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## **REQUEST FOR PROPOSALS (RFP)**

### **DEVELOPMENT OF 100% FINAL ENGINEERING DESIGN PLANS FOR A GULLY RESTORATION IN SPRINGFIELD, VERMONT**

RFP Issued..... June 1, 2020

Deadline to submit questions..... June 15, 2020 by 3:00 PM

Deadline for submissions..... July 7, 2020 by 5:00 PM

**Prepared by:**

**Southern Windsor County Regional Planning Commission  
Post Office Box 320  
38 Ascutney Park Road  
Ascutney, Vermont 05030**

The Southern Windsor County Regional Planning Commission (hereinafter “SWCRPC”) and the Town of Springfield (hereinafter “the Town”) invite qualified firms to submit proposals for the development of 100% gully restoration design plans for a failing slope between Lincoln Street and Valley Street in Springfield, Vermont.

Due to the COVID-19 pandemic, email submissions are acceptable. Technical and Cost Proposals should be sent as separate PDF attachments to a single email submission to:

Chris Yurek  
Southern Windsor County Regional Planning Commission  
cyurek@swcrpc.org

Please use the following subject heading for email submissions: **“Springfield Lincoln St Gully Remediation Proposal – [Organization Name]”**

Proposals must be received by no later than the response deadline of Tuesday, July 7, 2020 by 5:00 PM Eastern Standard Time (EST). Late proposals will not be considered.

Questions regarding the RFP must be submitted in writing to cyurek@swcrpc.org by no later than Monday, June 15, 2020 by 3:00 PM EST. Answers to all questions received by the deadline will be compiled into a single PDF document which will be attached to the bid advertisement on the Vermont Bid Registry. Answers will be posted to the Registry on or before Monday, June 22, 2020. Access to the Vermont Bid Registry can be found [here](#).

## **I. BACKGROUND**

A massive eroded gully has formed in Springfield, situated between Lincoln Street and Valley Street. This ongoing erosion has begun to undermine the parking lot of the Healthcare and Rehabilitation Services (HCRS) of Southeastern Vermont facility located at 10 Lincoln Street. In addition, the slope failure is a major catalyst for sediment and nutrient pollution in Mile Brook, which flows along the toe of the failure. Mile Brook is a small, direct tributary to the Black River which flows adjacent to Valley Street until draining to the Black River in downtown Springfield.

Presently, there is insufficient drainage infrastructure throughout the subdivision that drains to the slope failure. During and immediately following precipitation events, stormwater runoff is directed to the eroded area at a relatively high velocity, in a concentrated manner. This stormwater flow action, in tandem with the presence of highly erodible sandy soils, is presumed to be the primary causal agent of the erosion. Both groundwater action and streamflow action at the toe of the slope appear to be insignificant factors.

Over the course of the past 2 years, SWCRPC has worked with the Town and HCRS to develop engineering design plans to better manage and treat runoff from impervious portions of the subdivision. It is expected that diversion of runoff away from the slope failure will slow the rate of erosion. We anticipate that the previously designed drainage infrastructure will be constructed this summer. However, in light of existing conditions, the erosion is expected to continue until the bank achieves a stable approximate 2:1 grade, despite the anticipated drainage improvements.

SWCRPC, HCRS, VT DEC and the Town seek to engage a qualified consulting firm to develop 100% engineering design plans to stabilize the slope in an effort to arrest ongoing erosion, prevent further sediment and nutrient pollution, and protect the HCRS facility and parking area.

## **II. EXISTING CONDITIONS AND PRESUMED CAUSAL AGENTS**

The stream bed and bank conditions of Mile Brook appear to be stable in this location. The majority of the vegetation throughout the lower portions of the bank are standing straight up, indicating minimal levels of bank erosion. In addition, the bottom portion of the slope appears to have reached the natural angle of soil repose. Steam-flow action at the toe of the slope does not appear to have any bearing on the erosion. As such, this slope failure stabilization project does not appear to require riprap along the banks of Mile Brook.

