

Town of North Hampton, New Hampshire
Request for Proposals
For
Clerk of the Works/Owner's Representative
New Construction Municipal Campus
Design-Build



The North Hampton Select Board is requesting proposals from qualified firms or individuals (independent consultants) for Clerk of the Works/Owner's Representative services, providing representation for the remaining portion of the design phase and on-site representation for the construction phase of the Safety Complex and Town Offices. The Clerk of the Works/Owner's Representative will be responsible for monitoring all phases of building design and construction (design review, structural, mechanical, electrical, finish carpentry, landscaping, material testing, etc.) Proposals shall be due to the Town of North Hampton, 233 Atlantic Avenue, North Hampton, NH 03862 or electronic to mtully@northhampton-nh.gov clearly labeled "Clerk of the Works/Owner's Representative Proposal", on or before 4 pm April 21, 2022

Copies of the request for proposals may be obtained, without charge, from the Town of North Hampton Town Offices at 233 Atlantic Avenue, North Hampton, NH 03862, telephone number (603)-964-8087, or on the Town's website using the following link: <https://www.northhampton-nh.gov/town-administrator/pages/requests-bids>

The Town of North Hampton reserves the right to negotiate a final fee and scope of services with any of the firms or individuals that submit a proposal. This solicitation is not a low bid process. The North Hampton Select Board shall ultimately select an individual or firm that best meets the needs of the Town based upon qualifications, references, scope of services offered, quality of proposal, and the negotiated fee.

The Town of North Hampton reserves the right to develop a short-list of firms who will then be given an opportunity to provide additional information and/or clarify aspects of their proposal as part of the selection process. The Town may also decline to select more than one finalist, at its sole discretion, as may be in the best interest of the Town.

Services provided by the successful applicant shall be rendered through a professional services contract. The Town will consider either a lump sum contract proposal or an hourly fee schedule with a not-to-exceed guarantee. The consultant shall be independent of the designer, general contractor, or any Town of North Hampton official involved with the project.

1. North Hampton Information

The Town of North Hampton is a community of approximately 4,500 residents located in Rockingham County with a total assessed value of \$1,200,000,000. The Town is an SB-2 form of Town Meeting which is governed by a three-member Select Board. The Town has an annual operating budget of \$7,694,313 not counting capital expenditures. Municipal functions include: Police, Fire, Highway, Recreation, Library, Planning, Building Inspection/Code Enforcement, Tax, Town Clerk, Finance, and Administration.

2. Project Information

In 2021, the Select Board presented voters with a proposal to design-build a Fire and Police complex as well as renovate an existing Town building for the future home of Town Offices at a cost of \$9.3 and \$1.3 million respectively. This proposal received support from the community which voted to appropriate the funds in the spring of 2022. Details about the proposed project can be found at:

<https://www.northhampton-nh.gov/town-administrator/pages/new-buildings-information-policefiretown-offices>

The Fire/Police facility will be constructed on the tract of land currently housing Fire and Police at 233/235 Atlantic Ave in North Hampton, New Hampshire. Temporary operating facilities will be leased or developed in order to temporarily house the departments during construction. This project is currently being designed and will be constructed during summer/fall 2022 and spring/summer/fall 2023. The RFP for the design build, as well as additional information can be found here:

<https://www.northhampton-nh.gov/town-administrator/pages/new-buildings-information-policefiretown-offices>

The Land

This lot, which has previously been utilized to house Fire/Police and Town Office services will be redeveloped to support the needs of emergency services for the next 50 to 70 years. The lot is mostly flat with little encroachment of wetlands. Development will include; the building, parking area, utilities, landscaping, septic system, and associated site improvements.

The Buildings

The Town Office building will house the following Town Departments; Town Clerk's Office (future), Planning & Zoning Office, Assessing/Building Inspection/Code Enforcement Office, Finance/Administration/Select Board Office. The building's primary function will be to serve the public. At this time, the facility will be staffed daily by Six (6) full-time employees and two (2) part-time employees.

The Fire/Police complex will serve as the permanent home of both departments. At this time the Fire Department is staffed with fourteen (14) full time employees and two (2) part time employees. The Police Department with twelve (12) full time employees and two (2) part time employees.

