



TOWN OF HENNIKER

REQUEST FOR PROPOSAL

For

Western Avenue Reconstruction

Patterson Hill Extension to Cote Hill

RFP No. 2016-02WA

I. INTRODUCTION

The Town of Henniker (Town) has issued this Request for Proposal (RFP) to solicit competitive bids and proposals from Proposers for the reconstruction of Western Avenue from Patterson Hill Extension to Cote Hill, in the Town of Henniker, New Hampshire.

Contractors must provide proof of insurance. Bids must be received at the Henniker Town Hall by noon on January 10, 2017. Proposals shall be clearly marked "Western Avenue Reconstruction Proposal." Please contact Christine Trovato at 603-428-3221 to obtain proposal packet. The Town of Henniker reserves the right to accept or reject any and all bids.

Each Proposer is responsible for inspecting the site and for reading and being thoroughly familiar with the project requirements and proposed contract documents. The failure or omission of any Proposer to do any of the foregoing shall in no way relieve any Proposer from any obligation in respect to their proposal.

The enclosed proposed contract documents contain the provisions required for the work of the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

Description of Work

This project involves reconstruction of Western Avenue from Patterson Hill Ext to Cote Hill in the Town of Henniker, New Hampshire. The work is to include; Traffic Control, Clearing, Grubbing, and Stripping; Earthwork; Slope Protection and Erosion Control; Storm Drainage; Pavement Reclamation; Guardrail; Lawns and Grasses and material testing.

The Town will provide contract administration of all work associated with the project. The Town of Henniker has received the permits from NHDES, Shoreland and Army Corp of Engineers to Dredge and fill 600 sq. ft. of forested wetland (including 60 sq. ft. of Tier 1 intermittent stream) to perform replacement of 19 culverts and repair work to one culvert during reconstruction of Western Avenue and associated headwall repairs (temporary impacts). Any additional permitting, if required, will be the responsibility of the Contractor. The Town will provide job specific information and/or functions as outlined in this document.

Insurance Requirements:

For the purposes of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below: COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation	500,000/500,000/500,000
Employer's Liability	1,000,000 each occurrence 2,000,000 aggregate
Bodily Injury Liability Except Automobile	500,000 each occurrence 1,000,000 aggregate
Property Damage Liability Except Automobile	500,000 each occurrence 500,000 aggregate
Automobile Bodily Injury Liability	500,000 each occurrence 1,000,000 aggregate
Automobile Property Damage Liability	500,000 each occurrence
Excess Umbrella Liability	2,000,000 each occurrence

II. SCHEDULE OF EVENTS

Below is the current schedule of the events that will take place in the selection process. The Town reserves the right to make changes or alterations to the schedule as the Town determines is in the best interests of the public. Proposers will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the Town, the dates indicated below for submission of items or for other actions on the part of a Proposer shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Proposer to be disqualified.

Date	Event
December 16, 2016	Announcement of RFP
December 22, 2016	Mandatory Pre-proposal meeting at 9:00 a.m. local time in the Town of Henniker Department of Town Hall Conference Room.
January 10, 2017	Proposals due in Town Office by 12 p.m. (noon) local time
January 17, 2017	Award contract Selectmen's Meeting 6:15 p.m.

III. THRESHOLD REQUIREMENTS

A. Qualifications

Proposers are required to identify the staff project manager, and key individuals that will be assigned to work on this project along with appropriate credentials.

B. Pre-Proposal Meeting

Attendance at the pre-proposal meeting is mandatory and any Proposer who fails to attend will be deemed non-responsive and automatically disqualified from further consideration. The purpose of this meeting is to provide a forum for all concerned parties to discuss the proposed project, answer questions, method of compensation, instructions for submitting proposals, and other relevant issues. In the event that any discussions or questions at the pre-proposal meeting require, in the Town's opinion, official additions, deletions, or clarifications of the Request for Proposal, the Design and Construction Criteria, or any other document, the Town will issue a written summary of questions and answers or an addendum to this Request for Proposals as the Town determines is appropriate. No oral representations or discussions, which take place at the pre-proposal meeting, will be binding on the Town. The Proposers will be instructed to direct all questions after the meeting to the Town Administrator.

