



TILTON-NORTHFIELD FIRE & EMS

Michael W. Sitar Jr., Chief

Michael J. Robinson, Deputy Chief

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REQUEST FOR QUALIFICATIONS/PROPOSALS

DESIGN-BUILD SERVICES for
THE PLANNING and CONSTRUCTION of a
FIRE STATION for the
TILTON-NORTHFIELD FIRE DISTRICT

1. INVITATION:

Tilton-Northfield Fire District (TNFD) is soliciting qualifications & cost proposals from firms interested in providing **Design-Build Services** relating to the planning and construction of a Fire Station to be located within the Fire District. The purpose of the RFQ/P process is to identify qualified firms to provide Design-Build Services as outlined in the Scope of Services described later in this document. The firm ultimately selected by TNFD will provide Design-Build Services for the pre-construction & construction phases of the project, as directed by TNFD.

2. PRE-PROPOSAL MEETING:

A mandatory pre-proposal meeting will be held on November 15, 2022, at 10 AM at the Park Street Fire Station at 149 Park Street, Northfield, NH. All questions shall be submitted in writing by November 22, 2022, to:

Kathy Tobine, TNFD Administrative Manager
12 Center St. Tilton, New Hampshire 03276
KTobine@tnfd.org

3. RESPONSES:

The response to this Request for Qualifications/Proposal (RFQ/P) shall be submitted in such form and quantity and at the location as is provided in this Request. The response must be submitted no later than December 2, 2022.

4. PROJECT DEFINITION / DESCRIPTION:

The Tilton-Northfield Fire District (TNFD) is a full-service combination department using an all-hazards approach to emergency response. Tilton and Northfield have a full-time population of 8,834, which increases to approximately 13,000 during the summer. The total area covered is 41 square miles. TNFD is a separate governmental entity and is legally categorized as a Special District by the State of New Hampshire. The District is governed by an open district meeting and an elected 3-member Board of Commissioners who appoint the fire chief who oversees the operation of the District. TNFD is also responsible for inspectional, code enforcement, and public education services within the District. The Tilton-Northfield Fire & EMS Department is comprised of 18 full-time firefighters, including the chief, one full-time civilian administrative manager, one part-time clerk, and has a 12-member paid Call Company. The on-duty personnel complement is one fire officer, one firefighter/paramedic, and two firefighter/advanced EMTs. The department responds from two stations to 2,000 calls for emergency service each year, and of that number, 70% is for calls of an EMS in nature. The Center Street Station, which is the headquarters and where the full-time members are stationed, houses one engine, one advanced life support (ALS) ambulance, a small boat, and a utility pickup. The Park Street Station houses the rest of the department's equipment; an engine, an ALS ambulance, tanker (water tender), ladder, heavy rescue, type VI brush unit, and an ATV. Call members respond from the Park Street Station.

The Tilton-Northfield Fire District is comprised of two separate municipalities, the Town of Tilton, and the Town of Northfield. The Winnepesaukee River divides the towns. Both towns are governed by an open town meeting with an elected board of selectmen who appoint a town administrator to oversee day-to-day operations. Tilton has a mix of commercial properties concentrating primarily on retail sales. Tilton also has residential and some farming. Commercial properties comprise 67% of Tilton's tax base. Northfield is mainly a residential community with some farming, commercial and small manufacturing facilities. Northfield's tax base is mostly from residential properties at 90%.

The Town of Northfield was incorporated in 1780 and has a population of 4,872 people. The Town contains 29 square miles. Interstate Route 93(I-93) runs through the community and has Exit 19 within its borders. New Hampshire State Routes 132 and 140 also run through the community. Northfield has no Main Street but does have a Village District. Northfield's Village District is contiguous to Tilton's Village District which is only separated by the Winnepesaukee River. The two village districts are attached by two bridges over the river. The Park Street Bridge, also Route 132, and the Cannon Bridge. A third bridge connects the two towns on Tilton Road, which is also Route 140.

The Town of Tilton was incorporated in 1869. Tilton's population is 3,962 and has an area of 12 square miles. Tilton is bisected by I-93 and has US Route 3 running through it as Main Street. Tilton is also serviced by NH State Routes. 132 and 140.