Stormwater flow action at the top of the slope is the primary catalyst for erosion. Groundwater action may or may not be a minor contributor. The project should involve stabilization measures along the upper portions of the gully, but not the toe of the slope along Mile Brook. Repairs that minimize or, ideally, eliminate impacts to the stream should be pursued to the greatest extent feasible.

## **III. ANTICIPATED SCOPE OF WORK & DELIVERABLES**

Upon commencement of the project, SWCRPC will convene a project kick-off meeting. Participants will include SWCRPC, the Selected Consultant, the Town of Springfield, HCRS, and VT DEC regulatory staff. The meeting will be facilitated by the Selected Consultant. At the meeting, the Consultant will receive site background and history, goals and objectives of the Project Partners, as well as regulatory considerations and constraints.

The Consultant should begin by summarizing existing conditions. The existing conditions summary should include:

1. Current land use
2. USGS soil classification
3. Site topography (based on field topographic survey)
4. Stormwater flowpath (with consideration to adjacent sites)
5. Other site considerations (wetlands, hotspots, etc.)

The Consultant should then identify 2-3 alternative stabilization methods/practices and develop them to the 10% conceptual design level. The 10% conceptual designs should include the following:

1. General description
2. Plan view drawing, including:
  - Location map
  - Land ownership
  - Roads, utilities and other infrastructure
  - Drainage area
  - Site grading
  - Stormwater flowpath (with consideration to adjacent sites)
  - Design considerations and calculations
  - Hydrology/hydraulics

Upon completion of the 10% conceptual designs, the Consultant should perform an alternatives analysis. The analysis should take into consideration each of the following (if applicable):

1. Rough anticipated construction costs
2. Feasibility
3. Stakeholder comments (if applicable)
4. Pros and cons
5. Sustainability
  - Use of native and climate adapted species
  - Planned for climate change impacts
  - Expected project lifespan
  - O&M affordability
6. Rough estimate of environmental improvement

When a method of stabilization has been selected based on the results of the alternatives analysis, the Consultant should develop that method to the 30% preliminary design level. The 30% plans should include the following:

1. Design concept report, to include:
  - Updated conceptual site plan
  - Design criteria
  - Rough construction cost projections
2. Topographic and boundary survey, to include:
  - Property lines, right-of-ways, and easements
  - Topographic information and datum, flood elevations
  - Location of existing structures
  - Site survey
  - Invert elevations
3. Geotechnical Report, to include:
  - Vicinity map of project limits
  - Plot map showing location of borings and soil tests
  - Description of surface and subsurface conditions, including seasonal high-water table and observations of wetness
  - Summary of laboratory tests performed and test results (if applicable)
  - Summary of geotechnical recommendations for material stability, slope stability, site preparation, grading procedure, erosion potential, etc.
4. Engineered drawings and specifications, to include:
  - General notes
  - Site Plan
  - Plan view sheets
  - Sections and details of significant features

Upon finalization of the 30% plans, work should halt, and a check-in meeting will be held with DEC regulatory staff to review the plans. At the meeting, DEC staff will either approve the plans to move forward, or make recommendations to alter the plans. If a request to alter the plans cannot be

accommodated by the Selected Consultant, the contract may be terminated and the project may be cancelled at that time.

Upon authorization to proceed, the Consultant should develop the plans up to the 90% design level. 90% plans should include:

1. Drawings and specifications (complete and ready for agency and permitting authority review)
  - General notes
  - Site plan (including site boundaries and construction limits)
2. Contract bidding documents, including:
  - General conditions
  - Supplementary conditions
  - Technical specifications
  - Exceptions to standards

All applicable local, state and federal permit applications (if applicable) should be completed and submitted at this time. We anticipate that a no-rise certification for local NFIP zoning, a VT Stream Alteration Permit, and a USACE permit may be required, depending on the design plans. The Consultant will not be responsible for potential permit application fees.

