



**Request for Proposals
Construction Inspection Services
for Roadway Construction Projects
RFP 2023-011
Town of Salem NH**

SALEM PURCHASING
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Prepared for and in coordination with the
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**REQUEST FOR PROPOSALS
RFP 2023-011
CONSTRUCTION INSPECTION SERVICES**

The Town of Salem, NH (the Town) is seeking construction engineering services proposals from qualified consulting engineers (the CONSULTANT) for construction oversite, inspectional services, testing and contract administration of the 2023 Roadway Stabilization Project and other capital improvement projects. Work is expected to commence in the Spring of 2023.

The Contract duration shall be twelve (12) months from the date of contract execution. The Town may elect to extend the contract with the CONSULTANT to involve subsequent projects on an annual basis for up to two (2) additional years.

The CONSULTANT must be a qualified consulting engineer with the ability to provide sufficient documentation and references as to their abilities. The selection process will be qualification and price based. **Proposal and all correspondence relating to this RFP must be submitted in a sealed envelope, plainly marked:**

**Town of Salem NH
RFP 2023-011
Gia Faccadio
Purchasing Agent
33 Geremonty Drive
Salem NH 03079**

Qualifications based Letters of Interest must be received by **March 2, 2023, at 11:00 AM EST**

Qualified Firms requiring additional information or clarification relative to the contents of the bid may direct inquiries to Gia Faccadio, Purchasing Agent, gfaccadio@salemnh.gov, (603) 890-2090.

Letter of Interest and Cost Proposal must be received at the office of the Purchasing Agent, at the address indicated in this RFP, no later than **11:00 AM on Thursday March 2, 2023**. Late proposals will not be considered.

The Town reserves the right to reject any or all proposals and/or to reduce the scope of work to an amount proportionate to availability funding and/or to otherwise make adjustments as deemed in the best interest of the Town. The Town also reserves the right to conduct reasonable negotiations with low bidders and sole bidders. Failure to submit all information may disqualify a Bid.

Section 1: Background

As part of an ongoing capital improvements program, the Town of Salem, NH is pursuing construction engineering services from an engineering consulting firm to support contract administration, inspection, testing, and oversight of the 2023 Roadway Stabilization Project in the Town of Salem, NH.

Contract duration shall be twelve (12) months. The Town may, at its sole option and discretion, elect to extend the contract with the CONSULTANT to involve subsequent projects on an annual basis for up to two (2) additional years. The Contract is not intended to be exclusive. The Town reserves the right to contract Construction Engineering Services with other firms at any time, should it determine it to be its best interest.

Section 2: Scope of Services

Below is a general description of the services to be provided by the successful CONSULTANT. This outline is not meant to be all-inclusive. Firms are invited to include in their Letter of Interest (LOI) and proposal any tasks and services deemed necessary to complete the Work successfully. The CONSULTANT should include any latitudes, prohibitions or limitations placed on the services presented in the LOI. It should be stated if some services or personnel cannot be provided for as specifically required in the RFP. The objective is to clarify all service options and personnel.

Annually, Salem's Road Program encompasses multiple roads and multiple construction treatments. The focus of this RFP is centered on the 2023 Roadway Stabilization Project. The 2023 Roadway Stabilization Project spans over eight streets and totals approximately 16,000 linear feet of roadway milling, paving, and ancillary improvements. The CONSULTANT will also be called upon to provide construction inspection services with the Town's annual Road Program and other Capital Improvement projects, on an as needed basis. Consultants shall be experienced in construction inspection efforts for public roadway and utility capital improvements projects.

