



REQUEST FOR PROPOSALS

Town of Marshfield Emergency Watershed Program 04/22/2024

OVERVIEW

CVRPC, Project Partner for the Town of Marshfield, invite qualified firms to submit a Scope of Work and Cost Proposal to complete final designs and provide bid and construction oversight for ten pre-approved watershed protection projects.

Inquiries regarding this Request for Proposals (RFP) may be directed to Eli Toohey, Planner, Central Vermont Regional Planning Commission via email at toohey@cvregion.com. Please submit questions pertaining to this RFP to Eli Toohey in writing at toohey@cvregion.com by May 3, 2024 at 4:00 PM with the subject line "Marshfield EWP RFP Questions." Answers to questions received by the deadline will be compiled into a single document and attached to the bid advertisement on the [Vermont Bid Registry](#) and posted to the [CVRPC website](#). Answers will be posted on or before May 10, 2024. If changes are made to this RFP, an addendum will be issued to firms that express interest and provide CVRPC with contact information (i.e. registered vendors). An addendum will also be attached to the original advertisement on the [Vermont Bid Registry](#) and posted to the [CVRPC website](#). Proposals are due May 17, 2024 at 4:00 PM.

Project Partners encourages qualified disadvantaged (DBE) and women-owned (WBE) businesses to submit proposals. Proposals 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 its associated Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, will afford DBE and WBE 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. It is the policy of CVRPC that DBEs have the

opportunity to participate to the maximum extent feasible in procurement and contracting.

CVRPC is an Equal Opportunity Employer.

SCHEDULE

Construction will take place during the 2024 season.

Date	Item
April 22, 2024	Request for Proposals issued
May 3, 2024	Deadline for submission of questions in writing
May 10, 2024	Response to questions posted on Vermont Bid Registry and the CVRPC website
May 17, 2024	Proposals Due by 4:00 PM
May 22, 2024	Award Notification
May 23, 2024	Estimated Contract Start
December 11, 2024	Contract Completion

BACKGROUND

The U.S. Department of Agriculture’s Natural Resources Conservation Service (NRCS) administers the [Emergency Watershed Protection Program](#) (EWP) which responds to emergencies created by natural disasters. The EWP Program is a recovery effort aimed at relieving imminent hazards to life and property caused by floods, fires, windstorms, and other natural disasters. The Town of Marshfield has been approved for architectural and engineering fees in addition to the construction costs. The NRCS may bear 100% of the engineering and administrative costs and up to 75% of the eligible construction cost of emergency measures. The remaining 25% must be covered by the project sponsor, who is the Town of Marshfield (see [EWP Sponsor Guide](#)), and can be in the form of cash or in-kind services.

EWP is designed for installation of recovery measures following a natural disaster. All EWP works of improvement must reduce the threat to life and property; be economically, environmentally, and socially defensible; and be technically sound. Threats that the EWP Program addresses are termed watershed impairments. These include, but are not limited to:

- debris-clogged waterways,
- unstable streambanks,
- severe erosion jeopardizing public infrastructure,
- wind-borne debris removal, and
- damaged upland sites stripped of protective vegetation by fire or drought.

Seven landowners in the Town of Marshfield have had projects accepted into the NRCS EWP Program. The Project Partners seek a Professional Engineer to provide final designs, as well as bid and construction oversight for the ten projects. The NRCS State Engineer has already completed individual Damage Survey Reports (DSR) which provide the details of a site-by-site investigation and the recommended measures for implementation. Proposed remediation strategies for the seven project sites include;

- (6 sites) streambank protection
- (1 site) debris removal

The DAMAGE SURVEY REPORT REPAIRS TABLE on the following page includes additional remediation details and total estimated construction costs for each of the ten sites. Reference this table in the COST PROPOSAL section.

