

**REQUEST FOR QUALIFICATIONS
FOR
GENERAL ENGINEERING SERVICES**

The City of Lebanon, NH, is seeking Qualifications Statements for General Engineering services. Submit six (9) bound copies of your Qualifications Statements to Christina B. Hall, P.E., City Engineer, Department of Public Works, 193 Dartmouth College Highway, Lebanon, NH 03755 **on or before 2:00PM on Wednesday, February 29, 2012.**

Reference your submittals as: **"Qualifications for General Engineering Services for the City of Lebanon"**.

The Statements of Qualifications shall not exceed twenty-five (25) pages, double sided (printed on both sides) or fifty (50) pages, single sided (printed on one side). Sectional dividers may be used; they will not be counted towards the maximum number of pages allowed. A one-page cover letter may also be included which will not be counted towards the maximum number of pages allowed. The proposal shall include a clear table of contents addressing all the requirements of the RFQ.

The City of Lebanon (hereinafter called COL) reserves the right to reject any or all the Statements of Qualifications. This invitation does not commit the COL to accept any Statements of Qualifications and does not obligate COL for any costs associated with the preparation of the same.

THERE WILL BE A PRE-SUBMITTAL MEETING TO ANSWER ANY QUESTIONS REGARDING THIS REQUEST WHICH WILL BE HELD AT THE CITY OF LEBANON DEPARTMENT OF PUBLIC WORKS, 193 DARTMOUTH COLLEGE HIGHWAY, LEBANON, NH AT 10:00 AM ON WEDNESDAY, FEBRUARY 8, 2012.

If you have questions regarding this RFQ, please call Christina B. Hall, P.E., Lebanon City Engineer at the Public Works Department, at (603) 448-3112.

EVALUATION

The Consultant Selection Committee will evaluate all the Statements of Qualifications to select a number of firms for further consideration. The Qualifications will be comparatively evaluated based upon the requirements stated in the body of this RFQ.

ALL QUALIFICATION STATEMENTS WILL BE CRITICALLY REVIEWED. THE CITY ENGINEER MAY DEEM A SUBMITTAL AS NON-RESPONSIVE IF A SUBMITTER FAILS TO INCLUDE ALL REQUIREMENTS LISTED HEREIN OR DOES NOT FULLY COMPLY WITH ALL GUIDELINES HEREIN STATED.

The selected firm will be invited by COL to enter into a General Engineering Services Agreement.

It should be noted that the consultant will be selected based on, a minimum, the following:

1. Demonstrated ability and prior experience of the firm and the personnel to be assigned to this project.
2. Clarity, creativity and thoroughness of the response.
3. Availability of consultant.
4. Experience in creatively designing site amenities, landscaping and walkways.
5. Experience developing construction specifications and RFP's for site development
6. Ability to work with citizen groups, municipal government and State agencies.
7. Proven record of successful completion of similar projects.
8. Demonstrated ability and prior experience in the firm developing projects State and Federally funded and familiarity with their guidelines.
9. Demonstrated ability and prior experience of the firm and personnel assigned to the project for Roadway Design and Bridge Design Projects to State standards and specifications.
10. Experience in developing construction specifications and RFP's for Roadway and Bridge projects.

The General Engineering Services Agreement does not necessarily restrict the COL to utilize the services of the successful consultant on all projects due to circumstances such as consultant availability, project scope, specialized needs, and etcetera.

The General Engineering Services Agreement will be valid for a period of two years; however, the City reserves the option to renew them periodically thereafter.

SERVICES

The following is a general framework of services that could be provided by the consultant. Yet, this framework shall not limit services. Instead, the scope of services will be tailored to the magnitude of each individual project, its budget, schedule and nature. The Consultant shall clearly specify which of the following services he is capable of providing.

- Planning, Preliminary Design and Final Construction Documents for Highway and Traffic Related Reconstruction and Rehabilitation projects;
- Planning, Preliminary Design and Final Construction Documents for Bridge and Culvert Replacement and Rehabilitation projects;
- Planning, Preliminary Design and Final Construction Documents for Utility Treatment/Collection/ Distribution Replacement and Rehabilitation projects;
- Planning, Preliminary Design and Final Construction Documents for Solid Waste projects;
- Planning, Preliminary Design and Final Construction Documents for Ancillary Highway Appurtenance projects including guardrail, signals, signs and pavement markings;
- Planning, Preliminary Design and Final Construction Documents for Building Replacements and Rehabilitation;
- Survey and Mapping projects including aerial photogrammetry, ground survey, GPS, Right-of-Way survey and mapping work and GIS work;
- Right-of-Way acquisition work;

- Hydraulic Analysis work, Slope Stabilization projects and Drainage Improvement projects;
- Construction Inspection and Construction Management;
- Other projects undertaken by the COL.

