



## Town of Enfield

Office of the Town Manager  
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### REQUEST FOR PROPOSALS -CONSTRUCTION OF PARK PAVILION, MASCOMA LAKESIDE PARK

**DATE OF ISSUE:** APRIL 1, 2020  
**PROPOSAL DEADLINE:** MAY 15, 2020

The Town of Enfield, NH, seeks professional services for the design and construction of a pavilion at the Mascoma Lakeside Park (Enfield Tax Map 32, Lot 44) in accordance with the attached specifications, terms and conditions. Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

Interested parties are strongly encouraged to review the proposed site at Lakeside Park, which is located 197 Main Street between the old railroad underpass and Shaker Bridge. Questions should be directed to Ryan Aylesworth, Town Manager - 603-632-5026 or [raylesworth@enfield.nh.us](mailto:raylesworth@enfield.nh.us).



Sealed, written proposals will be received at the Enfield Town Offices, 23 Main Street, Enfield NH 03748, until **12:00 PM, May 15, 2020**.

The Town of Enfield reserves the right to accept or reject any or all proposals, to waive minor informalities and to make an award, if any, as it deems to be in the best interest of the Town.

## **I. INTRODUCTION**

The Town of Enfield, New Hampshire is requesting proposals for the construction of a timber frame, octagonal-shaped, open pavilion, with either an asphalt shingle or standing seam metal roof. The precise dimensions and specifications for the pavilion are included in a set of architectural design plans that the Town will make available to any interested contractor.

The Town has received a grant from the Northern Border Regional Commission to help fund this project.

It is not the intent of this document to provide all details, specifications, etc. or to specify exact methodology. The Town will, however, provide a variety of pertinent plans and other materials (see Appendix B) at the request of any prospective contractor. It is required that all workmanship be the best available, conform to all relevant codes and regulations, and meet or exceed typical industry standards.

## **II. GENERAL REQUIREMENTS**

1. Bidders must respond in writing to all requirements of this RFP. Any additional information or tasks that are felt to be relevant by the responding firm should be included together with the submittal requirements. Responses may be delivered or mailed to the address indicated.
2. The bidder is expected to examine carefully the site of the proposed work, this information and contract forms before submitting a proposal. The submission of a proposal shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the contract. It will be conclusive evidence that the bidder has also investigated and is satisfied with the sources of supply for all materials.
3. The intent of this Proposal is to provide for the construction and completion of the work described. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the terms of the Contract. The Contractor shall be required to conform to the intent of the work required and specifications. No extra claims shall be allowed for portions of the work not specifically addressed in the specifications but required to produce a whole and complete project, such work will be considered subsidiary to the bid items.
4. Upon commencement of work, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions necessary to ensure the safety of employees on the site, other persons who may be affected thereby, including the public,

and other property at the site or adjacent thereto. Contractor is responsible for contacting Dig Safe.

5. Before final acceptance of the work, the contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, barricades and signs. All parts of the work shall be left in a neat and presentable condition. On all areas used or occupied by the contractor, regardless of the contract limits, the bidder shall clean-up all sites and storage grounds. The items prescribed herein will not be paid for separately, but shall be paid for as part of the total contract price.

6. The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

7. At no time shall the project prevent access and use of the Northern Rail Trail.

### **III. SCOPE OF WORK**

The work to be completed consists of constructing a 1200 s.f. +/- octagonal open-air pavilion located as shown on plans the Town will make available. Design-build services will encompass the management and construction of all elements of the work, including: site work, installation of an "Alaskan" slab on grade and wood-framed structure above.

Pricing of the work will be established on the basis of architectural drawings and associated specifications provided by the Town. In the event that guaranteed maximum price proposals exceed the budgeted amount for the project, the Town will negotiate a lower project price by reducing project scope and, substituting lower cost materials, and/or using volunteers and/or Town employees to perform some of the work and to use Town-owned or donated materials to bring the project within budget. If this process fails to reduce the negotiated price to an amount within project budget, the Town reserves the right to terminate negotiations with the Contractor chosen and then proceed to negotiate price and terms with the next qualified contractor under consideration. This process will continue until a price is reached within budget or all submitters are eliminated.

A. Site work: Site work, as indicated on the drawings, will involve cutting into an existing bank and the creation of a level building site of sufficient size to accommodate the pavilion and to the final grades as shown on site plans furnished by the Town. Site work will include erosion control and drainage, backfilling and compaction, and finish grading the building site.

B. Concrete work: Concrete work will consist of installing a reinforced “Alaskan slab” over closed cell insulation set on a bed of compacted gravel fill.