DAMAGE SURVEY REPORT REPAIRS TABLE

DSR Number	Proposed Remediation	Riprap Key	Comments	Estimated Construction Cost
5041-028	Streambank Protection: Install 150 linear feet of 12-foot-high x 4-foot-thick riprap.	4-foot deep		\$146,254.00
5041-030	Streambank Protection: Install 150 linear feet of 12-foot-high x 4-foot-thick riprap.	4-foot deep		\$102,938.00
5041-033	Streambank Protection: Install 75 linear feet of 12-foot-high x 4-foot-thick riprap.	4-foot deep		\$36,875.00
5041-034	Debris Removal: Remove woody debris from channel and excavate ~50 CY of sediment to restore capacity.			\$18,094.00
5041-037	Rock Lined Waterway: Install 150 linear feet of 6-foot-high x 5-foot-thick riprap.	5-foot deep		\$91,063.00
5041-041	Streambank Protection: Install 100' of 8-foot-high x 4-foot-thick riprap	4-foot deep		\$56,675.00
5041-235	Streambank Protection: Install 75 feet of 4-foot-thick x 9-foot-high riprap.	4-foot deep		\$48,944.00
TOTAL CONSTRUCTION BUDGET:				\$500,843

SCOPE OF WORK – REQUIRED SERVICES

TASK 1: ATTEND PROJECT KICK-OFF MEETING AND SITE VISIT

The Selected Consultant shall attend a project kick-off meeting and site visits with the Project Partners to discuss the project timeline, division of labor, design plans, permit requirements and any other issues pertinent to the project. The meeting may be held in person or remotely at the discretion of the participants. CVRPC will schedule the meeting within two weeks of the contract start date. The Selected Consultant shall provide meeting minutes for the project kick-off meeting to CVRPC.

TASK 2: ASSESS PERMIT NEEDS AND PERMIT FEASIBILITY

The Selected Consultant shall document any permit requirements for project implementation, including an indication of potential challenges or conflicts for obtaining said permit(s). Completion of Cultural Resources and Environmental Review is necessary for areas that may be impacted outside of the boundaries of the Damage Survey Report. Any changes to the area of impact shall be reported in a detailed and timely manner to the NRCS State Engineer and appropriate state or federal agencies. This includes but is not limited to ingress/egress routes, any staging areas, any disposal areas, and the project area.

TASK 3: 90% ENGINEERING DESIGN

The Selected Consultant shall prepare an Intermediate Design Report which includes 90% design(s) and cost-estimates for the ten sites. The Intermediate Design Report shall be submitted to the NRCS State Engineer to determine whether further review is necessary.

TASK 4: MEET WITH PROJECT STAKEHOLDERS

The Selected Consultant in coordination with the Marshfield Selectboard shall organize landowner meetings to discuss project design(s), estimated cost(s) and confirm landowner commitment to proceed with the project(s).

TASK 5: PLAN OF OPERATIONS, CONSTRUCTION QUALITY ASSURANCE PLANS and OPERATION & MAINTENANCE PLANS

The Selected Consultant will prepare a Plan of Operations if the Town of Marshfield intends to supply construction services as part of their cost share. Additionally, the Selected Consultant shall prepare a Construction Quality Assurance Plan and Operation & Maintenance Plan for each of the project sites. The NRCS has created templates for Construction Quality Assurance Plans ([structural work](#), [debris removal](#), [typical inspection](#)) and [Operation & Maintenance](#).

TASK 6: 100% DESIGN COMPLETE

The Selected Consultant shall prepare a Final Design Report which includes 100% designs, signed landowner agreement letter including proof of 25% match payment to the Town of Marshfield, and a final cost-estimate with a level-of-effort document.

TASK 7: SUBMISSION OF PERMIT(S) APPLICATION

The Selected Consultant shall prepare completed applications for necessary permits, including site plans and engineering feasibility analyses, and submit applications to the NRCS and corresponding agencies for approval.

TASK 8: PREPARE AND ISSUE BID DOCUMENTS

The Selected Consultant will prepare all documents necessary to put construction out to bid. The Selected Consultant shall submit bidding documents to CVRPC for review and approval prior to issuance. With assistance from CVRPC, publicly issue bid documents via the [Vermont Bid Registry](#) and the [CVRPC website](#), as well as through direct solicitation of area contractors.

