

**REQUEST FOR QUALIFICATIONS
BARRINGTON, NEW HAMPSHIRE
PROFESSIONAL ENGINEERING SERVICES
Project 16-01**

The Town of Barrington requests qualifications (RFQ) from engineering firms to provide general engineering services to the Town; to serve as Engineer of Record (EOR) on various town projects; to assist the Planning Board in review of site and subdivision plans; and to do general civil engineering for town operations. RFQ's shall be received no later than August 1, 2016 at 3:00 PM at the office of the Town Administrator, PO Box 660, 333 Calef Highway, Barrington, NH 03825. Six (6) copies of the RFQ shall be provided. A detailed RFQ is also found at www.barrington.nh.gov or email barrplan@metrocast.net. Please direct questions to Marcia Gasses (603) 664-0195.

DETAILED INFORMATION

I. GENERAL

The Town of Barrington is soliciting Request for Qualifications (RFQ) from engineering firms to provide engineering services to the Town and to serve in the role of Engineer of Record (EOR). The Town of Barrington is home to approximately 8,500 persons and is located in Strafford County, NH. The Town is managed by a Town Administrator and Board of Selectman and the highway department is managed by a road agent. A public works crew operates and maintains the public facilities and utilities that are provided by the Town. The Town maintains approximately 80 miles of improved and unimproved roadways. In addition to the Planning Board, the Planning Department is staffed by two positions including a Planner/ Land Use Administrator and an Administrative Assistant.

A: The EOR's Potential Scope of Services

The Town will direct the EOR to provide engineering assistance for

specific projects for the Town that has a finite scope of work. In these cases, the assignment of work will follow the general process described below:

1. The Town will generally describe a task or need to the EOR for a specific project.
2. The EOR will prepare a scope of services describing the work and the EOR will provide a proposed fee and an estimated project timeline.
3. The Town will review the scope and fee and once agreed the proposal will be presented for authorization as appropriate.
4. The Town may choose to accept the proposal as is, reject the proposal, or negotiate a change of scope or fee with the EOR.
5. Once the proposal is accepted, the Town and EOR will authorize the work order in writing.
6. The EOR will track the task order as an independent project (i.e., separate project numbers and invoices).
7. This is not an exclusive contract; the Town reserves the right to issue a general RFQ for specific projects if they desire to have expanded competition, specialized expertise, if the EOR elects to not accept a request for a specific work order, or if state or federal regulations require (i.e., due to funding).
8. The award of a contract to an EOR does not guarantee that the selected firm will be assigned any or all Town projects.
9. It is intended the EOR will have a term of service of 3 years. The Town reserves the right to extend the EOR term of service if in the best interest of the Town.
10. The Town reserves the right to cancel the EOR contract prior to the 3-year term upon a 30-day written notice.

B: Assisting the Planning Board

The Town of Barrington intends to work with an engineer to provide Planning Board Review and Construction Services. The Planning Department is comprised of a Town Planner/ Land Use Administrator and an Administrative Assistant. The Planning Board is made up of 7 members and currently meets 2-3 times per month. The Town currently requires review and construction services for most all subdivisions and site plans. A general outline of the Planning Board needs include the following:

- Provide general assistance as requested.
- Review site plans and subdivisions (submissions).
- Review of drainage analysis and design
- Review of traffic reports
- Provide the planning board with a report(s) on the submissions.
- Meet with planning board to discuss submissions.
- Inspect planning board approved projects, which have roads, drainage issues, and/or water issues.
- Provide the selectmen and the planning Board with

- inspection reports.
- Meet with planning board on "on-call" basis to discuss projects being inspected.
- Attend pre-construction meetings and final inspection.
- Advise planning board on estimate for performance guarantee.
- Advise planning board for bond releases
- Review As-built plans.
- Make other recommendations as deemed appropriate.

C: Selection Process

The Town will utilize the following general selection process in determining the most qualified and best firm.