Any comments received from regulatory authorities should be incorporated and plans should proceed to the 100% level. 100% plans should incorporate everything included in the 90% plans, in addition to:

1. Permit authorizations (if applicable)
2. Drawings and specifications including general notes
3. Contract bidding documents, including:
  - Bid form
  - Definitions
  - Proposed agreement
4. Updated cost estimate with a reduced contingency

A comprehensive list of the project milestones and required deliverables is provided below. Proposals offering a timelier schedule than what is outlined below may be evaluated more favorably.

MILESTONE		DELIVERABLE	DUE DATE
1	Kick-off meeting	Meeting minutes	Please propose
2	Identified site/design considerations and anticipated permitting needs	Memo summary that identifies site/design considerations, anticipated permitting needs, and restoration/water quality improvement objectives and needs (includes field survey completed with GIS-based map and cross-section locations)	Please propose
3	30% design completed	<p>Preliminary design report (including alternatives analysis summary and 30% preliminary design plans)</p> <p><b><i>Note that a 30% design review meeting will be held with applicable DEC regulatory staff at this stage. DEC staff will either approve the plans to proceed, or make recommendations to alter the plans. If these recommendations cannot be accommodated by the</i></b></p>	Please propose

		<b><i>Selected Consultant, the contract may be terminated and the project may be cancelled at that time.</i></b>	
4	Determination of required permits	Memo documenting required permits for project implementation, indicating potential challenges/conflicts for obtaining permits (if applicable)	Please propose
5	100% Design complete	Final Design Report (includes synthesis of prior completed project deliverables, 100% designs, all applicable permit authorizations, written landowner commitment to next project phase [to be provided by SWCRPC for inclusion in the report], final construction cost estimates [including construction phase engineering], and modeled phosphorus, nitrogen and sediment load reduction estimates)	August 2, 2021

All electronic files, supporting data, GIS layers and documents generated by the retained consultant in the performance of this contract shall become the property of the SWCRPC and the State of Vermont. The Selected Consultant may retain copies of all files and documents.

#### IV. REQUIRED PROPOSAL CONTENT

Firms responding to this RFP shall provide a completed Scope of Services as needed to complete the Scope of Work described herein. The proposal shall contain the following sections:

A. **TECHNICAL PROPOSAL:** Technical Proposals should contain the following:

1. Cover letter
2. Qualifications: Describe the Firm’s related experience in design and permitting of gully, slope, and/or streambank stabilization projects in Vermont.
3. Scope of Work: A Scope of Work for the project detailing the consultant’s proposed approach to addressing the tasks detailed in the RFP.
4. Proposed Schedule: The schedule should include completion date of each deliverable as well as any key meetings. This project shall be substantially complete by no later than August 2, 2021.
5. Management Structure: Discuss project management structure and relate the job categories listed in the Cost Proposal to the project tasks and deliverables.
6. Any recommended changes to the Scope of Work described above.
7. References: Please provide a minimum of two (2) references for clients provided with similar services, including name, telephone number, and email address of the contact person.
8. Resumes of key staff

B. **COST PROPOSAL:** Cost information shall be included with the Proposal. The following information, listing the prime consultant and each sub-consultant separately, shall be submitted.

1. A schedule of staff to be assigned to the project, their hourly rates, and estimated hours per person by task.
2. Overhead rates, travel, fees, mileage reimbursement, etc.
3. Overall project cost.

- C. **PROOF OF INSURANCE:** Proposals should include proof of general liability and property damage insurance, having all major divisions of coverage including:

Premises – Operations

Independent Contractor’s Protective

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Product Aggregate

## V. FUNDING

Funding for this project is provided by a grant through the Vermont Agency of Natural Resources (VT ANR) Department of Environmental Conservation (DEC) Clean Water Initiative Program (CWIP). Grant Number: 2019-CWF-IMP-03.

