

**RFP 12-10**

City of Concord, New Hampshire

Purchasing Division

**CITY OF CONCORD  
ENGINEERING SERVICES DIVISION  
CONSTRUCTION QUALITY ASSURANCE/QUALITY CONTROL PROGRAM**

**CONSTRUCTION MATERIALS SAMPLING AND TESTING  
CONSTRUCTION SITE INSPECTION AND OBSERVATION SERVICES**

Prepared for and in coordination with the

**COMMUNITY DEVELOPMENT DEPARTMENT  
ENGINEERING SERVICES DIVISION**

Contract Documents  
Proposal Documents  
Specifications

Firm: \_\_\_\_\_

**PROPOSAL DUE DATE/TIME: OCTOBER 9, 2009 NOT LATER THAN 2:00 PM**



# City of Concord, New Hampshire

## PURCHASING DIVISION

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET

CONCORD, NH 03301

(603) 225-8530

FAX: (603) 230-3656

[www.onconcord.com](http://www.onconcord.com)

## REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a qualified firm to provide the City with construction materials sampling, testing, site construction observation services; all part of the City of Concord's Construction Quality Assurance and Quality Control Program. Each firm submitting a proposal must be lawfully engaged in the practice of construction material sampling, testing and site construction observation in the State of New Hampshire.

An overview and detailed specifications are provided later in the Request for Proposals (RFP).

Proposals must be received no later than **2:00 PM on October 9, 2009** from interested firms, to be eligible for consideration by the City. Each statement shall be submitted in a sealed envelope which is clearly marked,

**“RFP 12-10  
Material Sampling, Testing and Site Construction Site Observation Services  
Concord, NH”**

Requests for Proposals may be issued only by the Purchasing Manager, or his designee, to authorized firms, and are not transferable unless authorized by the Purchasing Manager, or his designee.

Copies of RFP 12-10 are available from the Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 (603-225-8530) or on-line at [www.onconcord.com/purchasing](http://www.onconcord.com/purchasing).

**All proposals received will be considered confidential and not available for public review until after a vendor has been selected.**

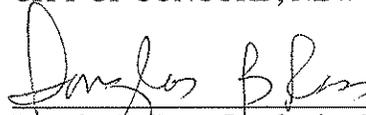
The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

**Failure to submit all information as detailed on the Proposal Submission Checklist and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.**

All proposals are advertised, at the City's discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone/Fax	Email and Web Address
City of Concord, NH	Posted on City Website and in City Hall Lobby	41 Green Street, Concord NH 033301	603.225.8530 603.230.3656(fax)	<a href="mailto:purchasing@onconcord.com">purchasing@onconcord.com</a> <a href="http://www.onconcord.com/purchasing">www.onconcord.com/purchasing</a>
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859(fax)	<a href="mailto:plansroom@agcnh.org">plansroom@agcnh.org</a> <a href="http://nh.agc.org">http://nh.agc.org</a>
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603.627.8856 603.627.4524(fax)	<a href="mailto:info@constructionsummary.com">info@constructionsummary.com</a> <a href="http://www.constructionsummry.com">www.constructionsummry.com</a>
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704(fax)	<a href="mailto:bids@bidocean.com">bids@bidocean.com</a> <a href="http://www.bidocean.com">www.bidocean.com</a>
McGraw Hill Construction	Bid House	880 Second Street, Manchester NH 03102	603.645.6554 603.645.6714(fax)	<a href="mailto:Priscilla_littlefield@mcgraw-hill.com">Priscilla_littlefield@mcgraw-hill.com</a> <a href="http://www.construction.com">www.construction.com</a>
New England Construction News - CDC News	Bid House	100 Radnor Rd S-102, State College, PA 16801	1.800.652.0008 1.888.285.3393(fax)	<a href="mailto:mweaver@cdcnews.com">mweaver@cdcnews.com</a> <a href="http://www.cdcnews.com">www.cdcnews.com</a>

CITY OF CONCORD, NEW HAMPSHIRE



Douglas B. Ross, Purchasing Manager

Date: 9/8/09

**PROPOSAL DUE DATE/TIME: OCTOBER 9, 2009 NOT LATER THAN 2:00 PM**

# REQUEST FOR PROPOSALS

## INSTRUCTIONS TO PROPOSERS

### CONSTRUCTION MATERIALS SAMPLING AND TESTING CONSTRUCTION SITE INSPECTION AND OBSERVATION SERVICES

#### 1. GENERAL:

The City of Concord, New Hampshire (hereafter referred to as the CITY), is seeking the services of a materials sampling, testing and construction observation services firm (hereafter referred to as the CONSULTANT) lawfully engaged in the practice of this service in the State of New Hampshire. Interested firms should respond to this request on or before the time due for submission.

A detailed proposal in compliance with the designated format outlined herein is required. It is the intent of the CITY to select one firm to provide material sampling, testing and construction observation services on a variety of private development projects or projects associated with the City's capital improvement program.

Trade secrets or proprietary information submitted by a proposer, offeror, or CONSULTANT in connection with a procurement transaction shall not be subject to public disclosure under the New Hampshire Freedom of Information Act, however, the bidder, offeror, or CONSULTANT must invoke the protection of this section prior to or upon submission of the information or other materials, and must identify the data or other materials to be protected, and state the reasons why protection is necessary. Disposition of material after award is made should be stated by the proposer, offeror, or CONSULTANT.

Emphasis in selecting a firm shall be placed on the firm's experience with providing the services requested herein or similar to those which the CITY anticipates needing.

#### 2. PROPOSAL SUBMISSION:

In order to be considered responsive, proposals must be submitted in **one (1) original and five (5) identical copies** to Mr. Doug Ross, Purchasing Manager, Finance Department, Purchasing Division, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301.

