

**CITY OF LEBANON  
NEW HAMPSHIRE**

**REQUEST FOR QUALIFICATIONS FOR A  
DOWNTOWN LEBANON VISIONING STUDY  
AND  
TUNNEL PROJECT**

**1. GENERAL:**

The City of Lebanon, New Hampshire (hereafter referred to as the CITY) is seeking the services of a multi-disciplinary Consulting Firm or Team (hereafter referred to as the CONSULTANT) licensed in the State of New Hampshire and lawfully engaged in the practice of architecture, planning, and/or urban design and civil and structural engineering for the completion of a **Downtown Lebanon Visioning Study and Tunnel Project**. Interested parties should respond to this Request for Qualifications (RFQ) on or before the time due for submission.

Following the receipt of the qualification statements, City Staff will evaluate the submissions and select no more than three (3) CONSULTANTS for further consideration.

Emphasis in selecting a CONSULTANT will be placed on the CONSULTANT's experience in analysis and studies similar to those that the City anticipates doing.

**2. PROPOSAL SUBMISSION:**

The CITY will hold a **mandatory informational meeting at 1:00 PM on March 2, 2015** at Lebanon City Hall, Level 5-Council Chambers, 51 North Park Street, Lebanon, New Hampshire for any CONSULTANT seeking to submit a qualification statement in response to this RFQ. The meeting will include a site visit in Lebanon. Qualification statements received from any CONSULTANTS not in attendance at the informational meeting will not be considered by the CITY.

Following the informational meeting, qualification statements must be received no later than **1:00 PM on March 12, 2015** to be eligible for consideration by the CITY. Qualification statements must be submitted in nine (9) hard copies and one (1) electronic copy addressed to David Brooks, Director of Planning & Zoning, 51 North Park Street, Lebanon, New Hampshire, 03766, telephone (603) 448-1457. Each qualification statement shall be submitted in a sealed envelope that is clearly marked "Request for Qualifications - Downtown Lebanon Visioning Study and Tunnel Project".

**3. GUIDELINES FOR PROSPECTIVE CONSULTANT:**

It is the policy of the CITY that contracts be awarded only to a responsible CONSULTANT. In order to qualify as responsible, a prospective CONSULTANT 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 satisfactory record of performance and documented successful completion of similar projects.

**4. SELECTION PROCESS AND AWARD OF CONTRACT:**

Following receipt of the qualification statements, City Staff will evaluate the submissions and select no more than three (3) CONSULTANTS for further consideration. This evaluation procedure may be supplemented with an interview by City staff in Lebanon of the CONSULTANTS being considered as well as reference checks. All candidates that have submitted qualification statements who will no longer be considered will be notified of the CITY's decision in writing. Each top-rated CONSULTANT shall also be notified of its standing and will be requested to submit a detailed proposal to the CITY within 15 days of notification. The proposal shall include a detailed scope of services describing the research, analysis and actions to be taken to complete the project, a timeline with milestones, and a fee schedule. This proposal, after evaluation by the CITY, will be the basis of further negotiations between the CITY and any or all of the top-rated CONSULTANTS.

Any contract entered into by the CITY shall be in response to a CONSULTANT'S proposal and subsequent discussions and negotiations. The award shall be based on the CITY being satisfied that the CONSULTANT has possession of adequate financial resources for performance, or ability to obtain such resources; possession of the necessary experience, organization, technical and professional qualifications, skills and facilities; ability to comply with the proposed or required time of completion or performance; possession of a satisfactory record of performance; and cost of the project. ***The resulting contract shall be a firm fixed price.***

The contract will consist of this RFQ and any amendments thereto, as well as the CONSULTANT'S proposal as amended after negotiations and agreement by the CITY of its terms, subject to appropriation of funds by the Lebanon City Council.

**5. LIMITATIONS:**

This RFQ 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.

The CITY reserves the right to accept or reject any or all submissions or proposals received as a result of this request, or to cancel in part or in its entirety this RFQ, if in the best interest of the CITY.