1. Interested consultants will provide written statements of qualifications (RFQ's) to the Town based on the guidelines and information in this RFQ.
2. A selection committee will review and rank all RFQ's based upon the criteria established in this RFQ.
3. If the choice of an EOR is obvious to the committee, the committee may recommend to the Board of Selectmen the contract based on the results of the RFQ review and without further evaluation.
4. However, if further evaluation is desired, several firms may be short-listed to participate in an interview process. Additional information may be requested.
5. Based on the findings of the committee, a recommendation will be made to the BOS to award the EOR contract to the successful firm.
6. The Town will then proceed to negotiate a contract with the selected consultant.
7. If an agreement cannot be reached with the selected consultant, the runner-up consultant may be contacted to negotiate an agreement, and so forth.
8. The Town reserves the right to reject any and all proposals at any time, waive minor informalities in the screening process and/or terminate the selection process at any time.

II. RFQ CONTENT

There is a 40-page limit on for the RFQ's. That is 40-pages to read or view. Key elements to each RFQ should include the following items:

L Cover Letter

2. Understanding of Need

The consultant should clearly state their understanding of the Town's need for an EOR and for the role an EOR should play for a small

community. Specific examples and insights will be useful in this section.

3. Approach

The consultant should attempt to describe their general approach to serving as an EOR for a community like Barrington, how they will communicate with the different departments at the Town, and what policies they will follow when interacting with the Town on projects and on a day to day basis. The consultant shall provide a statement regarding conflict of interest (see Threshold Requirements).

4. Experience

The consultant shall provide a description of their experience and expertise providing general engineering services in the role of EOR for similar communities. Experience with simple transportation systems, planning board reviews, capital planning, drainage facilities, culverts, bridges, architectural, structural landscape architecture and general municipal engineering services will also be useful. All applicable experience should be presented.

5. Project Team

Describe the proposed project team for the EOR contract. Describe who will be the key contacts and leaders of the team. Discuss who will interact with the Town and the organizational structure that will be proposed for the EOR. Discuss sub-consultants that will be available to the Town and why their services are important. For example, the use of an architect, structural engineer, mechanical engineer, and/or electrical engineer for building services.

6. Availability

It is important that the selected EOR be capable of responding to the Town's needs in a timely manner, complete projects on time, and be an efficient resource for the Town. The RFQ should address the consultants approach to ensuring that the Town's needs will be met by their firm.

7. References

Firms responding to this RFQ must provide a list of at least four (4) municipal client references (with contact information) within New Hampshire for which the firm or members of the firm have provided similar or related services within the past 5 years. A description of pertinent projects and current contact information for the agency authority should be provided.

8. Rate Structure

In a separate sealed envelope the firm shall submit an hourly rate schedule for the project team, summary of expense charges, and shall identify how sub

consultants are handled if and when utilized (i.e., mark-up).

9. Submittal Packages

Submittal packages should be either GBC bound with spines not to exceed 40 pages or stapled with a single staple in the upper left hand corner. Six copies of the Statement of Qualifications shall be submitted by placing them in a suitably sized envelope or shipping box and labeled with the words "Town of Barrington Professional Engineering Services Request for Qualifications; RFQ. 15-02". Also clearly state:

VENDOR:

CONTACT PERSON:

SIGNATURE:

ADDRESS:

EMAIL

TELEPHONE #:

10. Signatures:

The proposer's 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 contractor 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 partnership the name and post office address if each partnership member must be shown; as a joint venture, the name and post office address of each 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 addresses of the President, Secretary, and Treasurer.

III. SELECTION CRITERIA

The Town will screen and rank the RFQ's based on the criteria outlined in this section. Top-ranked firms may be identified for further consideration, if further consideration is warranted. The Town may then complete additional evaluations on the selected firms including participation in an interview process, etc. Using a combination of the information provided in the RFQ and the additional information received from the finalists, the selection panel will make a final choice and recommendation to the Board of Selectman to award the engineering contract to the most qualified consultant.

After ranking the firms, the Town will open the separate sealed envelope containing the fees.

A brief description of the primary selection criteria is provided below:

1. Proximity of firm to Barrington.

The Town wishes to work closely with the selected firm and desires fast and effective service. The consultant should address how they will provide effective service and how they will address travel costs and travel time issues. Although not required, the Town desires to engage with a consultant and a project team located within one hour (+/-) drive from the Town limits.

