

New Hampshire Department of Transportation

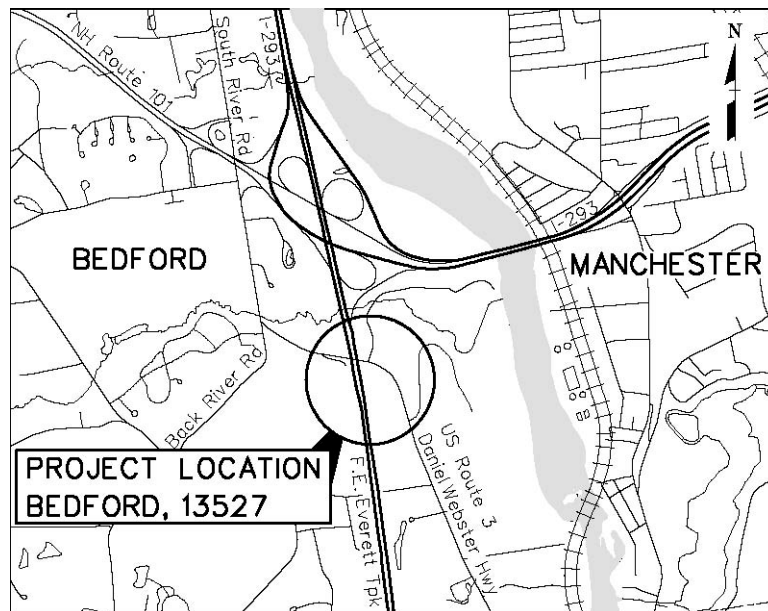


Draft

# Request for Proposal (RFP)

## Design-Build Project BEDFORD 13527

US Route 3 over F.E. Everett Turnpike  
Bridge Replacement and Roadway Reconstruction



**January 27, 2011**

## Draft Request for Proposal (RFP)

### Project Requirements

#### 1. General Information

##### 1.1 Issuance of RFP

This Request for Proposal (RFP) issued by the New Hampshire Department of Transportation (NHDOT or the Department) constitutes a request for short-listed Design-Build Teams (Bidders) to submit Proposals to design and construct the Bedford 13527 Design-Build Project (the Project).

##### 1.2 Procurement Overview

###### 1.2.1 Procurement Process

The Department is using a two-step process to select a Design-Builder to deliver the Project. For the first step, a shortlist of eligible Bidders was determined based on the Statements of Qualifications (SOQs) the Department received in response to its Request for Qualifications (RFQ) dated September 23, 2010. This RFP is issued as the second step of the procurement process. The Department will accept Proposals only from Bidders who have been advised by email that they have been shortlisted.

The Department intends to award a Lump Sum Price Design-Build Contract to the responsive and responsible Bidder offering a Proposal that is determined by the Department to provide the Best Value. The Department reserves the right to reject any or all Proposals.

###### 1.2.2 Draft RFP

The Department will first issue a Draft RFP to solicit questions and feedback from Bidders. The intent of this process is to both enhance the Bidders' understanding of the Project and the RFP, and to improve the RFP itself based on the input received.

When reviewing the Draft RFP, Bidders should consider the following:

1. Does the schedule for the procurement process provided in the Procurement Schedule provide sufficient time to maximize opportunities to meet or exceed the overall Project Requirements and Goals?
2. Do the Project Requirements provide sufficient definition, or would it be beneficial for the Department to provide additional detail on what is required?

When reflecting upon these questions, Bidders should note that this RFP has been designed to provide flexibility to Bidders with respect to design concept, schedule and phasing, and stakeholder coordination. The design and construction criteria contained herein have not been fully detailed so that the Bidders are encouraged to develop innovative solutions to achieve the Project Goals.

### 1.2.3 Final RFP

Based on the comments and questions received during the review period, the Department may modify the RFP as it deems appropriate and will issue a final RFP by the date specified in the Procurement Schedule in Section 1.5.

### 1.2.4 Technical Proposal Package and Price Proposal Package

Bidders shall submit their Technical Proposal Package, Proposal Guaranty Package, and Price Proposal Package by the time and date specified in the Procurement Schedule in Section 1.5.

### 1.2.5 Alternative Technical Concepts (ATCs)

The Department will consider Alternative Technical Concepts (ATCs) submitted by Bidders in accordance with the process set forth in the NHDOT Division 100 - General Provisions for Design-Build Projects. Bidders shall identify in their Technical Proposal any approved ATCs incorporated therein, and include the Approved Response Summary for ATC #\_\_ forms with the Technical Proposal Package as identified in the NHDOT Division 100 - General Provisions for Design-Build Projects.

### 1.2.6 Pre-Proposal Meeting

The Department will hold a **MANDATORY** Pre-Proposal meeting of all Bidders on the date set forth in the Procurement Schedule in Section 1.5 at the following location:

**New Hampshire Department of Transportation  
John O. Morton Building 7 Hazen Drive  
Concord, NH 03302-0483  
Main Lobby Conference Room 114**

The meeting will commence at 1:00 P.M., prevailing local time. Bidders are required to have a representative at the Pre-Proposal meeting in order for their Proposal to be considered. The purpose of this informational meeting is to review the; Draft RFP, Division 100 – General Provisions for Design-Build Projects, RFP Documents, Draft Contract, and other information provided to the Bidders by the Department.

### 1.2.7 Proprietary Meetings

NHDOT will invite each Bidder to participate in a Proprietary Meeting with the Department and its representatives or consultants, with the anticipated dates for such meetings set forth in the Procurement Schedule. Each meeting would be private, in that only one Bidder's Team would meet with NHDOT at a time, and is expected to last no longer than two hours per Bidder. Bidders are not required to accept an invitation to a Proprietary Meeting.

The purpose of the Proprietary Meetings is to give each Bidder, in a confidential setting, an opportunity to ask questions and discuss concerns related to the Project, details of the Project scope, and administrative procedures. The meetings are also intended to enable the Department's staff to express, among other things, whether the Bidder is pursuing an approach that will not meet the RFP Documents or is otherwise unacceptable to the Department. At least

five (5) working days before each meeting the Bidder shall submit via email the names and functions of each of its attendees and the issues and general questions to be addressed.

The Bidder shall prepare summary minutes of such meetings and, within three (3) business days of the meeting, by 4:00 P.M., prevailing local time, furnish the minutes in Microsoft Word (97-2003) format, for review and concurrence by the Department. The minutes shall be submitted electronically to the Department's Point of Contact (POC). Respondents shall mark summary minutes "Proprietary and Confidential". NHDOT will review the notes within three (3) business days. The Department reserves the right to edit and return such meeting minutes to the Bidder to reflect NHDOT's understanding of the meeting. Because of the proprietary nature of these meetings, neither the agenda nor the minutes will be disclosed until after the award of the Design-Build Contract and confirmation of the legal requirements pertaining to release of the same. The Department will not respond if meeting minutes are not provided in accordance with the aforementioned time frame.

While the discussions in these Proprietary meetings are intended to be confidential, nothing shall preclude NHDOT from exercising any rights that it may have under this RFP, including the right to issue a clarification or revision of the RFP, or an Addendum, as a result of what is discussed in such meetings.

Nothing herein shall be construed to preclude the Department from speaking with any Bidder at any time prior to the opening of the Price Proposals, and NHDOT expressly reserves all such rights to do so.

### **1.3 Project Description and Goals**

The Project involves the replacement of the bridge carrying US Route 3 over the F.E. Everett Turnpike in Bedford, NH with associated roadway approaches, traffic signals, and other ancillary work. It also includes the removal of the existing bridge.

The Department's primary goals for the Project include the following:

1. Provide a high quality, aesthetically pleasing, durable, and maintainable Project.
2. Deliver a cost-effective Project.
3. Minimize impacts to traffic, local businesses, and the community during construction that is safe and consistent with standards.

### **1.4 Contract Time**

#### **1.4.1 Contract Completion Date**

All Work, excluding warranty work, required by the Contract must be complete by no later than December 31, 2013. Liquidated Damages will be assessed in accordance with Section 108.09 of the NHDOT Division 100 - General Provisions for Design-Build Projects for each Calendar Day that the Work is extended beyond the Completion Date.

If an earlier Completion Date is identified in the Proposal, and accepted by the Department, then the earlier Completion Date shall become the baseline completion date and shall be incorporated into the Design-Build Contract.

**1.4.2 Work Days**

The Design-Builder’s working days are described in Section 101.128 of the NHDOT Division 100 - General Provisions for Design-Build Projects for this contract.

**1.5 Procurement Schedule**

Though subject to change, the Department anticipates following the schedule below. Bidders are cautioned that this schedule is subject to change and the Bidder should not rely upon it to determine, for example, when actual construction may commence.