TASK 9: FACILITATE PRE-BID CONFERENCE

The Selected Consultant shall prepare and facilitate a pre-bid conference with earthwork contractors interested in bidding on the project. NRCS and the Department of Environmental Conservation River Management Engineer shall be invited to the pre-bid conference and any site visits. Attendance at the pre-bid conference is optional for Prospective Bidders. In addition to a map of the ten project sites, the Selected Consultant shall provide photographs, engineering plans and an overview of each project site. The Selected Consultant should answer questions posed by Prospective Bidders to aid in bid preparation. The Selected Consultant shall provide notes to the Project Partners documenting the discussion at the pre-bid conference (including a list of earthwork contractors represented at the conference, their contact information, and a summary of the Q&A portion of the conference).

TASK 10: BID EVALUATION

The Selected Consultant shall evaluate bids received from earthwork contractors. The Selected Consultant shall submit a memorandum to the Project Partners summarizing bids received, documenting the review process, and recommending an earthwork contractor to be awarded the

Contract (the SELECTED CONTRACTOR). The memo should include a brief rationale for the recommendation (e.g. bid price, references). Ideally, a single earthwork contractor will be selected. However, the selection of more than one earthwork contractor may be allowed if justified by cost or scheduling constraints.

TASK 11: PREPARE CONTRACT DOCUMENTS

Upon selection of an earthwork contractor(s), the Selected Consultant shall prepare draft contract documents to be executed by and between the Town of Middlesex and the Selected Contractor.

TASK 12: CONSTRUCTION OBSERVATION, INVOICE & CHANGE ORDER APPROVAL, AND INTERIM REPORTING

The Selected Consultant shall provide project stakeout and part-time construction observation to ensure the projects are constructed in accordance with design specifications. The Selected Consultant should be generally available throughout the construction cycle to address any questions or concerns the Selected Contractor may pose. Any changes to the area of impact shall be reported in a detailed and timely manner to the NRCS State Engineer and appropriate state or federal agencies. This includes but is not limited to ingress/egress routes, any staging areas, any disposal areas, and the project area. The Selected Consultant shall review and approve Invoices and any Change Orders submitted by the Selected Contractor.

The Selected Consultant will provide bi-weekly updates to the Project Partners on construction progress. These updates should include:

- construction photographs,
- work completed to-date,
- invoices for tasks completed to-date,
- a summary of any project complications (if applicable),
- a summary of any work other than EWP projects performed for the Town, and
- any other information deemed pertinent by the Selected Consultant.

TASK 13: FINAL REPORT

Upon completion of the construction phase, the Selected Consultant shall prepare a Final Engineering Report to be submitted to the Project Partners which, at a minimum, includes:

- a brief summary of the work performed at each project site,

- pre- and post-construction site photographs (ideally taken from the same position and angle), and
- a description of any deviation from the original 100% design and a rationale for that deviation (if applicable).

MILESTONES & DELIVERABLES TABLE

The table of Milestones and Deliverables below corresponds to Tasks 1 – 13 (detailed above). **Please copy the table and paste it directly into your proposal. Provide proposed due dates for each task & deliverable in the Delivery Date column.**

TASK		DELIVERABLE(S)	DELIVERY DATE
1	Kick-off meeting & site visits complete	Meeting minutes from project kick-off & site visits	
2	Assessed permit needs and permit feasibility	a) Documentation of additional required permits a) Indication of potential challenges / conflicts for obtaining permit b) Reports detailing any potential changes to the area of impact	
3	90% engineering design submitted	Intermediate Design Report: b) synthesis of prior completed project deliverables, c) 90% designs, d) cost-estimates	
4	Met with project stakeholders	Meeting minutes, including: i. meeting outcomes, ii. planned actions, and iii. confirmed landowner commitment	
5	Plan of Operations, Construction Quality Assurance Plans and Operation & Maintenance Plans complete	Complete NRCS templates for each site: a) Plan of Operations (if applicable), b) Construction Quality Assurance Plan, c) Operation and Maintenance Plan	
6	100% design complete	Final Design Report, including: i. synthesis of prior completed project deliverables ii. 100% design(s)	

