



## REQUEST FOR PROPOSALS

### Berlin Town Offices and Garage Stormwater Final Design ID#5643

The Central Vermont Regional Planning Commission (CVRPC) is requesting proposals from qualified individuals or firms for the final design and construction oversight of a stormwater remediation site in the Town of Berlin at their town offices and garage.

### I. SCHEDULE

Date	Item
July 24, 2018	Request for Proposals issued
August 2, 2018 1 – 2 PM	Site visit for interested contractors
August 10, 2018	Deadline for submission of questions in writing
August 15, 2018	Response to questions issued at <a href="http://www.centralvtplanning.org">www.centralvtplanning.org</a>
August 24, 2018 at 4pm	Proposals Due
September 14, 2018	Contractor Notification
October 2, 2018	Contract Start
April 30, 2019	Contract Completion

Questions in writing may be sent via email ([deandrea@cvregion.com](mailto:deandrea@cvregion.com)). Inquiries are to be directed to Pam DeAndrea at [deandrea@cvregion.com](mailto:deandrea@cvregion.com).

Proposals must be submitted via email. Proposals must be clearly marked “Berlin Town Office and Garage Stormwater Final Design” and delivered via email to **Pam DeAndrea, Senior GIS Planner**, [deandrea@cvregion.com](mailto:deandrea@cvregion.com).

Proposals received after the submittal deadline will not be considered. Proposals sent via fax or mail will not be considered.

Qualified disadvantaged (DBE) and women-owned (WBE) businesses are encouraged to submit proposals. Proposers are required to document whether the individual is a DBE or WBE. CVRPC, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C §§ 2000b to 200b-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, will afford disadvantaged business enterprises full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## **II. BACKGROUND**

The Central Vermont Regional Planning Commission (CVRPC) works to assist its member municipalities in providing effective local government and to work cooperatively with them to address regional issues. As one of eleven regional planning commissions enabled through 24 V.S.A. §4341, CVRPC is a political subdivision of the State of Vermont. As such, it is a tax exempt organization.

The project came out of the Stormwater Master Planning effort conducted in 2017 by Watershed Consulting Associates, LLC and managed by the Central Vermont Regional Planning Commission. The site includes buildings, a gravel access drive between the Town Office and Town Garage (the access road to the site is paved), open storage areas, and a paved parking lot, all associated with the Berlin Town Offices and Town Garage located at 108 Shed Road in Berlin, Vermont. Stormwater currently sheet flows through this area, and down a bank into Pond Brook. Since this is a municipally owned site that is over three acres impervious surfaces, the Town is very supportive of the project and ready to move forward with final design.

Preliminary (30 percent) designs have been completed for the site which includes the concept of impervious surface reduction and revegetation between the offices and the garage, regrading part of the driveway to prompt better drainage, and adding a catchbasin to route flow to a gravel wetland northwest of the Town Offices building. Soils are mapped as being very poor in terms of infiltration potential at this site, so soils and infiltration testing were not previously conducted. The preliminary design includes a constructed swale along south side of the parking lot, and the installation of a catchbasin to route stormwater to a gravel wetland south of Town Office building. Some regrading may be necessary to redirect flow to the catchbasin. Also included in the design is the construction of a vegetated buffer strip along the fence line to filter runoff from the public works facility north of town offices prior to entering the river.

This final design is funded through a grant with VT DEC Clean Water Block Grant Program. The budget for the final design is \$8,360. The consultant will work under the direction of CVRPC and the project will be administered by CVRPC. The consultant will collaborate with

CVRPC staff, VT DEC and a steering committees comprised of local municipal representatives. A project location map can be found in Appendix A of this RFP.

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

#### *SERVICES REQUIRED*

##### **Task 1: Kickoff Meeting**

CVRPC will organize a kickoff meeting to take place within one week of the contract start date for the selected contractor to attend with representatives from the Town of Berlin and CVRPC staff. The preliminary design will be discussed as well as the need for an updated design plan and schedule of deliverables.