<b>Milestone</b>	<b>Date</b>
<b>NHDOT Issues Draft RFP</b>	<b>Thursday, January 27, 2011</b>
<b>Mandatory Preproposal Meeting</b>	<b>Tuesday, February 1, 2011</b>
<b>Deadline for Bidders to Submit Draft RFP Comments</b>	<b>Thursday, February 10, 2011</b>
<b>NHDOT Issues Responses to RFP Comments and Issues Final RFP</b>	<b>Thursday, February 17, 2011</b>
<b>Confidential Proprietary Meetings</b>	<b>Thursday, March 3, 2011</b>
<b>Deadline for Bidders to Submit ATC Proposals</b>	<b>Thursday, March 17, 2011</b>
<b>NHDOT Issues Responses to ATC Proposals</b>	<b>Thursday, March 24, 2011</b>
<b>Deadline for Bidders to Submit Technical and Price Proposal Packages</b>	<b>Thursday, April 28, 2011, 4:00 PM</b>
<b>Deadline for Bidders to Submit Cure for Technical Non-Responsiveness (if applicable)</b>	<b>Thursday, May 5, 2011, 4:00 PM</b>
<b>Price Proposal Opening, Best Value Determined</b>	<b>Thursday, June 9, 2011</b>
<b>NHDOT Issues Letter of Intent to Award</b>	<b>Thursday, June 23, 2011</b>
<b>Contract Award to Design-Builder</b>	<b>August 2011</b>
<b>Design-Builder Completes Construction</b>	<b>December 2013</b>

Follow-up clarification requests to any Department-issued material must be submitted within two (2) Days by the Bidder’s designated point-of-contact (only) and submitted to the Department’s designated point of contact (only) via email (only). All follow-up clarification requests must be specific as to what it is about the Department’s response that is confusing or unclear. No new questions may be asked. The Department will issue clarification responses within three (3) Days after receipt of all follow-up clarification requests.

If any dates are changed, the Department will notify the Bidders in advance, by email.

**1.6 Relationship of RFQ to RFP**

Bidders are advised that the RFP may contain criteria not identified in the RFQ or different from what was identified in the RFQ. In the event of any conflict between the RFQ and the RFP, the RFP shall govern.

Bidders are reminded that the evaluation process under this RFP constitutes a new and different evaluation from that conducted under the RFQ, requiring the resubmittal of some information provided in the SOQ. Any changes to the Bidder's organizational structure, Key Personnel submitted in the SOQ, are subject to Section 8.3.

Any other changes to information submitted as part of the SOQ shall be identified and submitted with and included in the Bidder's technical proposal.

### **1.7 Proposal Payment (Stipend)**

Each unsuccessful Bidder that submits a responsive Proposal will be entitled to receive a stipend of **\$25,000** pursuant to Section 103.05.2 of the NHDOT Division 100 - General Provisions for Design-Build Projects and the terms of the attached Proposal Payment Agreement.

### **1.8 Department Representative**

The NHDOT Representative and sole point of contact for this RFP is:

**Alex Vogt (avogt@dot.state.nh.us)**  
**New Hampshire Department of Transportation**  
**John O. Morton Building**  
**PO Box 483 | 7 Hazen Drive**  
**Concord, NH 03302-0483**

This representative is the sole Department contact person and addressee for clarification requests, ATC submittals, and all other communications about the Project and RFP, the only exception being the submission of the Technical Proposal and Price Proposal. ANY attempt to contact or discuss ANY element of this RFP by ANYONE on the Bidder's Team with ANYONE at NHDOT may disqualify the short-listed Bidder from submitting a Proposal. The NHDOT Representative may be changed by written notice from the Department.

### **1.9 Insurance**

Insurance requirements for the Project are set forth in Section 107.11 of the NHDOT Division 100 - General Provisions for Design-Build Projects.

Insurance certificates shall be submitted prior to Contract Execution.

### **1.10 Civil Rights Contract Compliance Review**

The scope of this Project in its entirety may undergo a full contract compliance review. The Technical Proposal shall identify the Civil Rights Compliance Manager and describe his or her experience, qualifications, and responsibilities.

### **1.11 Quality Control/Quality Assurance**

The Department will be providing Acceptance testing during construction for this project. The Design-Builder shall ensure that all Quality Control (QC) testing equipment is certified as specified by the Department. All other provisions of quality control and quality assurance are as specified in the NHDOT Division 100 - General Provisions for Design-Build Projects.

### **1.12 On the Job Training (OJT)**

There are NO OJT requirements for this Project.

### **1.13 Disadvantaged Business Enterprise (DBE)**

There are NO DBE participation goals for this Project but the Department encourages the use of DBE's in the completion of the project.

### **1.14 Wage Rates**

Federal wage rates DO NOT apply on this Project and will not be provided to the Bidders.

### **1.15 Non-Bid Items**

The Department has established two non-bid items that will be listed by NHDOT on the Design-Build Contract and will be added by the Department to the Lump Sum Bid Price of the Design-Builder to arrive at a total contract amount. These non-bid items are:

- A. An allowance for the QC/QA Pay Adjustments per the NHDOT Standard Specification Section 520.5.9 for concrete in the bridge deck and approach slabs only. This non-bid item does not include payment for the actual concrete bridge deck or approach slab construction. Those costs are included in the Bidder's lump sum bid price. Because the Bidder will not be providing quantities of concrete or costs for these (or any other) items, except as otherwise indicated, the Department has established a unit cost of the concrete in these items for the sole and expressed purpose of providing QC/QA Pay Adjustments at \$350.00/CY. The provisions in Section 520.5.9 will apply for the pay adjustment factor based on the \$350.00/CY unit cost regardless of the Bidder's proposed or actual cost of concrete in the bridge deck and approach slabs. The quantities used for the pay adjustments shall be based on actual, in-place quantities.
- B. An allowance for Right-of-Way costs that will be paid to the Design-Builder as reimbursement for settlements to property owners upon successful negotiations by the Design-Builder for property rights in accordance with this RFP, the RFP document, and the NHDOT Division 100 General Provisions for Design-Build Projects.

**2. PROPOSAL SUBMISSION REQUIREMENTS**

**2.1 Submission of Proposals**

**2.1.1 Time and Location**

Technical Proposal Packages, Price Proposal Packages, and Proposal Guaranty Packages, must be received no later than the time and date specified in the Procurement Schedule. The Bidder must deliver its Technical Proposal Package, Price Proposal Package, and Proposal Guaranty Package to:

Address for U.S. mail, hand, overnight, or courier delivery:

**Craig A. Green, PE - Assistant Director of Project Development  
New Hampshire Department of Transportation  
John O. Morton Building  
PO Box 483 | 7 Hazen Drive  
Concord, NH 03302-0483**

**2.1.2 Technical Proposal Package**

The Technical Proposal Package shall be submitted in a separate container clearly marked as follows:

Bidder's Name  
**Technical Proposal**  
Bedford 13527, Design-Build Project  
Container \_\_\_ of \_\_\_

**2.1.3 Price Proposal Package**

The Price Proposal Package must be submitted on the forms supplied by the Department and must be delivered in a sealed envelope capable of holding 8 1/2" x 11" documents without folding and clearly marked as follows:

Bidder's Name  
**Price Proposal**  
Bedford 13527, Design-Build Project  
Container \_\_\_ of \_\_\_

**2.1.4 Proposal Guaranty Package**

The Proposal Guaranty Package must be delivered separately in a sealed business-sized envelope, such that it can be opened without opening the Price Proposal Package, and clearly marked as follows:

Bidder's Name  
**Proposal Guaranty**  
Bedford 13527, Design-Build Project



Container \_\_\_\_ of \_\_\_\_

## 2.2 Proposal Content Requirements

Bidders shall provide responses to all information requested in this RFP. Failure to respond or failure to provide requested information may result in a determination by the Department, at its sole discretion, that a Proposal is non-responsive and the Department shall have no obligation to compensate any unsuccessful Bidder for its efforts in preparing a Proposal.

### 2.2.1 Number of Copies

Bidders shall provide:

1. Three (3) original copies of the Technical Proposal Submission Form (Form A), bearing original signatures in blue ink;
2. One (1) each of the letter(s) approving changes in Bidder's organization (if applicable);
3. One (1) original of the Proposal Guaranty (Form C), separately sealed;
4. One (1) original of the Price Proposal (Form D);
5. Twelve (12) sequentially numbered copies of the Technical Proposal including 11" x 17" plans, each of which will also include one (1) copy of each of the following:
  - a. Approved Response Summary for ATC #\_\_ Form, separately indexed
  - b. Integrated Design & Construction Schedule, separately indexed;
  - c. Design Quality Management Plan (DQMP) outline, separately indexed;
  - d. Construction Quality Management Plan (CQMP) outline, separately indexed.
6. Each copy of the Technical Proposal, exclusive of the 11" x 17" plans, shall be bound or contained in a single volume. **Three ring binders are not permissible.**
7. The Technical Proposal shall be **separated by numbered tabs with Sections** corresponding to the order set forth in this RFP. Tab sheets shall not contain project-specific information, or they will be counted against the page limit.
8. The Technical Proposal shall be no more than seventy five (75) pages of information, inclusive of the cover letter, charts, schedules, exhibits, forms, plans and other illustrative and graphical information with all pages sequentially numbered. Any Technical Proposal exceeding 75 pages of

information will be considered non-responsive, eliminated from further consideration and returned to the Bidder.