General Scope of services for the project is as follows:

Construction Administration Services

- Attend Pre-Construction meeting with the Contractor and Town of Salem representatives.
- Prepare and distribute meeting notes.
- Review shop drawings and other Contractor submittals, provide review comments.
- Review and respond to Contractor's request for information. Prepare Engineers' Supplemental Information for town review and distribute.
- Review and process monthly contractor payment requisitions
- Maintain communications with the Contractor and Town concerning progress of the Work and conformance with the contract specifications.
- Assist with preparation of Change Orders for changes to Work or additional work as requested

- Attend progress meetings, as needed, with the Contractor and the Town. Prepare meeting notes and distribute. Formal meetings are expected to be minimal for the Roadway Stabilization project.
- Attend substantial completion walk through with the Contractor and Town representatives.
- Assist with contract closeout documentation and submissions.

Construction Observation

The CONSULTANT will provide an on-site project representative to observe the Work using a single primary qualified individual approved by The Town of Salem.

It is understood that the Roadway Stabilization Project is largely a ‘mill & overlay’ project; however the project does include other aspects of construction such as minor drainage and utility work, casting replacements, intersection work, sidewalk work, pedestrian facility improvements and other such incidental road reconstruction efforts. On-site tasks may include:

- Observe construction and prepare a daily report of activities and construction chronology. Roadway construction observation tasks shall include:
 - Principal tasks relate to milling and paving operations.
 - Trench and road patch observation including base gravel prep.
 - Drainage installation – conformance to details and specs, ensuring proper backfill and compaction, etc.
 - Utility installation – focus of this work is principally related to incidental work such as hydrant installation or individual water/sewer service installations. Verify conformance to specifications and ensure proper installation.
 - Excavation, embankment, gravel placement, reclamation – Small sections of road may be beyond typical mill/overlay methods and will require more work.
- Prepare daily estimates of Contract unit items as the work progresses.
- Prepare monthly summary of unit items installed.
- Provide opinions relating to contractor’s performance of the work and conformance to plans and specifications (CQA).
- Provide communications with the Town, Contractor Superintendent and Contract Administrator throughout construction.
- Coordinate with the Contractor as they complete layout and control of the site.
- Record locations and depths of constructed utilities for project record.
- Provide representation and testing at the asphalt plant as may be necessary during various paving operations. Generally, the Town will utilize sample information provided by the asphalt plant however; additional testing may be needed if product appears defective. Consultant may be requested to provide asphalt content and gradation testing of samples at the plant or in the field.
- Provide as needed gravel compaction testing.

Although there are critical operations that will require the presence of the on-site project representative, it is not expected that they be present at all times. Engineering judgement will be expected to determine when observation is appropriate according to Contractor’s scheduling. The CONSULTANT is expected to coordinate with the Contractor and Town Staff on upcoming work efforts.

Record Drawings

Record information and a post construction survey will be provided by the Contractor for minor utility work and other incidental construction activities.

- The CONSULTANT shall review record information for conformance with the Contract and specifications.
- The CONSULTANT will review Contractor's post construction survey and provide written review comments. The survey shall include all as-built construction information and any new or unforeseen information discovered during the course of construction (i.e., bedrock, unstable soils, additional excavation, underground utilities encountered, etc.). As-builds shall document changes in condition on drawings.
- The CONSULTANT shall be responsible for reconciliation between the Town and the Contractor.
- The CONSULTANT **may** be required to prepare a construction manual which will include copies of; pertinent correspondence, field reports, meeting notes, payment applications, change orders, materials testing reports, easement documentation, shop drawings, project closeout documentation

The CONSULTANT shall also provide the Owner with hard copy and electronic format copies of all Work completed for the Town of Salem. Ownership of any points, point files, surfaces and other such data or intellectual information shall be to the Town of Salem.

