waivers; and (4) “De Minimis” components.
 - k) Prepare monthly report of project completion status.

III) INSTRUCTIONS FOR PROPOSALS

A) Preparation of Proposals

- 1) The firm shall submit his/her price proposal upon the forms (attached) furnished by the City. The firm shall specify the unit price or price proposal base amount for each phase of work, and / or price proposal alternate amount, as is applicable.

- 2) If an amount entered on the Price Proposal Form is to be altered it should be crossed out with ink, the new unit price or price proposal amount entered above or below it, and initialed, also with ink.
- 3) The proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the consultant legally qualified and acceptable to the owner. If the proposal is made by an individual, his name and post office address must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles, and business address of the President, Secretary and Treasurer.
- 4) All questions shall be submitted in writing to and received by the Purchasing Agent at purchasing@rochesternh.net a minimum of seven (7) days prior to the scheduled opening. The Purchasing Agent will then forward both the question and the City's response to the question to all prospective firms and post it on the City's website.
- 5) All materials submitted in response to this invitation will become the property of the City of Rochester. All expenses incurred by responding to this invitation shall be the responsibility of the firm.

B) Irregular Proposal

- 1) Proposals will be considered irregular and may be rejected for any of the following reasons:
 - a) If the proposal is on a form other than furnished by the City, or otherwise specified, or if the form is altered or any part thereof is detached.
 - b) If there are unauthorized additions, conditional or altered components, or irregularities of any kind which may tend to make the proposals incomplete, indefinite, or ambiguous as to its meaning.
 - c) If the firm adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
 - d) If the price proposal does not contain a unit price for each pay item listed except in the case of altered authorized pay items.

C) Interpretations

- 1) No oral interpretations will be made to any firm as to the meaning of the specifications or terms and conditions of this RFQ.

D) Delivery of Proposals

- 1) When sent by mail, the sealed qualifications and price proposals shall be addressed to the City of Rochester, New Hampshire, Purchasing Office. All qualifications and price proposals shall be filed prior to the time and at the place specified in the RFQ. Qualifications and price proposals received after the time for the opening of the proposals will be returned unopened. Faxed or emailed proposals are NOT acceptable.

E) Withdrawal of Proposals

- 1) A firm shall be permitted to withdraw his/her proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.
- 2) No proposal may be withdrawn, for a period of sixty (60) days subsequent to the opening of proposals, without express written consent of the City of Rochester, NH.

F) Public Opening of Proposals

- 1) Statement of Qualifications submittals will be opened and read publicly at the time and place indicated in the invitation. Firms, their authorized agents and other interested parties are invited to be present.
- 2) Opening of the sealed Price Proposal Forms will NOT occur at the same time as the opening of Statement of Qualifications. Price Proposals will be opened once a review of the qualifications, through examination of submittals and/or interviews, has been conducted.

G) Disqualification of Firms

- 1) Any of the following reasons may be considered as being sufficient for the disqualification of a firm and the rejection of his/her submittal:
 - a) More than one proposal for the same work from an individual, firm, or corporation under the same or different name.
 - b) Evidence of collusion among firms.
 - c) Failure to supply complete information as requested.

IV) RFQ EVALUATION

- A) A Review Committee, consisting of City Staff, shall concenter the following factors as an integral part of the proposal evaluation process to include, but are not limited to:
 - 1) Ability, capacity and skill to perform within specified time limits.
 - 2) Experience, reputation, efficiency, judgment and integrity.
 - 3) Reference check
 - 4) Familiarity with Federal Grant Administration procedures;
 - 5) Sufficiency of firm's resources to fulfill the contract.
 - 6) Other applicable factors as the City determines necessary or appropriate.
 - 7) 60% based upon qualifications and past work performance
 - 8) 20% based upon price proposal
 - 9) 20% based upon City discretion

V) AWARD AND EXECUTION OF CONTRACT**A) Consideration of RFQ**

- 1) Proposals will be made public at the time of opening and may be reviewed only after they have been properly recorded.

- 2) The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the City, the best interest of the City of Rochester will be promoted thereby.

