



## REQUEST FOR PROPOSALS

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### Kent Hill Rd Scoping Study – Calais Vermont

The Central Vermont Regional Planning Commission (CVRPC) is soliciting proposals for the completion of a scoping study. The scoping study will evaluate existing conditions, replacement alternatives, and recommendations for a culvert in the Town of Calais. The culvert is located in Pekin Brook on Kent Hill Road, bounded by North Calais Road, and lies in Zone A of the Special Flood Hazard Area.

#### I. SCHEDULE

Thursday, June 1, 2023	RFP published and advertised
Friday, June 16, 2023, 12:00PM	Deadline for submission of questions in writing
Tuesday, June 20, 2023, 5:00 PM	Response to questions published at <a href="http://www.centralvtplanning.org">www.centralvtplanning.org</a>
Friday, June 30, 2023, 2:00 PM	Proposal deadline - emailed
Within two weeks of proposal deadline, proposers will notified of the selection committee's decision	
July 19, 2023	Contract Start
November 29, 2024	Contract Completion
February 28, 2025	Final invoice submitted

Questions and inquiries are to be directed to Keith Cubbon via email ([cubbon@cvregion.com](mailto:cubbon@cvregion.com)).

Proposals must be submitted via email. Proposals must be clearly marked "Calais Kent Hill Rd" and delivered via email to Keith Cubbon, [cubbon@cvregion.com](mailto:cubbon@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 their DBE or WBE status. 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 2000b-4), 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. INTRODUCTION or 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 CVRPC is soliciting proposals for the completion of a Scoping Study to consider hazard mitigation options along Kent Hill Road, Calais. This study will involve extensive community outreach, to assess the needs of residents. The planning process will seek to lessen the negative impact of storm damage on the effected roadways and structures. The planning work will develop a final scoping report, a 30% design and refined cost estimate for the preferred alternative. Alternative scope and preliminary cost estimates will include up/downstream impacts to be addressed. Additionally, the final report will include: a Benefit Cost Analysis (BCA) for the preferred alternative, funding options for the final design and construction, and any permits that will be required to implement.

CVRPC will serve as the project manager. The Consultant will collaborate with CVRPC staff, town representatives, and the public.

## **III. SCOPE OF WORK**

This scoping study is needed to evaluate alternatives for the replacement or repair of the Pekin Brook culvert on Kent Hill Road. Project components are expected to include:

### **Project Initiation and Data Collection:**

1. Kick off meeting – Plan kick off meeting between consultant, CVRPC, and the Town.
2. Existing data review – evaluation of existing conditions including review of flood history, channel assessment and field survey.

3. Field data collection/section survey – Field channel cross sections, channel profile, the floodplain, and nearby infrastructure. Survey cross sections located to define the channel, floodplain, and culvert
4. Borings – Drill Borings to determine the culvert foundation
5. Existing conditions base map – Show existing topo, culvert, channel, floodplain
6. Project constraints – The Consultant shall identify all resources in the vicinity of the project. These resources include, but are not limited to, the following:
  - a. Wetlands
  - b. Archaeological and historic sites/districts
  - c. Air and water quality
  - d. Noise sensitive land uses
  - e. Fish and wildlife habitats
  - f. Endangered/threatened species
  - g. Community character (local aesthetics)
  - h. Socioeconomic characteristics
  - i. Agricultural lands
  - j. Land and Water Conservation Funds lands (Section 6(f))
  - k. Public and recreational land (Section 4(f))
  - l. Underground and above-ground utilities
  - m. Right of Way
7. The resource evaluations shall be sufficiently detailed to present the full range of impacts on the project environment. All constraints shall be listed.
8. The Consultant will identify potential or known conflicts with identified constraints and possible techniques of resolving those conflicts.
9. Meetings shall be held with the Consultant, the CVRPC Project Manager and the Town of Calais at project completion and prior to the public Alternatives Presentation. These two meetings shall be informal and last approximately 60 minutes.
10. A public presentation meeting shall be held in the town of Calais at a location of their choosing.

