



Engineering Services–Hedgehog Park Request for Proposals /Qualifications (258) Town of Salem

JUNE 2009

PURCHASING COORDINATOR
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REQUEST FOR PROPOSALS/QUALIFICATIONS FOR DESIGN OF ENTRANCE, SKATE PARK, WATER LINE AND
PARKING
June 2009

The Town of Salem, NH, is seeking engineering services proposals from qualified consulting engineers for design and preparation of construction documents for a Skate Park pad, Water Line, Parking area, and Entrance into Hedgehog Park on Lowell Road, in Salem, NH, including all engineering design, material lists, preparation of plans, specifications and bid documents, and assistance in the bid process. The Town of Salem, NH may elect to negotiate construction administration, inspectional services, and/or additional design phases with the selected design firm, or at its sole discretion, may elect to engage alternative consulting services. This project is part of the Recreation Department's Hedgehog Park Master Plan. The consulting engineer 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 budget based. The design project shall commence in July 2009 and be completed by mid Aug. Bid for Construction should go out in August. Proposal and all correspondence relating to this RFP/RFQ shall be submitted to:

STEPHEN ARTEMIS

Purchasing Coordinator
Town of Salem
33 Geremonty Drive
Salem NH 03079

Consultants requiring additional information or clarification relative to the contents of the RFP/RFQ may direct inquiries in writing to Chris Dillon, Director of Recreation at 603-890-2003 or cdillon@ci.salem.nh.us. All Answers to questions will be placed on a Q & A sheet. Copies of the RFP/RFQ may be picked up at the office of the Purchasing Coordinator at the above address during regular business hours: Monday to Friday 8:30 am to 5:00 pm. Copies will not be faxed.

One original and four copies of the proposals must be received at the above address no later than 3 pm, July 8, 2009, 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.

Section 1: Background - Purpose

As part of revitalization of an existing Town facility and in an effort to offer additional new Recreational activities to residents of the Salem Area, the Town has developed a Hedgehog Park Master Plan. This plan addresses various additions and renovations to Hedgehog Park. This multi-year plan is to commence in the spring of 2009 and scheduled for completion in 2013. The additions and renovations are broken into phases and include phase I – design and improved entrance & exit into Hedgehog Park, addition of a water line, 9,000sf skate park, extended beach area and more parking. Phase II of this plan includes a new playground area, sand volleyball court and horseshoe pit. Phase III – is the renovation of the current bathroom facilities and extending the pavilion to include picnic area. The final phase, phase IV, is the addition of a basketball court and two (2) tennis courts. The phases listed above are to be completed in order beginning with phase I in 2009, phase II in 2010, phase III in 2011 and phase IV in 2012. Additional information on this project can be found in the Recreation Department’s Hedgehog Park Master Plan.

Section 2: Scope of Services

Below is a brief description of the services to be provided by the successful firm, corporation, person, partnership, project team or business. This outline is not meant to be all-inclusive, and bidders are invited to include in their proposal any and all tasks and services deemed necessary to complete the work successfully.

NOTE: The Project Area consists generally of north western part of Hedgehog Park, Map 115 lot 8832. The *First Phase* of this project consists of design and construction documents with a material list for the expansion of the entrance into Hedgehog Park. It is also inclusive of the design of a 9,000 square foot skate board park, extended gravel parking area, renovation to the existing parking and laying out a water line pipe for the bathrooms. The tie in for the water line will not occur until Phase III of the Hedgehog Park Master Plan is being constructed.

- a. Perform a field reconnaissance of the Project Area.
- b. Evaluate the First Section to include: consideration of technical design, identification of environmental impacts, impacts relative to the EPA Stormwater and construction issues.
- c. Evaluate potentially significant design or permitting issues, drainage paths, possible areas where easement or acquisition is warranted.
- d. Complete a field survey to obtain sufficient data to complete the design.
- e. Conduct all necessary subsurface investigations to fully evaluate subsurface and foundation conditions, establish the presence of ledge (in areas where subsurface piping or excavation is required), and to aid in estimating site construction costs.
- f. Make recommendations on the type of materials needed (i.e., full depth of asphalt or concrete for the skate board park).
- g. Planned layout and design of water line from the road to the bathrooms.
- h. Design a wider entrance/exit area for Hedgehog Park.
- i. Prepare cost estimate based on items design information above.
- j. Attend meetings with Town staff, as necessary during the design process to review progress plans and budget.
- k. Prepare Final Design drawings for First Section, including all work needed to obtain necessary permits (wetland and others) and regulatory compliance, preparation of bid documents, plans and specifications.
- l. Assist the Town during construction to assure it is built as designed.