The City must receive proposals no later than **2:00 PM on October 9, 2009** to be eligible for consideration. Each proposal shall be submitted in a sealed envelope, which is clearly marked:

**“RFP 12-10, Construction Materials Sampling and Testing  
Construction Site Inspection and Observation Services**

#### 3. GUIDELINES FOR PROSPECTIVE CONSULTANTS:

It is the policy of the CITY that contracts are awarded only to responsive and responsible firms. In order to qualify as responsive and responsible, a prospective materials testing firm must meet the

following standards as they relate to this request:

- a) Have the adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- b) Have the necessary experience, organization, technical and professional qualifications, skills, and facilities;
- c) Be able to comply with the proposed or required time of completion or performance schedule;
- d) Have a demonstrated satisfactory record of performance; and
- e) Adhere to the specifications and City of Concord contract agreement provisions of this proposal and provide all documentation required of this proposal.

4. PROPOSAL EVALUATION:

Proposals will be reviewed upon receipt. An evaluation committee will be formed comprised of City staff to evaluate the proposals. Specific evaluation criteria are provided as Appendix A in this document. In the evaluation of the proposals, the CITY, at its discretion, may obtain technical support from outside sources. The offerors will agree to fully cooperate with the personnel of any such organization. It is anticipated that a contract will be signed with a consulting firm by **November 30, 2009**.

5. PROGRAM BACKGROUND:

This program has been initiated to allow the CITY to select a consulting firm to perform construction materials sampling, testing and inspection for various construction projects. The consulting firm will perform materials testing and inspection for both private development projects and public capital improvement projects located within the City of Concord. Each task shall be subject to a written agreement approved by the CITY, which contains the scope of services to be performed and the fee for services. Each agreement shall be subject to the availability of funds.

6. SERVICES REQUESTED:

The CITY requires the services of a construction materials testing and inspection consultant for the following purposes:

- a. To perform construction material testing and inspection for various construction projects within the City of Concord or at other locations as required. These services shall include, but not necessarily be limited to, field and plant testing of soils and concrete;
- b. To perform in-place, stock pile, and plant testing of various construction materials;
- c. To provide assistance to city staff and their consultants in approving various construction materials for incorporation into construction projects;
- d. To be familiar with the City's Construction Standards, the New Hampshire Department of Transportation Standard Specifications for Road and Bridge Construction, AASHTO, ASTM, and other relevant construction materials standards.

- e. To be familiar with the quality assurance and quality control requirements of municipally managed Federal-aid and State-aid projects (See Appendix B for specific quality compliance requirements for Federal and State-Aid Municipally Managed Projects).

The consultant selected will be called upon as needed by the CITY depending on the timing of construction projects and the availability of funding. The City's Engineering Division, of the Community Development Department, will be responsible for administering this process.

The consultant will remain under contract with the CITY for a three (3) year period, and at the City's discretion may be renewed for up to one additional three (3) year period or up to three (3) additional one (1) year periods.

7. PROPOSAL PREPARATION:

**In order to facilitate evaluation of the Proposal Statements, the CONSULTANT is instructed to follow the outline below in responding.** Proposals that do not follow the outline, or do not contain the required information, may be considered as unresponsive proposals. Additional and more detailed information may be annexed to the main body of the reply.

Proposals can be submitted in letter format or as a bound document. The following information should be provided:

A. Company Background Material

Include information concerning the background, experience, and reputation of the CONSULTANT which is felt to be pertinent.

B. Ability to Perform

Previous work on similar projects – the CONSULTANT will demonstrate their understanding of, and familiarity with projects of this type or similar contracts developed. Firms shall list all construction materials testing and inspection efforts of comparable type, which they have performed or supervised within the last five (5) years.

C. Local Knowledge

The CONSULTANT shall demonstrate their familiarity with the City of Concord, including a working knowledge of the City's regulatory process.

D. Staff Project Manager – Contact Person

The CONSULTANT will identify the staff project manager, along with each individual who will be assigned to work with the CITY on this project. Each individual's responsibilities will be clearly stated and a copy of their resume shall be attached to the proposal.

E. Backup Capability

The CONSULTANT will include the resumes of individuals who would be assigned to the project in the event of an unexpected problem in manpower assignment.

F. Offeror's Experience

The offeror shall provide a list of the previous and current contracts, if any, awarded by a governmental agency to the CONSULTANT, which are considered identical or similar in scope of services discussed herein. The CONSULTANT shall include the following information on this list:

1. Experience with the testing and inspection of construction materials for large private site developments;
2. Experience with the testing and inspection of construction materials for residential subdivision projects;
3. Experience with the testing and inspection of construction materials for public capital improvement projects, to include highway, bridge, and utility construction.

Include contract duration, services performed, and the name, address, and phone number of the contracting agency.

G. Signature:

The statement shall be signed by an official authorized to bind the CONSULTANT and shall contain the name, title, address, and telephone number of the individual(s) with authority, who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.

8. COMPENSATION:

Since this is a qualifications based selection process, the CONSULTANT shall submit a detailed unit services and hourly fee schedule for the services to be provided in a separate sealed envelope to be opened after the selection of the CONSULTANT. The sealed envelope shall be clearly marked as follows:

**“RFP 12-10  
Construction Materials Sampling and Testing  
Construction Site Inspection and Observation Service  
Unit Services and Hourly Fee Schedule”**

9. PAYMENT SCHEDULE:

Invoices are due in duplicate and payable within thirty (30) days of receipt.