B) Award of Contract

- 1) If a contract is to be awarded, the award will be made to the qualified firm whose proposal complies with all the requirements prescribed in the specifications page(s) and evaluation section of this document, and at the sole discretion of the City, demonstrates that selection of said firm is in the best interest of the City, as soon as practical after the opening. The successful firm will be notified at the address listed that the proposal has been accepted.
- 2) The Review Committee will rank firms or consultants based upon proposal evaluations.
- 3) The final scope of services agreed upon may not be identical to the scope of work set forth in the "Scope of Work" section in the invitation.

C) Cancellation of Award

- 1) The City reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability against the City.

VI) EXTRAS

- A) Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the same has been ordered, in writing, by the City of Rochester.

VII) DEFAULT AND TERMINATION OF CONTRACT

- A) Cause - Any of the following reasons, but not limited to, may be cause for termination of the contract or agreement entered into between the City and Consultant.
 - 1) Fails to begin work under Contract within the time specified in the notice to proceed.
 - 2) Fails to perform the work in such a manner as to assume prompt completion of said work.
 - 3) Performs the work unsuitably or neglects or refuses to redo the work.
 - 4) Discontinues the execution of work.
 - 5) Fails to resume work, which has been discontinued, within a reasonable time after notice to do so.
 - 6) Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency.
 - 7) Makes an assignment for the benefit of creditors.
 - 8) For any other causes whatsoever, fails to carry on the work in an acceptable manner the City of Rochester will give notice, in writing to the Consultant for such delay, neglect and default.

- a) If the Consultant does not proceed in accordance with the notice, then the City of Rochester will have the full power and authority without violating the Contract to take the prosecution of the work out of the hands of the Consultant. The City of Rochester may enter into an agreement for the completion of said Contract according to the terms and conditions thereof, or use such other methods as in the City's opinion will be required for the completion of said Contract in an acceptable manner.
- b) All extra costs and charges incurred by the City of Rochester as a result of such delay, neglect or default, together with the cost of completing the work under the Contract will be deducted from any monies due or which may become due to said Consultant. If such expenses exceed the sum which would have been payable under the Contract, then the Consultant shall be liable and shall pay to the City of Rochester the amount of such excess.

VIII) OBTAINING RESULTS

- 1) results for the Statement of Qualifications will be posted 48 hours after opening on the City website at www.rochesternh.net or will be available by request via email at purchasing@rochsternh.net.

**CITY OF ROCHESTER, NEW HAMPSHIRE
STATEMENT OF QUALIFICATIONS FORM**

Crossroads Sewer and Water Project

RFQ # 14-29

(To be filled out completely and attached to qualifications packet)

Legal Business Name: _____

Address: _____

Phone: _____

Email: _____

Print Name and Title: _____

Authorized Signature: _____

Date: _____

Are you proposing to use other companies or firms in this project as a partnership? If yes, please list them below with contact names.

CITY OF ROCHESTER, NEW HAMPSHIRE**PRICE PROPOSAL FORM (2Pages)****Crossroads Sewer and Water Project****RFQ 14-29***(To be filled out completely and sealed separately from qualifications)*

Legal Business Name: _____

Address: _____

Phone: _____

Email: _____

PRICE PROPOSAL BASE AMOUNT (based on Scope of Work)

** Fees shall be a cost reimbursement with an agreed upon maximum; the use of the cost-plus-a-percentage-of-cost and percentage forms of compensation are not eligible for EDA participation.

Design/Bidding Phase:

Price Proposal for basic (Design/Bidding Phase) A/E services is: _____

Design/Bidding Phase completion date: _____

Print name and title: _____

Authorized Signature: _____

Date: _____

Please describe in detail what is included for this price proposal listed above (may be typed or written on this form or an attached sheet of paper and initialed)

Construction/Project Inspection Phase:

Price Proposal for inspection (Construction Phase) A/E services is: _____

Construction/Project Inspection Phase completion date: _____

Print name and title: _____

Authorized Signature: _____

Date: _____

PRICE PROPOSAL ALTERNATE:

Please provide details of recommended alternates, if any, to the price proposal along with time and cost additions or deductions. This is to be included with proposal submittal if changes are recommended.

List description below:

PRICE PROPOSAL ALTERNATE AMOUNT:

Addition to price proposal: _____

Deduction to price proposal: _____

Project completion date: _____

Authorized Signature: _____

Date: _____