NOTE: In addition to providing hard copy documentation of the above scope, the consultant shall also provide the Town with electronic format copies of Bid Document (plans in Autocat or other acceptable format, and specifications in Microsoft Word). Ownership of plans and documents shall be to the Town. The only acceptable exclusions of this shall be in the areas of intellectual property that has been substantially developed by the CONSULTANT prior to and not part of the contract.

Section 3: Content of Proposal

One original and four (4) copies of the proposals must be submitted by July 8, 2009, at 3 pm to **STEPHEN ARTEMIS** Purchasing Coordinator. *Those submitting proposals shall complete the attached form titled "Application to the Town of Salem for Hedgehog Park Phase I."* Resumes of personnel that will be involved in this project must also be included.

The proposal shall follow the sections identified below and contain the information required in the sections where the information is requested. The lack of information in the required section cannot be addressed by providing additional information in other sections. If the information is not found in the appropriate section it will be considered as missing and therefore non-responsive. This format is designed to provide all CONSULTANTS with a format to provide both basic and enhanced information. Reviewing the entire RFP/RFQ prior to completing this section is strongly advised.

All material submitted by CONSULTANTS becomes the irrevocable and sole property of the Town of Salem, NH unless otherwise specified in this RFP/RFQ. The Town shall be under no obligation to return any proposals or material submitted by a CONSULTANT in response to this RFP/RFQ unless specified in this RFP/RFQ. The proposals shall remain confidential until completion of the evaluation of all proposals. However, the Town of Salem cannot assure the confidentiality of any materials or information, which may be submitted by a CONSULTANT in response to this RFP/RFQ. Thus, CONSULTANTS who choose to submit confidential information do so at their risk. No costs or expenses incurred by the CONSULTANTS in responding to this RFP/RFQ or in particular in this competitive procurement will be borne by the Town.

The original proposal shall be submitted in a three ring binder to allow for copying. Copies of the proposal may be bound by other means providing that no papers are loose. Each section identified below, shall be divided with a tabbed divider with the appropriate section number on the tab. CONSULTANT responses to the RFP/RFQ must consist of two separate documents:

1. A Consultant Proposal
2. A Cost Proposal

The two proposals must be formatted according to the instructions of this RFP/RFQ. CONSULTANTS must not include any cost information in any part of the Consultant Proposal. A sealed package containing the original and four (4) duplicates of the Consultant Proposal must be labeled as follows:

(CONSULTANT Name)

**CONSULTANT PROPOSAL TO PROVIDE ENGINEERING SERVICES TO THE TOWN OF SALEM
HEDGEHOG PARK DESIGN OF PHASE I OF MASTER PLAN IMPROVEMENTS**

A separate sealed package containing the original and four duplicates of the Cost Proposal must be labeled as follows:

(CONSULTANT Name)

**COST PROPOSAL TO PROVIDE ENGINEERING SERVICES TO THE TOWN OF SALEM
HEDGEHOG PARK DESIGN OF PHASE I OF MASTER PLAN IMPROVEMENTS**

Cost Proposal Forms Submit the required cost proposal in a separate envelope. This is not a section and does not need to be tabbed. The Town reserves the right to reject any or all proposals and/or to limit this study to a portion based on the availability of funds and/or as deemed in the best interest of the Town.

Each CONSULTANT must furnish all requested information in the formats specified by this RFP/RFQ. Promotional materials and other documents are not wanted and will not be considered as meeting any of the requirements of this RFP/RFQ, unless otherwise allowed in this RFP/RFQ. To enable the Town to perform a fair comparative analysis and evaluation of proposals, it is desired that a uniform format be employed in structuring each proposal. The CONSULTANT'S degree of compliance with the requirements of this RFP/RFQ and their clarity in proposal will be a factor in the subsequent evaluation of the proposal. The Consultant Proposal shall include the following information.