During and after the meeting, it is the responsibility of the Town to ensure that each Proposer has access to the same information. If a Proposer receives information from the Town relating to the project prior to the information cutoff date, the Town will ensure that all Proposers receive the same information in a timely fashion. The project file will clearly document all communications with any Firm regarding the design and construction criteria by the Contracting Unit or the Project Manager.

C. Non-Responsive Proposals

Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A proposal may be found to be non-responsive by reasons including, but not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, failure to meet deadlines

and improper and/or undated signatures.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

D. Modification or Withdrawal of Proposal

Proposers may modify or withdraw previously submitted proposals at any time prior to the proposal due date. Requests for modification or withdrawal of a submitted proposal shall be in writing and shall be signed in the same manner as the proposal. Upon receipt and acceptance of such a request, the entire proposal will be returned to the Proposer and not considered unless resubmitted by the due date and time. Proposers may also send a change in sealed envelope to be opened at the same time as the proposal provided the change is submitted prior to the proposal due date.

E. Town's Responsibilities

This Request for Proposal does not commit the Town to make studies or designs for the preparation of any proposal, nor to procure or contract for any articles or services. Proposers shall examine the Contract Documents and the site of the proposed work carefully before submitting a proposal for the work contemplated and shall investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents. Written notification of differing site conditions discovered during the design or construction phase of the project will be reported within 24 hours to the Town Administrator.

IV. PROPOSAL REQUIREMENTS AND PROVISIONS FOR WORK

A. Environmental Permits:

1. Storm Water and Surface Water

Work shall be completed in accordance with Wetlands New Hampshire Department of Environmental Services best management practices.

2. Permits

A Wetlands Permit for the project has been obtained from NHDES, Shoreland, and Army Corp of Engineers. A copy of the permit is attached to this RFP. The Contractor is required to follow the conditions of the permits or will be responsible to obtain permit modifications if other design concepts or construction methods are chosen. The Contractor will be required to pay all permit modification fees. Any fines levied by permitting agencies shall be the responsibility of the Contractor.

Time for any permit modifications must be shown in the Proposer's proposed schedule. If the Contractor requests an extension of Contract Time due to delays in obtaining permit modifications, the Town reserves the authority to make a determination to grant a non-compensable time extension for any impacts beyond the reasonable control of the Contractor in securing such permit modifications. Furthermore, as to any such impact, no modification provision will be considered by the Town unless the Contractor clearly establishes that it has continuously from the beginning of the project aggressively, efficiently and effectively pursued the securing of the permit modifications including the utilization of any and all reasonably available means and methods to overcome all impacts. There shall be no right of any kind on behalf of the Contractor to challenge or otherwise seek review or appeal in any forum of any determination made by the Town.

B. Verification of Existing Conditions

The Contractor shall be responsible for verification of existing conditions, including research of Town records and other information.

By execution of the contract, the Contractor specifically acknowledges and agrees that the Contractor is contracting and being compensated for performing adequate investigations of existing site conditions sufficient to support the design developed by the Town Engineer and that any information is being provided merely to assist the Contractor in completing adequate site investigations. Notwithstanding any other provision in the contract documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.

C. Submittals

Submittals must meet the minimum contents of a particular phase submittal prior to submission for review. Submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the component under review.

V. PROPOSAL REQUIREMENTS

A. General

Each Contractor being considered for this project is required to submit a Proposal. The proposal shall include sufficient information to enable the Town to evaluate the capability of the Contractor to provide the desired services. The data shall be significant to the project and shall be innovative when appropriate, and practical. Discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

B. Submittal Requirements

The Proposal shall be bound with tabs separating the sections with the information, paper size and page limitation requirements as listed below:

A copy of the "Proposal" must also be submitted in electronic format on a CD. The format shall be Adobe pdf.