The intersection of these routes is also the location of Exit 20 from I-93 and is the location of the commercial district, which is comprised of an outlet mall, large box stores, auto dealerships, and many chain restaurants. The Village District is located 1.3 miles to the west on Main Street from I-93. Tilton's Village District is comprised of many type-3 two and three-story structures with commercial space on the first floor and residential apartments on the upper floors. Tilton borders Franklin to the west, Sanbornton to the north and east, and has three bodies of water that form the southern border of the Town: Winnisquam Lake, Silver Lake, and the Winnepesaukee River. The river forms a valley with Tilton on the northern slope and Northfield on the southern slope.

The selected firm will be required to provide Design-Build Services during the Preliminary Design Phase resulting in Design-Builder's Proposal with a Contract Sum based on Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price (GMP). The GMP will be used to develop a warrant article to present to voters in March 2024.

Following a successful bond vote, it is the intent of TNFD to execute a Design-Build Amendment to continue with Construction Documents and Construction under the Design-Build contract. The selected firm will be required to complete the contract work, as well as manage of all phases of construction (including procurement of all related subcontracts necessary to construct the building, but excluding those identified as Fixtures, Furniture and Equipment (FF&E) cost items – work to be done by TNFD's vendors).

The above description is preliminary. The scope and phasing of the project may be subject to change as the preliminary design develops.

5. DESIGN-BUILD SCOPE OF SERVICES:

The following is an overview of the services that will be included in the contract to be negotiated between TNFD and the selected Design-Builder Firm. The final Scope of Services, together with the Design-Builder fee, will be included in the final executed Agreement. TNFD proposes to use the AIA Document A141-2014 contract format to be provided by the Design-Builder for the project.

The Design-Builder shall be expected to perform all professional services consistent with the industry-accepted roles of a Design-Builder. In general they shall include, but not necessarily be limited to:

WORK PRIOR TO THE EXECUTION OF THE DESIGN-BUILD AMENDMENT

General

- Review all existing data and previous studies.
- Advise TNFD on proposed site use and improvements, selection of

materials, and building systems and equipment.

- Provide TNFD with recommendations, consistent with TNFD's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

Evaluation of TNFD's Criteria:

- Schedule and conduct meetings with TNFD and any other necessary individuals or entities to discuss and review TNFD's Criteria.
- Meet with TNFD to discuss a preliminary evaluation of TNFD's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.
- Provide a written report to TNFD, summarizing the Design-Builder's evaluation of TNFD's Criteria.

Preliminary Design:

- Perform a Space Needs Study, including Three (3) meetings with TNFD staff.
- Attend Five (5) meetings with the Building Committee.
- Attend Two (2) meetings with the Commissioners.
- Prepare PowerPoint presentations for public meetings
- Attend Five (5) public information meetings/presentations, including Bond Hearing and Annual District Meeting.
- Provide cost estimates during design development.
- Confirmation of the allocations of program functions;
- Site plan;
- Building plans, sections and elevations
- Structural system.
- Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems.
- Outline specifications or sufficient drawing notes describing construction materials.

- Provide Design-Builder Proposal based on Cost of the Work plus Design-builder Fee with a Guaranteed Maximum Price.

WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

Construction Documents:

- Prepare Construction Documents consistent with the Design-Build Documents.
- Construction Documents shall establish the quality levels of materials and systems required.
- All agreements and construction documents arising from this RFP/Q shall contain indemnification language identical or similar to that attached hereto as Exhibit A.

Insurance:

During the term of the Contract and any extension, Contractor must maintain the following insurance and bonds:

- General liability coverage with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as completed operations coverage applicable to the work performed under this Contract. The general liability policy must also contain contractual liability coverage applicable to the contractual indemnification obligation set forth in this Contract;
- Commercial automobile liability coverage of \$1,000,000 (each accident);
- Umbrella liability coverage of \$5,000,000;
- Errors and omissions coverage with limits of at least \$1,000,000 per claim or occurrence and \$2,000,000 aggregate;
- Workers' compensation coverage meeting State of New Hampshire required limits and providing employer's liability coverage;
- Builder's risk coverage applicable to the project with coverage limits at completed value and shall name Tilton-Northfield Fire District (TNFD) as loss payee;
- Performance and payment bond at project's completed value.

Prior to the Contract becoming effective and upon TNFD's request thereafter, the Contractor must furnish to TNFD a certificate of insurance proving it carries the insurance described above. The certificate must indicate that TNFD and its officials, agents, volunteers, members, and employees are named an additional insured on the general liability, automobile liability and umbrella liability policies on a primary and noncontributory basis. If the Contractor's liability policies require endorsement(s) to effectuate additional insured status, then the Contractor must provide the endorsement(s) to TNFD prior to the Contract becoming effective and upon TNFD's request thereafter.