❖ **Consultant Proposal Format**

1. **Letter of Transmittal:** Each proposal must include a letter of transmittal containing the signature of a representative authorized to enter into contracts for the prime contractor. Beyond this, the CONSULTANT can provide any information desired in the letter. The transmittal letter should not exceed two pages in length. *Inserted after the letter of transmittal shall be the "Application to the Town of Salem for HEDGEHOG PARK."*
2. **Knowledge and Experience:** Provide a description of the firm's knowledge and experience in the design and analysis of roadways, pavement and stormwater infrastructure, and the regulatory permitting associated therewith. The minimum requirement for the project manager for this project shall be 8 years experience. Provide all resumes of design team and sub consultants. Indicate at a minimum the licenses, degree, certifications, and or any other relevant professional status. Indicate the length of time the professional staff position has been with the firm. List projects completed by the staff persons with the year completed or the year the staff person participated in the project.
3. **Project List:** List all projects from separate municipalities where work similar to this proposal was performed. Cite municipality, contact, address, project costs, project status, and project total linear footage, role of firm if not principal designer, and a brief description of the project.
4. **Consultant Scope and Availability:** Given the above general scope of services, provide a project outline that identifies a proposed scope of service that will provide the above documents and results. **DO NOT INCLUDE BUDGET NUMBERS OR COSTS HERE.** Provide a description of availability of the consultants to the Town staff for meetings and consultation. Indicate the relationship of this project to other current projects in the firm and demonstrate ability to manage this project. Provide a schedule indicating the consultant's ability to meet the timelines indicated herein.
5. **Financial and Insurance Resources:** The consultant shall submit information that would clearly document the financial resources for performance and or have the ability to obtain such resources. Proper Insurance for employees and subcontractors shall be required for submittal.
6. **Conflict of Interest:** The consultant shall describe any and all current or potential conflicts of interest related to performance on this project. Relationships with property owners, developers, and other consultants, whether in recent past (past three years), present, or potentially in the future by interest in a pending project, which may serve to provide financial benefit to the Consultant, must be identified. If there is an appearance of conflict of interest, than the consultant must identify the methods they will employ to address said conflicts.

❖ **Proposals Delivery**

Proposals must be delivered, during regular business hours, no later than 3 p.m. on July 8, 2009, to the following address:

STEPHEN ARTEMIS

Purchasing Coordinator
33 Geremonty Drive
Salem NH 03079

Delivery will be at the CONSULTANT'S expense. Any and all damages that may occur due to packing or shipping will be the sole responsibility of the CONSULTANT. Late submissions including those mailed or delivered to the wrong address will be rejected. Postmark does not count for being delivered within the due date and time.

❖ CONSULTANT Limitations

The CONSULTANT should include any latitudes, prohibitions or limitations placed on the services presented in the CONSULTANT'S proposal. If some services or personnel cannot be provided for as specifically provided for in the proposal this should be stated. The objective is to clarify all service options and personnel.

- a. Assignment Rights: To meet the requirements of the Scope of Work, the Town reserves the right to use the Technical and other services of other CONSULTANTS, unless specifically limited by the CONSULTANT in the response.
- b. Negotiation Rights: The Town reserves the right to negotiate with CONSULTANTS regarding variation to the original RFP AND CONTRACT, to include cost, which may be in the best interest of the Town.
- c. Town Rights: 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 public interest to do so.

❖ Execution of Contract

- a. Upon the acceptance of a CONSULTANT'S proposal, the Town will prepare and submit a contract to the successful CONSULTANT for signing. In the event that the successful CONSULTANT fails, neglects or refuses to execute the contract within fourteen (14) days after receiving a copy of the contract from the Town, the Town may at its option terminate and cancel its action in awarding the contract and the selection of the CONSULTANT shall become null and void and of no effect.
- b. Incorporated by reference into the contract, which is to be entered into, by the Town and the successful CONSULTANT pursuant to this RFP will be:

1. All of the information presented in or with this RFP/RFQ and the CONSULTANT'S response thereto.
2. All written communications between the Town and the successful CONSULTANT whose proposal is accepted. A designated official of the CONSULTANT and the Town of Salem shall execute the contract.

Section 4 Proposal Evaluations

❖ Rejection of Proposals

The Town reserves the right to reject any and all proposals received in response to the RFP/RFQ. A CONSULTANT'S proposal may be rejected, if the CONSULTANT:

- a. Fails to adhere to one or more of the provisions established in the RFP/RFQ.

- b. Fails to submit its proposal at the time or in the format specified herein or to supply the minimum information requested herein.
- c. Fails to meet the minimum evaluation criteria specified in this RFP/RFQ.
- d. Fails to submit its proposal to the required address on or before the deadline date established by the Town.
- e. Misrepresents its services, experience and personnel by providing demonstrably false information in its proposal or fails to provide material information.
- f. Fails to submit its cost on the enclosed Cost Proposal.
- g. Refuses a reasonable request for an interview.
- h. Refuses to provide clarification requested by the Town.