Submit one hard copy and one electronic copy of the Proposal to:

Town of Henniker
18 Depot Hill Rd
Henniker, NH 03242
Attention: Christine Trovato

Section 1: Bid Price

Bid price shall include one lump sum price for the project and the number of calendar days within which the Proposer will complete the project.

Section 2: Written Proposal

Paper size: 8½" x 11". Additional larger charts and graphs may be provided if folded neatly to 8½" x 11". The minimum information to be included:

- Approach and Understanding of the Project
- Staffing Plan
- Responsible Office
- Other Appropriate Data

Section 3: Proposed Schedule

- Paper size: 8½" x 11" or larger if folded neatly to 8½" x 11"

The Contractor shall submit a project schedule, to support the contract duration submitted as part of the Proposal. Western Avenue closures need to be coordinated with the Contractor E.D. Swett and Engineering Firm Hoyle, Tanner and Associates so as to not delay work on the Western Avenue Bridge Project. Known delays caused in schedule because coordination with E.D. Swett and Hoyle, Tanner and Associates did not occur will not be grounds for an extension of schedule.

The Contractor's schedule should allow for a five working day review time for the Town's review of all design submittals. The review period commences upon the Town's receipt of the valid submittal or re-submittal and terminates upon the transmittal of the submittal back to the Contractor. The Town's review is not meant to be a complete and detailed review.

If the Contractor fails to complete the work within the time stipulated in the written proposal and bid package, liquidated damages of \$1,000 per day will apply.

Section 4: Innovative Aspects

- Paper size: 8½" x 11"

All innovative aspects shall be identified separately as such in the Proposal. The Contractor is encouraged to include any and all innovative aspects that would provide a better or the same product to save construction time and costs.

An innovative aspect does not include revisions to specifications, state law, regulations, permits, standards or established Town policies. Innovation should be limited to the Contractor's means and methods, roadway alignments, structure types, approach to project, maintenance of traffic, use of new products, new uses for established products, etc.

Section 5: Quality Management Plan

- Paper size: 8½" x 11"
- Maximum allowed pages: 5

1. Design

The Contractor shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications, geotechnical and other services furnished by the Contractor under this contract and submitted to the Town Administrator prior to construction.

The Contractor shall, without additional compensation, correct all errors or deficiencies in the designs, drawings, specifications and/or other services. No fabrication, casting, or construction will occur until all related design review and shop drawing review comments are resolved.

2. Construction

The Contractor shall be responsible for developing and maintaining a Construction Quality Control Plan. Documentation that all materials and placement meets NHDOT standards shall be submitted to the Town Administrator:

The Town and its Engineer shall maintain the right to inspect construction activities and request any documentation from the Contractor to ensure quality products and services are being provided in accordance with the Contractor's Quality Assurance Program.

i. Schedule of Values

The Contractor will be responsible for invoicing the Town based on current invoicing policy and procedure. Invoicing will be based on the completion or percentage of completion of major, well-defined tasks as defined in the schedule of values. The schedule of values shall be submitted in a time oriented cash flow for the Town's benefit. Final payment will be made upon final acceptance by the Town of the project. The Contractor must submit the schedule of values to the Town for approval. No invoices shall be submitted prior to Town approval of the schedule of values.

Upon receipt of the invoice, the Town Administrator will make judgment on whether or not work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

ii. Construction Engineering and Inspection

The Town will provide oversight.

The Contractor shall guarantee the performance of all structural components in accordance with New Hampshire Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

iii. Adjoining Construction Projects

The Contractor shall be responsible for coordinating construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments, the Town, or other regional and state agencies.

iv. Design Issue Escalation

The Town has established an issue escalation process for design questions and conflict resolution that the Contractor shall follow. All issues are to be directed to the Engineer. If the issue cannot be resolved at this level, the Engineer shall forward the issue to the Town Administrator. Each level shall have a maximum of three working days to answer, resolve or address the issue. This 3-day window is a response time and does not infer resolution. Questions may be expressed verbally and followed up in writing. The Contractor shall provide any available supporting documentation.