Section 3: Letter of Interest

Prospective consultants shall submit a qualifications based Letter of Interest (LOI). The LOI shall be signed by a representative of the CONSULTANT that is authorized to enter into contracts. The LOI shall be formatted in accordance with Section 5 below. Content of the LOI shall generally be as follows:

- The LOI shall be comprehensive, but not more than 6 pages (single-sided 8.5" x 11" format).
- General promotional materials are not needed or wanted.
- Clearly and effectively define the firm's background and history in this type of work.
- Identify commitment and resources to provide the services requested.
- Identify Project Manager, dedicated Resident Project Representative ("RPR") for on-site field representation, and qualifications and experience of both. **Note that the Town requires a single primary RPR field representative.** It is understood that the identified RPR may have scheduling conflicts at times but, frequent conflicts will not be acceptable, as the Town desires consistency in inspectional services.
- Demonstrate examples of similar work and scope with a brief description of each.
- Provide other pertinent information that may better identify the prospective consultant as a qualified firm.

The LOI is not intended to be exhaustive. Instead, the LOI is intended to provide a brief snapshot of perspective consultants, which will successfully define them as qualified. Up to three (3) firms may be invited to attend an informal interview to complete the selection process.

Section 4: Submission of Letter of Interest

Letters of Interest for this Request for Proposals (RFP) shall consist of two separate documents, as follows:

1. The ***Letter of Interest*** shall be submitted in the format outlined below. One (1) original and three (3) copies shall be provided in a sealed package labeled 'Construction Engineering Services Letter of Interest'. The LOI shall be stapled or bound, no loose papers shall be included. *Cost information must not be included in any part of the LOI.*
2. The ***Cost Proposal*** shall be submitted in the format outlined below. One (1) original and one (1) copy shall be provided in a separate sealed envelope labeled 'Cost Proposal – Construction Engineering Services'.

Submission Deadline – Letter of Interest and Cost Proposal must be received at the office of the Purchasing Agent, at the address indicated in this RFP, no later than ***11:00 AM on Thursday March 2, 2023***. Late proposals will not be considered.

Section 5: Format & Content of Letter of Interest

To enable the Town to perform a fair comparative analysis and evaluation of proposals, CONSULTANTS shall structure and compose their LOI in the format outlined below. *The LOI shall be comprehensive, but focused and concise.* An electronic copy (in PDF format; on CD or USB drive) shall be submitted with the requested hardcopies.

Letter of Interest

1. **Cover Letter:** Each Consultant LOI must include a Cover Letter, identifying the CONSULTANT, their place of business, name and telephone number of the person to contact about the proposal, and the project under consideration. The Cover Letter shall be signed by a representative of the CONSULTANT that is authorized to enter into contracts.
2. **CONSULTANT Knowledge and Experience:** Include a statement of qualifications that includes a summary of experience that pertains to the work described in the Scope of Services (Section 2). The firm shall provide brief summaries of the location and scope of similar recent projects that show experience in any of the tasks. Include not less than 3 project descriptions and not more than 5.
3. **Overall Project Team:** Identify key members of the CONSULTANT'S project team, including sub consultants, and provide a brief background description of each with their

planned contributions to the project. Of particular interest are the Project Manager and primary on-site Resident Project Representative (“RPR”).

4. **Project Management:** Provide a written description of how the CONSULTANT will manage this contract in the context of other work at their firm. Explain how Salem will be prioritized such that necessary coverage and project management will not be hindered.
5. **Conflict of Interest:** The CONSULTANT shall describe any and all current or potential conflicts of interest related to performance on this project. The conflict-of-interest statement shall consider potential conflicts with other consultants and contractors with whom Salem does business. Perspective consultants shall identify methods they will employ to address any conflict of interest if one presents itself.
6. **Consultant Limitations:** The CONSULTANT should include any latitudes, prohibitions or limitations placed on the services presented in the LOI. If some services or personnel cannot be provided for as specifically provided for in the RFP it should be stated. The objective is to clarify all service options and personnel.
7. **References:** Provide not less than three (3) and not more than five (5) references for which you have performed work of a similar nature. Include names of contact persons, with address and telephone numbers, so that the Town may contact them. At least one reference should be from a key decision maker from a municipality for whom the firm has worked. DO NOT include Town of Salem personnel as a reference.
8. **Professional Resumes:** Professional Resumes shall be appended to the LOI and are not considered in the total page count. Provide professional resumes of key project team members and sub consultants. Indicate at a minimum the licenses, degree, certifications, and/or any other relevant information related to professional status. Indicate the length of time each individual been with the firm. List relevant project experience completed by the staff persons on 2–4 similar projects. Limit resumes to 1 page each.

