

Administration & Finance – Purchasing Division Christopher J. Gagliastro, MCPPO – Purchasing Director 455 Main Street, Room 201, Worcester, MA 01608

P | 508-799-1220 purchasing@worcesterma.gov www.worcesterma.gov

Christopher J. Gagliastro, MCPPO Purchasing Agent RFP NO. CR-8220-W5 ISSUANCE DATE: 6/14/24

BUYER: Christopher J. Gagliastro, MCPPO

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER REQUEST FOR PROPOSALS NOTICE TO PROPOSERS

RFP TITLE: Pavement Services (OA, OC, CA) / DPWP

REFER TO PAGE 7 FOR PROPOSAL SUBMISSION INFORMATION

General Conditions:

All proposals are subject to the terms, conditions and specifications herein set forth:

- 1. Scope: Provide professional pavement engineering services for a period of one year from date of contract per the attached requirements and specifications City of Worcester Department of Public Works & Parks. This contract may be renewed for two additional one-year periods at the sole discretion of the City (see page 12).
- 2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the amount of N/A must accompany this proposal. This must be submitted under separate sealed cover marked "Proposal Security." In the case of default, the surety shall be forfeited to the City as liquidated damages.
- 3. All terms and conditions are applicable to this proposal except the following section(s) which are hereby deleted from this RFP: 4, 27
- 4. A performance bond in the amount of **not applicable** will be required. If this proposal is accepted by the City and the Proposer shall fail to contract as set forth in these requirements and to give a bond in the aforementioned amount, within ten (10) days, (not including Sundays, Saturdays, or a legal Holiday) from the date of the mailing of a notice from the City to the Proposer, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the proposer has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the proposal security accompanying this proposal shall become the property of the City as liquidated damages. Performance bond shall be on the City's form only.

Any prospective proposer requesting a change in or interpretation of existing specifications or terms and conditions must do so within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal opening date. All requests are to be in writing to the Purchasing Division. No changes will be considered nor will any interpretation issued unless request is in our hands within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal submission date.

Any inquiries related to technical or contractual matters must be submitted in writing to:

Christopher J. Gagliastro, MCPPO
Purchasing Director
City of Worcester, City Hall
455 Main Street, Room 201
Worcester, MA 01608
gagliastroc@worcesterma.gov

- 5. Nothing herein is intended to exclude any responsible Proposer or in any way restrain competition. All responsible Proposers are encouraged to submit proposals. The City encourages participation by Minority and Women Owned Business Enterprises (M/WBE).
- 6. The following meanings are attached to the defined words when used in this RFP.
 - a) The word "City" means The City of Worcester, Massachusetts.
 - b) The word "Proposer" or "Respondent" means the person, firm or corporation submitting proposal on these specifications or any part thereof.
 - c) The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.
 - d) The words "Firm Price" shall mean a guarantee against price increase during the life of the contract.
- 7. All proposals and other documents relating to this RFP are subject to the public records provisions of M.G.L. c.30B and shall remain confidential until the time specified in c.30B section 6 (d).
- 8. All material submitted by vendors becomes the property of the City. The City is under no obligations to return any of the material submitted by a vendor in response to this RFP.
- 9. Each vendor's proposal must remain in effect for at least 120 days from the deadline for its submission. The City will decide upon acceptance within 120 days of submission.
- 10. It is understood and agreed that it shall be a material breach of any contract resulting from this RFP for the Contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color,

- religious creed, national origin, sex, age or ancestry.
- 11. The City reserves the right to accept or reject any or all proposals submitted and waive informalities and technicalities.
- 12. The City will review and analyze each proposal and reserve the right to interview selected proposers. The City shall select the proposer, which in the City's opinion, has made the proposal best suited to the needs and goals of the City and its operations and deemed to be in compliance with the terms of this RFP.
- 13. The Contractor will be required to indemnify and save harmless the City of Worcester for all damages to life and property that may occur due to his or her negligence or that of his or her employees, subcontractors, etc. during the contract derived from this RFP.
- 14. The Contract Agreement will be drafted by the City's Law Department in compliance with the terms of the RFP and may incorporate the terms of this RFP and of the proposal selected.
- 15. The Proposer must certify that no official or employee of the City of Worcester, Massachusetts, is pecuniarily interested in this proposal or in the contract which the proposer offers to execute or in expected profits to arise therefrom, unless there has been compliance with the provisions of G.L.C. 43 section 27, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
- 16. Any proposal withdrawn after time and date specified, the proposer shall forfeit deposit on proposal as liquidated damages.
- 17. A vendor conference will be held as follows: n / a
- 18. The Contractor shall not assign, transfer, sublet, convey or otherwise dispose of any contract which results from this RFP, or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without the previous consent in writing of the City. Should the Contractor attempt any of the above without the written consent of the City, the City reserves the right to declare the Contractor in default and terminate the contract for cause.
- 19. The Contractor shall obtain and maintain in force at all times during the term of the contract derived from this RFP, insurance coverage pertaining to Public Liability, Property Damage and Worker's Compensation in the following types and amounts:
 - A) <u>PUBLIC LIABILITY INSURANCE</u> Contractor to supply the City of Worcester with certificates of insurance covering public liability in an amount not less than \$1,000,000.00 to any one person, and not less than \$1,000,000.00 on account of one accident.
 - B) <u>PROPERTY DAMAGE INSURANCE</u> Contractor to supply the City with certificates of insurance covering property damage in an amount not less than \$1,000,000.00 for damages on account of any one accident, and not less than \$2,000,000.00 on account of all accidents.