**6. REVISIONS TO THE REQUEST FOR QUALIFICATIONS:**

Any questions or inquiries about this RFQ must be submitted in writing and must be received by David Brooks, Director of Planning & Zoning, no later than seven (7) calendar days before the deadline for submission of qualification statements in order to be considered. Any changes to the RFQ or requirements for the submission of the qualification statements will be provided to all CONSULTANTS who attended the informational meeting.

**7. TECHNICAL EVALUATION:**

In the evaluation of the statements, the CITY at its discretion may obtain technical support from outside organizations. The CONSULTANT will agree to fully cooperate with the personnel of the outside organization.

**8. STATEMENT PREPARATION:**

In order to facilitate evaluation of the qualifications and experience, the CONSULTANT is instructed to follow the outline below in responding. Qualification statements that do not follow the outline, or do not contain the required information, may be considered as incomplete and may not be considered. Additional and more detailed information may be annexed to the main body of the reply.

**A. CONSULTANT Background Materials**

Information concerning the background, education, certifications, experience, and reputation of the CONSULTANT which is considered pertinent. If CONSULTANT anticipates using subcontractors as part of a team approach to supply some of the expertise needed to complete the project, the same information should be supplied for them.

**B. Ability to Perform**

Previous work on similar projects - the CONSULTANT will demonstrate its understanding with projects of this type or existing similar work. The

CONSULTANT shall list all studies and analyses of comparable type and/or size which it has successfully completed within the last five (5) years and shall provide copies of any relevant final reports or studies from a minimum of two such projects.

C. Individuals Assigned and Backup Capability

Include the resumes of individuals who will be assigned to the project, including the individuals working as subcontractors, as well as the alternates who would be assigned in the event of an unexpected problem in initial personnel assignment.

D. Staff Project Manager - Contact Person

Identify the staff project manager along with the person's resume and the number of hours that person will actually be involved. Information about other multi-disciplinary team efforts that the staff project manager has led, including the use of subcontractors, should be included.

E. CONSULTANT'S Experience

The CONSULTANT shall provide a list of previous and current contracts which are considered identical or similar to the scope of services discussed herein.

The list described above shall include the following:

1. Contract duration, including dates.
2. Services performed and fees for services.
3. Name, address and telephone number of client who may be contacted for verification of all data submitted.
4. Statement as to whether project was completed on time and within budget.

F. Technical Project Approach

Each CONSULTANT will provide a brief narrative indicating its proposed technical and multi-disciplinary approach with a preliminary project timetable for the goals and scope of services described in sections 10 and 11 below.

**9. PROJECT BACKGROUND:**

In 1964, the City of Lebanon experienced a significant fire within and adjacent to its downtown area. Following the event, in the late 1960s, the City approved and implemented an urban renewal plan that included relocating the historic main

street (Hanover Street) to the south behind the downtown buildings and converting the former public street to a pedestrian mall. The Hanover Street realignment eliminated several other roadway connections in downtown in order to provide space for additional parking and building development at the western end of the pedestrian mall. In addition, a previously open and active railroad right-of-way through the downtown area was enclosed within a tunnel beneath the pedestrian mall and a portion of the upper parking area.

Nearly 50 years later, many of the infrastructure improvements completed with the urban renewal project are approaching the end of their expected useful life. The tunnel in particular, which is no longer used for rail purposes, has experienced significant deterioration in the last several years. In the Fall of 2014, a portion of the parking area over the tunnel was closed to vehicular traffic due to structural concerns thereby cutting off circulation between the upper and lower parking lots south and west of the pedestrian mall. Access to the interior of the tunnel, which had become a pedestrian passageway, has also been closed to the general public as a safety measure. The pedestrian mall itself remains open to non-vehicular traffic at this time, but continued deterioration of the tunnel structure could force a complete closure of the areas above the tunnel.