Request for Proposal Approximate Timeline

Request for Proposals Advertised – April 7, 2022

Deadline for Additional Questions/Information – April 21, 2022

Submittal Closing – April 21, 2022

Anticipated date for Board Review – April 25, 2022

Interview dates – May 2, 2022 – May 6, 2022

Candidate chosen/Negotiation Period May, 9 2022 – May 12, 2022

3. Minimum Qualifications, Knowledge, Skills, and Abilities

- Registered with the State of New Hampshire as an architect or professional engineer with five-years' experience in the construction and supervision of construction.
 - If not a registered architect or engineer, at least seven-years' experience
- Ability to constructively participate in conflict resolution.
- Ability to coordinate impromptu briefings and provide reports to visitors and Town Officials concerning the status of construction and ongoing activities.
- Ability to read and understand construction drawings, specifications and contracts.
- Ability to interpret the results of material testing and sampling.
- Ability to understand warranties and conditions which invalidate those warranties.
- Basic writing and computer skills.
- Broad general understanding of current construction practices, methods and materials.
- Broad knowledge of building codes along with the ability to successfully research specific building code questions.
- Excellent interpersonal communications skills.
- Familiarity with environmental laws and concerns.
- Familiarity with construction law and the avoidance of litigation.
- Familiarity with proper procedures for handling and storing hazardous materials.
- General knowledge of major building systems and how they work.
- Knowledge of construction site administration.
- Knowledge of techniques for construction scheduling.
- Knowledge of construction financing and accounting.
- General knowledge of construction site safety requirements.
- Ability and willingness to keep the owners informed about work progress, including unanticipated project events and the evaluation of contractor's proposals.
- Ability to assertively act on the owner's behalf when necessary.

- Ability to develop punch lists, monitor completion of punch list items and recommend certification of substantial completion.

4. References/Qualifications

Please provide the following:

- A list of three New Hampshire clients (public sector preferred) which the consultant has provided services over the past five years. Include the budget and scope of services for each project. Specifically, projects of a similar nature and include the full name, address, phone numbers, and a brief description of work performed for each reference
- A statement of qualifications and experience of any staff with on-site responsibilities for the services performed; including evidence of professional licenses and certifications for key staff relevant to building trades
- Please provide a sample contract/agreement for review.

5. Scope/Functions/Responsibilities

The Town of North Hampton desires a Clerk of the Works/Owner's Representative for the design and construction of a new Fire /Police complex and renovation of the new Town Office building. The consultant will be expected to perform the following activities:

- Develop a thorough familiarity with the purpose of the facility to be constructed, with the owner's requirements, with the design and with the contract documents.
- Maintain records of all correspondence concerning the project, contract documents, construction schedule, change orders, test results, permits, inspection reports, minutes or summaries of meetings, shop drawings, invoices, lien releases and any other applicable documentation.
- Attend all project meetings as the owner's representative. Submit written reports to the owner following each meeting.
- Monitor quality of construction with respect to conformance with the requirements of the contract documents. Immediately notify the owner and/or general contractor of any work which, in the opinion of the Clerk, is substandard or otherwise not in accordance with the contract documents. (Document with photographs, measurements, etc. as appropriate.)
- Maintain a log of all daily activities, weather conditions, visitors, inspectors, sub-contractors on site, nature and location of work performed.
- Receive and review all requests for payment from the general contractor. Make recommendations to the owner and architect concerning payment.
- Observe materials delivered to the site and used by the sub-contractors to ensure that materials used are those specified or approved substitutes, and that materials are in good condition and free of defects. Report problems to the owner and/or general contractor as soon as possible.