##### **Task 2: 60 % Engineering Design**

The selected contractor will provide a draft of the engineering design at the 60% completion level to CVRPC containing detailed engineering plans for the stormwater treatment including swale, pipes, catch basins and any proposed treatment, and a report explaining the design including site photos. The report must also include information for any permits needed for design implementation as well as cost estimates for implementation.

##### **Task 3: Municipal Approval**

CVRPC will organize a meeting with the Town of Berlin to discuss the draft 60% level engineering plans and ensure that they meet the specifications for the site. Feasibility for implementation of the design as well as the status of any permit requirements will be discussed. Once this meeting has been completed and there is agreement on the design plan, the contractor will present the design to the Selectboard for their approval.

##### **Task 4: 90% Engineering Design**

The selected contractor will provide the adjusted final design if needed based on the design plan review meeting to CVRPC containing detailed engineering plans for the stormwater treatment and associated stormwater infrastructure, and a report explaining the design. The report must also include information for the construction bid packet including material lists, quantities, and build specifications including elevations.

##### **Task 5: Final Design Plan Meeting**

CVRPC will organize a meeting with the Town of Berlin to present the 90% level engineering plans and ensure that they meet the specifications for the site and that the project would be feasible from a funding, permitting, and logistics perspective.

### **Task 6: Final Design**

Based on the discussions at the final design plan meeting, the consultant will provide CVRPC an update to the 90% designs including updates to the cost estimates.

### *PERFORMANCE REQUIREMENTS*

The following performance measures must be adhered to by the contractor as part of this contract:

<b>Task</b>	<b>Date</b>	<b>Deliverable</b>
1	October 19, 2018	Kick off meeting, meeting minutes
2	January 11, 2019	60% Stormwater Engineering Design, cost estimate and description report with photos
3	January 23, 2019	Meet with municipal representatives, meeting minutes
	February 4, 2019	Present design plan at Selectboard meeting to obtain design approval
4	February 20, 2019	90% Stormwater Engineering Design, description report, bid documents for construction and updated cost estimate
5	February 28, 2019	Meet with municipal representatives, meeting minutes
6	March 29, 2019	Final Design Plan including updated description report and cost estimate

## **IV. PROPOSALS**

### *SCOPE OF SERVICES*

#### General Requirements

Proposals must:

- describe how the contractor intends to carry out the services described.
- provide a services/deliverables schedule.
- describe any changes to the scope of work identified in Section III of this RFP.
- identify what support will be required from CVRPC during all phases of work.

#### Technical Qualifications

Proposals must include the following:

- 1) A description of the firm, including addresses of all offices proposed for involvement in this project, structure of the firm, size of the firm, number of years the firm has been in business, and the firm's experience with similar projects.
- 2) A statement of the firm's financial stability and ability to complete all services.

- 3) List of people who will work on the contract, including names, education, professional licenses, registrations or certifications, relevant experience (resumes are acceptable), and role in the contract. CVRPC must preapprove use of any staff not identified in the proposal.
- 4) Examples of relevant past experience and a minimum of three references, which will include engineering design description, contact person, phone number, and address of reference. References should demonstrate the experience of the specific staff proposed to work under the CVRPC contract. CVRPC reserves the right to check references beyond those provided by the contractor.
- 5) Proof of insurance. The selected contractor will be required to add CVRPC and its officers and employees as an additional insured for services performed. The proposal must demonstrate that either the contractor currently has insurance or is eligible for insurance.

### *COST PROPOSAL*

The cost proposal must:

- identify costs by task and person hours.
- identify an hourly rate(s) by individual(s) providing services.
- detail other expenses (travel, etc.).

### *SUBMISSION REQUIREMENTS*

Proposals must be submitted electronically to Pam DeAndrea at [deandrea@cvregion.com](mailto:deandrea@cvregion.com).

The CVRPC assumes no responsibility and no liability for costs incurred relevant to the preparation and submission of the proposal or any other costs prior to issuance of a contract.

Proposals received after due date and time will not be considered.