As part of a Capital Improvement Planning project, the City intends to take the opportunity to revisit the broader urban design and function of downtown Lebanon, including existing development, traffic circulation, access management, and parking patterns within the downtown area. This broader effort addresses several statements and actions contained within the City's 2030 Master Plan (adopted in March 2012), which calls for the continued revitalization of the City's two Central Business Districts (6.1.S3). Specifically, the Master Plan calls for ensuring a sufficient supply of centrally-located public parking with a greater visual linkage to downtown businesses (4.1.S22, 3.1.A11, 3.1.A10); improved and upgraded infrastructure including pedestrian and streetscape amenities (4.1.S3, 4.1.A12, 3.1.A8, 3.1.A9); and improved visibility of and access to the Mascoma River as a focal point for the downtown (3.1.S17, 3.1.S27, 3.1.A21).

Included in the Capital Improvement Planning project (as approved by the Lebanon City Council) is the need to address the tunnel condition and to begin designing and completing improvements to restore the structural integrity of the tunnel in order to permit full use of the pedestrian mall and reconnection of vehicular traffic between the upper and lower parking areas south and west of the pedestrian mall.

Attached to this RFQ is an aerial map outlining the area included in the Downtown Lebanon Visioning Study, which includes both public and private land uses such as City Hall, the Lebanon Opera House, the pedestrian mall (which has had a community college and private retail and restaurant uses), the Mascoma River, Colburn Park (which is frequently used for community events), a senior center and senior housing, the Carter Community Recreation facilities, the

AVA Gallery and Art Center, the development of a rails-to-trail recreational use, and two parcels formerly occupied by the City's Department of Public Works.

The Master Plan as well as an interactive GIS mapping system with aerial maps are available online on the City's website at [www.lebnh.net](http://www.lebnh.net).

**10. PROJECT GOALS:**

The CITY seeks a creative and qualified CONSULTANT to assist with engaging the community in a process to identify a long-range, multi-faceted vision to make downtown Lebanon a desirable destination for the region. The project has the following goals:

- A. Identify and assess through citizen engagement and professional analysis the range of alternatives and feasibility for revising the downtown to enhance the physical appearance and functionality of the area. Alternatives to be considered will include, but not be limited to, near-term and long-term modifications for building (re)development; traffic circulation; access management; parking layout and location; pedestrian and bicyclist circulation, to include the Mascoma River Greenway and other trails and pathways; streetscape amenities; and other improvements within the downtown.
- B. To present the preferred vision and strategies, based on citizen input and consensus support, for recommended near-term and long-term modifications. The vision and strategies should include an estimated timetable and sequencing for such modifications as well as recommendations for appropriate financing mechanisms to achieve the near-term and long-term elements of the plan.
- C. To assess the current condition and immediate structural needs of the railroad tunnel beneath the pedestrian mall and parking area. This goal needs to be addressed early in the schedule of the entire study.
- D. If required, to provide a specific design and construction timetable for restoring the structural integrity of the tunnel to permit the reconnection of vehicular circulation and parking above the tunnel.
- E. Completion of the entire visioning study by February 1, 2016, unless an alternative schedule is negotiated and approved by the CITY and CONSULTANT.

**11. SCOPE OF SERVICES:**

The Downtown Lebanon Visioning Study and Tunnel Project will consist of a publicly-driven process that will review, analyze, and make recommendations on a variety of topics, which may include, but not be limited to:

- Development of a current mission statement and vision for downtown Lebanon
- Feasibility of implementing a Community Improvement or Business Improvement District (CID or BID)
- Desired business and land use mix
- Marketing / branding
- Functionality and efficiency
- Character and urban design
- Walkability and pedestrian environment
- Multi-modal transportation issues (including bicycles and bus stops)
- Wayfinding and gateways
- Vehicular traffic flow
- Downtown parking and parking management
- Downtown events and activities
- Public space / greenspace management
- Public art / fountains
- Impact on surrounding residential neighborhoods
- Connectivity to downtown (river, greenway, surrounding neighborhoods)
- Multi-agency coordination and collaboration
- Sustainable development practices
- Preservation of historic resources
- Security issues and solution - perception v. reality

The CONSULTANT selected will be expected to familiarize themselves with the City of Lebanon's Master Plan adopted March 26, 2012, which represents the community's vision for 2030.

The CONSULTANT selected will be charged with coordinating all aspects of the effort, including but not limited to, facilitating public engagement, interaction with relevant boards/committees, and working with City staff to identify and assemble the project team.