## GENERAL TERMS AND CONDITIONS

### PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all requested services unless specific directions in the advertisement, on the proposal form or in the special provisions allow for partial proposals. Failure to quote on all services may disqualify the proposal. When proposals on all services are not required, Proposers shall insert the words "no proposal" where appropriate.

Alternative proposals will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base proposal response, i.e. it shall not be a separate document which could be construed as a second proposal.

Unless otherwise stated in the Request for Proposals (RFP), the Proposer agrees that the proposal shall be deemed open for acceptance for **sixty (60) calendar days** subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Agent no later than **seven (7) calendar days** before the Request for Proposals due date to be considered. Any changes to the Request for Proposals will be provided to all Proposers of record.

The Proposer shall not divulge, discuss or compare this proposal with the proposal of any other Proposers and shall not collude with any other Proposer or parties to a proposal whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of services is allowed. Any such violation will result in the rejection of the offender's proposal or termination of the offender's contract, as applicable, and removal from the Proposal List).

The vendor may be required to supply proof of compliance with proposal specifications. All costs for such proof or certificates of compliance shall be the responsibility of the vendor.

**Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted. Each shipment shall be identified by Purchase Order and/or RFP number, commodity description and packing list. All items, packages, etc. shall have clearly identifiable external markings or tags for ease of identification**

### SUBMISSION OF PROPOSALS:

Proposals must be submitted as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

### WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the Proposer to the Purchasing Agent. Negligence on the part of the Proposer in

preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:

If more than one proposal is offered by any one party, or by any person or persons representing a party, all such proposals shall be rejected. A party who has quoted prices to a Proposer is not thereby disqualified from quoting prices to other Proposers or from submitting a direct proposal in its own behalf.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS:

**All proposals and fee proposals received shall be considered confidential and not available for public review until after a vendor has been selected. All proposals shall be subject to negotiations prior to the award of a contract.**

**NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.**

TIE PROPOSALS:

When identical Proposals are received, with respect to cost, service delivery, quality of service and an institution's financial adequacy award may be made by a toss of coin, with the following exception: When a tie proposal exists between a local (a business establishment within City limits) Proposer and an out-of-town Proposer, preference will be given to the local Proposer. Any Proposer having a local agent who is a bona fide resident of the City is considered a local Proposer. If a tie proposal exists between two local Proposers, or two out-of-town Proposers, the decision may be made by a toss of coin.

LIMITATIONS:

This Request for Proposal (RFP) does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the City to do so.

PROPOSAL EVALUATION:

In an attempt to determine if a proposer is responsible, the City, at its discretion, may obtain technical support from outside sources. Each proposer will agree to fully cooperate with the personnel of such organizations.

AWARD OF CONTRACT:

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. It is the policy of the City that contracts are awarded only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible Proposer based on the qualifications, experience and work plan of the Proposer, the Proposer's ability to provide ongoing technical support, the Proposer's timeframe for providing the requested service and the Proposer's fee/price proposal. **See the proposal evaluation sheet for more detail concerning how each proposal shall be evaluated.** The Proposer selected will be the most qualified and not necessarily the Proposer with the lowest price.

The City of Concord reserves the right to waive any formality, informality, information and/or errors in the proposals submitted and the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the City; or to purchase on the open market if it is considered in the best interest of the City to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

#### MODIFICATIONS AFTER AWARD:

The City reserves the right to incorporate minor modifications, which may be required by it. The Vendor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request of it can prove that the timing or extent of the modifications implies a major effort on its part.

#### CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the Proposer at any time before a contract has been fully executed by all parties and is approved by the City.

#### CONTRACT:

Any Contract between the City and the Vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the Vendor's proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the Vendor's proposal. In all other matters, not affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that this proposal shall be subject to acceptance without further clarification.

EXECUTION OF AGREEMENT:

The successful Proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the City, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the successful Proposer, the owner shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Contractor. Delivery of the fully executed agreement, along with a Notice to Proceed and a City purchase order, to the Contractor shall constitute the City's approval to be bound by the successful Proposer's proposal and the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful Proposer to execute the agreement within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award.

DISQUALIFICATION:

Awards will not be made to any person, firm or company in default of a contract with the City, the State of New Hampshire or the Federal Government.

INSURANCE:

The successful proposer shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents, acceptable to the City, at the proposer's sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or proposer's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Concord as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the City.

The City's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the proposer's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to, or express waiver by the City, the proposer shall, or shall cause any carrier engaged by the proposer, to insure all shipments of goods for full value.

If the agreement with the proposer involves the performance of work by the proposer's employees at property owned or leased by the City, the proposer shall furnish such additional insurance as the City may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the proposer be deemed to be the employees of, or under the direction or control of the City for any purpose whatsoever.

WORKER'S COMPENSATION:

All proposers and subcontractors at every tier under the proposer will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any agreement shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

TERMINATION OF CONTACT FOR CAUSE:

If, through any cause, the Vendor shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the Vendor shall violate any of the covenants, agreements or stipulations of any Contract, the city shall thereupon have the right to terminate any Contract by giving written notice to the Vendor of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the Vendor under this Contract shall become the City's property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of any contract, and the City may withhold any payments until such time as the exact amount of damages due the City is determined.

TERMINATION FOR THE CONVENIENCE OF THE CITY:

The City may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the City's property. If any Contract is terminated by the City as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

ASSIGNMENT PROVISION:

The contractor/vendor hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Concord.

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the City of Concord and the successful vendor shall belong exclusively to the City.