- C) <u>COMPENSATION INSURANCE</u> The Contractor shall furnish the City with certificates showing that all its employees shall be connected with the management operations are protected under worker's compensation insurance policies.
- 20. The Contractor shall carry Public Liability Insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contract or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone in his or her employ during the execution of the contract derived from this RFP.
- 21. Prior to starting on the contract derived from this RFP, the Contractor shall deposit with the Purchasing Division, certificate from the insurer to the effect that the insurance policies required in the above paragraph have been issued to the Contractor. The certificates must be on a form satisfactory to the City.
- 22. All prices quoted must include inside delivery, and set-up in place F.O.B. destination to predesignated City of Worcester departments.
- 23. No special charges will be allowed for rigging, packing, crating, freight, express, or carriage unless specifically stated and included in the vendor's proposal.
- 24. The award to the successful proposer may be cancelled in the event of vendor nonperformance as may be determined by the City.
- 25. The successful proposer shall comply with all applicable federal, state and local laws, ordinances, and regulations. The awarded contract shall be governed under the laws of the Commonwealth of Massachusetts.
- 26. Purchases made by the City are exempt from Federal and Massachusetts state taxes and proposal prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
- 27. When the contract is executed, a performance bond, in the full amount of the contract, is required. See paragraph 4. The bond will be of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts. The cost of this bond is the vendor's responsibility. Bonds shall remain in force and effect thru the performance of the contract.
- 28. Expenditures by the City and authorization to spend for particular purposes are made on fiscal year basis. The City's fiscal year is the twelve-month period ending June 30 of each year. The obligations of the City under any agreement to be reached are subject to the appropriation or authorization of the necessary funds. The City agrees to make reasonable efforts to obtain funding and all necessary authorization.
- 29. No amendment to the contract shall be effective unless it is in writing and signed by authorized representatives of both parties and is accepted by the City of Worcester.
- 30. The vendor (and its insurers, if any) shall bear all risk of loss or damage to the equipment

which occurs in transit to the user site. The risk of loss or damage to purchased equipment shall remain with the vendor until the purchase price has been paid and title has passed. The vendor shall also bear the risk of loss or damage to leased or rented equipment during the City of Worcester's possession and use thereof subject, however to such conditions and limitations as may be stated elsewhere in the contract.

- 31. The vendor shall not assign or in any way transfer any interest in the contract without the prior written consent of the City provided, however, that claims for money due or to become due to vendor from the City may be assigned to a bank, trust company, or other financial institution without such consent so long as notice of such assignment is furnished promptly to the City. Any such assignment shall be expressly made subject to all defenses, setoffs, or counterclaims which would have been available to the City against the vendor in the absence of such assignment.
- 32. None of the services to be provided by the vendor pursuant to the contract shall be subcontracted or delegated to any other organization, association, individual, corporation, partnership or other such entity without the prior written consent of the City. No subcontract or delegation shall relieve or discharge the vendor from any obligation or liability under the contract except as specifically set forth in the instrument of consent. Any subcontract to which the City has consented shall be attached to the original of the contract on file in the City of Worcester.
- 33. Neither party will be liable to the other or be deemed to be in breach of the contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather. If the vendor's failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the reasonable control of both the vendor and the subcontractor, and without the fault or negligence of either of them, the vendor shall not be liable for any excess costs for failure to perform, unless the equipment or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. Dates or times of performance will be extended to the extent of delays excused in this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
- 34. The vendor shall provide to the City of Worcester a warranty and a commitment which clearly states that all equipment and services proposed and supplied by the Vendor, and/or its subcontractors, performs as expected and promised by the Vendor.
- 35. The vendor represents that no person other than bona fide employees working solely for the vendor, have been employed or retained to solicit or secure this agreement upon an arrangement or understanding for a commission, percentage, brokerage fee, gift or any other consideration contingent upon the award or making of this contract. For breach or violation of the representation, the City shall have the right to annul the contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage fee or other consideration.

- 36. Any contract made by the City in which the Purchasing Agent or any employee of his/her department, the heads of using agencies or any other officer or employee of the City having a part in the placing of such contract is financially interested, directly or indirectly, shall be void.
- 37. The vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or medical handicap. The vendor agrees to comply with all applicable Federal and State Statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; The Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, Section 4 (1) and all relevant administrative orders and executive orders.

If a complaint or claim alleging violation by the vendor of such statutes, rules or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the vendor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim.

In the event of vendor noncompliance with the provisions of this section, the City shall impose such sanctions as it deems appropriate, including but limited to:

- 1) Withholding of payments due vendor under the contract until vendor complies.
- 2) Termination or suspension of the contract.

SUBMISSION OF PROPOSALS

38. Proposals must be submitted in two (2) packages according to the instructions below. The City intends to consider responses in the Technical Proposal evaluation requirements before considering costs. *Therefore, no reference to pricing may be made in the Technical Proposal.*

A sealed package containing **the original**, **3 copies**, **plus 1 PDF copy on USB drive** of the proposal **must** be labeled as follows:

Purchasing Agent, City of Worcester

Pavement Services – QA, QC, CA / DPWP – Technical Proposal

455 Main Street, Room 201

Worcester, MA 01608

Re: RFP No. CR-8220-W5

A sealed package containing **the original copy** of the proposal **must** be labeled as follows:

Purchasing Agent, City of Worcester

<u>Pavement Services – QA, QC, CA / DPWP</u> – *Price Proposal*

455 Main Street, Room 201 Worcester, MA 01608

Re: <u>RFP No. CR-8220-W5</u>

PRICE PROPOSAL PAGES ARE LOCATED AT END OF SPECIFICATIONS

Proposals must be delivered no later than <u>Wednesday</u>, <u>July 10</u>, <u>2024 at 10:00</u>

<u>AM LOCAL TIME</u>. Late submissions will be rejected, regardless of circumstances. The City is not responsible for submittals not properly marked.

The evaluation and cost proposals will remain confidential until a formal and finalized contract has been executed.

RFP EVALUATION

- 39. The City of Worcester Purchasing Agent will assign an evaluation team, hereafter referred to as the Selection Committee, to perform a full and complete evaluation of RFP submittals. The Purchasing Agent will ultimately forward a formal recommendation of award to the City Manager who has final award authority.
- 40. RFP evaluation responses will be evaluated by the Selection Committee based directly upon vendor's response to mandatory and comparative evaluation criteria. Vendors must meet or exceed the mandatory criteria requirements or be rejected as non-responsive.