2. Experience and familiarity with the Town of Barrington.

Firms and firm members who have specialized experience with or who have gained a specialized understanding of the Town of Barrington will be considered above firms and engineers without such an understanding. Describe your firm or firm member's experience and/or describe the level of familiarity gained during the RFQ process.

3. References

The selection committee will perform reference checks for each candidate. A minimum of four (4) municipal clients in New Hampshire where similar or related work was performed must be provided. References where the consultant has served as the EOR are preferred. References should also be able to describe the firm's responsiveness, availability, and ability to complete projects in a timely and orderly manner.

4. Experience as an EOR and Similar Experience.

Experience in the role of EOR for other communities will be considered positively. Proof of an understanding of the role of EOR and a track record of effectively providing this service is preferred. Also present similar experience with the projects identified above (Part I:-B).

5. Consultant's understanding and approach and quality of the RFQ.

These selection criteria will allow the selection committee to award points based on the quality of the RFQ, the consultant's understanding of the Town's needs, the consultant's approach to the work (for the first three projects), or any other quality about the consultant's proposal that sets it apart from any others.

A summary of the selection criteria points is provided in the following table.

Selection Criteria Relative Weight	
Location of firm	5
Familiarity with Town	10
References	25
Similar Experience	30
Understanding, approach, quality of RFQ	30
Total	100

IV. SUBMISSION REQUIREMENTS

Each consultant must submit proposals to the Town by no later than January 21, 2015 at 3:00 pm. Proposals must be clearly marked "Professional Engineering Services Statement of Qualifications Project 15-02" and directed to:

John Scruton, Town Administrator
PO Box 660
333 Calef Highway
Barrington, New Hampshire 03825

Each consultant must submit six (6) copies of their RFQ in sealed envelopes. FAXED, ELECTRONIC OR E-MAIL COPIES WILL NOT BE ACCEPTED AS THE PRIMARY RESPONSE, ALTHOUGH AN ELECTRONIC COPY CAN BE SUBMITTED IN ADDITION IF THE CONSULTING FIRM SO CHOOSES.

V. LIMITATIONS

This RFQ does not commit the Town of Barrington to paying any costs incurred by consultant in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof. Further, the Town of Barrington reserves the right to:

- Accept or reject any and all submittals received as a result of this RFQ at any time; Negotiate with qualified consultants;
Select more than one EOR if it is in the best interest of the Town;
- Cancel the RFQ, in part or in whole, if it is determined to be in the best interest of the Town to do so;
- Waive minor irregularities and formalities in the RFQ submittals;
- Seek further RFQ's for engineering design and construction services contracts;

The Town reserves the right to seek clarification on any point in any RFQ at any phase of the selection process;

No guarantee of work, financial obligation, or other assurance is made to any respondent of this RFQ whether selected or not for the role of EOR.

VI. THRESHOLD REQUIREMENTS

1. The Project Manager identified as the primary client contact shall be a Professional Engineer licensed in the State of NH.
2. Consultants shall be duly licensed and certified to perform the professional services offered by the proposal.
3. The Town will be seeking a firm that will be able to provide these services without conflict of interest. This primarily precludes the Consultant from submitting subdivision and site plans to the Planning Board on behalf of entities other than the Town of Barrington.
4. Each firm, by the submission of an RFQ, understands and agrees that the award of a contract shall be contingent upon the successful applicant providing the Town with proof of the following insurance coverage and providing a contract satisfactory to the town's carrier, PRIMEX:

Liability insurance in the amount of \$1,000,000.00 or greater, as follows:

- a. Comprehensive commercial general liability insurance, including personal injury liability, blanket contractual liability and broad-form property damage liability coverage. The following minimum limits are required: Aggregate - \$1,000,000.00; Products - \$1,000,000.00; Personal & Advertising Injury - \$1,000,000.00; Each occurrence - \$1,000,000.00
- b. Commercial automobile liability insurance as a result of death or bodily injury to any persons, or destruction of or damage to any property arising out of the ownership, maintenance or use of any owned, non-owned or hired motor vehicle with limits of not less than \$1,000,000.00 per occurrence. All coverage shall be on an occurrence basis and not on a claim made basis.
- c. Workers compensation coverage as required by law with a waiver of subrogation in favor of Town including Employer's liability coverage with limits of not less than \$500,000.00 per occurrence.
- d. Professional liability insurance, including errors and omissions, with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000 policy aggregate.