## VI. REVIEW OF WRITTEN PROPOSALS

All proposals will be evaluated using the criteria listed below by a selection committee composed of staff of the SWCRPC, the Town of Springfield, and the Vermont Department of Environmental Conservation. Proposals will be ranked based upon the following criteria:

- Relevant qualifications of the firm and the personnel to be assigned to the project (30 pts)
- Demonstrated understanding of and experience in slope and streambank stabilization design and permitting in Vermont and demonstrated understanding of the project deliverables (40 pts)
- The relative value and number of hours that the consultant will put into the project based upon the information contained in the Cost Proposal section of the submission (30 pts)

The SWCRPC reserves the right to seek clarification of any proposal submitted and to select the proposal considered to best promote the public interest. All proposals become the property of the SWCRPC upon submission. The cost of preparing and submitting a proposal is the sole expense of the consultant. The SWCRPC reserves the right to accept or reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel the RFP in part or in its entirety if it is in the best interest of the SWCRPC. This solicitation of proposals in no way obligates the SWCRPC 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 the SWCRPC at:

Southern Windsor County Regional Planning Commission  
Attn: Chris Yurek  
Post Office Box 320  
38 Ascutney Park Road  
Ascutney, Vermont 05030-0320  
E-mail: cyurek@swcrpc.org

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

Proposals must be received by no later than the response deadline of Tuesday, July 7, 2020 by 5:00 PM EST. Late proposals will not be considered. If you have any questions pertaining to the RFP or desire additional information, please contact Chris Yurek in writing at cyurek@swcrpc.org by no later than Monday, June 15, 2020 by 3:00 PM EST.

RFP TIMELINE	
STEP	DATE
1. RFP Issued	June 1, 2020
2. Questions regarding RFP due to SWCRPC	June 15, 2020 by 3:00 PM EST
3. SWCRPC responds to questions	June 22, 2020
4. Proposals due to SWCRPC	July 7, 2020 by 5:00 PM EST

## VII. CUSTOMARY STATE GRANT PROVISIONS

Please note that the Contract will be subject to the following State flow-down provisions:

- A. Fair Employment Practices and Americans with Disabilities Act: CONSULTANT agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. CONSULTANT shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the CONSULTANT under this Agreement.
- B. False Claims Act: The CONSULTANT acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq. If the CONSULTANT violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The CONSULTANT's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit CONSULTANT's liability.
- C. Whistleblower Protections: The CONSULTANT shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the CONSULTANT shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the CONSULTANT or its agents prior to reporting to any governmental entity and/or the public.
- D. Taxes Due to the State:

1. CONSULTANT understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
2. CONSULTANT certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the CONSULTANT is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
3. CONSULTANT understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the CONSULTANT is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
4. CONSULTANT also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the CONSULTANT has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the CONSULTANT has no further legal recourse to contest the amounts due.

E. Child Support: (Only applicable if the CONSULTANT is a natural person, not a corporation or partnership.) CONSULTANT states that, as of the date this Agreement is signed, he/she:

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

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

F. No Gifts or Gratuities: CONSULTANT shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

G. Certification Regarding Debarment: CONSULTANT certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither CONSULTANT nor CONSULTANT's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

CONSULTANT further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, CONSULTANT is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

- H. Certification Regarding Use of State Funds: If CONSULTANT is an employer and this Agreement is a State-funded Grant in excess of \$1,001, CONSULTANT certifies that none of these State funds will be used to interfere with or restrain the exercise of CONSULTANT's employee's rights with respect to unionization.
- I. State Facilities: If the State makes space available to the CONSULTANT in any State facility during the term of this Agreement for purposes of the CONSULTANT's performance under this Agreement, the CONSULTANT shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to CONSULTANT on an "AS IS, WHERE IS" basis, with no warranties whatsoever.
- J. Location of State Data: No State data received, obtained, or generated by the CONSULTANT in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.
- K. Subconsultants: CONSULTANT shall not assign or subcontract the performance of this agreement or any portion thereof to any other consultant without the prior written approval of the State. CONSULTANT also agrees to include in all subcontract agreements a tax certification in accordance with section D above.