Comparative criteria will be evaluated by use of four (4) rating categories as set forth by M.G.L. Chapter 30B:

- 1) HIGHLY ADVANTAGEOUS Vendor's submittal meets all the stated requirements and offers significant performance above the stated requirements.
- 2) ADVANTAGEOUS Vendor's submittal meets the stated requirements without risk or disadvantage.
- 3) NOT ADVANTAGEOUS Vendor's submittal contains some risk or disadvantage but is not unacceptable.
- 4) UNACCEPTABLE Vendor's submittal fails to meet the standards of the stated requirements.

After proposals have been assigned ratings on the basis of each evaluation criterion, a composite rating will be established by the Selection Committee. Submittals will then be ranked based upon finalized composite rating.

41. The Purchasing Agent will identify the most advantageous proposal based upon the rankings of the Selection Committee and an evaluation of the price proposals received. The Purchasing Agent will forward a recommendation for award to the City Manager based upon the most advantageous proposal received considering evaluation rankings and price proposals received.

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name	Address		Zip Code
KINDL	LY FURNISH THE FOLLOWING INFORMATIO	N REGARDING BIDDER:	
(1)	If an Individual or Proprietorship Name of Owner: Business Address:		
		phone No	_
	Home Address Telep	phone No	
-			
(2)	If a Partnership, Full names and add	dresses of all partners	Zip Code
Busine	ess AddressTel. No	Zip Code	

(3) If a Corporation				
Full Legal Name:				
State of Incorporation:	_ Qualified in Massachuset	ts? Yes	No	
Principal Place of Business	Street		P.O. Box	
_	City/Town	State	Zip	
Email:				
Tel	ephone No			
Place of Business in Massach	usettsStreet		P.O. Bo:	<u> </u>
	Street		F.O. Bo.	.
	City/Town		State	Zip
Tel	ephone No			
GIVE THE FOLLOWING INFORMATION	ON REGARDING SURETY COMPANY			
Full Legal Name of Surety Cor	mpany			
State of Incorporation			YesNo	
Principal Place of Business	Street		P.O. Box	
	City/Town	State	Zip	
Place of Business in Massach	Street		P.O. Box	ĸ
	City/Town		State	Zip
	Telephone No			

NOTE:
The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.
E.I. Number of bidder
This number is regularly used by companies when filing their 'EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.
AUTHORIZED SIGNATURE OF BIDDER
TITLE DATE
JNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

Section 10. A person submitting a bid or a proposal for the procurementor disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

"The undersigned certifies under penalties of perjury that this bid or proposal has been made and 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, or other organization, entity, or group of individuals."

(Please Print) Name of Person Signing Bid

Signature of Person Signing Bid

Company

No award will be made without vendor certification of the above.

Proposers must sign and submit the above form with their proposal submission.

DISCLOSURE OF CONTRACT RENEWAL

This contract may be renewed for a second and third year at the sole discretion of the City of Worcester, the option of which will be determined at the end of the current contract year.

In no event will increase exceed (TO BE COMPLETED BY BIDDER)	% for the second contract year.			
In no event will increase exceed (TO BE COMPLETED BY BIDDER)	% for the third contract year.			
Name	 Date			
Title				
IF VENDOR DOES NOT WISH TO BE CONS PLEASE INDICATE BY CHECKING THIS BO	SIDERED FOR A SECOND AND THIRD YEAR OPTION, OX:			
	MPORTANT			
It is understood and agreed, that failure by the bidder to complete the above increase statement, it is the bidders intent to accept a second and third year option at zero (0) percent increase.				
All other Terms and	All other Terms and Conditions to remain the same.			

CERTIFICATE OF AUTHORITY

•	_	of the Board of Direc	
held on	Directors were p	resent or waived noti	ce,
(name of cor	poration)	(date)	
it was voted that			of this company be and hereby is
it was voted that	(officer	and title)	
aumorized to execute	ecution of any co	entract or bond of ob	behalf of said company, and affix its Corporate Sea ligation in this company's name shall be valid and
		A TRUE CO	PPY, ATTEST:
		[Signed]	
		[Company N	Jame and Address]
I hereby certify that I	(Title)	of the _ (Nan	ne of Corporation)
that	. ,	is the duly electe	ed(Title)
	I the above vote I	nas not been amended	l or rescinded and remains in full force and effect
		Name/Title:	
		Data	
		Date:	(Corporate Seal)
WORCESTER, SS.	COMMON	WEALTH OF MASS	SACHUSETTS
WORCESTER, 55.			
On this appeared identification, which	day of	, 2024, before mo, who proved to	the undersigned notary public, personally me through satisfactory evidence of , to be the person whose name is signed at to me he/she signed it voluntarily for its stated
purpose.	anachea docume	in, and acknowledge	a to me ne sue signed it voluntarily for its stated
		Notary Publi My commiss	

PAVEMENT SERVICES (QA, QC, CA) / DPW & P RFP #: CR-8220-W5

Introduction:

The City of Worcester, Massachusetts ("City"), acting by and through its Department of Public Works and Parks (the "DPW&P), is seeking proposals from qualified firms ("Consultant" or "Proposer") to provide professional services, including pavement engineering, material testing, and construction administration as requested by the City. Contract period shall be one year from date of agreement, with options to renew for two additional one-year periods, at the sole discretion of the City.

The proposal must contain a detailed description of how the consultant proposes to carry out the requirements set forth within the RFP. The following is a brief summary of the anticipated scope of services. The City recognizes that consultants may use varying means and methods to accomplish the scope of services. Therefore, this information is to be used as a guide in the development of a project proposal and is not intended to be all inclusive. The consultant, however, must demonstrate a complete and thorough understanding of this project.