9. The Technical Proposal shall be printed single sided.
10. All printing, except for the front cover of the Technical Proposal, charts, schedules, exhibits, plans and other illustrative and graphical information and any appendices, must be Times New Roman, with a font of 12-point, a minimum of single line spacing, and minimum margins of 3/4".
11. Include page number references in the lower right hand corner.
12. Except for charts, schedules, exhibits, and other illustrative and graphical information, all information shall be prepared on 8.5" x 11" white paper.
13. Charts, schedules, exhibits and other illustrative and graphical information may be on 11" x 17" paper, but must be folded to 8.5" x 11".
14. Plan sheets and drawings are to be drawn to an identifiable scale and submitted on 11" x 17" paper and bound as a single plan set.
15. One (1) CD-ROM containing an electronic copy of the Technical Proposal and the 11" x 17" plan set in Adobe Acrobat PDF format.

### **3. PROPOSAL EVALUATION PROCESS**

The Department intends to select the Bidder that offers the overall Best Value to the Department and the State of New Hampshire, considering both price and technical factors. The intent of the Department in this evaluation process is to create a fair and uniform basis for the evaluation of the Proposals in accordance with State and Federal Regulations governing this procurement as described in the evaluation process.

NHDOT will evaluate the Proposal from each Bidder, with such evaluation being based upon the numerical weighting set forth in the following Sections. The Technical Proposal will have a weight of twenty-five percent (25%) and the Price Proposal will have a weight of seventy-five percent (75%).

NHDOT, at its sole discretion, may hold interviews with individual Bidders, ask written questions of the Bidders, seek written clarifications, conduct discussions on the Proposals, and solicit updated proposals during the evaluation and selection process.

#### **3.1 Technical Proposal Responsiveness Requirements**

The Proposal must comply with the following minimum technical requirements, in addition to all submission requirements specified in Section 102.03 of the Division 100 – General Provisions for Design-Build Projects and Section 2, to be considered responsive:

1. The Design Speed along US Route 3 shall be a minimum of 35 mph. US Route 3 shall have an overall 76 foot minimum width curb to curb from the Target/Lowes intersection to approximately 250 feet south of the Hawthorn Drive intersection,

consisting of four travel lanes twelve (12) feet wide, an eighteen (18) foot median (14' wide raised, 6' wide raised with left turn lanes), and five foot wide shoulders. Five foot wide sidewalks shall be provided on both sides of US Route 3 from the Target/Lowes intersection to Hawthorn Drive intersection. All work shall be constructed within the proposed right-of-way, except at locations where the Design-Builder proposes to modify the preliminary design and ROW for its own reasons.

2. The minimum longitudinal tangent grade for the new bridge shall be one percent (1.0%).
3. The maximum cross slope on US Route 3 shall be four percent (4.0%).
4. The new bridge shall have an overall 76 foot minimum width curb to curb, consisting of four travel lanes twelve (12) feet wide, an eighteen (18) foot median (14' wide raised), and five foot wide shoulders. Five foot wide sidewalks shall be provided on both sides of the bridge.
5. The structure over The Everett Turnpike shall accommodate the future widening of the turnpike.
6. The minimum vertical clearance over the ultimate Everett Turnpike traffic lanes shall be 16'-9".
7. Bare decks will be allowed provided that stainless steel reinforcing is used in the deck.
8. Bridge railing shall meet the requirements of crash tested TL-4 rail in accordance with NCHRP-350. Provide nine (9) ft high vandal fencing with 1" x 1" mesh size on both sides for the full length of the bridge.
9. The design for the new bridge structures shall not incorporate the following:
  - a. Timber elements
  - b. Masonry elements
  - c. Fiber reinforced polymer elements
  - d. Fracture critical elements
  - e. Exposed steel substructure components, structural or otherwise
  - f. Non-redundant superstructure elements
  - g. Open deck grating or orthotropic decks
  - h. Any primary superstructure elements above the deck level

10. A temporary bridge with a thirty (30) foot roadway width and a five (5) foot wide sidewalk meeting the requirements of Section 501 of the Standard Specifications may be used.
11. The traffic signal at the intersection of US Route 3 and Hawthorne Drive shall have mast arms at each quadrant. Span wire traffic signals will not be allowed for permanent signals.

**3.2 Technical Proposal Evaluation Criteria**

The information in this Section is intended to assist Bidders in developing and submitting Technical Proposals that address the Department’s goals and expectations for the Project. The Department’s evaluation team will rate and score (at their sole discretion) the Technical Proposals based upon the evaluation criteria described below. The extent to which a Proposal meets or exceeds the evaluation criteria will be rated and reflected in the evaluation team’s scoring of the Proposals submitted.

<b>Evaluation Criteria</b>	<b>Maximum Points</b>
Bridge Design and Construction Concept	25
Highway/Traffic Design and Construction Concept	25
Project Management	25
Project Quality Control and Assurance	20
Innovation/Added Value	5
<b>Total =</b>	
	100

**3.2.1 Bridge Design Concept (25 points)**

Through this scoring item, the Department will evaluate the Bidder’s approach and commitment to delivering solutions for the bridge and other related structures (e.g. retaining walls) that meet or exceed the minimum technical requirements identified in Section 5. The Proposal shall include plans, graphical representations, and narrative descriptions as necessary to enable the Department to understand and evaluate the Bidder’s approach to designing and constructing the bridge and other related structures for this Project.

**3.2.1.1 Proposal Submittal Requirements**

Prepare and submit the information identified below as part of the Technical Proposal. Bidders should note that the Technical Proposal will be considered the Preliminary Plan Submission for this bridge as noted in Section 540 of the Bridge Design Manual.

1. Provide the following preliminary plans and details, as applicable:
  - a. A conceptual layout (general plan, elevation, and typical section) for the new US Route 3 Bridge over the Everett Turnpike;
  - b. Anticipated subsurface conditions at proposed bridge;
  - c. Bridge substructure plans, elevations, and typical sections;

- d. Retaining walls and other proposed structures: type, plans, elevations, and typical sections; and
  - e. Any additional plans, details or renderings that the Bidder feels is necessary to fully convey its bridge design concepts.
2. Discuss the approaches to bridge design to meet the minimum design life criteria of seventy-five (75) years. Summarize the design and construction of the new US Route 3 Bridge and its foundations, including assumptions used in developing the substructure and superstructure type and design. Address the maintainability (both routine and periodic) of the bridge, including a discussion on how the design will promote ease of maintenance, drainage, and enhanced durability.
  3. Provide an interpretation and analysis of soil and bedrock conditions based on the geotechnical information available.
  4. Discuss the approach to minimizing environmental or other impacts associated with the construction of the new US Route 3 Bridge, including but not limited to: erosion and settlement control; restoration of vegetation disturbed during construction; and avoidance and minimization of impacts to natural resources.
  5. Describe an enhancements incorporated into the proposed design that exceed the requirements identified in the RFP, including any additional warranty offered, or any approved ATCs that have been incorporated into the design.

### **3.2.1.2 Evaluation Criteria**

Superior scores in this category will be awarded to bridge design concepts that:

1. Demonstrate that the Bidder has considered design life and future inspection and maintenance requirements for the bridge, including concepts that will:
  - a. Minimize maintenance and rehabilitation costs for the Department during the design life;
  - b. Incorporate materials, designs, and methods that will maximize durability; and
  - c. Facilitate inspection and maintenance efforts by providing safe and easy access;
2. Minimize property impacts while providing adequate bridge clearances, drainage, limit superstructure depth, limit deflections, and effectively use retaining walls, if needed;
3. Propose appropriate superstructure and substructure types for the proposed location that avoid adverse impacts on the surrounding area, minimize environmental impacts, and fit in well with the surrounding environment;

4. Demonstrate a thorough understanding of the potential geotechnical challenges associated with the Project; and
5. Provide enhancements that exceed the requirements identified in the RFP, such as additional warranties or aesthetic treatments for bridge railings, concrete surfaces, etc.