To the extent the Contractor utilizes the services of an architect, engineer, surveyor, or other industry professional, all such professionals, in addition to the general and automobile liability coverages described above, shall carry professional liability insurance with minimum limits of \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. Such professionals must name TNFD and its officials, agents, volunteers, members, and employees as an additional insured on the general and automobile liability coverages by certificate and amendatory endorsement.

TNFD shall not be required to insure the Contractor, any subcontractor, or any professional service provider.

Construction:

- Coordinate all work with TNFD’s representative.
- Supervise and direct the Work, using the Design-Builder’s best skill and attention.
- Be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract.
- Assume charge of, and responsibility for, all Project construction scheduling, including but not limited to, all construction activities as well as integrating the schedules related to work provided by TNFD’s vendors/subcontractors.
- Management of all construction Sub-bidding, including the pre-ordering of long lead items. The Design-Builder shall be responsible for all construction trade subcontracts with the exception of those required by TNFD’s vendors.
- Construction phase management, coordination, inspection, supervision, safety and quality control services.
- Construction phase permitting, records and accounting.

6. SUBMITTAL CONTENT / CRITERIA FOR SELECTION:

The purpose of this process is to identify qualified firms that are the most capable of providing the described services. The following criteria will be used to assess the candidate’s qualifications for this project. Please submit responses, with lettered tabs, corresponding to the following:

- a) Design-Build Services philosophy and approach to construction in general.
- b) Prior Design-Build Services experience with fire station projects of similar scale and complexity. Include experience with your proposed Architect/Design Team.

- c) Clear understanding of the functional and operational aspects of a modern-day fire station facility.
- d) Professional qualifications of individuals assigned to the Project (primarily project manager and jobsite superintendent). Include qualifications of your proposed Architect/Design Team.
- e) History of effective schedule and budget management for projects of similar scale and complexity.
- f) Five (5) municipal references that the Design-Builder has worked with in the last five years.
- g) Lump Sum Fee for Work Prior to the Execution of the Design-Build Amendment. See Section 5 for Scope and Section 9 for submittal requirements.
- h) Design-Build Fee (expressed as a percentage of construction cost) for Work Following the Execution of the Design-Build Amendment. See Section 5 for Scope and Section 9 for submittal requirements.

7. PROCESS for SELECTION:

As part of the process for identifying qualified firms that are the most capable of providing the described services.

- A. TNFD retains the right to waive any informality, to reject any or all Proposals, or to accept any Proposal it may determine to be in the best interest of TNFD. The Design-Builder RFQ/P Selection Process, and Schedule as outlined herein shall be considered subject to change as required by TNFD.
- B. It is the intent of TNFD to review all submissions and create a short-list of candidates to interview based on the qualifications submitted. Subsequent to these interviews, the candidates will be ranked based on the criteria outlined in Section 6 using the following ranking system:

a) Design-Build Philosophy and Approach	10%
b) Prior Design-Build Experience	5%
c) Fire Station Function Understanding	20%
d) Construction Staff Qualifications	10%
d) Architect Qualifications	20%
e) Schedule And Budget Management	10%
f) Municipal References	5%
g) Lump Sum Fee	5%
h) Design-Build Fee	5%
i) Interview	10%

- C. TNFD will then select a Design-Builder to enter into an agreement with. If an agreement cannot be reached with TNFD's first choice, they will proceed to the next highest scoring candidate until an agreement can be reached.
- D. It is the intent of TNFD, following a satisfactory Preliminary Design contract execution with the selected Design-Builder, to award the contract for construction to the Design-Builder that provided those services, pending approval of project funding at TNFD meeting in March of 2024.

8. CONTRACT:

TNFD may at any time terminate the services and/or contract with the Design-Builder for TNFD's convenience and without cause. In case of such termination for TNFD's convenience, the Design-Builder shall be entitled to receive payment from TNFD, limited to actual documented expenses of the Design-Builder as of such date of termination.

TNFD is an equal opportunity employer. Qualified proposals will receive consideration without regard to race, color, religion, creed, age, gender or national origin.

9. SUBMITTAL REQUIREMENTS:

Submittal Documents – Format

Follow these instructions carefully:

One (1) electronic copy (pdf format) of the Qualifications Submittal, including attachments.