#### Alternatives Analysis and 30% Design:

1. Hydrology and hydraulics – Conduct updated hydrology and hydraulic analysis to predict peak flow, flood depth and velocity for existing conditions and alternatives analysis. It is anticipated Hydrologic Engineering Center-River Analysis System will be used for this

study and will build on the 2016 study [“Pekin Brook Floodplain Mapping And Calais Town Hall Alternatives Analysis September 2016” by Milone and MacBroom.](#)

2. Alternatives analysis/preferred alternative selection – Develop/refine alternatives for analysis. Evaluate impacts for at least 3 alternatives expected to be evaluated including: no action, removal of the culvert, full replacement to current AOT standards. Additional alternatives may emerge during the scoping process. The Consultant shall develop a draft feasibility report to include evaluations of all viable alternatives. Alternatives for this project should consider the ease of implementation and allow for short, medium and long-term improvements to be pursued by the municipality. The alternatives should also emphasize low-cost improvements that the municipality will be able to implement without additional engineering work or external funding.
3. Evaluate Alternatives:
  - a. From information obtained at the steering committee, the Consultant shall prepare/revise a final list of alternatives.
  - b. The Consultant will then prepare an evaluation matrix for each of the various improvements. The consultant will present the alternatives and matrix to the CVRPC Project Manager and steering committee members for comment. The alternatives will be analyzed to determine if they are viable, permitted, and cost effective.
  - c. The matrix will contain information concerning basic designs, impacts assessed, the need to acquire right-of-way, an estimated cost, and any permits required. Where appropriate, the Consultant shall utilize the standard matrix used by AOT.
4. Project Report – Develop draft scoping report, distribute to Town, CVRPC, and the public. Draft Project Feasibility Report
  - a. The Consultant shall compile all pertinent information gathered during the investigative stage of the project feasibility process, including all relevant meetings and engineering analyses, in a draft feasibility report for each part of the project. The draft report should include:
    - i. Base map/plan sheets showing pertinent features, which may include general topography, property lines, setbacks, roadway alignment and grade, construction limits, existing and proposed alternative paths.
    - ii. Typical sections, and critical cross sections if survey data is available from recent or upcoming projects.
    - iii. Earthwork estimate, from available topologic data, recent or upcoming projects.
    - iv. Cost estimates.
    - v. Where appropriate, the Consultant shall analyze the impact each alternative will have on supporting infrastructure and pedestrian safety. In the event that additional traffic data is needed, the Consultant may be required to collect it. The Consultant shall identify any geometric deficiencies.

- vi. Alternatives shall be submitted to the project steering committee for initial review and comment.
  - b. A summary of the resource impacts will be prepared to clearly state the information presented in the evaluation matrix. A synopsis of the alternatives will be prepared that includes benefits and impacts for each alternative and a final recommendation will be presented for each part of the project.
  - c. Upon completion of the project feasibility report, the Consultant shall deliver an electronic copy to be reviewed by the CVRPC Project Manager. The CVRPC Project Manager will provide the Consultant with comments on the draft feasibility report, and a revised draft feasibility report shall be distributed to the project steering committee, and any other parties deemed appropriate. The CVRPC Project Manager will provide any additional comments to the Consultant on the draft feasibility reports.
  - d. Comments from this review shall be addressed and the draft feasibility report revised to reflect those changes.
5. Project Team Meeting and Public Meeting – Hold meeting with CVRPC and Town to present scoping report and alternatives, hold public meeting to present alternatives and gather public input on preferred alternative.
- Locally Preferred Alternative Presentation Meeting
- a. The Consultant shall set up a meeting with the public, local officials, and CVRPC. Present the draft project scoping report and the selected local preferred alternative.
  - b. The Consultant shall give at least ten days written notice of the meeting. This meeting may be coordinated with a regularly scheduled Select board meeting.
  - c. The Select board will be given the opportunity to discuss the locally preferred alternative and vote whether to endorse the locally preferred alternative and the draft project scoping report.
6. Final Project Feasibility Report
- a. The Consultant shall develop a final written report to include any revisions requested by the CVRPC Project Manager and the project steering committee and an Executive Summary of the recommendations and findings of the report.
  - b. The Consultant, with the concurrence of the CVRPC Project Manager, will submit copies in portable document format (pdf), and one Microsoft Word format of each final report and all project graphics and plans. Project graphics and plans also shall be provided in .jpg or .tif format.
  - c. The final scoping report will incorporate the draft reports and will include 30% design project plans. The final report will include, but not be limited to, the following:
    - i. Title page.

- ii. Base Map/plan sheets showing general topography, culvert, channel, and floodplain, approximate construction limits, and local and extent of all environmental constraints. Plans provided to scale.
- iii. Updated hydrology and hydraulic analysis to predict peak flow, flood depth and velocity for existing conditions and alternatives analysis. It is anticipated HEC-RAS will be used for this study and will build on the 2016 study.
- iv. Develop/refine preferred alternative. Create 30% design and refined cost estimate. Alternative scope and preliminary cost estimates will include up/downstream impacts to be addressed.
- v. Photographs illustrating the project area and conditions.
- vi. Initial construction cost estimates
- vii. BCA will be developed based on preferred alternative. Identify funding for final design and construction, including anticipated permits required.
- d. In conjunction with the scoping plans submittal, the Consultant shall identify potential or known constraints and any conflicts that where identified.