C. Pavilion Construction: The pavilion shall be constructed in accordance with the plans prepared by the Town’s architect. General building elements are described below:

1. Construction shall comply with all applicable federal, state and local building codes. Design features and minimum performance standards are described below.
2. The Pavilion structure will be assembled from pre-engineered and prefabricated components and/or conventional wood frame components. Columns will be square and assembled from a combination of natural and synthetic building materials. Columns will be set on a stone base. Roofing will be comprised of either Class A, three-tab, 25+ year asphalt shingles or metal roofing and of a color selected by the owner. All exposed trim will be painted white.
3. Surface drainage will direct runoff in a manner that will minimize issues associated with erosion / sedimentation in the lake.
4. Perforated sub-surface perforated drainage, wrapped in landscape fabric, will be installed and directed to daylight as shown.
5. The pavilion will be used for open-air assembly and dining. Heating and cooling will not be required. The only thermal insulation required by the project will be that associated with the construction of the ‘Alaskan slab.’
6. The pavilion will not require sprinklers,
7. Underground electrical service will be provided from the power pole indicated on the site plan. An electrical allowance will be carried for the provision of all electrical work, including lighting and outlets and including the provision of spare conduits for future telecommunication and internet service needs.
8. A fire pit will be constructed near the Pavilion as shown in the plans.

D. Proposals must include a cost for all labor, materials and other items (general conditions, contingency, etc.). Allowances for materials or installation included in the cost shall be sufficient to allow for the purchase and installation of the intended items required for the scope of the project that are of at least a midrange quality with reasonable options for color, size, texture, etc. Any possible exclusions or extra charge items must be specified within the bid. All applicable building codes must be adhered to and while Town of Enfield permits are required, there will be no charge for same.

E. Completion deadline: The project (inclusive of all construction and site work) must achieve final completion by **November 1, 2020**.

## IV. PROPOSAL SUBMISSION REQUIREMENTS

Sealed, written proposals will be received until **12:00 PM, May 15, 2020**, at the following address:

Office of the Town Manager  
Town of Enfield  
23 Main Street  
PO Box 373  
Enfield, NH 03748

Attn: Town Manager

Submission must be clearly marked with the phrase “Mascoma Lakeside Park Pavilion Construction Proposal” and the proposing firm’s name and address. All technical proposals shall include as a minimum the following information:

### *IV.A. GENERAL INFORMATION*

1. Name of firm.
2. Address of firm.
3. Name of contact person.
4. Contact person phone number and email address
5. Names and addresses of all partners, officers, and directors and any other person with an ownership interest greater than 5%.
6. Names of any Town officials or employees who are related to any of the partners, officials or directors of the firm or have any ownership interest in the firm.
7. Names and resumes of personnel who may be assigned to work on the project including any registrations and certifications.
8. A list of recent projects including names, location, cost for services, date, name of owner, name and phone number of owner’s representative for which services were provided during the last five years. Identify projects as completed or underway and note if any were in New Hampshire and/or New England.
9. If a joint venture proposal, provide the information for all parties to the joint venture.
10. Insurance Certificates.
11. A brief description of the general skills of the firm, and any specific skills to be brought to this proposal.
12. Appropriately completed certification from Appendix A.

### *IV.B. PROJECT APPROACH*

1. Provide a phase breakdown and approach to this project. Please indicate if the work will be done in-house or by sub-consultant(s).

2. Provide a schedule based on the approach above. Please note that **the project must be completed by November 1, 2020**.

#### IV.C. FEE PROPOSAL

1. In a separate sealed envelope provide a fee proposal based on your design approach listed above. Only one copy of the fee proposal is necessary. We request that cost proposals be broken down in an itemized format that addresses each element of the above scope of work. The Town seeks to enter into a contract general consistent with the model agreement provided in AIA 141-2004 (Agreement between Owner and Design Builder). As such, *the Town requests that proposals specify the Cost of the Work Plus Design-Builder's Fee with a Guaranteed Maximum Price*.
2. Provide a fee schedule/hourly rate for all personnel/positions who may be assigned to work on this project. Also include any travel time rates.
3. Proposal corrections, modifications, or withdrawals may be submitted until the proposal deadline; any such shall be in writing in a sealed envelope appropriately labeled and delivered to the Town Manager as indicated above. Questions regarding this RFP may be made in writing to the Town Manager at the aforementioned address.

#### V. CONTRACTOR EVALUATION, SELECTION & CONTRACT EXECUTION

##### V.A. PROPOSAL EVALUATION

The Town reserves the right to accept or reject any or all proposals, to waive minor informalities, and to make the award, if any, as may be deemed to be in the best interest of the Town of Enfield. To be considered for selection, firms must be responsive to the requested information set forth in the Request for Proposals. Proposing firms will be evaluated and rated based on the qualifications and experience presented in their proposal. The Town may choose to interview selected proposing firms as a factor in determining an overall rating and selection. The Town may also choose to accept multiple firms and/or split services as it deems necessary.