❖ **Review Criteria Introduction**

This section shall serve as the criteria from which the Evaluation Committee will rate the CONSULTANT. In preparing a proposal the Town recommends that the CONSULTANT address the criteria clearly in their proposal as outlined above and indicate how they achieve the highest rating. Statements should qualify and demonstrate the CONSULTANTS ability to meet each criterion. Statements should be to the greatest extent verifiable.

1. The CONSULTANT has been successful in the business of providing services as described herein or for a period of not less than eight years. (3 points)
2. The CONSULTANT shall have completed not less than five similar design projects, and the projects were ultimately constructed. It is preferred that at least one prior project have a constructed value in excess of one million dollars. (5 points)
3. The resume of the project manager assigned as the contact person for the Town shows no less than eight-years experience in the related field with no less than five years experience in providing consulting for like projects. (2 points)
4. The project engineer has demonstrated substantial experience dealing with projects that involve public participation and presentation, and experience dealing with residents relative to obtaining temporary and/or permanent easements related to road and drainage improvements. (2 points)
5. The CONSULTANT has in their firm or through cooperative partnerships access to persons with outstanding technical expertise to complete the projects. Such technical personnel shall have a relationship with the CONSULTANT for at least 5 years or five projects. (2 points)
6. The CONSULTANT shall receive positive references from all customers contacted by the Town. (5 points)
7. The CONSULTANT has provided information that clearly indicates their experience with projects similar to the project herein. The CONSULTANT has a strong understanding of specific issues identified herein and has shown their understanding through specific references to projects that they have completed. (4 points)
8. The CONSULTANT demonstrated in their proposal they can meet the schedule for the Town of Salem and have provided sufficient specificity to clearly show the critical path toward completion of these projects. The CONSULTANT has described in detail the necessary schedule and components for analysis, including; input from the Town staff, input from the public, and recommendations clearly integrating those areas for a comprehensive approach toward a completed project. (5 points)

9. The CONSULTANT has no appearance of a conflict of interest with any other party, or such relationships are not sufficient to warrant concern. (4 points)
10. The CONSULTANT has provided a comprehensive price proposal and rate schedule that reflects the effort necessary to provide the Town with a comprehensive product. (7 points)

Section 5 Responsibilities of the CONSULTANT

a. Prime Contractor: The successful CONSULTANT will be considered as 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 of Salem 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. Prior to final selection, CONSULTANTS may be required to submit any additional information, which the Town may deem necessary to determine the CONSULTANT'S qualifications to respond to the RFP/RFQ. Should any of the information requested by the Town be considered by the CONSULTANT to be confidential it should be so stated. The Town will attempt to treat any information submitted by the CONSULTANT as confidential if requested to do so; however, the Town cannot insure such confidentiality.

b. Firm Price: Prices offered by the CONSULTANT will be firm and not subject to increase during the term of any contractual agreement arising between the Town of Salem and the successful CONSULTANT as a result of this RFP/RFQ.

c. No Assignment: Assignment by the successful CONSULTANT to any third party of any contract based on the RFP/RFQ or any monies due shall be absolutely prohibited and will not be recognized by the Town of Salem unless approved in advance by the Town in writing.

d. Statement of Time: Time when stated, as a number of days, shall mean all calendar days, including Saturdays, Sundays, and holidays.

e. Project Management Representation: The CONSULTANT shall provide the staff and resources as outlined in the RFP/RFQ and shall not assign to other staff without the written approval of the Town.

f. Completion of Scope: The CONSULTANT shall complete the scope as negotiated and agreed upon and shall deliver staff and resources to professionally and expeditiously complete such scope. The CONSULTANT by virtue of their prior professional experience shall understand and endeavor during the contract negotiations to determine the possible obstacles that would 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.

g. In addition to providing hard copy documentation of work product outlined in Section 2 (Scope of Services), the consultant shall also provide the Town with electronic format copies of the Bid Document (plans in Autocad or other acceptable format, and specifications in Microsoft Word). Ownership of plans and documents shall be to the Town. The only acceptable exclusions of this shall be in the areas intellectual property that has been substantially developed by the CONSULTANT prior to and not part of the contract.

h. Force Majeure: Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes

may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather, but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance may be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

❖ ***Non-Discrimination in Employment and Affirmative Action***

a. 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.

b. If a complaint or claim alleging violation by the CONSULTANT of such statutes, rules, or regulations is presented, the CONSULTANT agrees to cooperate in the investigation and disposition of complaint or claim.

c. In the event of the CONSULTANT'S non-compliance with the provisions in this section, the Town of Salem shall impose such sanctions as it deems appropriate, including but not limited to the following:

1. Withholding of payments due the CONSULTANT until the CONSULTANT complies, and
2. Termination or suspension of any contract or agreement pursuant to this RFP.