The following inclusions to the engineer's certificate of insurance shall be made:

- a. Waiver of transfer of rights of recovery against others to Town.
- b. It is agreed that this insurance is primary to and non-contributory with

any insurance maintained by Town.

c. The General Liability Coverage and Automobile Liability shall include endorsements for additional insured, naming the "TOWN OF BARRINGTON", its elected officials, employees, agents and volunteers as an additional insured. The additional insured endorsement shall be attached to the certificate of insurance.

d. The additional insured shall contain a severability of interest provision in favor of the Town and a Waiver of Subrogation in favor of Town.

e. All insurance shall provide a 30 day notice of cancellation or material change.

VII. Fee: Fee Schedule (separate second sealed envelope within the first)

Task	Rates		
	CY-2015	CY-2016	CY-2017
Senior Engineer	Per hour	Per hour	Per hour
Project Manager	Per hour	Per hour	Per hour
Administrative Support	Per hour	Per hour	Per hour
Other positions	Per hour	Per hour	Per hour
Travel Expenses	Per Mile	Per Mile	Per Mile

Also include mark-up rate on subcontractors.

This schedule in the second seal envelope shall show the firm's fees for each employee grade level and job title. This shall be also being included as well as the firm's standard mark-up for overhead and profit projected over the next three calendar years. Standard fees for expenses, travel, equipment usage, administration, and subcontractor mark-up shall also be attached. These billing rates will be used for the any subsequent work that is issued during the term of this contract.

VIII. FALSE OR MISLEADING STATEMENTS

If the review committee feels, at any time, that a consultant's RFQ contains false or misleading statements, references, or any other matter which does not support a function, attribute, capability, or condition as stated by the firm or firms submitting, the submittal shall be rejected, regardless of the status or the phase of the selection process.

IX. AWARD AND EXECUTION OF CONTRACT

1. Proposals will be made public at the time of opening and may be reviewed only after they have been properly recorded. The second envelope is not opened until the decision is made on the ranking of the firms.
2. The Town will consider all proposals and make its selection based upon the firm(s) it determines is/are best for the town. After selecting the firm(s) that is/are believed best

for the Town, the Selectmen will open the second envelope. Only if the Board deems the rates unsatisfactory and cannot reach agreement with that firm, will the Board move to the next firm(s) for consideration and open the second envelope for that firm.

3. 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 Town, the best interest of the Town of Barrington will be promoted thereby.

4. Award: If a contract is to be awarded, the award will be made to the proposer that displays the best mix of qualifications, experience, and availability as it pertains to the type of services in section III above as soon as practical after the review process. No proposal shall be withdrawn for a period of (60) sixty days subsequent to the opening of proposals without the consent of the Town of Barrington. The successful proposer will be notified, by the form mailed to the address on his proposal, that his proposal has been accepted and that he has been awarded the contract.

5. Cancellation: 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 against the Town.

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

7. Upon making the final determination of ranking, the Town will proceed to negotiate a contract with the top ranked firm. If negotiations are not successful the Town may choose to negotiate with the second ranked firm submitting a proposal, and so forth, until a contract is negotiated. The Town reserves the right, at its sole discretion, to end negotiations at any time and at any stage in the process, and to not award a contract to any firm. All firms not selected will be notified by the Town of its decision. It is estimated that a contract will be awarded to the selected consultant by March 2015.

X. GENERAL CONDITIONS

Indemnification: The Contractor shall indemnify, defend, and save harmless the Town of Barrington and its agents and employees from and against any suit, action or claim of loss or expenses because of bodily injury. Including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, whether caused by or contributed to by said Town of Barrington, its agents, employees or others.

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 Contractor and any Subcontractors 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

1. Nothing contained in the Specifications or Drawings shall be construed as creating any contractual relationship between any Subcontractor and the Town of Barrington. The Division or Sections of the Specifications are not intended to control the Contractor in dividing the work among Subcontractors or to limit the work performed by any trade.

2. The Contractor shall be as fully responsible to the Town of Barrington 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.