- Observe the quality and progress of construction to determine, in general, if work is proceeding in accordance with the contract documents and schedule. Assist the general contractor as may be necessary in understanding the intent of the contract documents.
- Be alert to any conditions which may lead to claims for damage.
- Monitor the proper storage of materials, including any local off-site storage. Report problems to the owner and/or general contractor. Notify the owner if, in the Clerk's opinion, any materials should be replaced due to improper storage. Document with photographs as necessary.
- Coordinate, schedule and direct the work of any materials testing contractors.
- Evaluate, log and make recommendations on requests for change orders.
- Immediately notify the owner and/or general contractor of any unsafe conditions observed; and then note corrective measures taken.
- Immediately notify the owner of any conditions which may delay completion of the project.
- Direct installation and inspection of owner furnished equipment, materials and work performed under separate contracts.
- Participate in final inspections and building systems start-up.
- Receive and review as-built drawings for transfer to the owner.
- Receive and review technical manuals, operator's manuals, manufacturer's instructions and similar documents for transfer to the owner's staff.
- Coordinate training of the owner's staff on equipment operations and maintenance as necessary.
- Receive and inventory keys, special tools, filters, spare parts and similar items for transfer to the owner's staff.
- Perform other related duties as necessary.

6. Work Schedule and Availability

The Town and the selected individual/firm will finalize the details of a work schedule in the contract. This project is currently being designed and will be constructed during summer/fall/2022 and spring/summer/fall/2023. The individual or firm must be available to serve for the duration of the project. Please provide an estimated weekly average number of hours to be worked during critical construction periods.

Please provide a statement of availability to take on this project; including current and anticipated project workload for the 2022/2023 construction season. Please attached any additional details regarding scheduling.

7. Additional Proposal Requirements

- Detailed description of services to be provided and methods of providing those services;
- A statement that clearly identifies any and all exclusions or limitations with regards to the services being offered, to include Town responsibilities and assumptions of duty;

- Certified statement that the firm/individual or any of its consultants are not debarred, suspended or otherwise prohibited from doing business by any federal, state or local governmental agency;
- Any additional information that will assist the Select Board in evaluating the firm or individual's capability to perform the proposed services.

8. Provided by the Town

- Office space, network access, printer, copier, etc. (if necessary)
- The Town Administrator will serve as Project Manager, reporting to the three-member Select Board
- The Town's Building Inspector will be available for consultation as-needed

9. Work Product

All information acquired by the vendor from the municipality or from others at the expense of the municipality in performance of the agreement shall be and remain the property of the municipality. All records, data files, computer records, worksheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the vendor for delivery to the municipality shall be and remain the property of the municipality. However, the vendor shall have no need to disclose its own software or business information but be responsible to provide the information in a readily read format such as Microsoft Office.

The vendor agrees that they will use this information only as required in the performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, nor copy, nor reproduce the same in any form, except pursuant to the sole written instructions of the Town. The vendor further agrees to return said information in whatever form it is maintained by the vendor.

10. Relationship of the Parties

The relationship between the vendor and the Town shall be that of an Independent Contractor. As such, the vendor shall hold the Town, its agents, servants and employees harmless, at the vendor's sole expense, to any liability or legal proceeding occurring as a result of the vendors' negligence or omissions, including costs of defense and reasonable attorney's fees.

11. Company Identity

Company Name _____

Mailing Address _____

City _____ **State** _____ **Zip** _____

Principal Place of Business (if different than above) _____

Phone _____ **E-Mail** _____

Contact Name _____

Contact Title _____

Authorization

Signature

Date _____

12. Company Summary

Please provide a company summary. Additional details may be attached.

13. Price

Please develop a proposal which meets the needs as outlined in the request. Additional details may be attached. Optional alternatives may also be proposed for consideration.

Proposed Contract Price: _____

14. Insurance

Please provide a comprehensive list of insurance coverages (to be converted into a certificate of insurance naming the Town of North Hampton as additional insured upon acceptance of proposal). Standard and preferred insurance limits can be found below.

The vendor agrees that it will carry any and all insurance which will protect it, the Town and its officials, agents, volunteers and employees from any and all claims and demands, costs, damages, loss of service or consortium, expenses, compensation and attorneys' fees including but not limited to any and all claims for personal injury and/or death, workers' compensation injuries, and property damages which may, in any way, arise from or out of the operations of the vendor whether such operations be performed by the vendor itself, anyone directly or indirectly employed by it or any other persons or company retained in any way to carry on all or portion of the operations, activities or work required by or related to the Contract. The vendor further agrees that the Town and its officials, agents, volunteers and employees shall be named as an additional insured in any and all such liability insurance policies required by the Town.