INVOICING:

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due. In addition, on projects that will involve partial/progress payments and/or retainage a summary statement in the following format will be provided with each invoice:

Original Contract Amount:	\$\$\$\$\$\$\$\$
Plus/minus Change Orders:	\$\$\$\$\$\$\$\$
Total Adjusted Contract Amount:	\$\$\$\$\$\$\$\$
Work Completed to Date:	\$\$\$\$\$\$\$\$
Less Previous Invoices:	\$\$\$\$\$\$\$\$
Less Retainage (if any):	\$\$\$\$\$\$\$\$
Equals: Balance due this Invoice:	<u>\$\$\$\$\$\$\$\$</u>
Balance Remaining on Contract:	\$\$\$\$\$\$\$\$

**ALL INVOICES MUST REFERENCE A VALID CITY OF CONCORD PURCHASE ORDER NUMBER**

PAYMENT:

Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City and receipt of invoice, whichever is later.

**ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.**

TAX:

The City is exempt from all sales and Federal excise taxes. Our exemption number is 02-6000177. Please bill less these taxes.

FUNDING OUT:

The City of Concord's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

ASSIGNMENT OR SUB-CONTRACTING:

None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.

EXCLUSIVITY:

This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.

COSTS:

Unless otherwise specified all costs listed are firm for the term of the contract and shall include all labor, material, transportation and discounts. No fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the vendor to made available at the vendor's place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and/or work performed under contract for the purposes of audit by the City of Concord.

INSPECTION & EVALUATION:

The City of Concord reserves the right to inspect the vendor's facilities during operating hours to determine that the level of inventory is adequate for the City's needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

FUGITIVE DUST AND NOISE ORDINANCES:

All work shall be conducted in conformance with Title I, General Code

1. Chapter 11, Public Nuisances, Article 11-3 Fugitive Dust: and
2. Chapter 13, Public Health, Article 13-6 Noise

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

PROVISION REQUIRED BY LAW DEEM INSERTED

Each and every provision and clause required by law to be inserted in this Request for Proposals and any subsequent Contract shall be deemed to be inserted herein and this Request for Proposals and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Request for Proposals and Contract shall forthwith be physically amended to make such insertion or correction.

### ENERGY STAR® COMPLIANCE

The vendor shall provide products that earn the Energy Star® and meet the Energy Star® specifications for energy efficiency. The vendor is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

### DISADVANTAGED BUSINESS ENTERPRISES

The City hereby notifies all Vendors that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

### NON-DISCRIMINATION

Contracts for work resulting from this Request for Proposals shall obligate the Vendor/Contractor and the Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s)/Contractor(s).

### DEFINITIONS:

Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services.

Proposers shall also mean vendors, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

### GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

*FAILURE TO ACKNOWLEDGE THIS PROPOSAL MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.*

*FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.*

## PROPOSAL SUBMISSION CHECKLIST

The following is a list of items, which must be submitted, in **one (1) original and five (5) identical copies** as proposal documents, by each CONSULTANT:

1. Proposal Statement (See Instructions to Proposers, Pages 6 & 7, Paragraph 7, Proposal Preparation, A-G)
2. Specifications Exception Form
3. Alternate Form W-9
4. City of Concord Indemnification Agreement
5. Separate Sealed Envelope with Unit Services and Hourly Fee Schedule

**The successful CONSULTANT must submit, prior to contract signing, his/her firm's insurance certificate (naming the City of Concord as an Additional Insured) that meets the minimum required types and levels of coverage**

**CITY OF CONCORD, NEW HAMPSHIRE  
SPECIFICATIONS EXCEPTION FORM**

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City of Concord to ferret out information concerning the materials with which you intend to furnish.

If your bid/quotation does not meet all of our specifications you **must** so state in the space provided below:

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Bids on equipment, vehicles, supplies, service, and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your bid does not meet our specifications, and your exceptions are not listed above, the City of Concord may claim forfeiture on your bid bond, if submitted.

Signed: \_\_\_\_\_  
**I DO** meet specifications

Signed: \_\_\_\_\_  
**I DO NOT** meet specifications as listed in this bid; exceptions are in the space provided.

Failure to submit this form with your proposal response may result in your proposal being rejected as unresponsive.

Iterate Form  
**W-9**  
(rev 01/08)

## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company – Enter the tax classification (D=Disregard entity, C= Corporation, P= Partnership) <input type="checkbox"/> <input type="checkbox"/> Other	Exempt from backup withholding <input type="checkbox"/>
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	City of Concord 41 Green Street Concord NH 03301
List account number(s) here (optional)	

**Part I** Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number –	Employer identification number –
--------------------------	----------------------------------

**Part II** Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

<b>Sign Here</b>	<b>Signature of U.S. Person</b>	<b>Date:</b>
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### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED**

**CITY OF CONCORD, NEW HAMPSHIRE  
RFP12-10, CONSTRUCTION MATERIALS SAMPLING AND TESTING  
CONSTRUCTION SITE INSPECTION AND OBSERVATION SERVICES  
THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS  
HEREBY A  
PROVISION OF ANY CONTRACT**

The successful consultant agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents, and employees from any and all claims and losses accruing or resulting to any and all consultants, contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation which may be injured or damaged by the consultant in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

**COMPANY** \_\_\_\_\_

**TAXPAYER IDENTIFICATION NUMBER** \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**TELEPHONE** \_\_\_\_\_

**TOLL-FREE NUMBER** \_\_\_\_\_

**FAX NUMBER** \_\_\_\_\_

**E-MAIL ADDRESS** \_\_\_\_\_

Failure to submit this form with your proposal response may result in your proposal being rejected as unresponsive.