Section 6 Cost Proposal

6.0 Sealed Envelope: A separate sealed package containing the original and four duplicates of the Cost Proposal must be labeled as follows:

(CONSULTANT Name)

***COST PROPOSAL TO PROVIDE ENGINEERING SERVICES TO THE TOWN OF SALEM
HEDGEHOG PARK DESIGN OF PHASE I OF MASTER PLAN IMPROVEMENTS***

6.1: Cost Proposal Form: The CONSULTANT shall use the "Cost Proposal and Certification" Form herein. All instructions for the Cost Proposals are on the form. CONSULTANTS should quote all costs associated with the services outlined in the Scope of Services herein and the proposal submitted by the consultant.

The selection of a CONSULTANT shall be qualifications based. The purpose of the cost proposal is to determine the cost schedule and does not represent a competitive bid process. All costs associated with the project must be included in the cost proposal, including allowances for subcontractors and reasonable reimbursable costs.

Reimbursable	
Total Cost	

Business Name _____

Business Address _____

Business Phone _____ Fax _____

Business Type: _____

Individual, Partnership, Corporation etc.

Name of Person Authorized to sign proposals

Title of Person Authorized to sign proposals

Application to the Town of Salem for Engineering Services – HEDGEHOG PARK PHASE I



1. PROJECT DESCRIPTION:

Engineering design and preparation of construction documents for a Skate Park pad, Water Line, Parking area, and Entrance into Hedgehog Park on Lowell Road, in Salem, NH, including all engineering design, material lists, preparation of construction bid documents, and assistance in the bid process.

TITLE: **HEDGEHOG PARK PHASE I**

2. NAME OF FIRM:
(or Joint Venture)

TYPE OF ORGANIZATION:
(Proprietorship, Partnership, Corporation, etc.)

ADDRESS:

YEAR ESTABLISHED:

FEDERAL I.D. NO:

LOCATION OF PRINCIPAL OFFICE IF OUT OF STATE:

Check here if your firm is a SOMBA certified minority (MBE) or SOMBA women-owned business enterprise (WBE)

3. NAME AND TITLE OF PRINCIPAL TO CONTACT:

PHONE NUMBER: ()

4a. KEY PERSONS SPECIALISTS AND INDIVIDUALS IN YOUR FIRM TO BE ASSIGNED TO THIS PROJECT

Acoustical Engineering		Interior Designing		Engineering Surveying	()
Civil Engineering	()	Landscape Architecture	()	Traffic Engineering	()
Ecology		Life Safety Code Specialist		Drafting	
Electrical Engineering	()	Mechanical Engineering	()	CADD Operators	
Energy Specialists		Planning		Other	
Environmental Eng	()	Sanitary Engineering	()	TOTAL	()

6. PROJECTS WITHIN THE PAST TEN YEARS BEST ILLUSTRATING CURRENT QUALIFICATIONS FOR THIS PROJECT:

PROJECT NAME, LOCATION & DESCRIPTION	YEAR	PROJECT COST	PHASES Complete or In Progress	REFERENCES NAME TITLE PHONE

7. ADDITIONAL INFORMATION OR DESCRIPTION OF RESOURCES SUPPORTING YOUR FIRM'S QUALIFICATIONS FOR THIS PROJECT: (If joint venture, indicate previous experience with this joint venture.)

8. ESTIMATED TIME FOR YOUR FIRM TO PERFORM SCOPE OF SERVICES AS PUBLICLY ADVERTISED. Attach a Gantt Chart

9. PRINCIPAL BUSINESS OF THIS FIRM AND PRINCIPAL SPECIALIZATIONS:

10. PROFESSIONAL LIABILITY INSURANCE:

NAME OF COMPANY AGGREGATE AMOUNT POLICY NUMBER EXPIRATION DATE

As a condition of application, each applicant agrees to carry, if selected for the new project, professional liability insurance. The total amount of such insurance shall be the greater of \$ 250,000 or 2 (two) times the consultant fee for services, or such larger amounts as the Town may require. Insurance shall cover the applicable period of limitations.

11. List all current projects for which the applicant is performing or is under contract to perform any design services:

PROJECT NAME, LOCATION & DESCRIPTION	YEAR	PROJECT COST	PHASES*	REFERENCES NAME TITLE PHONE

Name of Person Authorized to sign proposals

Title of Person Authorized to sign proposals