		<ul style="list-style-type: none"> iii. signed landowner agreement with proof of 25% match payment iv. final cost-estimate with a level-of-effort document 	
7	Permit application submitted	Completed permit applications, site plans, and engineering Final Design to Project Partners for approval	
8	Bid documents prepared and issued	Copy of construction bid documents	
9	Pre-bid conference held	Copy of pre-bid conference notes; List of firms, NRCS, and Department of Environmental Conservation representatives at the pre-bid conference (including contact information)	
10	Bids received / evaluated	Memo summarizing bids received, a recommendation for an earthwork contractor (Selected Contractor) to be awarded, the Contract, and the rationale for their selection	
11	Contract documents prepared	Draft contract documents – contract to be executed between the Town of Middlesex and the Selected Contractor	
12	Construction observation, invoice & change order approval, and interim reporting	<ul style="list-style-type: none"> a) Provide project stakeout and part-time construction observation b) Review and approve invoices and any Change Orders submitted by Selected Contractor c) Bi-weekly updates to the Project Partners on construction progress d) Reports detailing any changes to the area of impact 	
13	Final Report	Final Engineering Report, including: <ul style="list-style-type: none"> a) summary of the work performed at each project site, b) pre- and post-construction site photographs, c) description of any deviation from the original 100% design 	

REQUIRED PROPOSAL CONTENT

Firms responding to this RFP shall propose a Scope of Services necessary to complete the Scope of Work described herein. The proposal must describe how the firm intends to complete the Scope of Services, establish a project schedule, and identify any Project Partner support required for all phases of the project. In addition, the proposal shall contain the following sections:

TECHNICAL QUALIFICATIONS

- 1) A cover letter demonstrating an understanding of the services requested through this RFP.
- 2) A Scope of Services.
- 3) 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 a statement of the firm's financial stability.
- 4) A list of staff who will work on the contract, including names, education, professional licenses, registrations or certifications, relevant experience (resumes are acceptable), and role in the contract. Project Partners must preapprove the use of staff not identified in the proposal.
- 5) Examples of relevant past experience for three projects, including a brief description of the project, contact person, phone number, and address of reference. References should demonstrate the experience of the specific staff proposed to work under this contract. CVRPC reserves the right to check references beyond those provided by the contractor. ***Please copy the table below and paste it directly into your proposal.***

Year of Completion	
Project Sponsor(s)	
Project Reference	Name: Title: Email: Phone: Address:
Project Name	

Project Phase(s)	<input type="checkbox"/> Identification <input type="checkbox"/> Development <input type="checkbox"/> Preliminary Design <input type="checkbox"/> Final Design <input type="checkbox"/> Construction <input type="checkbox"/> O&M <input type="checkbox"/> Inspection
Project Description (<100 words)	

6) The Selected Contractor will be required to add the Town of Marshfield and its officers and employees as an additional insured for services performed. The proposal must demonstrate that the contractor either has insurance or is eligible for insurance as outlined in the [Vermont State Insurance Specifications](#).

COST PROPOSAL

Provide a detailed budget with a cost breakdown for all ten projects. Reference the DAMAGE SURVEY REPORT REPAIRS TABLE, in the **BACKGROUND** section, in your estimate and include the following;

- 1) Identify costs by task and person hours.
- 2) List hourly rate(s) by individual(s) providing services.
- 3) Detail other expenses, including but not limited to overhead rate, travel, fees, materials, mileage reimbursement.
- 4) Provide a total project cost.

SUBMISSION REQUIREMENTS

Proposals must be submitted by May 17, 2024 at 4:00 PM. Proposals submitted after the deadline will not be considered. Proposals must be submitted via email to Eli Toohey, Planner, at toohey@cvregion.com with the following subject line "Marshfield Emergency Watershed Program." Proposals sent via fax or mail will not be considered. Once submitted, the proposal becomes the property of the Project Partners.

Alternative delivery methods may be arranged by request. A contractor may correct, modify, or withdraw a response to this RFP via written notice to Eli Toohey (toohey@cvregion.com) 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 by the Project Partners, a contractor may not change any provision of the response in a manner prejudicial to the interests of the Project Partners or fair competition. If a mistake was made and the intended correct wording is clearly evident on the face of the response document, the mistake will be corrected to reflect the intended 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.

PROPOSAL EVALUATION

All proposals will be evaluated by a selection committee composed of CVRPC staff and representatives from the Town of Marshfield. Proposals will be ranked according to the following criterion:

1. 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 complete, well organized, responsive to the project requirements, and easily navigable?
 - c. Does the proposal show understanding of the process necessary to complete project tasks including stakeholder involvement and construction oversight?
2. Qualifications and Responsiveness (60%):
 - 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 firm 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 with each other as a team?
 - f. Is the contractor's availability and accessibility adequate for the Project Partner's needs?