### **3.2.2 Highway/Traffic Design and Construction Concept (25 points)**

Through this scoring item, the Department will evaluate the Bidder's approach and commitment to delivering solutions for highway/traffic designs and construction concepts that meet or exceed the minimum technical requirements identified in Section 5. The Proposal shall include plans, graphical representations, and narrative descriptions as necessary to enable the Department to understand and evaluate the Bidder's approach to designing and construction the roadway and traffic elements of the Project.

#### **3.2.2.1 Proposed Submittal Requirements**

Prepare and submit the information identified below as part of the Technical Proposal. Bidders should note that the Technical Proposal will be considered the Preliminary Plan Submission.

1. Roadway cross sections and drive sections with the existing ground and proposed top line template shown.
2. The horizontal and vertical alignments of all roadways, including local roads.
3. General plans, including intersection plans, pavement layout and marking, preliminary drainage and water quality basins (BMP's), and slope lines.
4. Appropriate typical sections depicting the topline and anticipated pavement and structural box designs.
5. Traffic control plans depicting the construction phasing and sequencing.
6. Level-of-Service calculations to support the design, pavement layout and lane use.
7. Proposed Right-of-Way layout and easements.
8. Potential utility conflict plan.
9. A design narrative and supporting design documentation shall be provided to describe the following aspects of the project:
  - a. Safety
  - b. Geometrics
  - c. Traffic and signals

- d. Drainage
- e. Traffic Control
- f. Right-of-Way
- g. Utility impacts
- h. Environmental impacts and permitting
- i. Maintenance

### **3.2.2.2 Evaluation Criteria**

1. Demonstrate that the geometrics for the Project meet the standards set forth.
2. Demonstrate that the cross sections accurately depict the proposed design and impacts.
3. Preparation of the general plans to depict the balance of the various design elements.
4. Demonstrate the design of the roadway topline surface and the pavement and structural box designs for the forecasted traffic.
5. Demonstrate the construction phasing and sequencing will provide a safe and efficient construction work zone.
6. Document the opening year and design year traffic operations meet the standards.
7. Demonstrate that the property acquisitions are minimized with respect to the proposed design.
8. Demonstrate that the proposed design minimizes the utility conflicts.
9. Describe and document the design decisions made that balance the various elements of the Project that provide a safe and minimally impacting Project that is cost efficient.

### **3.2.3 Project Management (25 points)**

Through this scoring item, the Department will evaluate the Bidder's project management approach in ensuring that the Project goals are met.

#### **3.2.3.1 Proposed Submittal Requirements**

1. Provide narrative descriptions of the overall approach to project management. At a minimum, the narrative should address the following:

- a. The Design and Construction Organization Chart for the Project, showing key functional positions and organization units to be involved in these efforts and where they will be located, the percent of time that Key Personnel will be dedicated to this Project and where located, the relationships between positions shown on the chart, and the functional relationships with subcontractors;
  - b. The Preliminary Schedule for the Project, including both design and construction, that will demonstrate that the Bidder has considered utilities, constructability, maintenance of traffic, and minimization of impacts to traffic;
  - c. The approach to managing the scope and budget for the Project; and
  - d. The approach to partnering, including a discussion on how the partnering process will be used to efficiently resolve disputes:
    - i. Between the Department and the Design-Builder,
    - ii. Between the Design-Builder and third parties, and
    - iii. Between and among Major Participants on the Design-Builder's Team.
2. Provide a narrative describing the overall approach to third party coordination. At a minimum, the narrative should:
- a. Identify a Utility Coordinator who will serve as the Design-Builder's point of contact for utility issues;
  - b. Identify all affected utilities, the potential impact to each, and the proposed approach to minimizing impacts to the Project and service disruption to the utilities; and
  - c. Describe how utilities will be included in the design process and how utility relocations, and adjustments, will be phased with construction to reduce impacts to the traveling public and the general populace.
  - d. Identify a Right-of-Way (ROW) coordinator who will serve as the Design-Builder's point of contact for ROW issues.
  - e. Identify the anticipated ROW impacts for the Bidder's proposed project. Identify the key parcels and describe the Bidder's effective measures for accomplishing the ROW work.
  - f. Describe how ROW will be included in the overall design and construction process and schedule.
3. Provide a narrative describing the construction staging and traffic management plan that will be used to safely and efficiently construct each phase of the Project.



- a. Specifically describe how public access will be maintained.
- b. Describe the approach for providing a public awareness and relations plan and identify anticipated problems and solutions.

### **3.2.3.2 Evaluation Criteria**

Superior scores will be awarded to project management, design and construction quality management, and third party coordination approaches that:

1. Demonstrate the expertise and commitment at all levels of the Bidder's organization to provide a cost-effective, and high quality Project that achieves the Department's goals;
2. Ensure the Department will be kept apprised of issues affecting the Project scope and budget;
3. Demonstrate effective collaboration and coordination among design and construction personnel, the Department's personnel, and third party personnel throughout the Project;
4. Effectively use partnering throughout, and empower decision-making at the appropriate level;
5. Demonstrate an understanding of the potential risks to the Project related to third party coordination and identify appropriate measures for relocation and protection of utilities and to manage and minimize these risks.

### **3.2.4 Project Quality Control and Assurance (20 points)**

Through this scoring item, the Department will evaluate the Bidder's approach and commitment to meeting the Project goals and requirements.

#### **3.2.4.1 Proposed Submittal Requirements**

1. Provide a detailed outline of the proposed Design Quality Management Plan (DQMP) that meets or exceeds the requirements of Section 106 of the Design-Build General Conditions. A table of contents (only) of a DQMP is NOT acceptable as an outline. The plan should address:
  - a. How the Design-Builder's design quality management staff will communicate and coordinate with the Department on issues affecting Project quality with specific emphasis on, submittal format and Department review timelines, RFI format and Department response timelines;
  - b. The frequency and methods of design review necessary to comply with the DQMP;
  - c. Requirements for release of design documents for construction;
  - d. Any specific project elements requiring special attention or emphasis,

including applicable standards of quality or practice to be met, and the level of design completeness and extent of detailing required prior to issuance of an early Release for Construction of the design documents related to that element;

- e. Coordination of the work performed by different persons to ensure that conflicts, omissions, or misalignments do not occur between design plans and specifications, and coordination of the review, approval, release, distribution and revision of documents; and
  - f. Method for reviewing and addressing field changes to ensure the original design intent is not compromised.
2. Provide an outline of the proposed Construction Quality Management Plan (CQMP) that meets or exceeds the requirements of Section 106 of the Design-Build General Conditions. A table of contents (only) of a CQMP is NOT acceptable as an outline. The plan should address:
    - a. How the Design-Builder's construction quality management staff will communicate and coordinate with the Department on issues affecting Project quality with specific emphasis on, inspecting, sampling, testing, Acceptance Testing by the Department, checking, and documenting the Work, including work performed by subcontractors, fabricators, suppliers, and other vendors;
    - b. Integration of design and construction personnel to ensure quality;
    - c. Environmental compliance monitoring;
    - d. Corporate involvement;
    - e. Prevention of non-conforming work and corrective action procedures to resolve non-conforming work; and
    - f. Approach to inspections and callbacks during the warranty period.

#### **3.2.4.2 Evaluation Criteria**

Superior scores will be awarded to design and construction quality management that:

1. Demonstrate well-defined and effective Quality Management Plans for design and construction; and
2. Demonstrate an effective plan for the coordination of all activities, traffic maintenance, third party liaison, public awareness and safety, and environmental mitigation as they relate to the construction operation.

### 3.2.5 Innovation/Added Value (5 points)

Through this scoring item the Department will evaluate the Bidders overall approach and commitment to providing innovation in the design, construction, and execution of the contract as well as elements of the project that add true value to the Department.

#### 3.2.5.1 Proposal Submittal Requirements

Provide an itemized description of each component of the project where the Bidder proposes to have innovation and added value. For each component listed describe, specifically and in detail, where, when, and how the innovation/added value will occur. No consideration will be given to tentative commitments (“we may”, “we might”, “we will consider”, etc.) and no consideration will be given to statements of value or innovation without demonstrating such.

#### 3.2.5.2 Evaluation Criteria

Scores will be awarded in this area only to bona fide, demonstrated innovation and added value. If the Bidder is presenting concepts from any Alternative Technical Concept it may only be for approved Alternative Technical Concepts.

The Bidder must demonstrate that they will provide significant benefit to the NHDOT in areas such as:

1. Decreasing maintenance and life-cycle costs
2. Shortening construction duration
3. Reducing traffic impacts during construction
4. Reducing impacts to utilities
5. Reducing impacts on the environment
6. Reduces ROW impacts
7. Improves the aesthetics in the project area
8. Increase in benefit/cost ratio

## 4. Information Supplied to the Bidder (see Web Site)

### 4.1 Information Supplied

The Department has established a Project website, accessible at <http://www.nh.gov/dot/projects/bedford13527/index.htm> and a password only accessible ftp site at <https://www.nhftp.nh.gov/> to convey information related to the Project. The documents posted on the website and ftp site have the same force and effect as if included as an appendix to this RFP.