Protection of Work and Property: The Contractor shall, at all times, safely guard the Town's property from injury or loss in connection with this Contract. He shall, at all times, safely guard and protect his own work and that of adjacent property from damage. All passageways, guard fences, lights and other facilities required for protection by State or Municipal laws, regulations and local conditions must be provided and maintained.

Use of Premises and Removal of Debris: The Contractor expressly undertakes at his own expense:

1. To take every precaution against injuries to persons or damage to property;
2. To comply with the regulations governing the operations of premises which are occupied and to perform his Contract in such a manner as not to interrupt or interfere with the operation of the Institution;
3. To perform any work necessary to be performed after working hours or on Sunday or legal holidays without additional expense to the Town, but only when requested to do so by the Town;
4. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;
5. Daily to clean up and legally dispose of (away from the site), all refuse, rubbish, scrap materials and debris caused by his operation. Including milk cartons, paper cups and food wrappings left by his employees, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
6. All work shall be executed in a workmanlike manner by experienced mechanics in accordance with the most modern mechanical practice and shall represent a neat appearance when completed.

Materials and Workmanship: Unless otherwise specified, all materials and equipment incorporated into the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in their respective trades. Where the use of optional materials or construction method is approved, the requirements for workmanship, fabrication and installation indicated for the prime material or construction method shall apply wherever applicable. Required and necessary modifications and adjustments resulting from the substitution or use of an optional material or construction method shall be made at no additional cost to the Town.

Standards:

1. Materials specified by reference to the number, symbol or title of a specific standard, such as a Commercial Standard, a Federal Specification, Department's Standard Specifications, a trade association standard or other similar standard. Shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of advertisement, except as limited to type, class or grade or modified in such reference.

2. Reference in the Specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. In such cases the Contractor may, at his option, use any articles, device, product, material fixture, form or type of construction, which, in the judgment of the Town expressed in writing to all Proposers before opening of proposals as an addendum, is an acceptable substitute to the specified.

3. Substitution During Proposal Time: Whenever any particular brand or make of material or apparatus is called for in the Specifications, a Proposer's Proposal must be based upon such material or apparatus, or upon a brand or make which has been specifically approved as a substitution in an Addendum issued to all Proposers during the proposing time.

4. The intent is that the brand or make of material or apparatus, which is called for herein, establishes a standard of excellence, which, in the opinion of the Consultant and Engineer, is necessary for this particular Project.

5. Substitution After Proposal Opening: No substitutions will be considered after proposals have been opened unless necessary due to strikes, lockouts, bankruptcy or discontinuance of manufacture, etc. In such cases, the Contractor shall apply to the Town, in writing within ten (10) days of his realizing his inability to furnish the article specified, describing completely the substitution he desires to make.

6. The Town of Barrington will own all work product and be entitled to use it for its purposes.

Extras: Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the Town Administrator or if being done by the Conservation Commission, the Chairman of the Conservation Commission has ordered the same, in writing.

Default and Termination of Contract: If the Contractor does not proceed in accordance with the Notice, then the Town of Barrington will have full power and authority without violating the Contract to take the prosecution of the work out of the hands of the Contractor. The Town of Barrington 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 Barrington 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 Contractor. If such expenses exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the Town of Barrington the amount of such excess.

Reasons for termination include but are not limited to if the Contractor:

1. Fails to begin work under Contract within the time specified in the notice to proceed; or
2. Fails to perform the work with sufficient workmen and equipment, or with sufficient materials to assume prompt completion of said work; or
3. 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; or
4. Discontinues the prosecution of the work; or
5. Fails to resume work, which has been discontinued, within a reasonable time after notice to do so; or
6. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or

insolvency; or

7. Makes an assignment for the benefit of creditors; or

8. For any other causes whatsoever, fails to carry on the work in an acceptable manner the Town of Barrington will give notice, in writing, to the Contractor for such delay, neglect, and default.

XI. ADDITIONAL QUESTIONS/REQUESTS FOR INFORMATION

Please note the office is closed on Fridays.

Questions regarding this RFQ should be addressed to:

Marcia Gasses, Planner/Land Use Administrator
PO Box 660, 333 Calef Highway
Barrington, NH 03825
Phone: 664-0195
Email: barrplann@metrocast.net