Consultant Cost Proposal

The Consultant Cost Proposal shall not be included with the Consultant Proposal, but rather, **shall be submitted in a separate sealed envelope labeled ‘Cost Proposal – Construction Engineering Services’**. CONSULTANTS shall structure and compose their proposals in the format outlined below. An electronic copy (in PDF format; on CD or USB drive) shall be submitted with the requested hardcopies.

1. **Labor and Expenses Allocation:** Provide, in spreadsheet form, a breakdown of personnel and sub-consultants that will be involved in the project. For the purposes of this Contract the assumed labor and cost allocation shall be as follows.
 - a. Principle – 10 hours
 - b. Project Engineer/Manager – 40 hours
 - c. On-site Resident Project Representative – 400 hours

- d. Clerical – 30 hours
- e. Testing – Allowance on an as-needed/directed basis. Assume five (5) compaction tests & (5) Asphalt plant tests.
- f. Incidentals/reimbursable items – Allowance. Mileage, copies, etc. (Assume 50 site visits)

The intent of the Cost Proposal is to derive a Total Fee based on the same matrix for each consultant. If there are other costs or exclusions, then it should be noted but not included in the Cost Proposal total.

Rates used in the Labor and Expenses Allocation identified above will be firm and not subject to change without a mutually agreed change in the scope of work. Labor rates will be fixed for the duration of the contract including contract extensions. All prices should include all labor, material costs, mark ups, and any discounts if offered.

Section 6: Proposal Evaluations

This section shall serve as the criteria from which the RFP responses will be evaluated. In preparing a proposal the Town recommends that the CONSULTANT address the criteria clearly in their LOI and demonstrate the ability to meet each criterion. Statements should be verifiable to the greatest extent.

1. Strength and duration of successful performance in the business of providing services as described herein (and for a minimum continuous period of not less than five years).
2. Previous work experience. The CONSULTANT has participated in not less than three (3) similar construction engineering services projects for New Hampshire municipalities (or other public agencies). The CONSULTANT has provided information that clearly indicates their experience with projects similar to the project herein, and successfully relates that experience to this project.
3. The CONSULTANT has addressed how the project will be managed within the context of ongoing and pending work of both the CONSULTANT and any sub consultants.
4. Strength of proposed project team. The project team has demonstrated sufficient experience and has worked successfully together on other similar projects. The project leaders have a high level of technical expertise in the nature of the work outlined in this RFP.
5. The CONSULTANT has no conflict of interest or appearance of conflict of interest with any other party, or such relationships are not sufficient to warrant concern. Explanation has been provided when/if a conflict of interest develops.
6. The CONSULTANT has received positive references from all clients contacted by the Town.

7. The degree of compliance with the requirements and requested format of this RFP.
8. CONSULTANT selection will not be based solely on the LOI. Evaluation of the RFP responses will also take into consideration the Cost Proposal and may informal interview.

Section 6: Informal Interview

Up to three (3) consulting firms **may** be invited to attend an informal Consultant Interview. If an informal interview is conducted the intent will be to provide supplemental information, assess the project team, and determine the firm's capability. Consultants will be allowed a maximum of **15 minutes** to provide additional input which will allow the Town to complete the selection process. While the interview would be informal in nature, perspective consultants should be able to provide a brief presentation on:

1. **Project Team:** Consultants should introduce primary members of the team, their backgrounds in this type of work and their rolls in the project.
2. **Familiarity with Salem and its infrastructure:** Consultants should be able to demonstrate they are familiar with Salem and its infrastructure.
3. **General Project Approach:** Consultants should be able to provide a general discussion on how they would be able to provide requested services to the Town.
4. **Additional Information:** Consultants are invited to provide any additional information or materials they feel is relevant to the project.