Prior to commencing work, the Contractor shall demonstrate that it carries a general liability policy with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as completed operations coverage, applicable to the work performed under this Contract and all liabilities as set forth above. The general liability policy must also contain contractual liability coverage applicable to the contractual indemnification obligation set forth below.

The vendor will furnish to the Town a Certificate of Insurance and an endorsement prior to executing the Contract or commencing work demonstrating that the Town and its officials, agents, volunteers and employees are named as an additional insured on the general liability and automobile liability insurance coverage on a primary and noncontributory basis.

The vendor shall provide proof of workers compensation insurance meeting State of New Hampshire required limits and providing employer's liability coverage.

The Town shall not be required to insure the vendor, any subcontractor or any professional service provider.

15. Indemnification

To the fullest extent permitted by law, vendor shall protect, indemnify, save, defend and hold harmless the Town, including its officials, agents, volunteers and employees ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, economic injury or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this

Contract or the activities of Contractor or its agents, employees, contractors or subcontractors, and even if caused in part by any negligent act or omission of Indemnified Parties.

In addition, and regardless of respective fault, vendor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that vendor's officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

The vendor's obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract.

The Town shall not be required to defend or indemnify the Contractor, any subcontractor or any professional service provider.

16. Termination/Resignation

Neither party shall be liable to the other or deemed to be in breach under the agreement for any failure to perform including, without limitation, a delay in rendering performance due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States, or the State of New Hampshire, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, shortages or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance will be extended automatically to the extent of such delays provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. It is agreed, however, that since the performance dates of this contract are important, continued failure to perform for periods aggregating sixty (60) or more days even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the municipality shall thereafter have the right to terminate this agreement in accordance with the provisions of the following paragraph.

Subject to the provisions of the above paragraph entitled "Force Majeure", if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Contractor violates any covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for twenty-one (21) business days after written notice of such failure or violation is received by the Contractor, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

All work shall be the property of the Municipality which shall own the data and all related information. In the event the Municipality terminates the Contract as indicated above or at the end of any annual term the Municipality does not renew the contract all finished and unfinished work product shall be transmitted to the Municipality. The Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services covered by the Contract, less payment of compensation previously made. Termination of the Contract or the retention of funds by the Municipality shall not preclude the Municipality or the vendor from bringing an action against either party for damages or exercising any other legal, equitable, or contractual rights by the Municipality or vendor may possess in the event of the vendors' failure to perform.

17. Misrepresentation or Default

The Municipality may void any and all contract(s) at any time if the vendor has materially misrepresented any offering or defaults on any contract with a New Hampshire municipality.

In the event that any Contract person or employee assigned to the Municipality of North Hampton is convicted of any act resulting in personal gain in the execution of services provided through this agreement, then the Municipality shall have no obligation of prior notice and may immediately terminate any and all Contracts.

18. Transfer/Assignment

The vendor shall not assign or in any way transfer any interest in this agreement without the prior written consent of the Town, provided however, that claims for money due or to become due to the vendor from the municipality hereunder may be assigned to a bank, trust company, or other financial institution without such consent, so long as notice of any such assignment is furnished promptly, any such assignment shall be expressly made subject to all defenses, set offs, or counterclaims which would have been available to the Town against the vendor in the absence of such assignment.

19. Services/Accommodations

The vendor agrees to provide all services, support, personnel, labor, personal materials and equipment to perform the services that are the subject of the RFP in compliance with NH state requirements.

20. General Information

The Town reserves the right to reject any or all proposals in the best interest of the Town, to waive informalities and technicalities and to accept the proposal that the Municipality deems to be in its best interest. Proposal price is an important consideration, but not the sole criteria to be considered. References and experience will be seriously considered. Any person or firm who submits a proposal shall assume all costs and expenses associated with the preparation and submission of that proposal. The Town of North Hampton shall not be liable for any costs associated with the submission of a proposal.

21. Additional Information/Addendums

All additional information and addendums will be posted on the Town of North Hampton's website <https://www.northhampton-nh.gov/town-administrator/pages/requests-bids>

Within the Clerk of the Works/Owner's Representative Request for Proposals, a firm can subscribe to updates to be notified regarding any additional information or addendums.