One (1) hard copy of the Fee Proposal.

The electronic copy must be clearly labeled in the subject line with the Respondent's name and the project identification, "Request for Qualifications/Proposal for Design-Build Services for the Planning and Construction of a Fire Station for the Tilton-Northfield Fire District".

A separate hard copy should be provided for the Fee Proposal in a sealed envelope labeled "Fee Proposal for Design-Build Services for the Planning and Construction of a Fire Station for the Tilton-Northfield Fire District".

Submittals shall be delivered to the following addressee on or before 4 PM on December 9, 2022.

Kathy Tobine, TNFD Administrative Manager
12 Center St. Tilton, New Hampshire 03276
KTobine@tnfd.org

Proposals must be received by the time specified at the address listed above. Any proposals received after the deadline will not be considered.

Faxed proposals will not be accepted.

Submittal Content: Each Submittal shall be organized in the following order:

Cover Page:

- The title, "Request for Qualifications/Proposal for Design-Build Services for the Planning and Construction of a Fire Station for the Tilton-Northfield Fire District.
- The name of the Respondent, and
- The Submittal date.

Transmittal Letter:

- Include a short Transmittal Letter. Proposals must be signed by a principal member of the proposing company capable of binding the company. Included with the signature should be the principal's written name, title, address, email, and telephone number.

Proposal Content:

- The proposal content shall correspond to Section 6 above under Submittal Content / Criteria for Selection.

Fee Proposal: (to be submitted in a separate envelope)

- Lump Sum Fee for Work prior to the execution of Design-Build Amendment (See Section 5 for scope).
- Design-Build Fee (expressed as a percentage of construction cost) for Work following the execution of the Design-Build Amendment for both the base contract and TNFD authorized changes.

10. RESERVATION OF RIGHTS

- A. TNFD reserves the right to reject all firms, decline to proceed with selection of any candidates, to request additional qualifications, and to make inquiries as may be necessary to verify qualifications.
- B. Nothing in this document shall require TNFD to proceed with Design and/or Construction services.
- C. Costs incurred for preparation of a Proposal in response to this RFQ/P shall be the sole responsibility of the firm submitting the proposal.

11. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS and INFORMATION

- A. TNFD reserves the sole right to (1) evaluate the qualifications submitted; (2) waive any irregularities therein; (3) reject any or all Respondents submitting qualifications, should it be deemed in TNFD's best interest to do so.
- B. The following documents are available from previous studies and can be found on TNFD's website: www.TNFD.org
 - Survey of Park Street Property
 - Phase 1 Park St Property Environmental Study
 - Geotechnical Study
 - Park Street Station Engineering Report
 - Single Station Space Needs
 - Fire Station Committee Report
 - Facilities Committee Report

Appendix A

Indemnification:

Contractor shall defend and indemnify TNFD, including its officials, employees, volunteers, members, and agents (“Indemnified Parties”), from and against all liabilities, claims, demands, losses, suits, causes of action, proceedings, damages, penalties, interest, attorneys fees, costs and expenses, imposed upon, incurred or asserted against the Indemnified Parties arising directly or indirectly, in whole or in part, out of the acts, omissions, material breach of contract, negligence or willful misconduct of the Contractor, its officers, employees, agents, subcontractors or anyone the Contractor engages in connection with (i) this Contract or (ii) the project, including the construction of the project and the maintenance, repair and replacement of any improvements which the Contractor is required to undertake pursuant to this Contract or any permit or approval, whether or not any Indemnified Parties were in part negligent, provided that such indemnification shall not apply to any actions or claims brought as a result of any material breach of this Contract, willful misconduct or fraudulent action of the Indemnified Parties.

In case any claim or demand is at any time made, or action or proceeding is brought, against or otherwise involving an Indemnified Party in respect of which indemnity may be sought hereunder, the person seeking indemnity shall promptly give notice of that action or proceeding to the Contractor, and the Contractor upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding with legal counsel acceptable to Indemnified Party.

In addition, and regardless of respective fault, the Contractor shall defend and indemnify the Indemnified Parties, including its officials, agents, volunteers, members, and employees against any costs, expenses and liabilities arising out of a claim, charge or determination that Contractor’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 Contractor’s obligations to defend and indemnify the Indemnified Parties shall survive the termination or expiration of this Contract.

The Indemnified Parties are not required to defend or indemnify the Contractor, any subcontractor, or any professional service provider.