Section 7: Responsibilities of the CONSULTANT

1. The successful CONSULTANT will be considered to be the prime contractor for those services indicated in their proposal and will be required to assume total responsibility for the services offered in this proposal whether or not the firm is the firm delivering all of the services. The Town will consider the successful CONSULTANT to be the sole point of contact with regard to all contractual matters, including performance or service unless otherwise stated.
2. The CONSULTANT shall provide the staff and resources as outlined in the RFP and shall not assign to other staff or sub consultants without the written approval of the Town.
3. The CONSULTANT shall complete the scope of work and shall commit staff and resources to complete such scope professionally and expeditiously. The CONSULTANT by virtue of their prior professional experience shall understand and endeavor to determine the possible obstacles that could interfere with the completion of the scope. The CONSULTANT shall make such obstacles known to the Town and provide the Town with solutions to overcome such obstacles.
4. No costs or expenses incurred by the CONSULTANTS in responding to this RFP will be borne by the Town.

5. Non-Discrimination in Employment and Affirmative Action. The CONSULTANT shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, or physical/mental handicap. The CONSULTANT agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment.
6. Upon evaluation of the RFP responses received, the Town will seek to enter into a contract with the selected CONSULTANT. In the event that the CONSULTANT fails, neglects or refuses to execute the contract within fourteen (14) days after notification that they have been selected by the Town, the Town may at its option terminate and cancel its action and commence contractual discussions with another CONSULTANT.
7. Incorporated by reference into the contract will be all of the information presented in or with this RFP and the CONSULTANT'S response thereto.

Section 8: Negotiation & Informalities

1. The Town reserves the right to negotiate with the selected CONSULTANT regarding variation to the original RFP, Contract, and Cost, if deemed to be in the best interest of the Town to do so.
2. The Town reserves the right to waive any item, which in the opinion of the Town is an informality. The Town has the right to accept or reject any or all proposals in whole or in part if it is deemed to be in the Town's interest to do so.

Section 9: RFP Questions & Revisions

Any questions or inquiries regarding this RFP must be submitted in writing. In order to be considered, they must be received by the Purchasing Agent no later than seven (7) calendar days prior to the RFP submission deadline. Any revisions to the RFP will be provided in the form of an Addendum, posted on the Town's purchasing website.

Perspective consultants should verify if any Addendums to this RFQ have been posted prior to submitting their LOI.

Section 10: General Conditions

Irregular Proposals: Proposals will be considered irregular and may be rejected for any of the following reasons; however, the Town retains the right to waive informalities and irregularities at its sole discretion:

- If the proposal does not include all information listed in this RFP.
- If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- If the consultant adds any provisions reserving the right to accept or reject an award.

Delivery of Proposals & LOI's - Withdrawal, Opening, and Disqualification: All Letters of Interest shall be filed prior to the time and at the place specified in this RFP. LOI's received after the time specified may be returned to the consultant, unopened, at the Town's discretion. Faxed or emailed documents are not acceptable. The Town is not responsible for delayed mail that misses the deadline.

A consultant will be permitted to withdraw their proposal unopened after it has been deposited if such request is received in writing prior to the submittal time and date.

Either of the following reasons may be considered as being sufficient for the disqualification of a consultant and the rejection of his proposal:

- Evidence of collusion among proposers.
- Failure to supply complete information as requested by the proposal specifications.

The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in its sole judgment it is in the best interest of the Town of Salem.

Award: If a contract is to be awarded, the award will be made to the consultant that displays the best mix of qualifications, experience, cost, and availability as it pertains to the type of services in Section 2 above, as soon as practical after the review process.

Cancelation: The Town 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 to the Town.

Laws: The CONSULTANT shall comply with all State and Local laws, ordinances, regulations, and requirements applicable to work hereunder.