QUALIFICATION STATEMENT REQUIREMENTS

CONTACT INFORMATION

Please provide the following information:

- Name of Firm
- Contact Person (Name and Title)
- Address
- Telephone Number
- Fax Number
- Email Address.

GSA FORMS SF 330

The Candidates are required to provide the COL with up-to-date and complete General Services Administration (GSA) Forms SF330.

PERSONNEL COMMITMENT

Provide information regarding personnel commitment in the following order:

- a. A statement clearly indicating that your firm has the capacity to enter into the General Engineering Services Agreement.
- b. A statement on current workload and future workload. If applicable, workload shall be differentiated by firm wide versus the office where the work will be performed.
- c. Indicate the location of the office(s) where the work would be performed. List current or anticipated obligations, which will require professional or technical personnel commitments from the same office that will be utilized for this project. Indicate the size of these jobs and their aggregate personnel requirements.
- d. An estimate of the lead time required by your firm to respond to a Request for Proposal from COL.
- e. An organizational chart indicating the staff that may be assigned to the contract, their responsibilities and the office from which they will work. It is also requested that a primary contact be identified.
- f. Provide a disclosure indicating, by name, any principal or staff member presently employed by your firm who was employed by the City of Lebanon in the year prior to the date of this RFQ. This disclosure shall also include the individual's title and the Department within the City of Lebanon for whom the employee worked.

CAPABILITIES

The candidates will be judged partially on their ability to handle difficult types of projects. One subsection describing the firm's capabilities for any item, for which the firm chooses to provide Professional Services, shall be provided. Each paragraph should be labeled with the appropriate title as shown in the previously noted Professional Services listing. Note that funding for some projects may be from sources other than COL funds; experience with other funding sources should be described.

REFERENCES

The Candidates are required to provide five (5) references based on relevant past experience. Please state the following information for every reference listed.

- Firm Name
- Description of Project
- Contact Person (Name and Title)
- Address
- Telephone Number
- Fax Number
- Email Address

QUALITY ASSURANCE AND CONTROL

The Quality Control and Assurance of Professional Services are of importance to COL. The firm must address their approach to Quality Control and Assurance. A detailed discussion of the approach to be used should be included.

GENERAL INFORMATION

To be selected, the consultant needs to be licensed and authorized by the State of New Hampshire to practice Engineering.

Attached is a sample of a City of Lebanon "General Professional Services Agreement", which includes the Standard Insurance Requirements.

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made this _____ day of _____, 20_____
by and between the CITY OF LEBANON (hereinafter called "CITY") and _____,
whose mailing address is _____(hereinafter called "ENGINEER").

The CITY and ENGINEER in consideration of the mutual undertakings hereinafter set forth, agree as follows:

1. The Work:

The ENGINEER shall complete all of the Work required for _____
_____ as described in the Scope of Services Documents.

2. Agreement Documents:

This Agreement shall consist of the following documents:

- A. This Professional Services Agreement;
- B. Scope of Services Documents;
- C. Certificate of Insurance for Professional Liability.

In the event of a conflict in this Agreement, the City of Lebanon reserves the right to clarify any contractual relationship in writing with the concurrence of the ENGINEER, and such written clarification shall govern in case of conflict.

3. Time for Performance:

ENGINEER shall commence the Work upon receipt of the Purchase Order and complete the Work in compliance with the Scope of Services Documents.

4. Insurance:

The ENGINEER shall, at its expense, obtain and maintain insurance to protect itself from claims under workmen's compensation acts; claims or damages because of bodily injury including personal injury, sickness or disease, or death of any of its employees or of any person other than his employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by the negligent acts, errors or omissions of the ENGINEER. The ENGINEER shall provide insurance coverage with limits of liability as follows:

	<u>Limits</u>
Workmen’s Compensation	Per Statute
Employer’s Liability Insurance	\$1,000,000
Comprehensive General Liability*	
Personal Injury	All \$500,000 each
Bodily Injury	occurrence, \$1,000,000
Property Damage	in the aggregate
Comprehensive Automobile Liability*	
Bodily Injury	\$250,000 each person/\$500,000 each accident
Property Damage	\$100,000 per accident
*Plus Comprehensive Liability	\$5,000,000 in the aggregate
Umbrella Coverage	
Professional Liability	\$1,000,000 in the aggregate

The ENGINEER shall provide to the CITY prior to the start of Work a Certificate of Insurance for Professional Liability with the coverage and limits as indicated above.

5. Modifications: All changes in the Scope of Services requiring a revision in fee will be executed by Change Order. It is specifically understood that extensions in duration of construction directly affect the level of effort required for both Construction Administration and Resident Project Representation and shall be considered a modification of Scope of Services.