***Sections 12 through 19 are shown for the information of the CONSULTANTS. The future contract for services will include the same or substantially similar terms to the following, as applicable:***

**12. INSURANCE:**

Various forms of insurance will be required as per the attached sheet (please refer to page 10). Professional liability insurance will also be required.

**13. CONTRACT:**

The CITY'S obligation for payment to CONSULTANT shall be for a lump sum fee that is not to exceed the negotiated amount, unless there is mutual written agreement to expand the scope of services.

CONSULTANT acknowledges that the CITY is a municipal corporation subject to the laws of the State of New Hampshire, and further acknowledges and agrees that the contract, and the appropriation of funds to pay for it, is subject to the approval of the Lebanon City Council. In the event the Council does not approve the project and the scope of services as presented, or does not appropriate the entire amount of compensation as set forth in the proposal, the parties will have the option of amending the proposal, the scope of services and/or the fees or of terminating the agreement, whichever is applicable or appropriate within the discretion of either party. In such event, it is agreed that neither party will have suffered damages or have financial recourse against the other party for said decision of the Council and each party shall be responsible for its own costs and expenses with respect to this RFQ and any proposal presented to the CITY prior to Council approval.

**14. MODIFICATIONS AFTER AWARD:**

Notwithstanding the lump sum fee agreement, the CITY reserves the right to incorporate minor modifications to the contract. The CONSULTANT will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request if the CONSULTANT can show that the timing or extent of the modification requires a major effort on its part.

**15. PAYMENT SCHEDULE:**

Invoices are due in duplicate and payable monthly. Invoices are to be for the actual dollar value of the services provided. Each invoice will describe the work that was performed and/or completed with reference to the scope of services and the agreed-upon schedule. For payment purposes, invoiced time period shall end on the last Friday of the month.

**16. OWNERSHIP OF REPORTS / DRAWINGS:**

At the completion of the project or at its termination (if earlier than completion), all work product generated as a result of the contract, including research and information gathered, project analyses, data and materials, as well as reports, drawings and specifications prepared or furnished by CONSULTANT for the project, shall be delivered promptly to the CITY and shall be the exclusive property of the CITY upon payment of CONSULTANT'S invoices.

**17. DISAGREEMENTS AND DISPUTES:**



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

**18. TERMINATION FOR CONVENIENCE OF THE CITY:**

The CITY may terminate the CONTRACT at any time and for any reason by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and materials shall become the CITY's property. If the CONTRACT is terminated by the CITY as provided herein, the CONSULTANT will be paid for all services rendered to the date of termination consistent with provisions concerning payments, plus all reimbursable expenses, less payments of compensation previously made.

**19. INDEMNIFICATION:**

The CONSULTANT agrees to protect, defend, indemnify, and hold the CITY harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof), or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in indemnity hereunder. The CONSULTANT further agrees to investigate, handle, respond to, provide defense for, and defend any such expenses related thereto, even if the claims or allegations are considered groundless, false, or fraudulent. 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.

**CERTIFICATE OF INSURANCE**

**ISSUE DATE(MM/DDJYY)**

Producer:

COMPANIES AFFORDING COVERAGE

- (A)
- (B)
- (C)
- (D)
- (E)

Insured:

**COVERAGES:**

<b>CO LTR</b>	<b>TYPE OF INSURANCE</b>	<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE (MM/DD/YY)</b>	<b>POLICY EXPIRATION (MM/DD/YY)</b>	<b>LIMITS</b>
	Commercial General Liability				\$500,000 each person \$2,000,000  aggregate
					\$1,000,000 Project aggregate
	Comprehensive Automobile Liability				\$500,000 each person \$500,000 each occurrence
	Umbrella or Excess Liability				\$1,000,000 Aggregate
	Workers' Compensation and Employers Liability				Statutory