The Contractor shall provide a similar issue escalation process for his organization with personnel of similar levels of responsibility. The Town Administrator will have the final authority on design decisions.

v. Construction Clarification, Conflict Resolution, and Issue Escalation

In the event that construction problems occur, the resolution of those problems will be processed in one of the following two ways:

- If the resolution does not change the original intent of the proposal/RFP, then the Contractor's Engineer of Record (EOR) will be responsible for developing the design solution to the construction problem and the Town's Engineer will be responsible for review and response within 10 working days. The Town's Engineer will either concur with the proposed solution or the issue will be escalated as described in the process below.

- If the resolution does alter the original intent of the proposal/RFP then the Contractor's EOR will develop the proposed solution and send it to the Town Administrator for review and response. The Town Administrator will respond to the proposed solution within 10 working days. The Town Administrator will either concur with the proposed solution or, if the Town Administrator has concerns, the issue will be escalated as described in the process below.

The Town has established an issue escalation process for construction questions and conflict resolution that the Contractor shall follow. All issues are to be directed to the Town Administrator. If the issue cannot be resolved at this level, the Town Administrator shall forward the issue to the Select Board. Each level shall have a maximum of 3 working days to answer, resolve or address the issue. This 3-day window is a response time and does not infer resolution. Questions may be expressed verbally and followed up in writing. The Contractor shall provide any available supporting documentation.

The Contractor shall provide a similar chain of command for his organization with personnel of similar levels of responsibility. The Town Manager will have the final authority on construction decisions.

C. Contract Duration

The Contractor shall establish the contract duration for the subject project. The schedule supporting the proposed contract duration will be submitted with the Proposal. The official Proposed Contract Time will be the one submitted with the Proposal.

D. Meetings and Progress Reporting

The Contractor shall anticipate periodic meetings with Town personnel and other agencies as required for resolution of design and/or construction issues. These meetings may include:

- Town technical issue resolution
- Permit agency coordination
- Local government agency coordination
- Scoping Meetings

During construction, the Contractor shall meet with the Town Administrator on a weekly basis and provide a two-week look ahead for activities to be performed during the coming weeks.

VI. DESIGN AND CONSTRUCTION CRITERIA

A. General

The Contractor shall be responsible for detailed plan checking as outlined in the New Hampshire Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition as described in this RFP, and the Design and Construction criteria package. Roadway submittals may not be broken down and should be complete submittals. The component design must be in general conformity with the Design and Construction Criteria requirements, approved preliminary layout and concept as provided in the Proposal.

All work shall be within the existing right-of-way.

The Contractor shall be responsible for any damage to the existing roadway or adjacent roadway surfaces and structures caused by construction activities and/or MOT activities on this project. The Contractor is required to take before construction photos and videos of the area within 100 feet of the construction limits.

B. Utility Coordination

It is the intention that the work be phased such that the existing utilities remain in service. The Contractor shall coordinate with the utility owners prior to and during construction.

The following utilities have been identified:

1. Eversource
2. TDS
3. Comcast

C. Specifications

As part of their Proposal, the Contractor shall use the current New Hampshire Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition and Department Specifications may not be modified or revised.

Any subsequent modifications to the Construction Specifications Package shall be prepared, signed and sealed by a NH Licensed P.E. as a Supplemental Specifications Package, subject to the same process for submittal, review and release for construction, as described above, for the original Construction Specifications Package. Construction work affected by Supplemental Specifications Packages shall not begin until a stamped "Released for Construction" Supplemental Specifications Package is obtained.

D. Sequence of Construction

The Contractor shall construct the work in a logical manner and with the following objectives as guides:

1. Maintain or improve, to the maximum extent possible, the quality of existing traffic operations, both in terms of flow rate and safety, throughout the duration of the project.
2. Minimize the number of different Traffic Control Plan (TCP) phases, i.e., number of different diversions and detours for a given traffic movement.
3. Maintain reasonable direct access to adjacent properties at all times, with the exception in areas of limited access right-of-way where direct access is not permitted.
4. Coordinate with adjacent construction projects and maintaining agencies.
5. Coordinate with utilities so that facilities can be relocated as soon as practically possible.