6. Payment: The CITY shall pay the ENGINEER _____ as provided in the ENGINEER’s Proposal for Engineering Services. Invoices are due in duplicate and payable monthly. Invoices are to be for the actual dollar value of the services provided, until final payment is made, at which time the balance of the payment due under this Contract will be made upon acceptance by the CITY.

7. Ownership of Documents: Written reports and drawings will be provided to the CITY in digital as well as printed format compatible with latest version of Microsoft Word. Survey data shall be tied to the State Plane Coordinate system NAD83 and provisions should be made for use of survey points during layout and construction. The vertical datum is to be provided in NAVD88 Datum. Maps and drawings will be submitted in digital format compatible with COL GIS program: ESRI Geo-data base or shape file format as well as DWG file format and PDF file format. Graphics will be provided in digital format compatible with the latest version of Power Point.

All data, including all plans and specifications prepared by the ENGINEER under this Agreement, together with all materials and data furnished to the ENGINEER by the CITY under the provisions of the Agreement shall be returned to the CITY upon completion of the term of the Agreement as being the property of the CITY. The Client shall not be limited in any way in its use

thereof at any time. If the ENGINEER shall desire later to use any of the data prepared by the ENGINEER in connection with this project, the ENGINEER shall first obtain the written approval of the Client. The ENGINEER does not warrant or represent that any such plans or specifications are suitable for use on any project other than this project; and any such reuse without such specific written authorization by the ENGINEER will be at the sole risk of the CITY, and the CITY shall indemnify and hold harmless the ENGINEER from all claims, losses and expenses arising out of any unauthorized reuse of said plans and specifications.

8. Termination of Agreement by the City: In the event the ENGINEER shall fail to perform as required under this agreement, the CITY shall then given notice to the ENGINEER in writing describing the default, the action to cure the default and the time within which the default is to be cured. If the ENGINEER does not cure the default within the time prescribed by the CITY, then the CITY shall have the right to terminate this Agreement by giving written notice to the ENGINEER of the termination and specifying the effective date. In the event of the termination, all finished or unfinished documents, data, programs and reports prepared by the ENGINEER shall, at the option of the CITY, become its property. If the agreement is terminated by the CITY, the ENGINEER will be paid an amount which bears the same ratio to the total compensation specified in the contract as the services rendered to the date of termination bear to the total services required by the contract, less payments previously made by the CITY.

9. Termination for Convenience: Either party may terminate the agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and materials as described in Paragraph 7 above shall, at the option of the CITY become its property. If the agreement is terminated as provided herein, the ENGINEER will be paid an amount which bears the same ratio to the total compensation specified in the contract as the services rendered to the date of termination bear to the total services required by the contract, less payments previously made by the CITY.

10. Indemnification: To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the CITY and its agents or employees, from and against all claims, damages, losses, expenses, actions or liabilities of every kind or character, either direct or indirect, at law or in equity, including but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement, regardless of negligence. None of the foregoing provisions shall deprive the CITY of any action, right or remedy otherwise available to it under law. In the event that the ENGINEER is requested but refuses to honor the indemnity obligations hereunder, then the ENGINEER shall, in addition to all other obligations, pay to the CITY the cost of bringing any action at law or in equity, including but not limited to attorney's fees, to enforce this indemnity.

The ENGINEER's obligation to indemnify as provided herein shall survive the termination or expiration of this Agreement, and said obligation of indemnification shall not be limited or diminished by the presence or absence of insurance required hereunder, or otherwise.

11. Arbitration: Any controversy arising out of or relating to this Agreement or the breach hereof shall be settled in the following manner:

First, the parties agree to attempt to resolve such disputes through direct negotiations between appropriate representatives of each party.

Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

Third, if any controversy arising out of or relating to this Agreement remains unresolved after the above steps, it shall be settled by arbitration. The parties shall select an arbitrator. The arbitrator shall adopt appropriate arbitration rules similar to the American Arbitration Association. The place of arbitration shall be in Lebanon, New Hampshire. The arbitration hearing shall be held within thirty (30) days after one party delivers the notice of arbitration to the other party. In the event the parties are unable to agree on the arbitrator, then application can be made to the Grafton County Superior Court under RSA Chapter 542. The arbitrator shall also have the power to determine the interpretation of any provision of the Agreement contained herein.

- 12. This is the entire Agreement between the parties, which shall not be changed or amended except by an instrument in writing signed by both parties.

DATED this _____ day of _____, 20_____.

CITY OF LEBANON

By: _____

Gregory D. Lewis
City Manager

ENGINEER

By: _____

Title: _____