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:**

**CERTIFICATE HOLDER NAMED AS A NAMED  
INSURED:**

City of Lebanon  
51 North Park Street  
Lebanon, NH 03766

**CANCELLATION:**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left.

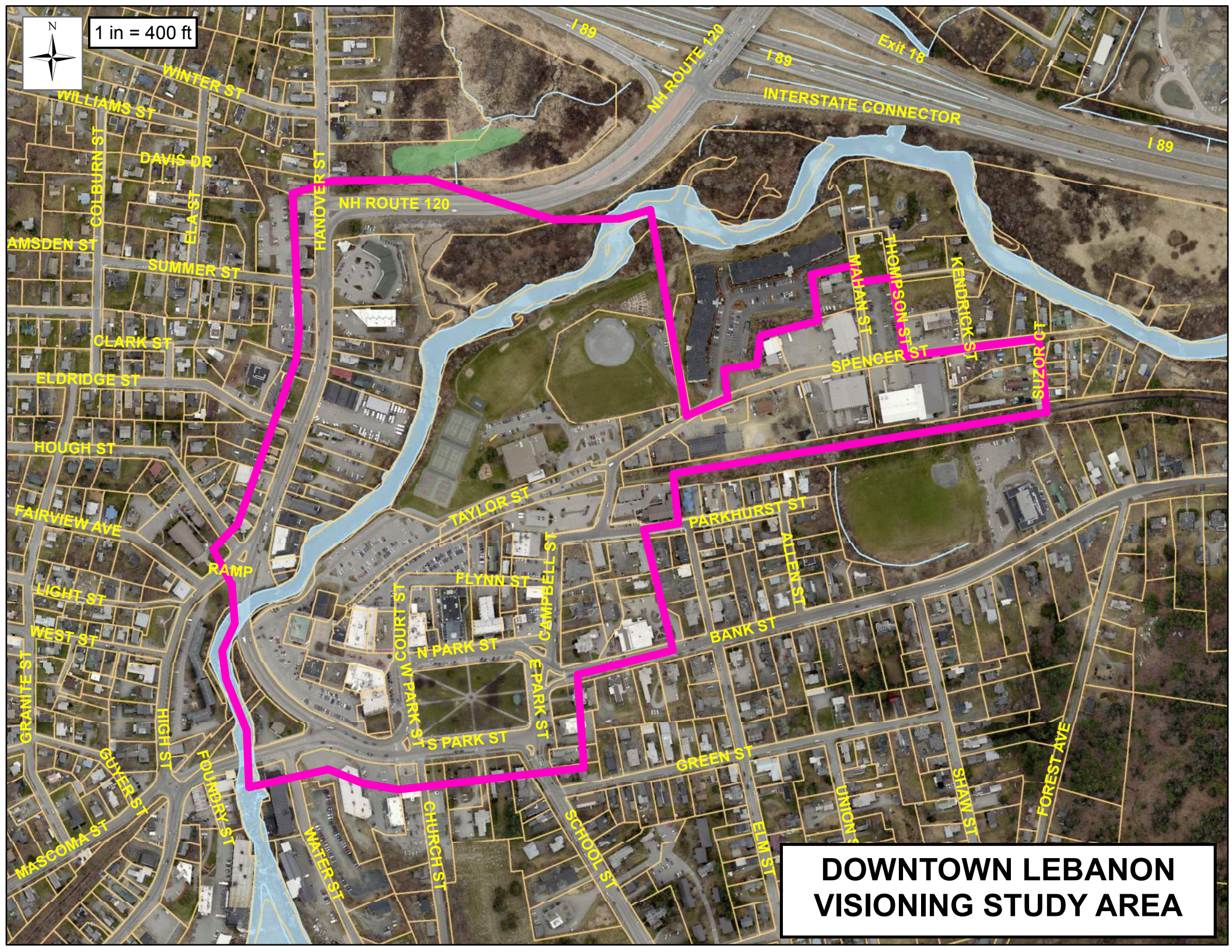
**AUTHORIZED REPRESENTATIVE:**

**Note: The expiration date of the policy should be after the completion of the project or event, as applicable. Note: Thirty (30) day cancellation notice required**





1 in = 400 ft



**DOWNTOWN LEBANON  
VISIONING STUDY AREA**