Upon submission, all proposals become the property of the CVRPC. The expense of preparing, submitting, and presenting a proposal is the sole responsibility of the contractor. The CVRPC retains the right to reject any and all proposals received, to interview or not interview any or all firms responding to this RFP prior to selection, to negotiate with any qualified source, or to cancel in part or in its entirety this RFP if it determines such action to be in the best interest of the CVRPC or that of eligible parties. Reasons for cancellation or rejection will be provided to all registered vendors in writing. This solicitation in no way obligates the CVRPC to award a contract.

## *PROPOSAL EVALUATION*

Contractor selection will be based on the following factors:

1. Completeness and responsiveness of submission.
2. Scope of Work Format and Contents (10%):
  - a. Is the proposal written in concise language understandable to a non-technical audience?
  - b. Is the proposal well organized and easily navigable?
3. Qualifications and Responsiveness (60%): To what degree:
  - a. Do the personnel to be assigned to this project have the necessary qualifications to conduct this work?
  - b. Do the personnel to be assigned to this project have experience in support and maintenance for similar systems and organizations?
  - c. Does the contractor have a proven record of successful completion of similar work within time and budget constraints?
  - d. Are communication skills responsive to the audience that will be served?
  - e. If multiple staff will be used to serve this contract, do the assigned staff members demonstrate success working together with each other specifically as a team unit?
  - f. Is the contractor's availability and accessibility adequate for CVRPC's needs? For example, is the contractor's demonstrated response time and react system for support requests adequate and competitive?
4. Cost Proposal (10%):
  - a. Is the cost proposal thorough and clearly linked to the proposed scope of services?
  - b. Are rates and costs reflective of an efficient level of effort necessary to complete the task, compensation reflective of level of expertise, materials appropriate to the task and expectations of quality, and overall reasonable costs as accepted in the industry?
5. References (20%):
  - a. Which types of services has the contractor provided to the reference?
  - b. How satisfied was the reference with the contractor's interactions with it?
  - c. How satisfied was the reference with the contractor's technical expertise, ability to meet deadlines and budgets, reporting, and overall value and quality of work?
  - d. How did the contractor demonstrate value-added expertise?
  - e. Was the reference satisfied with how the contractor dealt with problems that arose? Give an example.
  - f. What, if any, challenges did the reference experience with the contractor?
  - g. How does this contractor compare with others the reference has worked with?
  - h. Would the reference recommend the contractor for providing the described Scope of Services and desired qualifications?

If any changes are made to this RFP, an addendum will be issued to contractors expressing interest and providing CVRPC with contact information. Alternative delivery methods may be arranged by request. A contractor may correct, modify, or withdraw a response to this RFP via written notice received by CVRPC prior to the submission deadline. Modifications must be submitted electronically and clearly labeled “Modification No. \_\_\_”. Each modification must be numbered in sequence, and must reference the original RFP.

After the opening of responses to this RFP, a contractor may not change any provision of the response in a manner prejudicial to the interests of CVRPC or fair competition. If a mistake and the intended correct wording are clearly evident on the face of the response document, the mistake will be corrected to reflect the intended correct meaning and the contractor will be notified in writing. Contractors may not withdraw responses to this RFP so corrected. A contractor may withdraw an opened response to this RFP if a mistake is clearly evident on the face of the response document, but the intended correct wording is not similarly evident.

CVRPC reserves the right to seek clarification of any statement submitted, conduct interviews with contractors, and to select a contractor that is best able to address the services requested and promote the public interest.

CVRPC reserves the right to examine all aspects of responses submitted, tangible and intangible. CVRPC reserves the right to withdraw this Request for Proposals, and/or to advertise for new submissions at any time if it is in the best interest of the CVRPC to do so. A contract will be awarded as deemed to be in the best interest of the CVRPC.