Project Scope & Deliverables:

TASK 1: QA Program Improvements and Implementation

Task 1.A

Review the City's existing asphalt material and construction specifications as needed/requested and make recommendations for updated specifications consistent with current MassDOT specifications for asphalt materials. Proposed specifications should include incentive payment to contractors for better than average performance and a disincentive for material that is outside of specification. The objective of this task is to provide greater ability to measure the quality of paving contractors work on a street-by-street basis.

Task 1.B

Conduct instructional workshops for City staff who will be involved with construction inspection. Topics should include inspection of the hot mix as it arrives on the job, inspection of the paver operation, and inspection of the rolling operation. Depending on the number of participants, one or more days may be appropriate for the workshop(s). The objective of this task is incorporate a quality assurance-based approach which requires the contractor to perform its own quality control testing.

Task 1.C

Conduct instructional preconstruction workshops for field staff of all paving contractor awarded projects in FY25 to assure that contractors understand the City's requirements and expectations. Topics will include surface preparation, HMA delivery and placement, joint construction, and compaction.

Task 1 Deliverables

- Updated QA/QC Specifications and Standard Operation Procedures
- Training/Instructional Workshops
- Job Mix Formula Reports and Approvals

Task 2: BASE/SUBBASE/SUBGRADE QUALITY ASSURANCE PROGRAM

Task 2.A

Provide certified soils and aggregate inspectors at project locations within the city for quality assurance sampling and testing of granular materials. Consultant shall possess sufficient internal staffing as to be able to provide certified soil and aggregate inspectors at up to five simultaneous operations within the city as well as respond to urgent or unscheduled construction operations, including work which may occur on nights, weekends, or holidays. Soil and aggregate inspectors shall possess certification from a third-party training organization which satisfies the requirements of 23 CFR Part 637 and at a minimum indicates proficiency with the standards and procedures set forth in AASHTO T 2, AASHTO T 11, AASHTO T 27, AASHTO T 99, AASHTO T 180, AASHTO T 191, AASHTO T 224, AASHTO T 248, AASHTO T 255, AASHTO T 272, AASHTO T 310, AASHTO T 311, ASTM D 2448, and ASTM D 3665.

The certified inspectors project location field work shall consist of monitoring soil and aggregate placement operations, observing compaction and rolling operations, and verifying construction and material specification compliance. The quality assurance activities described herein shall be independent from the quality control testing performed daily in the field by the construction contractor.

Task 2.B

Provide soil and aggregate laboratory testing services to determine the optimum density and gradation of the granular subgrade, subbase, and/or base materials in accordance with ASTM D698/AASHTO T99 or ASTM D1557/AASHTO T108. The Consultant shall possess internal laboratory capabilities with sufficient capacity and ability to process samples from up to five simultaneous projects as well as respond to urgent or unscheduled paving operations, including work which may occur on nights, weekends, or holidays. Consultants laboratory technicians shall possess certification from a third-party training organization which satisfies the requirements of 23 CFR Part 637 and at a minimum indicates proficiency with the standards and procedures set forth in AASHTO T 2, AASHTO T 11, AASHTO T 21, AASHTO T 27, AASHTO T 84, AASHTO T 85, AASHTO T 88, AASHTO T 89, AASHTO T 90, AASHTO T 96, AASHTO T 99, AASHTO T 104, AASHTO T 176, AASHTO T 224, AASHTO T 248, AASHTO T 255, AASHTO T 304, AASHTO T 311, ASTM D 2448, ASTM D 3665, ASTM D 4791, and ASTM D 5821.

The Consultants laboratory(s) shall be capable of testing, analyzing, and evaluating a range of construction materials including concrete, bituminous asphalt, masonry, soil, steel, and wood. The Consultants laboratory(s) shall possess the following accreditations and qualifications:

- AASHTO: ASTM C1077 and E329
- Massachusetts Board of Building Regulations and Standards: Licensed Concrete Testing Laboratory
- USACE: Validated Laboratory for Construction Materials Testing
- Cement and Concrete Reference Laboratory: Approved Laboratory Inspection
- National Voluntary Laboratory Accreditation Program: Current valid accreditation
- MassDOT: Alkali-Silica Reactivity Testing (ASSHTO T303 [modified]/ASTM C15670)
 Approved Laboratory

Task 2.C

Prepare quality assurance reports based on field observations and soil and aggregate analysis and furnish the reports to the City and construction contractor(s). Quality assurance reports shall make note of any field observations or laboratory results that are out of specification or may result in negative impacts to overall project and shall provide recommendations for corrective actions.

Task 2 Deliverables:

- Field inspection and quality assurance services for subgrade, subbase, and base related construction activities
- Soil and aggregate sample collection and laboratory testing services
- Quality assurance test reports for base, subbase, and subgrade materials

Task 3: HOT MIX ASPHALT QUALITY ASSURANCE PROGRAM

Task 3.A

Provide certified hot mix asphalt (HMA) plant technician(s) at the construction contractor(s) designated HMA production plant(s) on days during which the construction contractor(s) is paving on a project in the city. Consultant shall possess sufficient internal staffing as to be able to provide certified HMA plant technicians at up to five simultaneous operations within the city as well as respond to urgent or unscheduled construction operations, including work which may occur on nights, weekends, or holidays. The certified HMA plant technician(s) shall possess certification from a third-party training organization which satisfies the requirements of 23 CFR Part 637 and at a minimum indicates proficiency with the standards and procedures set forth in AASHTO PP 19, AASHTO T 2, AASHTO T11, AASHTO T 27, AASHTO T 30, AASHTO T 40, AASHTO T 84, AASHTO T 164, AASHTO T 166, AASHTO T 168, AASHTO T 176, AASHTO T 209, AASHTO T 248, AASHTO T 255, AASHTO T 304, AASHTO T 308, AASHTO T 312, ASTM 3549, ASTM 3665, ASTM 4791, and ASTM 5321.