## 4.2 New Division 100 General Provisions

Bidders should take special note that the Department has, for this project, eliminated Division 100 of the NHDOT Standard Specifications for Road and Bridge Construction in its entirety and has replaced it with a new NHDOT Division 100 - General Provisions for Design-Build Projects written for this project which is available to the Bidders on the ftp site.

## 5. Project Design

### 5.1 Highway Design

In addition to the requirements identified in Section 3.1, the Design-Builder shall meet the following requirements of this Section.

#### 5.1.1 Horizontal and Vertical Alignment Control

1. Design Speed – See Engineering Report
2. Design Vehicle – WB-50 for US Route 3 at all intersections. Note that Station Road shall accommodate low-bed truck access for profile per NCHRP 299.
3. Design Year – See Engineering Report (2031)
4. Superelevation –  $e_{max}=0.04$  chart defined US Route 3
5. Superelevation design parameters meeting AASHTO, Recommend 70/30 split for superelevation transition. Reverse crown, 2%, acceptable across bridge.
6. Shoulders high side of superelevated section– Maximum algebraic difference of 5% with a defined 1’/4’ break in the shoulder with first foot at 2% towards travel way and outside 4’ at 3% towards edge of pavement
7. Maximum and Minimum Grades – Meet AASHTO and NHDOT Highway Design Manual guidance
8. Normal Crown – Defined at 2% except in area of bridge where reverse crown of 2% is acceptable
9. Lane and shoulder width – 12’-5’ curbed typical with curb width set – to be consistent with Rte 3 Study/Policy
10. Driveways – Defined as per NHDOT Driveway Manual
11. Auxiliary lane deceleration lengths - Meet AASHTO and NHDOT Highway Design Manual guidance

#### 5.1.2 Surface Treatments

1. Raised Median Islands – Define as minimal maintenance with a minimum of 6” of unreinforced concrete if selected

2. Sidewalks – Define minimum width of 5’ beyond the backside of curb with minimal maintenance and complying with ADA requirements
3. Loam/Humus – Defined as per NHDOT Highway Design Manual Volume 2 typicals and specifications
4. Seeding – Define as Slope Seed Type 44 in humus areas, Park Seed Type 15 for loam areas, Wet Basin Meadow Seed Type 62 for Proposed BMP’s and Salt Tolerant Grass Seed Type 82 for swales. Loam is to be utilized on slopes that are 4:1 or flatter along the frontage of residential, business and commercial properties. Humus is to be applied on all other slopes.
5. Pavement Markings Materials– All words, symbols, crosswalks and all lane lines within the limits of auxiliary turn lanes shall be thermoplastic (not paint). All lane lines beyond the limits of auxiliary turn lanes shall be retroreflective paint. These materials shall meet NHDOT specifications.
6. Pavement Marking Layout - Meet AASHTO, MUTCD and NHDOT guidance (standard plans)
7. Curbing – Granite curbing shall be used for raised islands and along edge of proposed pavement as per NHDOT Highway Design Manual Volume 2 typicals for roadway. Bridge curb can be granite or concrete following NHDOT typical and guidance.

### **5.1.3 Drainage and Water Quality**

1. The NHDOT Drainage Manual (1998) shall be used for stormwater quality treatment and storage measures. The NHDES Stormwater Manual and NHDES Alteration of Terrain (AoT) Program shall be followed.
2. Concrete pipes shall be used for pipes and culverts that are beneath roadway pavement (travelway or shoulders). Type B or F grates as applicable shall be utilized.
3. The design of BMP’s and Erosion Control should follow the guidance provided by the New Hampshire Stormwater Manual (December 2008).
4. There shall be no net increase in discharge flows (pre versus post flow conditions).

### **5.1.4 Traffic Control**

1. The traffic control design speed shall be set at 10 mph below the existing posted speed limit or greater. Coordinate with the Town of Bedford, District 5, and/or Turnpikes.

2. The minimum width of the travel way during construction phasing shall conform to MUTCD. Additional width shall be provided during the winter months for winter maintenance (along the FE Everett Turnpike, 2' left and 6' minimum right shoulder widths minimum).
3. Roadside Design Guide to be utilized in conjunction with MUTCD for clearzones, workzones, barrier warrants, and terminal units.
4. One way alternating traffic is permitted on Route 3 with acceptable LOS (D or better) provided during AM and PM peak hours.
5. Access shall be provided at all times to driveways, Station Road, and the on/off ramps to I-293.
6. Coordination with Town of Bedford, District 5, and/or Turnpikes is required for traffic shifts.
7. Traffic stoppages, lane closures and rolling roadblocks shall be limited and only allowed during non peak hour traffic flows for durations that will not cause excessive backups.
8. Officers and flaggers shall be utilized per the Departments Work Zones Policy and Guidelines.

#### **5.1.5 Traffic Control**

Design per Roadside Design Guide for the Design Speed with W beam as standard guardrail, steel posts, and approved terminal units.

#### **5.1.6 Pavement Design**

Pavement and pavement structural section shall be designed per the Highway Design Manual for a mean year ADL of 595. High strength pavement shall be used in areas subject to pavement shoving and rutting due to trucks.

### **5.2 Geotechnical Design**

A supplemental boring program will not be conducted by the Department for this Project during the Proposal development phase. Rock along both sides of the F. E. Everett Turnpike shall be removed to accommodate the future ultimate widening of the Turnpike from 150 feet south of the southerly edge of the new US Route 3 overpass bridge northerly to the limits of the existing bedrock outcrop.

Bidders may examine available Soil Samples and Bedrock Cores at the NHDOT Bureau of Materials and Research provided they meet the requirements for initial contact to the Department's sole point of contact and do not violate any provisions for discussion of the project with any Department personnel, except to the extent needed to provide access to the soil samples and bedrock cores.

### **5.3 Bridge Design and Construction**

#### **5.3.1 Additional Design and Performance Criteria**

1. All bridge components should be designed in accordance with the most current AASHTO LRFD Bridge Design Specifications with Interims. Seismic design should be in accordance with the AASHTO Guide Specification for LRFD Seismic Design, 1<sup>st</sup> Edition or the most current AASHTO LRFD Bridge Design Specifications.
2. The bridge should be designed for the HL-93 Live Load with a maximum allowable live load deflection of  $L/1000$ .
3. All construction materials should be in accordance with the Department's Standard Specifications. No experimental or previously unapproved materials should be used without prior written approval from the Department.
4. Corrosion resistant reinforcing should be used in all areas specified in the Bridge Design Manual.
5. The bridge should be designed to minimize or eliminate transverse roadway joints in the deck. (i.e. finger joints, strip seals, and compression joints) The deck shall be continuous over piers.
6. The bridge deck should be designed in accordance with criteria specified in the Bridge Design Manual. Empirical deck designs shall not be allowed.
7. Partial-depth or full-depth deck panels are permissible.
8. The bridge shall not use any bridge elements that require confined entry for bridge inspection.
9. Structural steel bridge coatings shall not be used except as specified in the Bridge Design Manual.
10. A bridge rating, in accordance with Section 915 of the Bridge Design Manual and NHDOT Form 4, shall be submitted with final design calculations.

#### **5.4 Traffic Signal Design and Construction**

1. A new Traffic Signal System at the Hawthorn Drive intersection at the south end of the project.
2. Rehabilitation as required as a result of the design-builder's project design and construction, of the existing Traffic Signal System, including new loop detectors, at the Lowes/Target intersection at the north end of the project.

All design will be accomplished in accordance with the publication *Guidelines for the Preparation of Traffic Signal System Plans on Design-Build Projects* January 2011 that is available on the project web site.

## **5.5 F. E. Everett Turnpike Constructions**

In addition to the requirements identified in other sections of this RFP, the Bidders shall include in their Technical and Price Proposals and the Design-Builder will be responsible to design and construct single-slope concrete barrier in the Turnpike median from the current terminus located north of the Bedford toll plaza, extending northerly through the proposed Route 3 bridge location to a terminus 300 feet beyond the pier location shown in the Department's Public Hearing plan.

## **6. Environmental**

### **6.1 Wetlands**

The Bidders should be aware that some wetlands exist within the project area. Wetlands exist on the far south end of the project near the proposed detention basin, in the low area behind the kennel business off Hawthorne Drive, and at the end of the stormwater pipe just south east of the entrance to the Target Plaza. The wetlands have been mapped on the Department's CADD drawings. Additional wetlands may exist beyond the mapped project area. The Design Builder will need to obtain the appropriate permits if any wetlands are impacted. Since the release of the RFQ, wetlands have been identified adjacent to the existing culvert crossing US Route 3 between the intersection of Lowe's/Target and the bridge over the Turnpike.