Consultant and Subconsultant Insurance: The CONSULTANT shall deliver at the time of execution of a contract; certificates of all insurance required hereunder and shall be reviewed prior to approval by the Town of Salem. The certificates of insurance shall state that the firm's issuing insurance will endeavor to mail to the Town of Salem ten (10) days-notice of cancellation, alteration or material change of any listed policies. The CONSULTANT shall keep in force the insurance required herein for the period of the Contract. At the request of the Town of Salem, the CONSULTANT shall promptly make available a copy of any and all listed insurance policies. The requested insurance must be written by a Company licensed to do business in New Hampshire at the time the policy is issued.

The Town of Salem, NH shall be listed as an additional insured on a primary and non-contributory basis in General Liability, Auto Liability and Umbrella Liability policies required for the contract. The CONSULTANT shall require each Subconsultant employed on the Contract to maintain the coverage listed below unless the CONSULTANT'S insurance covers activities of the Subconsultant on the Project.

No operations under this Contract shall commence until certificates of insurance attesting to the below listed requirements have been filed with and approved by the Town, required accounting information (W-9, etc.) and the Contract approved by the Town.

Indemnification: The Town and CONSULTANT shall at all times indemnify and save harmless each other and their officers, and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with work completed under the contract.

Insurance Coverage: The CONSULTANT shall demonstrate that its staff is protected by Workers Compensation and Employers' Liability insurance in compliance with statutory limits and that the Consultant has coverage under professional liability, public liability, and property damage insurance policies. Certificates for such policies will be provided to the Town upon request. Minimum coverages shall be as follows:

- Comprehensive General Liability (including Products Completed, Contractual Property, and Personal Injury coverage): \$1,000,000 per occurrence / \$2,000,000 aggregate
- Automobile Liability (Property Damage): \$1,000,000 per occurrence
- Professional Liability: \$1,000,000 per claim and in the aggregate

Accident Protections: It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to the Contract, that a CONSULTANT and any Subconsultant shall not require any laborer or mechanic employed in the performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety, as determined by construction safety and health standards of the Occupational Safety and Health Administration, United States Department of Labor, which standards include, by reference, the established Federal Safety and Health regulations for Construction. These standards and regulations comprise Part 1910 and Part 1926 respectively of Title 29 of the Code of Federal Regulations and are set forth in the Federal Register. In the event any revisions in the Code of Federal Regulations are published, such revisions will be deemed to supersede the appropriate Part 1910 and Part 1926 and be effective as of the date set forth in the revised regulation.

Subcontracts: The CONSULTANT shall be as fully responsible to the Town of Salem for the acts and omissions of Subcontractors and of persons employed by him, as he is responsible for the acts and omissions of persons directly employed by him.

Extras: Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the Town has ordered the same, in writing.

Default and Termination of Contract: If the CONSULTANT does not proceed in accordance with the Contract, then the Town of Salem will have full power and authority without violating the Contract to take the prosecution of the work out of the hands of the CONSULTANT. The Town of Salem 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 his opinion will be required for the completion of said Contract in an acceptable manner.

All extra costs and charges incurred by the Town of Salem 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 Town of Salem the amount of such excess.

Reasons for termination include, but are not limited to:

- CONSULTANT fails to begin work under Contract within the time specified in the notice to proceed
- Fails to perform the work with sufficient labor and equipment, or with sufficient materials to assume prompt completion of said work
- Performs the work unsuitably or neglects or refuses to remove materials or to perform a new such work as may be rejected as unacceptable and unsuitable
- Discontinues the prosecution of the work
- Fails to resume work, which has been discontinued, within a reasonable time after notice to do so
- Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency
- Makes an assignment for the benefit of creditors

The Town of Salem will give notice, in writing, to the CONSULTANT for such delays, neglect, and default. CONSULTANT shall respond within 14 days to such notice with corrective action, to the Town's satisfaction, or be subject to Contract termination.