Pursuant to State of Vermont Laws, anyone in any matter relative to the procurement of services who intentionally makes a material statement that is false, omits or conceals a material fact in a written statement, submits or invites reliance on a material writing that is false, submits or invites reliance on a sample or other object that is misleading, or uses any trick, scheme or device that is misleading in a material respect will be subject to sanction pursuant to the laws of the State of Vermont.

#### **IV. STANDARDS AND DELIVERABLES**

1. Except for appendices, all reports are to:
  - a. be presented for ease of readability by the average citizen;
  - b. include charts, graphs and other graphics as appropriate;
  - c. include executive summaries or abstracts suitable for broad distribution;
  - d. include a glossary of technical terms, and a list of references or citations for all sources of data and information.

3. All documents must be provided in digital form (Microsoft Office format for report text and PDF format for full report). Images (photos, maps, drawings, graphics, etc.) must be provided as separate files for use by CVRPC.
4. All written reports must be provided double-sided. The use of recycled paper is strongly encouraged.
5. Copies of all reports and documents, including drafts, should be provided to CVRPC *no less than one week prior* to any scheduled review or discussion.
6. All data, databases, reports, programs and materials, in digital and hard copy formats, created under this project must become the property of the Central Vermont Regional Planning Commission.

## **V. CONTRACTING PROVISIONS**

### *CONTRACT COMPLETION*

Performance under the scope of work must be completed by the dates indicated in Section I.

### *PAYMENT*

The amount and timing of payments will be determined during contract negotiations. Requests for payments must be made directly to the CVRPC, and payments made must be 100 percent of the amount requested for eligible services. CVRPC anticipates making payments within 30 days of invoicing.

### *OWNERSHIP OF MATERIAL*

All rights, titles to and ownership of the data, material, and documentation resulting from this contract project and/or prepared for the CVRPC pursuant to a contract between CVRPC and the selected contractor must remain with the CVRPC.

### *COMPLIANCE WITH STATE AND FEDERAL LAWS*

All contractors must comply with any and all applicable laws, statutes, ordinances, rules, regulations, and/or requirements of federal, state, and local governments and agencies thereof, which relate to or in any manner affect the performance of this agreement. CVRPC receives funding from numerous state and federal agencies. Those requirements imposed upon the CVRPC as a recipient or subrecipient of state and federal funds are thereby passed along to the contractor and any subcontractors, and those rights reserved by the state or federal government are likewise reserved by the Central Vermont Regional Planning Commission.

All contractors and any subcontractors must carry adequate insurance coverage and must affirm being an equal opportunity employer with an affirmative action plan. Contractor must further certify that it will comply with the provisions of the Americans with Disabilities Act.

It is the policy of the CVRPC that Disadvantaged Business Enterprises (DBE) have the opportunity to participate to the maximum extent feasible in procurement and contracting.

If the contractor is a natural person, not a corporation or partnership, the contractor states that, as of the date the contract is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

The contractor makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the contractor is a resident of Vermont, contractor makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**The Central Vermont Regional Planning Commission  
is an Equal Opportunity Employer.**

Appendix A  
Site Map



### LEGEND

-  Shoreland 100' Setback
-  Shoreland 250' Setback
- Wetland - VSWI
  -  Class 1 Wetland
  -  Class 2 Wetland
  -  Buffer
-  Wetlands Advisory Layer
-  River Main Stem Waterbodies
-  WBID Watersheds
- Flood Hazard Areas (Only FEMA)
  -  AE (1-percent annual chance flood)
  -  A (1-percent annual chance floodpl)
  -  AO (1-percent annual chance zone feet)
  -  0.2-percent annual chance flood ha
-  River Corridors (Jan 2, 2015)
-  Small Streams - 50ft Setback
-  Soils - Hydric
-  Parcels (Standardized)
-  Act250 Permits \*\*INCOMPLET
-  Waterbody
-  Stream
-  Parcels (Non-Standardized)
-  Town Boundary

1: 1,626  
April 16, 2018



### NOTES

Map created using ANR's Natural Resources Atlas

83.0 0 42.00 83.0 Meters

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere 1" = 136 Ft. 1cm = 16 Meters

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