The certified HMA plant technician(s) shall perform quality assurance sampling, testing of the project specific hot mix asphalt, and verification of compliance with the City's Standard Specifications and Details. HMA plant inspection shall be performed in accordance with the procedure outlined below:

- 1. Collect one random sublot sample from each 300 tons of material produced.
- 2. Measure and record the temperature for from each sublot sample obtained.
- 3. Prepare superpave mold specimens in accordance with AASHTO T312. Obtain and test a sample for theoretical maximum specific gravity in accordance with AASHTO T209.
- 4. Determine and report percent asphalt in accordance with AASHTO T308. Analyze remaining granular materials in accordance with AASHTO T30.
- 5. Determine structural properties of project specific HMA at production facility in accordance with AASHTO T166. Calculate resulting air voids at the production facility in accordance with AASHTO T269. Calculate VMA (Void in Mineral Aggregate) and VFA (Voids Filled in Aggregate) and provide recommendations for corrective action to the construction contractor and City. A report providing the production plant information, project specific HMA information, test results, and record of any corrective actions taken during production will be furnished to the City. At the request of the City, plant test results will be provided to the producer.

Task 3.B

Provide certified paving inspectors at project locations within the city on days which paving operations occur to monitor asphalt placement operations and inspect compaction and rolling procedures for compliance with the City's Standard Specifications and Details. Consultant shall possess sufficient internal staffing as to be able to provide certified paving inspectors at up to five simultaneous operations within the city as well as respond to urgent or unscheduled construction operations, including work which may occur on nights, weekends, or holidays. The certified paving inspectors shall possess certification from a third-party training organization which satisfies the requirements of 23 CFR Part 637 and at a minimum

indicates proficiency with the standards and procedures set forth in AASHTO T 166, AASHTO T 168, AASHTO T 209, AASHTO T 269, and ASTM D 2950.

Field inspection activities performed on the project site(s) during asphalt paving operations shall consist of inspecting the placement of HMA materials, verification that rolling and compaction operations are being performed in accordance with the City's Standard Specifications and Details, and analyzing compaction of the HMA mat and joint using a density gauge. Field inspection activities shall include monitoring and recording the temperatures of the HMA materials as delivered and placed as well as the nominal compacted thickness of the HMA material. Additionally, field inspection activities shall include inspecting the condition of the base material on which the HMA is being installed and monitoring the construction contractors tacking operations to verify compliance with the City's Standard Specifications and Details. The quality assurance activities described herein shall be independent from the quality control testing performed daily in the field by the construction contractor.

Task 3.C

Prepare quality assurance reports for HMA materials utilized on city paving projects based on field observations and testing and furnish to the City. At the request of the City, quality assurance reports shall be provided to the construction contractor. Quality assurance reports shall make note of any field observations or test results that are out of specification or may result in negative impacts to overall project and shall provide a narrative on the corrective actions taken to address any errors that occurred during asphalt paving operations.

Task 3 Deliverables:

- Field inspection and quality assurance services for HMA production plant operations during asphalt paving operations.
- Field inspection and quality assurance services for HMA properties and construction contractor activities and methods during asphalt paving operations.
- Quality assurance test reports for HMA production plant operations during asphalt paving operations.
- Quality assurance test reports for HMA properties and construction contractor activities and methods during asphalt paving operations.

Task 4: IN-PLACE HOT MIX ASPHALT COMPACTION ANALYSIS

Task 4.A

Perform field sampling and laboratory testing services for compaction analysis for the HMA materials installed on projects within the city including furnishing all tools, labor, equipment, and materials for completing sampling operations, filling cored pavement areas, and performing laboratory analysis. Consultant shall possess sufficient internal staffing as to be able to provide in-place HMA compaction analysis for up to five simultaneous projects within the city as well as respond to urgent or unscheduled construction operations, including work which may occur on nights, weekends, or holidays. The Consultant's field and laboratory staff completing work under this task shall meet the relevant training and third-party certification requirements set forth in Task 2 and Task 3 of this RFP. The Consultant shall possess sufficient internal laboratory capacity to perform the tests described under this task. The Consultants laboratory(s) utilized to complete this task shall meet the requirements set forth in Task 2.

Core sample locations shall be determined at random by the Consultant in accordance with ASTM D3665 and the City of Worcester's Standard Specifications and Details. The Consultant shall sample and analyze compaction of the HMA mat and joint areas by obtaining six-inch (6") diameter cores of the placed HMA material and/or utilizing a density gauge as necessary to verify compliance with the City of Worcester's Standard Specifications and Details. Where cores are taken, the Consultant shall patch the core holes with fresh HMA from a clean source on the project site. If fresh asphalt is not readily available on the project site, standard ashplant cold patch may be used with prior permission from the City. Cores from each location shall be analyzed to determine the thickness of each HMA layer in accordance with ASTM D3549. The bulk specific gravity of the HMA cores shall be determined in accordance with AASHTO T 166 or AASHTO T 331. The Consultant shall utilize the theoretical maximum specific gravity results obtained during the quality assurance testing activities described in Task 3 in combination with results of bulk specific gravity analysis performed as part of this task to verify that HMA installed as part of the construction contractor's operations meets the requirements set forth in the City of Worcester's Standard Specifications and Details. The theoretical specific gravity utilized by the Consultant to perform analysis of the HMA cores shall be the average value for the lot, representing the street or HMA production plant. If the Consultant has not completed quality assurance plant testing for the street or HMA production plant, the last theoretical specific gravity value obtained for the project specific mix shall be utilized, unless directed otherwise by the City. If requested by the City, the Consultant shall determine the theoretical specific gravity for the pavement core samples in accordance with the rate scheduled contained within Exhibit B.