### **6.2 Invasive Species**

The Bidders should be aware that there are some invasive plants within the project area. Bittersweet exists at the edge of Hawthorne Drive just past the kennel business, and around the area of the proposed middle detention basin behind the Hotel. Purple loostrife exists at the outlet of the stormwater pipe just south east of the entrance to the Target Plaza.. These have been mapped on the Department's CADD drawings. Impacts to these areas will need to be addressed appropriately.

### **6.3 Section 106 of the National Historic Preservation Act of 1966**

No known archaeological, historic, or cultural properties will be affected by the project as presented by the Department in the Public Hearing plan.

## **7. Right-of-Way**

Final right-of-way (ROW) mapping, appraisals, negotiation, and assistance with acquisitions will be required by the Design-Builder. Appraisers must be from the list of Department-approved appraisers as provided in the RFP documents on the project web site. Right-of-Way mapping, appraisals, and negotiations will be done in accordance with Department practices and as required y State and federal laws, as applicable.

### **7.1 Payment for Property Rights**

The Design-Builder will be required to provide the initial payment for all property rights negotiated by the Design-Builder based on the exact amount of each NHDOT-approved appraisal cost. The Department will reimburse the Design-Builder for these costs, plus the



payment as indicated in Section 7.2, from monies held in the Right-of-Way allowance designated in the contract for this purpose. The Bidders are not to estimate or include any right-of-way costs for the construction of the project. Any and all costs for the Design-Builder's convenience, including operations, conveyance of materials, staging areas, office locations, and any other temporary or permanent property rights not specifically required for the construction of the project, as solely determined by the Department, are not included in this payment provision and must be included in the Design-Builder's Lump Sum Price Proposal.

## **7.2 Bonus Payment for Successful Negotiations**

The Bidders are hereby notified that NHDOT will be utilizing a unique, project-only bonus payment provision for the successful right-of-way negotiations by the Design-Builder. In order to encourage innovative, diligent, and eventual successful negotiation of property rights required to be obtained for the project as indicated in Section 7.1, the Design-Builder will be awarded a bonus payment of 10% (ten percent) of the value of the NHDOT-approved appraisal cost of each property right that is successfully negotiated and does not require the Department to begin condemnation proceedings in order to obtain the property right.

## **8. Reservation of Rights**

In connection with this procurement, NHDOT reserves all rights (which rights shall be exercisable by NHDOT at its sole discretion) available under applicable law, including without limitation, the following, with or without cause and with or without notice:

1. The right to cancel, withdraw, postpone or extend this RFP in whole or in part at any time prior to the execution by NHDOT of the Design-Build Contract, without incurring any obligations or liabilities.
2. The right to issue a new RFP.
3. The right to reject any and all submittals, responses and proposals received at any time.
4. The right to modify all dates set or projected in this RFP.
5. The right to terminate evaluations of proposals at any time.
6. The right to suspend or terminate the procurement process for the Project, at any time.
7. The right to revise and modify, at any time prior to the Proposal Submittal Date, factors it will consider in evaluating responses to this RFP and to otherwise revise its evaluation methodology.
8. The right to issue addenda, supplements, and modifications to this RFP, including but not limited to modifications of design requirements, evaluation criteria or methodology and weighting of evaluation criteria.
9. The right to hold meetings and conduct discussions and correspondence with one or more of the Bidders responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.

10. The right to seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to the RFP, including the right to seek clarifications from Bidders.
11. The right to add or delete Bidder responsibilities from the information contained in this RFP.
12. The right to appoint and change members of the Evaluation Team.
13. The right to use assistance of outside technical and legal experts and consultants in the evaluation process.
14. The right to waive deficiencies, informalities, and irregularities in a Proposal, accept and review a nonconforming Proposal, or seek clarifications or supplements to a Proposal.
15. The right to disqualify any Bidder that changes its submittal without NHDOT approval.
16. The right to change the method of award or the evaluation criteria and scoring at any time prior to submission of the Proposals.
17. The right to respond to all, some, or none of the inquiries, questions, and/or requests for clarification received relative to the RFP.
18. The right to use all or part of an unsuccessful short-listed Bidder's Proposal that accepts a Proposal Payment (Stipend).
19. The right to increase or decrease the number of short-listed Bidders at its sole discretion.
20. The right to negotiate the allocation of prices identified for specific portions of the work depicted within a Price Proposal.

### **8.1 No Assumption of Liability**

Except for such amounts as may be paid through the Proposal Payment set forth in the NHDOT Division 100 - General Provisions for Design-Build Projects, NHDOT assumes no obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All such costs shall be borne solely by each Bidder and its team members.

Except for such amounts as may be paid through the Proposal Payment set forth in the NHDOT Division 100 - General Provisions for Design-Build Projects, in no event shall NHDOT be bound by, or liable for, any obligations with respect to the Project until such time (if at all) a contract, in form and substance satisfactory to NHDOT, has been executed and authorized by the Department, including approval by the Governor and Council, and, then, only to the extent set forth therein.

## **8.2 Conflict of Interest**

Each Bidder shall require its proposed team members to identify potential conflicts of interest or real or perceived competitive advantages relative to this procurement. Additional information is set forth in accordance with Division 100 – General Provisions for Design-Build Projects Section 102.01.2.

## **8.3 Requirement to Keep Team Intact**

The team proposed by the Bidder, including all proposed individuals identified in the Statement of Qualifications (SOQ) submitted in response to the Department's Request for Qualifications (RFQ), including but not limited to the lead contractor, the lead designer, Key Personnel, the organizational structure, and other individuals identified pursuant to the NHDOT Division 100 - General Provisions for Design-Build Projects, shall remain on Bidder's team for the duration of the procurement process and, if the Bidder is awarded the Design-Build Contract, the duration of the Design-Build Contract. If extraordinary circumstances require a proposed change prior to award, the Bidder must notify the Department Representative of such changes in writing no later than twenty one (21) calendar days prior to the Technical Proposal Submission Date. NHDOT will review such requests and provide a response within five (5) calendar days of its receipt of such proposed changes; however, NHDOT shall have no obligation to approve such proposed changes and may approve or disapprove such changes at its sole discretion. If extraordinary circumstances require a proposed change after award, it must be submitted in writing to the Department Representative. The Department, at its sole discretion, will determine whether to authorize a change. Unauthorized changes to the Bidder's team at any time during the procurement process may result in the elimination of the Bidder from further consideration.

## **Appendix A - Contract Forms and Exhibits**

**FORM A – TECHNICAL PROPOSAL SUBMISSION FORM**

**US Route 3 over F.E. Everett Turnpike  
Bridge Replacement and Roadway Reconstruction  
Design-Build Project: Bedford 13527**

\_\_\_\_\_  
(Name of Bidder)

The above Bidder hereby submits its Technical Proposal, consisting of the following items:

(Instructions: Specifically list all items submitted with the Technical Proposal, including number of drawings, number of narrative pages, type of containers, etc. Attach or incorporate additional pages as necessary. Refer to the Project Requirements for additional instructions regarding Technical Proposal submission.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By signing below, the above Bidder hereby certifies that to the best of the Bidder's knowledge and belief:

1. The Bidder has received and considered complete copies of Amendments numbered \_\_\_\_ through \_\_\_\_ .
2. The Bidder has reviewed and considered all materials and items supplied by the Department and posted on the Project website at <http://www.nh.gov/dot/projects/bedford13527/index.htm>.
3. The Design-Builder, Designer, other Major Participants and key personnel indicated by the Bidder in its Statement of Qualifications will be used on this Project in the same manner and to the same extent as so indicated.
4. All of the statements, representations, covenants and/or certifications set forth in the Bidder's Statement of Qualifications are still complete and accurate as of the date hereof.
5. All representations and/or certifications required of the Bidder by the RFP and Contract, including those contained in RFP Section 102.03.2.3 and RFP Appendix A are complete and accurate.
6. This Technical Proposal is responsive.
7. The person signing below is legally authorized to do so.

[Any exceptions to the above certifications must be explained in detail on pages attached hereto. Number of pages attached, if any: \_\_\_\_ .]

BIDDER

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Sign in Ink]

By: \_\_\_\_\_  
[Name and Title Printed]

**FORM B – CONTRACT**

**US Route 3 over F.E. Everett Turnpike  
Bridge Replacement and Roadway Reconstruction  
Design-Build Project: Bedford 13527**

Rev. January 2011

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2011 between The State of New Hampshire by the Commissioner, Department of Transportation (hereinafter called The State, the Commissioner, and the Department, respectively), and

\_\_\_\_\_  
of \_\_\_\_\_ their successors and assigns, (hereinafter called the Design-Builder).