**City of Concord, New Hampshire**  
**RFP 12-10, Construction Materials Sampling and Testing**  
**Construction Site Inspection and Observation Services**  
**Insurance Requirements for All Consultants**

**Additional Coverage is Required if Checked** **Minimum Limits Required**

**Commercial General Liability**

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 10,000

Occurrence

Claims Made

**Additional Coverage to Include**

Owners & Contractors' Protective – Limit NA

Underground/Explosion and Collapse

**Commercial Automobile Liability**

Combined Single Limit \$1,000,000

Any Auto, Symbol 1

Include Employees as Insured

**Additional Coverage to include:**

Garage Liability NA

Garage Keepers Legal Liability NA

**Workers Compensation**

NH Statutory including Employers Liability

- Each Accident/Disease-Policy Limit/Disease-Each Employee \$100,000/\$500,000/\$100,000

**Commercial Umbrella**

May be substituted for higher limits required above NA

Follow Form Umbrella on ALL requested Coverage

**Other**

1. Professional/Errors & Omissions \$1,000,000

(X) **The City of Concord must be named as Additional Insured**

**NOTICE OF AWARD**

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

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY PROJECT NO. RFP12-10

PROJECT: Construction Materials Sampling & Testing, Site Inspection & Observation Services

CITY CONTRACT NO.: RFP12-10

CONTRACT FOR: Materials Sampling & Testing, Site Inspection & Observation Services

You are notified that your Proposal received on \_\_\_\_\_, 2009 for the above Contract has been considered and accepted for you to provide construction materials sampling & testing, site inspection & observation services for the **CITY**. All terms, conditions, specifications and prices shall be in accordance with the **CITY'S** Request for Proposals (RFP12-10) and the **CONSULTANT'S** proposal opened on October 9, 2009.

The **CITY** shall pay to the **CONSULTANT**, the following fees: **SEE ATTACHED**

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within ten (10) calendar days of the date of this Notice of Award, which is by \_\_\_\_\_.

By this date, you must deliver to the **CITY**:

1. One fully executed counterpart of the Agreement; and
2. Your insurance certificate(s), naming the **CITY** as an additional insured, meeting the minimum required types and levels of coverage.

Failure to comply with these conditions within the time specified will entitle the **CITY** to consider your proposal abandoned and to annul this Notice of Award.

Within ten (10) calendar days after you comply with these conditions, the **CITY** will return to you one fully signed counterpart of the Agreement and issue a Notice to Proceed. A separate purchase order shall be issued for each project assigned to the **CONSULTANT**.

CITY OF CONCORD, NEW HAMPSHIRE  
(CITY)

**BY** \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER  
(TITLE)

Copy to COMMUNITY DEVELOPMENT DEPARTMENT, ENGINEERING  
SERVICES DIVISION

## AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ by and between The City of Concord, New Hampshire, hereinafter called the “**CITY**” and \_\_\_\_\_, doing business as (an individual) or (a partnership) or (a corporation) or (a limited liability company), hereinafter called the “**CONSULTANT**”.

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONSULTANT** will commence and provide the construction materials sampling & testing, site inspection & observation services for the **CITY**. All terms, conditions, specifications and prices shall be in accordance with the **CITY’S** Request for Proposals, RFP12-10 and the **CONSULTANT’S** proposal response opened on October 9, 2009.
2. The **CONSULTANT** will furnish all of the material, supplies, tools, equipment, labor and other services necessary to provide the consulting services detailed by RFP12-10.
3. The **CONSULTANT** will commence the work required by the **CONTRACT DOCUMENTS** within \_\_\_\_\_ calendar days of the date of the **NOTICE TO PROCEED**. Completion time for the project shall be three (3) years thereafter. The **CITY** shall have the sole option of renewing this agreement for up to one (1) additional three (3) year period or up to three (3) additional one (1) year periods.
4. The **CONSULTANT** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the fixed fees for services provided with the cost proposal submitted by the **CONSULTANT**. The contract fees shall be:

**SEE ATTACHED**

5. The term “**CONTRACT DOCUMENTS**” means and includes the following:
  - (A) REQUEST FOR PROPOSALS RFP12-10
  - (B) RFP12-10 PROPOSAL RESPONSE DATED \_\_\_\_\_
  - (C) CITY OF CONCORD REQUIRED CONTRACT FORMS
    1. SPECIFICATIONS EXCEPTION FORM
    2. ALTERNATE FORM W-9
    3. INDEMNIFICATION AGREEMENT
    4. INSURANCE CERTIFICATE
  - (F) LETTER OF AWARD DATED \_\_\_\_\_
  - (D) NOTICE OF AWARD DATED \_\_\_\_\_

- (E) AGREEMENT
- (F) NOTICE TO PROCEED
- (G) PURCHASE ORDER
- (H) ADDENDA NO. \_\_\_\_\_ DATED \_\_\_\_\_

6. The **CITY** will pay the **CONSULTANT** in the manner and at such times as set forth in the General Terms and Conditions such amounts as required by the **CONTRACT DOCUMENTS**.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, Executors, administrators, successors and assigns.

**IN WITNESS HEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

**CITY:**

CITY OF CONCORD, NEW HAMPSHIRE

BY \_\_\_\_\_

Name/Title: Douglas B. Ross, Purchasing Manager

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**CONSULTANT:**

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

(Please Type)

Address \_\_\_\_\_

\_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_

(Please Type)

**NOTICE TO PROCEED**

Dated: \_\_\_\_\_

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY PROJECT NO. RFP12-10

PROJECT: Construction Materials Sampling & Testing, Site Inspection & Observation Services

CITY CONTRACT NO.: RFP12-10

CONTRACT FOR: Materials Sampling & Testing, Site Inspection & Observation Services

\_\_\_\_\_  
(Name of Consultant)

You are notified that the Contract Time under the above contract will commence to run within \_\_\_\_\_ calendar days of the date of this Notice to Proceed. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of completion for this contract shall be not later than three (3) years thereafter. The CITY shall have the sole option of renewing the contract for up to one (1) three year period or up to three (1) one year periods.