3. 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?

4. References (20%):

- a. What types of services did the contractor provide to the reference?
- b. How satisfied was the reference with contractor interactions?
- c. How satisfied was the reference with the contractor's technical expertise, ability to meet deadlines and budgets, reporting, public outreach, and overall value and quality of work?
- d. Did the contractor demonstrate value-added expertise? If so, how?
- e. Was the reference satisfied with how the contractor dealt with problems that arose? Example(s) of problems and their solutions.
- f. Did the reference experience any challenges 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?

DISCLAIMER

The Project Partners assume neither responsibility nor liability for costs incurred relevant to the preparation and submission of the proposal or any other costs prior to issuance of a contract. The expense of preparing, submitting, and presenting a proposal is the sole responsibility of the applicant.

The Project Partners reserve the right to examine all aspects of responses submitted, tangible and intangible. The Project Partners reserve the right to seek clarification of any statement submitted, conduct interviews with contractors, and to select a contractor that is best able to provide the

requested services and promote the public interest. The Project Partners reserve the right to withdraw this RFP, and/or to advertise for new submissions at any time if it is in the best interest of the Project Partners to do so. A contract will be awarded as deemed to be in the best interest of the Project Partners.

The Project Partners retain 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 Project Partners 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 Project Partners to award a contract.

If any proposer is aggrieved by the proposed award of the contract, they may appeal in writing, via U.S. Mail or Delivery Service or via email to CVRPC at:

Central Vermont Regional Planning Commission
Attn: Eli Toohey, Planner
29 Main Street, Suite 4
Montpelier, Vermont 05602
E-mail: toohey@cvregion.com

The appeal must be postmarked or sent within fourteen (14) calendar days following the date of the written notice to award the contract.

STANDARDS AND DELIVERABLES

- 1) All reports are to:
 - a. be presented for ease of readability by the average citizen;
 - b. include photographs, charts, graphs, maps, and other graphics as appropriate;
 - c. include executive summaries or abstracts suitable for broad distribution;
 - d. include a glossary of technical terms; and
 - e. include a reference list for all sources of data and information.
- 2) Reports must be provided in digital form (Microsoft Word for report text and Portable Document Format (PDF) for full report). Presentations must be provided in digital form (Microsoft PowerPoint).

Images (photographs, charts, graphs, maps, and other graphics) must be provided as individual files for use by the Project Partners. Spatial data developed with project money must be provided in digital form (as ESRI shapefiles (vector data) and GeoTiff (raster data)).

- 3) Advance copies of all reports and documents, including drafts, should be provided to the Project Partners *at least one week prior* to any scheduled review or discussion.
- 4) All data, databases, reports, programs and materials, in digital and hard copy formats, created under this contract must become the property of the Project Partners.

CONTRACTING PROVISIONS

CONTRACT COMPLETION

Performance under the scope of work must be completed by the dates indicated in the Project Schedule section.

PAYMENT

The amount and timing of payments will be determined during contract negotiations. Requests for payments must be made in a timely manner directly to the Town of Marshfield. Submitted invoices shall include; proof of payments, employee timesheets (including hourly rate), and a summary of any work other than EWP projects performed for the Town.

OWNERSHIP OF MATERIAL

All rights, titles to and ownership of the data, material, and documentation resulting from this contract and/or prepared for the Project Partners pursuant to a contract between the Town of Middlesex and the Selected Contractor must remain with the Project Partners.

COMPLIANCE WITH STATE AND FEDERAL LAWS

The Selected Consultant and Selected Contractor 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.

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.

Confidentiality:

Materials used in the proposal process will become a matter of public record. In case the applicant includes any material that is considered proprietary and / or confidential under 1 VSA, Chapter 5, the applicant shall clearly designate the material as such, explaining why such material should be considered confidential. Under no circumstances can the entire response be marked confidential. If the applicant marks portions of the Qualifying Materials as confidential, a redacted version of the Qualifying Materials shall be provided for release to the public.