Task 4.B

Prepare compaction and specific gravity reports for HMA materials utilized on city paving projects based on field observations and testing and furnish reports to the City. At the request of the City, quality assurance reports shall be provided to the construction contractor. The Consultant shall analyze and compare the results of in-field and laboratory compaction analysis to the requirements contained within the City's Standard Specifications and Details. HMA compaction reports shall make note of any field observations or laboratory results that are out of specification or may result in negative impacts to overall project and shall provide recommendations for corrective actions.

Task 4 Deliverables:

- In-field HMA compaction analysis and HMA core sample collection services.
- HMA core, thickness, and specific gravity laboratory testing services.
- Compaction reports for HMA materials placed during construction contractor operations.

Task 5: PAVEMENT ENGINEERING AND CONSTRUCTION MANAGEMENT

Task 5.A

Review construction contractor submitted job mix formulas (JMFs) and written quality control plans for compliance with City Standard Specifications and Details and provide feedback and recommendations for corrective actions and improvements. Following award of construction contracts, the Consultant shall request and obtain JMF information from the construction contractor. The Consultant shall review the JMFs submitted by the paving contractor, verify certified test reports for performance graded asphalt binders (PGAB), including the temperature/viscosity chart, verify minimum tensile strength ratio (TSR) value is obtained, and review the associated volumetric information based on submitted gradation and asphalt content. At the request of the City, the Consultant shall conduct any additional necessary testing to ensure that the asphaltic concrete mix is in accordance with the specification requirements. Summaries of all JMF reviews and related recommendations shall be furnished to the City. The

Consultant shall also solicit, obtain, and review quality control plans from all contractors awarded construction contracts for the contract work associated with this RFP. Consultant shall provide feedback and corrective recommendations for contractor submitted quality control plans. Review of all contractor submitted quality control plans and JMFs for proposed HMA materials shall be performed on an annual basis, prior to the construction contractor beginning work in any given calendar year, regardless of the award date of the associated contract.

The Consultant shall provide one representative to attend one pre-bid meeting, preconstruction meeting, and/or construction schedule meeting per City awarded construction contract as requested by the City. During meetings, Consultant shall provide guidance and technical information regarding HMA related City Standard Specifications and Details and contract requirements. The City shall provide any related plans, specifications, special provisions, schedules, submittals, or construction documents as needed to Consultant at least five (5) business days prior to any meetings to be attended by the Consultant.

For the purposes of Task 5, the Consultant shall assume that the work described in Exhibit A will be divided among 6 independent resurfacing contracts. Each contract shall include two (2) job mix formulas, one (1) quality plan review, and attendance at one (1) pre-bid meeting.

Task 5 Deliverables:

- Job Mix Formula review including feedback and recommendations for corrective actions and improvements
- Quality control plan review including feedback and recommendations for corrective actions and improvements
- Attendance at one pre-bid meeting, preconstruction meeting, and/or construction schedule meeting per City awarded construction contract

Minimum Evaluation Criteria:

Any Proposer submitting a proposal must satisfy all of the minimum criteria noted below. Proposals shall include information demonstrating compliance with each of these criteria.

In order to be considered responsive, a proposal must have all of the following documents provided:

- 1) The proposal must contain a detailed description of how the consultant proposes to carry out the requirements set forth within the RFP including a plan of services and a schedule for the completion of such tasks.
- 2) The proposal must demonstrate a thorough project understanding.
- 3) The proposal must contain a description of the sample and data collection methods utilized for QA/QC of paving operations.
- 4) The proposal must contain a description and an example of the reports to be developed.
- 5) The proposal must provide professional background and caliber of previous experience of key persons within the firm and each sub-consultants which may be assigned to this project. Please identify the precise role of any sub-consultants in accomplishing the work.
- 6) The proposal must provide recent experience over the last five years on similar projects including the number of such projects that have been successfully developed and completed.
- 7) The proposal must include a listing of other municipalities/clients with whom your company has worked. (Minimum of three references, including contact information for each)

Proposals that do not meet the minimum criteria will not be considered for further evaluation. Comparative Evaluation Criteria:

Proposals meeting the minimum criteria will be further evaluated based on the comparative criteria noted below. Proposals shall include a narrative and other information demonstrating the proposer's experience and knowledge with respect to these criteria.

The Proposal package shall be evaluated based upon the following:

- 1) Technical Approach, Management and Project Understanding Engineers understanding of the project requirements and providing a sound technical and managerial approach to achieving the project's purpose.
- 2) Data Collection and Delivery Data collection method and thoroughness of paving materials and installation analysis with sound engineering standards along with the delivery useable data. This is to include any QA/QC process to ensure the quality of data collected.
- 3) Project Management Engineer's ability to manage the project, collect all necessary data, and deliver a user friendly end product.
- 4) Evaluation of End Product The delivery of an end product that is easily interpreted to convey the message of the quality of the product installed on site.
- 5) Past Performance/Similar Experience The consultant's prior similar experience, including the work which best illustrates the team's most relevant experience, ability and expertise to perform the services requested in this RFP, and the consultant's past performance on similar projects, ongoing and completed within the past 5 years, including references.

Comparative criteria will be evaluated by use of the rating categories as noted in the front-end documents. Proposals will be considered Highly Advantageous (HA), Advantageous (A) or Not Advantageous (NA) for each category.