Before you may start any Work the General Terms and Conditions provides that you must deliver to the CITY:

1. Certificates of insurance, naming the CITY as additional insured, which you are required to purchase and maintain in accordance with the Contract Documents; and

CITY OF CONCORD, NEW HAMPSHIRE  
(CITY)

BY \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER  
(TITLE)

Copy to COMMUNITY DEVELOPMENT DEPARTMENT, ENGINEERING SERVICES DIVISION

City of Concord, New Hampshire



**Finance Department**  
**Purchasing Division**  
 COMBINED OPERATIONS & MAINTENANCE FACILITY  
 311 NORTH STATE STREET  
 Concord, NH 03301  
 (603)225-8530 FAX(603)230-3656  
 www.onconcord.com

Reference: RFP12-10

**If you choose not to propose, please complete the questionnaire below and return it with your response by the proposal opening date. Your assistance in helping us to analyze no proposal rationale is very much appreciated. Thank you.**

\* \* \* \* No Proposal Questionnaire \* \* \* \*

A no proposal is submitted in reply to the City of Concord Request for Proposals (RFP12-10) dated \_\_\_\_\_, for the following reasons:

- \_\_\_\_\_ Item/Service not supplied by our company.
- \_\_\_\_\_ Proposal specification (give reason(s), e.g., too restricted, not clear, etc.).
- \_\_\_\_\_ Profit margin on municipal proposals too low.
- \_\_\_\_\_ Past experience with City of Concord (give specifics, e.g., payment delay, proposal process, administrative problems, etc.). \_\_\_\_\_
- \_\_\_\_\_ Insufficient time allowed to prepare and respond to proposal request.
- \_\_\_\_\_ Proposal requirement too large \_\_\_\_\_ or too small \_\_\_\_\_ for our company.
- \_\_\_\_\_ Priority of other business opportunities limit time/other resources available to deliver or perform according to proposal specifications.
- \_\_\_\_\_ Other reason(s), please specify: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_



Company Name and Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Phone: ( ) \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed/Printed Name & Title)

CITY OF CONCORD  
 COMMUNITY DEVELOPMENT DEPARTMENT  
 ENGINEERING DIVISION

PLANNING AND ENGINEERING CONSULTANT SELECTION CRITERIA WORKSHEET

**PROJECT: Construction Materials Testing & Inspection Services**  
**RFP 12-10**

**CONSULTANT:** \_\_\_\_\_

SELECTION CRITERIA	RELATIVE IMPORTANCE	RATING	SCORE
<u>Consultant Firm:</u>			
General Competence, Reputation and Financial Responsibility	3		
Geographic Location Relative to City of Concord	2		
Ability to Perform Proposed Scope of Services	4		
Specialized Experience in Construction Observation	4		
Specialized Experience in Construction Materials Testing and Inspection	4		
Proven Experience with City of Concord	2		
<u>Project Management and Staff:</u>			
Qualifications and Experience of Project Manager	4		
Availability of Field Staff to Accomplish Scope of Services	4		
Qualifications and Experience of Field and Support Staff	3		
Technical Approach to Accomplish Scope of Services	3		
Range of Testing and Inspection Services Offered	3		
<b>TOTAL SCORE:</b>			

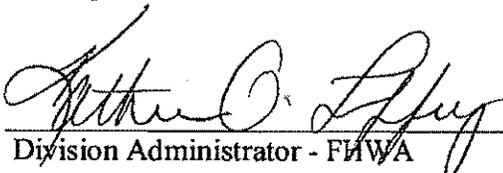
Relative Importance Weighting:	4 = Very Important 3 = Relatively Important 2 = Important 1 = Minor Importance
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Rating Scores:	0 = Unacceptable 1 = Marginal Acceptance 2 = Average Acceptance 3 = Above Average Acceptance 4 = Excellence
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**Quality Assurance Program for  
Municipally Managed New Hampshire DOT Projects**

Submitted by:  4-15-09  
Administrator, Bureau of Materials & Research Date

Submitted by:  4-15-09  
Municipal Highway Engineer Date

Approved by:  4-15-09  
Division Administrator - FHWA Date

## **NHDOT Quality Assurance Program Municipally Managed Federal-aid Projects**

The legislation establishing the Federal-aid Highway program, Title 23 United States Code, requires that Federal-aid projects not on the National Highway System be constructed in accordance with State construction standards (23 U.S.C. 109(p)). The New Hampshire Department of Transportation (NHDOT) has established this quality assurance program to address the materials portion of this requirement for Federal-aid Municipally Managed projects.

This document refers to items by numbers used in the NHDOT Standard Specifications for Road and Bridge Construction and it is intended that Municipally Managed projects use these specifications unless the NHDOT approves an equivalent specification.