The Department and the Design-Builder, in consideration of the mutual promises set forth in the Contract Documents, hereby agree as follows:

**A. The Work.**

The Design-Builder, as an independent contractor and not as an agent or employee of The State, for and in consideration of the payment or payments herein specified and agreed to by The State, hereby covenants and agrees to furnish all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform all the work including design, construction, quality management including inspection, testing and documentation, all required documentation at the conclusion of a certain ( \_\_\_\_\_ ) in the Town of \_\_\_\_\_ in the County of \_\_\_\_\_ at the lump sum price of \_\_\_\_\_ by the said Design-Builder, warranting its work, and performing all other work indicated in the Contract Documents.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract Documents; payment to be made as provided in the same.

The work includes design, construction, maintenance during construction, warranty as provided in the Contract Documents, and other incidental work.

**B. Contract.**

The Contract, which may be amended, modified, or supplemented in writing only through a Contract Revision, consists of the following documents:

1. This Design-Build Contract;
2. The Design-Builder's Statement of Qualifications (SOQ);
3. All portions of the Request for Proposals (RFP), consisting of the Division 100 – General Provisions for Design-Build Projects, Project Requirements in the RFP, Appendices, the State of New Hampshire Standard Specifications approved and adopted in 2010, and Special Provisions;

4. The Design-Builder's Proposal consisting of its Technical Proposal, inclusive of the Proposal Letter (Form A), and its Price Proposal, inclusive of the Price Proposal Form (Form D);
5. Permits, if applicable;
6. Performance, payment, warranty, and other bonds;
7. All specifications, manuals, guides, laws and all other documents referenced in any of the above documents; and
8. Amendments Nos. 1 to \_\_\_\_ inclusive.

It is agreed and understood that the Contract will be governed by the documents listed above.

**C. Certifications.**

By signing below, the Design-Builder hereby certifies that to the best of the Design-Builder's knowledge and belief:

1. All of the said work, except warranty work, shall be performed in every respect to the satisfaction and approval of the Commissioner, on or before \_\_\_\_\_.
2. Agrees to receive the following price as full compensation for furnishing all work which may be required in the prosecution in all respects to complete said Contract to the satisfaction of the Commissioner.
3. All of the statements, representations, covenants, and/or certifications required or set forth in the Proposal and the Proposal Documents, and the Contract are still complete and accurate as of the date of this agreement.
4. The Design-Builder knows of no legal, contractual, or financial impediment to entering into this Contract.
5. The person signing below is legally authorized by the Design-Builder to sign this Contract Agreement on behalf of the Design-Builder and to legally bind the Design-Builder to the terms of this agreement.

The successful Bidder, at the time of the execution of the contract, must deposit with the Commissioner security in the sum equal to 100 percent of the amount of the contract award. The form of bond shall be that provided by the Department and the surety shall be acceptable to the Commissioner.

IN WITNESS WHEREOF, the parties of this contract have hereunto set their hands and seals as of the day and year first above written.

\_\_\_\_\_  
Design-Builder (SEAL)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

THE STATE OF NEW HAMPSHIRE  
By the Commissioner  
Department of Transportation  
duly authorized

\_\_\_\_\_

Commissioner, Department of Transportation

(The following must be executed if Design-Builder is a corporation)

State of \_\_\_\_\_

County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me

\_\_\_\_\_ the undersigned Officer, personally  
(Name of Notary Public or Justice of the Peace)

appeared \_\_\_\_\_ who acknowledged to  
(Name)

be the \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Corporation)

corporation, and as such \_\_\_\_\_ being authorized so to by resolution adopted  
(Title)

\_\_\_\_\_ a copy of which is annexed hereto, executed the foregoing instrument

for the purpose therein contained, by signing the name of the corporation by himself/herself

as \_\_\_\_\_  
(Title)

In witness whereof I hereunto set my hand and official seal,



THE STATE OF NEW HAMPSHIRE

CONTRACT AFFIDAVITS

Contract No. \_\_\_\_\_ between the Department of Transportation and

\_\_\_\_\_ .

**Department of Transportation**

This is to certify that the above contract is being awarded under condition of competitive bidding in accordance with the policy and provisions of RSA 228:4 (as amended) as follows:

- 1. To the lowest bidder..... ( )
- 2. Negotiations with the lowest responsible bidder..... ( )
- 3. Negotiations upon terms deemed most advantageous to The State after failure to receive more than one bid ( )
- 4. Other..... only one bid received ..... ( )  
(Specify)

\_\_\_\_\_  
\_\_\_\_\_

Dated \_\_\_\_\_ 2011  
Department of Transportation

by \_\_\_\_\_ duly authorized

**Using Agency**

This is to certify that the undersigned using agency or institution concurs in the award and execution of the above-mentioned contract.

Dated \_\_\_\_\_ 2011 \_\_\_\_\_  
Department of Transportation  
(Name of Agency)

by \_\_\_\_\_ duly authorized

**Attorney General**

This is to certify that the above-contract has been reviewed by this office, and is approved as to form and execution.

Dated \_\_\_\_\_ 2011 by \_\_\_\_\_ Asst. Attorney General

**Governor and Council-Final**

This is to certify that the Governor and Council on \_\_\_\_\_ approved the above-mentioned contract.

**Secretary of State**

Dated \_\_\_\_\_ 2011 by \_\_\_\_\_  
Secretary of State

REV.  
10-16-2000

CONTRACT BOND  
KNOW ALL MEN BY THESE PRESENTS

That we, \_\_\_\_\_ Design-Builder as Principal and \_\_\_\_\_

\_\_\_\_\_ as Surety whose mailing is: \_\_\_\_\_  
\_\_\_\_\_ are held and firmly bound unto the State of New  
Hampshire in the sum of \_\_\_\_\_

to be paid to the said State of New Hampshire or its certain attorney, its successors and assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

The Conditions of this obligation are that whereas the said Principal has entered into a contract with the State of New Hampshire through its Commissioner of Department of Transportation for \_\_\_\_\_

in the County of \_\_\_\_\_

Now the conditions of this obligation is such that if the said Principal and his subcontractors shall well and truly keep and perform all the agreements, terms and conditions in said contract set forth and specified to be by said Principal kept and performed and shall also pay all lawful taxes and shall also pay all labor performed or furnished, for all equipment hired, including trucks, for all materials used and for fuels, lubricants, power tools, hardware and supplies purchased by said principal and used in carrying out said contract and for labor and parts furnished upon the order of said Principal for the repair of equipment used in carrying out said contract, this agreement to make such payment being in compliance with the requirements of Revised Statutes Annotated 447:16 to furnish security there under and being in fact such security, and if said Principal shall well and truly indemnify and save harmless said The State of New Hampshire against all claims and suits for damage to person or property arising from carelessness or want of due care, or any act or omission on the part of said Principal during the performance of said contract; then this obligation shall be void and of no effect; otherwise it shall remain in full force and virtue.

The Principal and Surety further understand and agree (1) that no modification or alteration of said contract shall in any way affect the obligation of the Surety hereunder; (2) that in case of liabilities not covered by said Revised Statutes Annotated 447:16 but covered by this bond, then the provisions of this bond shall control; (3) that Sect. 109.06 of the New Hampshire Standard Specifications as revised and as accepted by the Principal and Surety herein, provides in part as follows: "No moneys, payable under the contract or any part thereof, except the estimate for the first month or period, shall become due and payable, if the Commissioner so elects, until the Design-Builder shall satisfy the Commissioner that he has fully settled or paid for all labor performed or furnished, for all equipment hired, including trucks, for all materials used, and for fuels, lubricants, power tools, hardware and supplies purchased by the Design-Builder and used in carrying out said contract and for labor and parts furnished upon the order of said Design-Builder for the repair of equipment used in carrying out said contract, and the Commissioner, if he so elects, may pay any and all such bills, in whole or in part, and deduct the amount or amounts so paid from any monthly or final estimate, excepting the first estimate."

This bond shall become effective at the same time as the contract annexed hereto for the improvement hereinbefore mentioned.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 2011  
\_\_\_\_\_ (SEAL)

Witness \_\_\_\_\_ By \_\_\_\_\_

Design-Builder

Attest \_\_\_\_\_ (SEAL)

By \_\_\_\_\_  
Surety

**FORM C – PROPOSAL GUARANTY FORM**

**US Route 3 over F.E. Everett Turnpike  
Bridge Replacement and Roadway Reconstruction  
Design-Build Project: Bedford 13527**

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_  
\_\_\_\_\_, of the \_\_\_\_\_ of  
\_\_\_\_\_ and State of \_\_\_\_\_ as Principal, and Surety, a  
corporation duly organized under the laws of the State of \_\_\_\_\_ and having a usual  
place of business in \_\_\_\_\_ and hereby held and firmly bound unto  
the Treasurer of the State of New Hampshire in the sum of \_\_\_\_\_,  
for payment which Principal and Surety bind themselves, their heirs, executors, administrators, successors  
and assigns, jointly and severally.