##### V.B. FIRM SELECTION

The Town Manager will review and evaluate all proposals based on the following criteria:

- Qualifications of the firm and the personnel to be assigned to this project; (15 Pts)
- Experience of the design personnel working together as a team to complete similar projects; (15pts)
- Demonstration of overall project understanding and demonstrated insight into local conditions and potential issues; (10 Pts)

- Clarity of the proposal and creativity/thoroughness in addressing the scope of work, and submission of a complete proposal with all elements required by the Request for Proposals. (10 Pts)
- Cost (50 Pts)

#### *V.C. CONTRACT EXECUTION*

The contract ultimately developed and agreed to between the Town and the selected contractor shall generally contain and adhere to the components of AIA Doc A201-207 (General Conditions of the Contract for Construction) and AIA 141-2004 (Agreement between Owner and Design Builder), which will specify the Cost of the Work Plus Design-Builder's Fee with a Guaranteed Maximum Price.

#### **VI. ADDITIONAL INFORMATION**

Questions about the project should be directed to Ryan Aylesworth, Town Manager, at:

*Telephone: (603) 632-5026 Ext. 5405*

*Cell: (603) 309-6379*

*E-mail: [raylesworth@enfield.nh.us](mailto:raylesworth@enfield.nh.us)*

Firms wishing to meet with local officials and visit the site prior to furnishing their proposals should make an appointment to meet with the Town Manager and the Building Inspector during the weeks of April 6, April 13, or April 20, 2020.

All proposals upon submission become the property of the Town of Enfield. The expense of preparing and submitting a proposal is the sole responsibility of the applicant. The Town of Enfield reserves the right to reject any or all proposals received, to negotiate with any qualified source, or to cancel in part or in its entirety this RFP if deemed to be in the best interest of the Town of Enfield. This solicitation in no way obligates the Town of Enfield to award a contract.

The Town of Enfield is an equal opportunity provider and employer.

The Town of Enfield will not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Town of Enfield requires that the selected firm adhere to the equal employment opportunity and labor standards requirements for federally assisted construction and modernization, and these standards will be articulated in the resulting contract documents. The selected firm will not discriminate on the basis of race, color religion, sex or national origin.

Where applicable, all contracts awarded by the Recipient in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Contracts authorized by 41 U.S.C. 1908 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

## **Bonding**

Officers, public boards, agents or other persons who contract in behalf of the state or any political subdivision thereof for the construction, repair or rebuilding of public buildings, public highways, bridges or other public works shall if said contract involves an expenditure of **\$35,000**, and may if it involves an expenditure of less amount, obtain as a condition precedent to the execution of the contract, sufficient security, by bond or otherwise, in an amount equal to at least 100 percent (%) of the contract price, or of the estimated cost of the work if no aggregate price is agreed upon, conditioned upon the payment by the contractors and subcontractors for all labor performed or furnished, for all equipment hired, including trucks, for all material 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 contractor for the repair of equipment used in carrying out said contract.

A portion of this project is being supported by federal funding from the Northern Border Regional Commission, which establishes minimum requirements with respect to bonding. These requirements are as follows:

(a) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent (%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent (%) of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

## VII. SIGNATURE

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
(owner/proprietor/authorized representative)

Name (print): \_\_\_\_\_

Business Name (print): \_\_\_\_\_

Business Address (print): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Phone #: \_\_\_\_\_  
seal (if corporation)

## **APPENDIX A - CERTIFICATIONS**

The undersigned certifies that he/she has not given, offered or agreed to give any gift, contribution or offer of employment as an inducement for, or in connection with, the award of contract for services;

The undersigned declares that no person in the employ of the Town has pecuniary interest in this proposal or in the contract for the work which is proposed to be done;

The undersigned certifies that no consultant to, or subcontractor for, the proposer has given, offered, or agreed to give any gift, contribution or offer of employment to the proposer, or any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the proposer.

The undersigned certifies under penalties of perjury that he has submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, other organization, entity, or group of individuals.

## **APPENDIX B – PLANS & TECHNICAL SPECIFICATIONS**

- A1 – Plans
- A2 – Sections, Elevations, Details and Notes
- A3 – Details
- C1 – Site Plans
- S1 – Structural Plans and Details
- S2 – Structural Notes
- Drawing Index and Specifications for the Work – Mascoma Lakeside Park Pavilion (March 16, 2020)
- Boundary Plan of Lands of NH DOT to be Conveyed to the Town of Enfield (Prepared by Paton Land Surveying; January 7, 2019)