It is the policy of NHDOT to provide assurance that the materials and workmanship incorporated into Municipally Managed highway projects conform, or substantially conform, to the requirements of the plans and specifications including approved changes. To accomplish this, the quality assurance program provides for an acceptance program, an independent assurance program, a laboratory qualification program, and a materials certificate as follows:

### 1. Definitions

- **Acceptance Samples and Tests** – All of the samples and tests performed by qualified testing personnel used for determining the quality and acceptability of materials and workmanship which have been or are being incorporated into the project. Acceptance tests determine the conformance of the material to the correct specifications. The results are used to determine acceptance or rejection and may be used to adjust the level of pay for the material.
- **Independent Assurance Program** – Independent samples and tests, or observation of test procedures, performed by Materials and Research (M&R) personnel who do not normally have direct responsibility for quality control or acceptance sampling and testing. These tests are used for the purpose of making independent checks of the reliability of the results obtained in acceptance sampling and testing and not for determining the quality or acceptability of the materials and workmanship directly.
- **Method Specifications** - Specifications that direct the contractor to use specified materials in definite proportions and specific types of equipment and methods to place the material. Each step is usually directed by the Municipality.
- **QC/QA Specifications** - A combination of end result specifications and materials and methods specifications. The contractor is responsible for QC (process control), and the municipality is responsible for acceptance of the product. QA specifications are statistically based specifications that use methods such as random sampling and lot-by-lot testing that let the contractor know if the operations are producing an acceptable product and establish the pay for the item. This program includes sampling and testing requirements for QC/QA hot mix

asphalt and concrete items that use random sampling and testing to determine if specified properties are met and to establish the final pay.

- Quality Control – This constitutes the inspection of equipment and the material sampling and testing done by the Contractor to control his operations.
- Qualified Laboratories – A laboratory that provides calibrated equipment for the required test methods and has been approved by the NHDOT Bureau of Materials & Research.
- Qualified Sampling and Testing Personnel – For soil and asphalt materials, qualified personnel are those who have been certified in the sampling and testing to be performed by the New England Transportation Technician Certification Program (NETTCP) or a person working under the direct supervision of an NETTCP technician certified in the appropriate test. For concrete materials, qualified personnel are those who have been certified in the concrete sampling and testing to be performed by either the American Concrete Institute (ACI) or the NETTCP or a person working under the direct supervision of an ACI or NETTCP certified technician.

## 2. SAMPLING AND TESTING PROGRAM

- All acceptance sampling and testing shall be the responsibility of the municipality managing the construction project.
- All equipment used for acceptance testing shall have been calibrated within the period prescribed by the respective AASHTO method as demonstrated by documentation.
- All acceptance tests shall be performed by qualified sampling and testing personnel at the site using calibrated equipment or at a qualified laboratory.
- All acceptance test reports shall include locations to allow further testing, if necessary. The required frequency of testing is as shown in the tables in this document
- All Independent Assurance sampling and testing shall be the responsibility of NHDOT. NHDOT shall furnish copies of the Independent Assurance test reports to the municipality.
- The sampling location of the acceptance and independent assurance testing shall be as shown in the tables contained in this document. The acceptance tester must be present when Independent Assurance sampling is performed.
- The Independent Assurance personnel shall make a prompt comparison of test results and thereafter investigate, resolve, and document any discrepancies between the results of the assurance and acceptance tests which are outside the acceptable deviations. See the table of acceptable deviations in Appendix B.
- The municipality must contact NHDOT when work is planned on any item requiring NHDOT independent assurance sampling and testing. Contact the following two weeks in advance of the start of work:
  - Soils and Concrete Items – Concrete and Soils Supervisor 271 -1656
  - Asphalt Items – Bituminous Supervisor 271-1663
- Hot mix asphalt quantities less than 5,000 tons will be accepted based on certification from the producer that it is a NHDOT approved mix design, that it meets the appropriate NHDOT specification, and that it is from a NHDOT

certified hot mix asphalt (HMA) plant. The municipality is responsible for obtaining these certifications and the certifications for tack coat and crack sealant.

- All structural concrete mix designs shall be approved NHDOT mix designs and the material shall be produced at a NHDOT approved concrete plant and delivered in NHDOT approved mixing trucks.
- All precast concrete items and structures less than or equal to 20' in span along the centerline of roadway, except full depth deck slabs, will be accepted based on the manufacturer's certification that a NHDOT approved mix design was used, that it meets the appropriate NHDOT specification, and that it is from a NHDOT approved plant. The municipality is responsible for obtaining these certifications.
- All items, except natural materials, not in the Materials Frequency of Sampling and Testing Tables in this document will be accepted either
  - based on the contractor's or producer's certification that it meets the appropriate NHDOT specification, or
  - based on inclusion in the NHDOT Qualified Products List & Certificate of Compliance, whichever is required by Specifications.
  - In addition to the certification, plastic pipe shall be supplied by a National Transportation Products Evaluation Program compliant manufacturer.

It is the responsibility of the municipality to obtain the necessary certifications.

- All natural materials, such as granite, fieldstone, and mulch, not requiring testing or certification in the NHDOT specifications will be accepted based on the municipality's field inspection.
- Contractors are responsible for their own quality control. This includes maintaining production equipment in good working order and all sampling and testing necessary to confirm that all material being produced meets specifications.
- On small projects, defined as having 4,000 cy or less of each select material and/or embankment, no independent assurance testing will be required. A project may still be classified as being a small project if no more than one item exceeds 4,000 cy upon approval of the NHDOT.
- When the term NHDOT or municipality is used, it is understood that the action may be performed by an authorized firm working on behalf of the NHDOT or the municipality.
- Non-NHDOT laboratories, if used in dispute resolution sampling and testing, shall be accredited in the testing to be performed by the AASHTO Accreditation Program.
- The municipality shall prepare a Materials Certificate and submit it to the NHDOT for each Federal-aid municipally managed construction project (See Appendix A for sample Certificate).