The condition of this obligation is such that if the Principal has submitted to the New Hampshire  
Department of Transportation, hereafter Department, a certain proposal, attached hereto and incorporated  
as a part herein, to enter into a written contract for the construction of  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and if the Department shall accept said proposal and the Principal shall execute and deliver a contract in  
the form attached hereto (properly completed in accordance with said proposal) and shall furnish bonds  
for his faithful performance of said contract and for the payment of all persons performing labor or  
furnishing material in connection therewith, and shall in all other respects perform the agreement created  
by the acceptance of said proposal, then this obligation shall be null and void; otherwise it shall remain in  
full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

WITNESS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL:  
By: \_\_\_\_\_  
By: \_\_\_\_\_  
By: \_\_\_\_\_

WITNESS:  
\_\_\_\_\_  
\_\_\_\_\_

SURETY:  
By: \_\_\_\_\_  
By: \_\_\_\_\_

Name of Local Agency  
\_\_\_\_\_

**FORM D – PRICE PROPOSAL**

**US Route 3 over F.E. Everett Turnpike  
Bridge Replacement and Roadway Reconstruction  
Design-Build Project: Bedford 13527**

\_\_\_\_\_  
(Name of Bidder)

The above named Bidder hereby offers to perform and complete all Work specified or indicated in the Contract Documents in conformity with the same for the Price shown below.

**1. LUMP SUM PRICE – US Route 3 over F.E. Everett Turnpike Design-Build Project**

\_\_\_\_\_  
(Lump Sum Price in words – typed or printed in ink)

\$ \_\_\_\_\_  
(Lump Sum Price in numbers – typed or printed in ink)

By signing below, the above Bidder hereby certifies that to the best of the Bidder's knowledge and belief:

1. All representations and/or certifications required of the Bidder by the RFP and the Contract, are complete and accurate.
2. The Bidder's Price Proposal is complete and accurate and conforms to all applicable requirements of the RFP and the Contract.
3. The person signing below is legally authorized to do so.

[Any exceptions to the above certifications must be explained in detail on pages attached hereto. Number of pages attached, if any: \_\_\_\_\_.]

BIDDER

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Sign in Ink.]

By: \_\_\_\_\_

**FORM E – BIDDER’S DISADVANTAGED BUSINESS ENTERPRISE  
PROPOSED UTILIZATION PLAN**

TO: NHDOT \_\_\_\_\_ Design-Builder: \_\_\_\_\_  
Room 130 Contract Section \_\_\_\_\_ Prepared by: \_\_\_\_\_  
P.O. Box 483 \_\_\_\_\_  
Concord, NH 03302-0483 \_\_\_\_\_  
 or \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Fax: \_\_\_\_\_

PROPOSAL PRICE: \$ \_\_\_\_\_ FEDERAL PROJECT # \_\_\_\_\_ LOCATION: \_\_\_\_\_

TOTAL DBE PARTICIPATION AS A PERCENT OF TOTAL BID PRICE = \_\_\_\_\_%

DBE Firm*	Description of Work	Actual \$ Value
<b>Total</b>		

If no DBE firm(s) are used, Bidder must document efforts made to secure DBE participation and attach supporting evidence of this effort:

\_\_\_\_\_

\_\_\_\_\_

Examples: Bidder relies wholly upon low quote subcontractor selection, DBE firm(s) were not low quote. No DBE firms bid.

\* Only DBE firms certified by NHDOT prior to Proposal submission can be utilized by Bidder for DBE credit.

Directory of certified DBEs is available on NHDOT’s website:  
<http://www.nh.gov/dot/org/administration/ofc/documents.htm#dbe>

Equal Opportunity Use:  Plan received: ____/____/____ Verified by: _____ Action: _____
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**FORM H – OPINION OF COUNSEL**

**US Route 3 over F.E. Everett Turnpike  
Bridge Replacement and Roadway Reconstruction  
Design-Build Project: Bedford 13527**

*[Letterhead of Independent Law Firm or in-House Counsel – Must Be Licensed to Practice in  
New Hampshire]*

\_\_\_\_\_

**NHDOT**

John O. Morton Building  
Room, 130 Contract Section  
P.O. Box 483  
Concord, NH 03302-0483  
Attn:

Ladies and Gentlemen:

We have acted as counsel for \_\_\_\_\_, a \_\_\_\_\_ (“Bidder”) and *[list partners/joint venturers/members]* in connection with that certain Design-Build Contract (the “Contract”) for the US Route 3 over F.E. Everett Turnpike Design-Build Project dated \_\_\_\_\_, \_\_\_\_\_, entered into between Bidder and the NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION (“Department”). The capitalized terms used in this opinion shall have the meanings ascribed to them in the Contract unless they are otherwise defined herein or the context otherwise requires.

In connection with the foregoing we have examined originals or copies of the Contract, the Articles of Incorporation and Bylaws of Bidder, minutes reflecting proceedings of the board of directors of Bidder, certificates of public officials, certificates of one or more officers of Bidder and such other documents as we deemed relevant and necessary for purposes of this opinion. In such examination we have assumed:

1. The genuineness of all signatures on documents which we have not seen executed, the authenticity of all documents submitted to us as originals, and the conformity to original documents of all copies thereof submitted to us; and
2. The Contract has been or will be duly authorized and validly executed and delivered by the Department, and constitutes the legal, valid and binding obligation of Department, enforceable in accordance with its terms against Department.

On the basis of the foregoing and in reliance thereon and on all other matters that we deem relevant under the circumstances, we are of the opinion that:

1. Bidder is a \_\_\_\_\_ which has been duly organized and is validly existing and in good standing under the laws of the State of \_\_\_\_\_. Bidder has the requisite power to own and operate its properties and assets and to carry on its business as presently operated, make the Proposal, enter into the Contract and it is duly qualified and in good standing as a \_\_\_\_\_ in the State of New Hampshire. *[Provide same opinion for all partners/joint venturers/members of Bidder.]*
2. The execution, delivery and performance of the Contract and the Proposal have been duly authorized by Bidder. *[Provide same opinion for all partners/joint venturers/members of Bidder.]*

3. The Contract (including the provisions contained therein regarding Liquidated Damages, Retainage and limitations on Bidder's ability to recover damages or compensation) against Bidder constitutes the legal, valid and binding obligation of Bidder, enforceable in accordance with its terms, except as the same may be limited by bankruptcy and similar laws of general application affecting creditor's rights and remedies and equitable doctrines. [*Provide same opinion for all partners/joint venturers/members of Bidder.*]
4. All required approvals have been obtained with respect to execution, delivery and performance of the Proposal and the Contract; and that neither the Proposal nor the Contract conflicts with any agreements to which Bidder is a party [if Bidder is a partnership/joint venture/limited liability company, add: and its joint venture members/general partners/managing members are a party] or with any orders, judgments or decrees by which Bidder is bound [if partnership/joint venture/limited liability company, add: and its joint venture members/general partners/managing members are bound].
5. Execution, delivery and performance of all obligations by Bidder under the Proposal and the Contract do not conflict with, and are authorized by, the articles of incorporation and bylaws of Bidder [if Bidder is a partnership, replace articles of incorporation and bylaws with partnership agreement and (if applicable) certificate of limited partnership; if joint venture, replace articles of incorporation and bylaws with joint venture agreement; if limited liability company, replace articles of incorporation and bylaws with operating agreement and certificate of formation].
6. Execution and delivery by the Bidder of the Proposal and the Contract do not, and the Bidder's performance of its obligations under the Proposal and the Contract will not, violate any current statute, rule or regulation applicable to the Bidder or to transactions of the type contemplated by the Proposal or the Contract.

This opinion is solely for information and use of you and the New Hampshire Department of Transportation and may not be relied upon by any other person without our prior written consent.

Respectfully submitted,

**EXHIBIT A**  
**PROJECT SCHEDULE OF PAYMENT**

*(To be signed by authorized signatory of Bidder)*

Month (or Part of Month) Number (Starting with Month in which NTP Occurs)	Early Finish Cost Amount	Cumulative Early Finish Cost Amount (Early Finish Cost Schedule)
1	\$	\$
2	\$	\$
3	\$	\$
4	\$	\$
5	\$	\$
6	\$	\$
7	\$	\$
8	\$	\$
9	\$	\$
10	\$	\$
11	\$	\$
12	\$	\$
13	\$	\$
14	\$	\$
15	\$	\$
16	\$	\$
17	\$	\$
18	\$	\$
19	\$	\$
20	\$	\$
21	\$	\$
22	\$	\$
23	\$	\$
24	\$	\$
25	\$	\$
26	\$	\$
27	\$	\$