E. Temporary Traffic Control Plan

1. Traffic Control Analysis

The Contractor shall design a safe and effective Temporary Traffic Control Plan to move vehicular traffic during all phases of construction. The areas shall include, but are not limited to, construction phasing, utility relocation, drainage structures, signalization, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

The temporary traffic control plan shall address how to assist with maintenance of traffic throughout the duration of the contract.

2. Temporary Traffic Control Plans

The Contractor shall prepare plan sheets, notes, and details to include the following: typical section sheet(s), general notes and construction sequence sheet(s), typical detail sheet(s), traffic control plan sheet(s). The Traffic Control plan shall be approved and submitted to the town and the School District SAU 24 shall be notified of traffic plan.

F. Environmental Services/Permits/Mitigation

The Contractor will be responsible for preparing designs and proposing construction methods that are in accordance with the permits. The Contractor will be responsible for any modifications to the permits including any required permit fees. All permits required for a particular construction activity will be acquired prior to commencing the particular construction activity. Delays due to incomplete permit packages, agency rejection, agency denials, agency processing time, or any permit violations, except as provided in Section IV.I.2, will be the responsibility of the Contractor, and will not be considered sufficient reason for time extension.

VII. EVALUATION CRITERIA

The Review Committee shall evaluate the written Proposal by each Design/Build team. A technical score for each firm will be based on the following criteria:

Item	Value
1. Understanding of Project	30
2. Maintenance of Traffic	10
3. Schedule	10
4. Innovation	10
5. Experience with Similar Projects	10
6. Utility Coordination	5
7. Project Coordination	5
8. Environmental Commitment	10
9. Local Contractor or use of local subcontractors	10

Maximum Score 100

The following is a description of each of the above referenced items:

1. Understanding of Project (30 points)

Credit will be given for demonstrating a thorough understanding of the project. This includes an understanding of the project issues and how to address them, potential difficulties and how to solve them and innovation in design or construction,

2. Maintenance of Traffic (10 points)

Credit will be given for demonstrating a thorough understanding of the construction phasing, and maintenance of traffic required for this project.

3. Schedule (10 points)

Credit will be given for a comprehensive and logical schedule that minimizes contract duration. Proper attention should be provided to the project's critical path elements.

4. Innovation (10 points)

Credit will be given for innovation in design or construction. This could include, but not be limited to, ideas that result in savings to the Town, improved maintenance of traffic, improved durability, improved aesthetics or improved geometry.

5. Experience with Similar Projects (10 points)

Credit will be given for the Contractor's overall experience with projects of a similar type and size.

6. Utility Coordination (5 points)

Credit will be given for demonstrating an understanding of the coordination and phasing of the utility relocations required by the project and commitment to maintain utility service to the islands for the duration of construction.

7. Project Coordination (5 points)

Credit will be given for demonstrating an understanding of the various coordination efforts that will be required throughout the length of this contract and development of a plan to accomplish it.

8. Environmental Commitment (10 points)

Credit will be given for demonstrating an understanding of the environmental issues at the bridge sites and for minimizing impacts to the environment during all phases of design and construction.

9. Local Contractor or use of local subcontractors (10 points)

Credit will be given to a Local (Henniker) Contractor or the use of local (Henniker) subcontractors.

A. Final Selection Formula

The Town Administrator shall publicly open the sealed bid proposals and calculate an adjusted score using the following formula:

$$(BPP \times MCT)/TS = \text{Adjusted Score}$$

BPP = Bid Price Proposal

MCT = Maximum Allowable Contract Time

TS = Technical Score

The firm selected will be that firm whose adjusted score is lowest. The Town reserves the right to consider any proposal as non-responsive if any part of the Proposal does not meet established codes and criteria.

B. Final Selection Process

The Project shall be awarded to the responsive bidder with the lowest adjusted score.