1)	Technical Approach, Management, and Project Understanding
НА	Respondent demonstrate(s) excellent understanding of the project, project requirements, and tasks associated with completing project delivery. The respondent demonstrates a complete and sound technical and managerial approach to achieving project goals.
A	Respondent demonstrate(s) basic understanding of the project, project requirements, and tasks associated with completing project delivery. The respondent demonstrates an acceptable technical and managerial approach to achieving project goals.
NA	The Respondent does not demonstrate a thorough project understanding and/or does not have a strong technical approach to achieving project goals.
2) Da	ata Collection and Delivery
НА	Respondent demonstrate(s) a superior data collection method in line with technicalities of industry standards in pavement analysis. The Respondent has a thorough and technical QA/QC process to ensure the data collected is accurate.
Α	Respondent demonstrate(s) an acceptable data collection method in line with technicalities of industry standards in pavement analysis. The Respondent has an acceptable QA/QC process to ensure the data collected is accurate.
NA	The Respondent does not demonstrate thorough and accurate method for data collection. The respondent does not demonstrate a thorough QA/QC process.
3)	Project Management
НА	Respondent demonstrate(s) a superior ability to manage and deliver a complete project in a timely manner.
Α	Respondent demonstrate(s) adequate ability to manage and deliver a complete project in a timely manner.
NA	The Respondent does not demonstrate adequate ability to manage and deliver a complete project in a timely manner.
4) Ev	valuation of the End Product
НА	The respondent demonstrates an end product that will be easily and regularly interpreted by DPW&P staff.
A	Respondent demonstrate(s) an end product that can be interpreted by DPW&P staff.
NA	Respondent does not demonstrate an end product that can be interpreted by DPW&P staff.
5) Pa	ast Performance/Similar Experience
НА	Respondent has significant past experience on projects similar in size, scope and nature to our project in the past 5 years as demonstrated by over 10 similar projects completed and highly favorable references.
А	Respondent has some past experience on projects similar in size, scope and nature to our project in the past 5 years as demonstrated by over 5 similar projects completed and favorable references.
NA	Respondent has limited past experience on projects similar in size, scope and nature to our project in the past 5 year, and some references are limited or unfavorable.

Cost / Price Proposal:

Cost proposals shall include a NOT TO EXCEED fee schedule identifying each distinct task of the scope of services with units, hours, unit rates, hourly rates, labor categories, service categories, and markup. For the purpose of comparison of price proposals, a list of project locations and limits is included as Exhibit A. Proposer shall make use of this list to provide documentation the units, hours, labor, labor categories, and service categories associated with this proposal. The units, hours, unit rates, hourly rates, labor categories, service categories, and markup applied to the tasks under this proposal shall fall to the discretion and professional judgement of the Proposer. Payment for all labor and services described in Tasks 1 through 5 shall be invoiced in accordance with the Proposer provided rates in Exhibit B. All printing, travel and other miscellaneous costs shall be considered incidental in the total, not to exceed fee.

To be completed by proposer:		
Task 1:		
Task 2:		
Task 3:		
Task 4:		
Task 4:		
Task 5:		
<u>Total</u>		*
*Low proposal price to be based on this	total amount	
Signature of person submitting proposal		
Printed Name		
Title		
E-Mail		

EXHIBIT A PROJECT LOCATIONS

Street	Limits	Length (ft)
Eagle Road	Waycross Rd to south end	710
Flagg Street	Berwick St to Hanna Rd	100
Fraternal Avenue	Wilkinson St to Watson Ave	126
Germain Street	Highland St to Institute Rd	1,210
High Ridge Road	Flagg St to Moreland St	270
Hillcroft Avenue	Cutting Ave to King Philip Rd	1,290
Huntington Ave	West Boylston St to west end	190
Moreland Street	Moreland Green Dr to Salisbury St	3,800
Park Avenue	Salisbury St to Highland St	3,250
Trinity Avenue	Lincoln St to #12 Trinity	438
Vinson Street	Eastern Ave to Velander St	116
Vinson Street	Olga Ave. to End	80
Waycross Road	Eagle Rd to northern end	535
Franklin Street	Angela Rose Ln. to Pollock St.	110
Freeland Terrace/		
Lowell Court	Freeland St to Tirrell St	550
Gates Lane	Main St to Wentworth St	2,400
Holland Road	Main St to Catalpa St	900
Massasoit Road	Indiana St to Southwest Cutoff	9,285
Roath Street	Warner Ave to #6 Roath St	200
Southold Road	Greenwood St to #36 Southold Rd	998
Stone Street	South Ward St. to Perry Ave.	280
Travis Street	Lamar Ave to Arborwood Dr	946
Maywood St	Main St to Park Ave	1,700
Marland Road	Entire	1,400
Marwood St	Entire	950
Green Farms Road	Entire	1,100
Granite St	300' North of Aladdin Rd to 600' South of Dane Ave	3,000
Alexander Road	Entire	560
Berkshire St	Entire	500
Casco St	Entire	560
Hastings Ave	Entire	430
Jennings	Entire	2,140
Park Terrace 1	Entire	900
Southwood Road	Entire	1,100
Westinghouse Parkway	Entire	600
Granite St	Aurora St to Nyland St	1,000
Chester St & W Chester	Inman Ave to Grove St	1,600

Erie Ave	Entire	800
Goddard Memorial Drive	Entire	10,000
Jaques Ave	Entire	500
King Phillip	Entire	3,101
Shore Drive	Shore Park Lot to 700' West of Entrance	700
Cheyenne Rd	Indian Hill Rd to Navajo Rd	1,366
Eagle Rd	Waycross St to southerly end	825
Green Farms Rd	Venus Dr to Devonshire Court	1,180
Columbia St (#2)	Water Street to End	115
Lake View Street	175'E of Locust Ave to Agate Ave	771
Lake View Street	Locust Ave E 175' of Locust Ave	180
Sears Island Drive	Bridge Selection	548
Whittier St	6 Edgworth H Hemans	541
Winneconnet Rd	Lake Ave NW Mohican Road	1,148
Houghton	Acton to Heywood	992
Hurtle	Nanita to Parton	919
Upsala	Louise to Providence	759
Progressive	Grafton St to Lachapell	1,345
Dayton	Sever St to West St	773
William St	Russell St to Sever St	899
Castle St	Main St to end of public	395
Ives St	Cambridge to Haynes	880
Woodland St	May to Kingsbury	605
Perrot St	Chandler St to Hadwen	437
First St	Mill St to end of public	1,995
Lanark St	Heard St west to end of public	1,003

EXHIBIT B PROJECT BUDGET

Compensation will be based on daily rates, unit based pricing, or hourly basis for consulting services, as defined by the Fee Schedule below:

FIELD INSPECTION, TESTING, SAMPLING	PROPOSED RATE			
A. Technical Specialist Services				
Asphalt Plant Technician (NETTCP Certified)				
Asphalt Paving Inspector (NETTCP Certified)				
Soils Inspector/Lab Technician				
Soils Inspector (HAZWOPER Certified)				
Concrete Field Inspector (Certified)				
Concrete Plant Inspector (Certified)				
Sample Transportation				
Asphalt Coring				
Test Pits (Soil Sampling)				
Lab Services				
B. Technical Specialist Labor Rates				
Senior Technical Specialist	\$/hr			
Technical Specialist	\$/hr			
CONSULTATION SERVICES AND PROJECT ADMINISTRATION	PROPOSED RATE			
A. Consultation and Administration Rates				
Professional Registered Engineer	\$/hr			
Project Manager / Senior Pavement Consultant	\$/hr			
Operations Manager / Pavement Consultant	\$/hr			
Contract Administrator	\$/hr			

DAILY RATES	PROPOSED RATE
2.0 Field Inspection with Density Gauge	
Extended Day (8-12 hours)	\$ per day
Full Day (4-8 hours)	\$ per day
Half Day (less than 4 hours)	\$ per day
Over 12 hours (See Technical Specialist Labor Rates)	x Rate
3.0 Field Paving Inspection with Density Gauge	
Extended Day (8-12 hours)	\$ per day
Full Day (4-8 hours)	\$ per day
Half Day (less than 4 hours)	\$ per day
Over 12 hours (See Technical Specialist Labor Rates)	x Rate
3.0 Plant Quality Assurance Testing	
Extended Day (8-12 hours)	\$ per day
Full Day (4-8 hours)	\$ per day
Half Day (less than 4 hours)	\$ per day
Over 12 hours (See Technical Specialist Labor Rates)	x Rate

		LABORATORY TESTING	PROPOSED RATE
A.	Ho	t Mix Asphalt (HMA)	
	1.	Aggregates	
		Sieve Analysis (ASTM C136 / AASHTO T27)	\$/Sample
		Washed Sieve Analysis (AASHTO T27 & T11)	\$/Sample
		 Mechanical Analysis of Extracted Aggregates (T30) 	\$/Sample
		Specific Gravity (ASTM C127 / AASHTO T84)	\$/Sample
		Specific Gravity (ASTM C128 / AASHTO T85)	\$/Sample
		L.A. Abrasion (ASTM C131 / AASHTO T96)	\$/Sample
		Soundness (ASTM C88 / AASHTO T104)	\$/Sample
		• Flat and Elongated Pieces (ASTM D4719)	\$/Sample
		• Sand Equivalent (ASTM D2419)	\$/Sample
		Coarse Aggregate Angularity	\$/Sample
		Fine Aggregate Angularity	\$/Sample
	2.	Tensile Strength Ratio (ASTM D4867/AASHTO T283)	\$/Sample
	3.	Extraction Test No Additives (ASTM D2172, C136)	\$/Sample
	4.	Extraction Test with Additives	\$/Sample
	5.	Moisture Content of Mixture (ASTM D1461)	\$/Sample
	6.	Bulk Specific Gravity - Dense Graded (Includes Thickness and Trimming) (ASTM D2726 / AASHTO T166)	\$/Sample
	7.	Bulk Specific Gravity - Open Graded (Includes Thickness and Trimming) (ASTM D1188/AASHTO T275, ASTM D6752/AASHTO T331)	\$/Sample
	8.	Core Thickness (ASTM D3549)	\$/Sample
	9.	Trimming of Asphalt Cores	\$/Sample
	10.	Maximum Theoretical Density (ASTM D2041)	\$/Sample
В.	Soi	ls	
	1.	Washed Sieve Analysis (AASHTO T27 & T11)	\$/Sample
	2.	Atterberg Limits (LL/PI) (ASTM D4318)	\$/Sample
	3.	Classifications of Soils (ASTM D2487)	\$/Sample
	4.	Proctor Density (ASTM D1557, D698)	\$/Sample
	5.	Permeability (Falling Head)	\$/Sample

C. Po	ortland Cement Concrete	
1.	Aggregates	
	Sieve Analysis (ASTM C136 / AASHTO T27)	\$ /Sample
	Washed Sieve Analysis (AASHTO T27 & T11)	\$ /Sample
	 Unit Weight (ASTM C29 / AASHTO T19) 	\$ /Sample
	Specific Gravity (ASTM C127 / AASHTO T84)	\$ /Sample
	Specific Gravity (ASTM C128 / AASHTO T85)	\$ /Sample
	• L.A. Abrasion (ASTM C131 / AASHTO T96)	\$ /Sample
	 Soundness (ASTM C88 / AASHTO T104) 	\$ /Sample
	Organic Impurities (AASHTO T21)	\$ /Sample
	• Clay Lumps and Friable Particles (AASHTO T112)	\$ /Sample
	Lightweight Pieces (AASHTO T22)	\$ /Sample
2.	Concrete Test Cylinders (ASTM C31, C39)	
	• 6" x 12"	\$ /Sample
	• 4" x 8"	\$ /Sample
3.	Concrete Core Testing (ASTM C42)	
	 Preparation and Testing, 2" - 6" diameter 	\$ /Each
	Trimming of Cores	\$ /Sample

NOTES	PROPOSED RATE	
1. Overtime (over 12 hours per day; nights (6 pm – 6 am), Saturdays, Sundays, and Holidays)	x Rate	
Same Day Laboratory Service	x Fee	
Next Day Laboratory Service	x Fee	
2. Mileage	\$ per mile	
3. Equipment Expense for Generator and Coring Rig	\$ per day	
4. Equipment Expenses for Test Pit Equipment	\$ per day	
5. Last Minute/On-Site Cancellation Fee	\$ per application	