**Frequency of Sampling & Testing – Soil Items Method Specifications**

Item	Description	Property	Test Method	Frequency	
				Acceptance	Independent Assurance
203	Embankment	Compaction	AASHTO T191, AASHTO T310, or Test Strip	In place 1/2,000 CY	≤ 30,000 CY None Required >30,000 CY 1 Required
209	Granular Backfill, Bridge	Compaction	AASHTO T191, AASHTO T310, or Test Strip	In Place 2/Abutment or Substructure Location	In Place 1/Structure
		Gradation	AASHTO T27	In Place 1/Structure/Source	None Required
304.1, through 304.6	Select Materials	Compaction	AASHTO T191, AASHTO T310, or Test Strip	In Place 1/1,200 CY	In Place 1/ Project Each Item
		Gradation	AASHTO T27	In Place 1/4,000 CY	In Place 1/Project
		Wear	AASHTO T 96, Grading A	1/Source	None Required
306	Reclaimed Stabilized Base	Compaction	Control Strip	In Place 1/2,000 SY	In Place 1/Project
		Gradation	AASHTO T27	In Place 1/4,000 SY	In Place 1/Project
508	Structural Fill	Compaction	AASHTO T191 or AASHTO T310	In Place 1/Two Lifts/ Location	In Place 1/Structure
		Gradation	AASHTO T27	In Place 1/Structure/Source	None Required

**Frequency of Sampling & Testing – Asphalt Items, Method Specification**

Item	Description	Property	Test Method	Frequency		
				Acceptance	Independent Assurance	Verification Test
403	Asphalt Cement (HMA > 5,000 Tons)*	Relevant AASHTO	AASHTO M320			Asphalt Plant 1/Day
	HMA > 5,000 Ton Quantity*	Compaction	AASHTO T166	In Place 2 Cores/ Lane Mile	None Required	
		Gradation	AASHTO T30 and T164	At Plant 1/750 Tons	At Plant 1/6,000 Tons	
		Asphalt Content	AASHTO T164	At Plant 1/750 Tons	At Plant 1/6,000 Tons	
Emulsified Asphalt	Relevant AASHTO	AASHTO M320			Asphalt Plant 1/Project	
410	Tack Coat	Relevant AASHTO	Certification			
413	Crack Sealant	Relevant AASHTO	Certification			

\* If project HMA method specification quantity is  $\leq$  5,000 Tons, AC content and HMA accepted by certification.

**Frequency of Sampling & Testing – Concrete Items, Method Specifications**

Item	Description	Property	Test Method	Frequency	
				Acceptance	Independent Assurance
520, 608, 615, 616	Structural Concrete, All Classes	Strength	AASHTO T22 & T23	2/200 CY Min. 2/Placement	2/Structure (From Any Class)
		Air Content	AASHTO T152	1/50 CY	1/Structure, (From Any Class)
		Slump	AASHTO T119	1/50 Cy	1/Structure, (From Any Class)
All	Non- Stressed Precast ≤ 20' Span	Strength	AASHTO T22 & T23	None Required Accepted by Certification	None Required Accepted by Certification
		Air Content	AASHTO T152		
		Slump	AASHTO T119		
All	Precast > 20' Span & All Deck Slabs & Prestressed Precast	Strength	AASHTO T22 & 23	2/Member, Bed, or Lot	2/Structure
		Air Content	AASHTO T152	1/Member, Bed, or Lot	1/Structure
		Slump	AASHTO T119	1/Member, Bed, or Lot	1/Structure
	Deck Slabs & Prestressed Precast Items	Rapid Chloride Permeability	AASHTO T277	1/Member, Bed, or Lot	None required

**Frequency of Sampling & Testing  
Asphalt & Concrete Items, QC/QA Specifications**

Item	Description	Property	Test Method	Frequency		
				Acceptance	Independent Assurance	Verification Test
403	Asphalt Cement	Relevant AASHTO	AASHTO M320			Asphalt Plant 1/Day
	QC/QA HMA	Compaction	AASHTO T166	In Place 1 Core/750 Tons	None Required	
		Gradation	AASHTO T30 & T164	In Place 1/750 Tons	In Place 1/6,000 Tons	
		Asphalt Content	AASHTO T164	In Place 1/750 Tons	In Place 1/6,000 Tons	
520	QC/QA Structural Concrete Class A	Strength	AASHTO T22 & T23	Minimum 3 Tests/ Lot, 50 CY Maximum Sublot	2/Structure	
		Air Content	AASHTO T152		1/ Structure	
		Rapid Chloride Permeability	AASHTO T277		None Required	
	QC/QA Structural Concrete Class AA	Strength	AASHTO T22 & T23	Minimum 3 Tests/ Lot, 50 CY Maximum Sublot	2/Structure	
		Air Content	AASHTO T152		1/ Structure	
		W/C Ratio	NHDOT Microwave		1/ Structure	
		Rapid Chloride Permeability	AASHTO T277		None Required	
	Fine & Coarse Aggregate	Gradation	AASHTO T27	None Required	1/Bridge Deck Placement	

## Appendix A

### Sample Materials Certification for Municipally Managed NHDOT Project

Date:

Project Number:

This is to certify that:

The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and the construction operations controlled by the sampling and testing, were in conformity with the approved plans and specifications. All independent assurance samples and tests are within tolerance limits of the samples and tests that are used in the acceptance program.

Exceptions to the two above statements are explained in the attachment to this certification.

\_\_\_\_\_  
Duly Authorized Municipal Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Engineer

\_\_\_\_\_  
Date

## Appendix B

### Independent Assurance/ Acceptance Test Acceptable Deviations

Type of Test	% Deviation
Sieve Analysis – All Items #4 (4.75mm) Sieve and Larger	± 7%
Smaller than #4 (4.75mm) Sieve (Sand Portion)	± 3%
Compaction testing – All Items	± 4%
Bituminous Mix Evaluation #4 (4.75) Sieve and Larger	± 5%
Smaller than #4 (4.75mm) Sieve (Total Sample)	± 3%
Asphalt Content	± 0.6%
Portland Cement Concrete	
Air Content	± 1.1%
Density	± 2%
Slump	± 1" (25mm)