#### 7. Design Criteria

- a. All structural, highway, and pedestrian designs must be in accordance with applicable Town, State and Federal design standards.
- b. Project design and plans preparation will conform to requirements of the AOT Design Manual and other relevant policies and standards. Where conflicts exist, the governing criteria will be determined by AOT. Any need for design exceptions will be brought to the attention of the CVRPC Project Manager.

#### Public Outreach Process

- a. Kick off meeting-between town officials and CVRPC
- b. Hold meeting with CVRPC and town to present scoping report and alternatives
- c. Hold public meeting to present alternatives and gather public input on preferred alternative.

### REPORTING

1. The Consultant will hold monthly conference calls with the CVRPC Project Manager and members from the Steering committee to provide updates and status of the project.
2. Progress Reports
  - a. Progress Reports showing tasks underway/completed, schedule adherence, meetings held and progress towards document completion shall be forwarded to the Project Manager with each invoice during the study.
  - b. Progress Reports must be current with the CVRPC Project Manager for the processing of invoices to proceed.
3. Meetings, Presentations and Site Visits- Meetings shall be held with the Consultant, the CVRPC Project Manager and the Town of Calais at project kick-off and prior to the public Alternatives Presentation. These two meetings shall be informal and last approximately

60 minutes. A public presentation meeting shall be held in the town of Calais at a location of their choosing.

## Documents

1. The Consultant shall provide materials for CVRPC and the Town of Calais. At a minimum this will include pdf versions of: all meeting announcements, all meeting minutes, all draft and final deliverables.
  - a. One electronic copy of the Draft Project Scoping Report shall be provided.
  - b. One electronic copy of the Final Project Scoping Report shall be provided.
  - c. All draft and final reports shall be printed double sided.
  - d. Plastic and non-recyclable covers shall not be used.
2. Data Formats
  - a. All data collected, text bases, drawings, details and documents must be recorded and delivered in formats that are fully compatible with the existing systems utilized by CVRPC, and Calais.
  - b. The Consultant shall furnish all drawings and details in electronic form acceptable to Calais and CVRPC.
  - c. Word processing, spreadsheet files and database files shall be supplied in Microsoft Word, Excel and Access. Mapping data files will be provided in an electronic form acceptable to Calais and CVRPC.

## PERFORMANCE REQUIREMENTS

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

Task	Start Month	Deliverable
1.1	1	Kick off meeting
1.2	2	Review existing information
1.3	3	Field data collection/section survey
1.4	4	Test borings
1.5	5	Existing conditions map
2.1	6	Hydrology and hydraulics
2.2	7	Alternative Analysis
2.3	8	Project Report
2.4	9	Project Team Meeting, Public Meeting
2.5	10	30% Plans and Cost Opinion
2.6	11	FEMA BCA, potential funding package
2.7	12	Submit Final Report

## **IV. PROPOSALS**

### *SCOPE OF SERVICES*

#### General Requirements

Proposals must:

1. describe how the contractor intends to carry out the services described.
2. provide a project schedule.
3. describe any changes to the scope of work identified in Section III of this RFP.
4. 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 stream hydraulics focused 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 a project 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:

1. identify costs by task and person hours.
2. identify an hourly rate(s) by individual(s) providing services.
3. detail other expenses (travel, etc.).
4. total cost.



### *SUBMISSION REQUIREMENTS*

One (1) electronic Portable Document Format (PDF) file must be received on/before the time specified in the Project Schedule and can be emailed to Keith Cubbon, Planner, (cubbon@cvregion.com) with the subject line "Kent Hill Road Scoping Study."

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 proposers 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 (70%): 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 for support requests adequate and competitive?
  - g. Input from optional consultant reference checks.
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. Schedule (10%):
- a. Is the schedule thorough and clearly linked to the proposed scope of services?

If any changes are made to this RFP, an addendum will be posted to the CVRPC web site by the date indicated in the section 1 of this RFP and 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.

## **V. 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.

## **VI. CONTRACTING PROVISIONS**

### *CONTRACT REQUIREMENTS*

The Contractor must be able to sign CVRPC's standard contract and attachments, which will be made available for review on or before June 16, 2023 or will be available on the CVRPC website at [https://centralvtplanning.org/news/rfq\\_rfp/](https://centralvtplanning.org/news/rfq_rfp/).

### *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.**