

REQUEST FOR BIDS

Road Erosion Repair Design Services

Project Schedule:

July 26, 2013	Bids solicited
August 12, 2013	Deadline for submission of proposals
September 1, 2013	Contract execution/Project start date
October 15, 2013	Final deliverables due

Bids must be clearly marked. Bids may be mailed, emailed, or delivered to: Melinda Scott, GIS Planner, Lamoille County Planning Commission at: PO Box 1637, 52 Portland Street, Second Floor, Morrisville, Vermont 05661 or melinda@lpcvt.org. Bids including an email address will receive confirmation of receipt. Qualified disadvantaged (DBE) and women-owned (WBE) businesses are encouraged to submit proposals.

Background: The Lamoille County Planning Commission (LCPC) is soliciting bids from qualified consultants with proven expertise in the fields of transportation and environmental technical services to complete simple, low cost design solutions for high priority road erosion sites in the towns of Cambridge, Elmore and Wolcott. This work is part of a larger project undertaken by LCPC to map, inventory, prioritize, and prepare design plans for back road erosion areas on Class 3 and Class 4 roads within the Lamoille River watershed so that they may be budgeted for and repaired. This will ultimately reduce sedimentation to water resources and reduce the need for repeated maintenance by road crews.

Lamoille watershed towns Cambridge, Elmore, and Wolcott have existing culvert and bridge assessments, but do not have road erosion inventories. Field assessments and mapping of erosion areas are currently underway. Mapped areas will be prioritized by impact to water quality. The consultant will prepare designs for highest priority areas while identifying sites needing engineered designs. LCPC staff will prepare a summary report and presentation to the Towns.

The sites have not been determined yet but will be selected by LCPC no later than September 1. No engineering studies are required for this project. Sites that require an engineering study will be identified only. No final report is necessary. Site visits are required, some of which may be on Class 4 roads that are impassable by car and thus necessitate travel by foot. Up to one-quarter (1/4) of the sites have these conditions.

The budget for the consultant is capped at \$6,500.

Scope of Work:

- A kick-off meeting between the Consultant and LCPC to review the project and identify any needs/limitations/conflicts/etc. Additional meetings should the need arise.
- Site visits to 20 erosion sites on Class 3 and 4 roads in the towns of Cambridge, Elmore, and Wolcott.

- Prepare simple design plans sufficient to repair the problem area, to consist of:
 - a. Site location map at 1:1,500 scale with erosion locations (LCPC to provide shapefile) and annotated with proposed erosion solution. Include background imagery (1/3 meter resolution), labeled roads, streams, and houses.
 - b. Simple construction details of proposed erosion solution; including plan, section, and profile views as appropriate.
- Estimated construction materials, volumes and costs.
- Identify sites requiring a full engineering design.

The consultant will work under the direction of and in coordination with LCPC staff.

Deliverables: The consultant will provide LCPC with both paper and digital copies (PDF format) of all information developed through this effort. All written information must be double-sided; the use of recycled paper is strongly encouraged. All drawings, data, databases, reports, programs and materials, in digital and hard copy formats created under this project shall become the property of the Lamoille County Planning Commission and the State of Vermont.

Bid Requirements: All consultants are encouraged to submit a digital copy (pdf format) of a bid. A hardcopy will be accepted and can be submitted in addition to the digital copy, but not required. The bid should detail the following:

- Confirmation that all elements of the potential scope of work and schedule as described above can be met.
- A list of personnel and resources to be assigned to this effort as well as qualifications for key personnel. Sub-consultants must be identified and their qualifications described.
- Cost, not to exceed \$6,500.

All questions and communications regarding this RFB should be directed to Melinda Scott, GIS Planner, at 802-888-4548 or melinda@lpcvt.org.

Upon submission, all bids become the property of the LCPC. The expense of preparing, submitting, and presenting a bid is the sole responsibility of the consultant. The LCPC retains the right to reject any and all bids received, to negotiate with any qualified source, or to cancel in part or in its entirety this RFB as in the best interest of the LCPC. This solicitation in no way obligates the LCPC to award a contract.

Bid Evaluation: Bids will be evaluated by LCPC staff based on qualifications, similar experience, and cost. LCPC reserves the right to seek clarification of any bid submitted and select the consultant deemed most qualified to provide the required services.

Contracting Provisions: This will be a "firm fixed-price" contract to cover the performance of all-eligible services, expenses, and materials, not to exceed \$6,500. Payment will be made at the conclusion of the work and acceptance of final deliverables.

This work is being funded through LCPC's agreement with the Vermont Agency of Natural Resources Department of Fish and Wildlife. All consultants, and any sub-consultants, 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. Those requirements imposed upon the State of Vermont and the LCPC, respectively, as recipients of federal funds are thereby passed along to the consultant and any subconsultants, and those rights reserved by the State of Vermont are likewise reserved by the LCPC. Standard State Provisions are attached to this RFB as Attachment A.

All consultants and any subconsultants must comply with all pertinent federal, state and local laws, must carry adequate insurance coverage (not less than \$100,000-per occurrence, \$1,000,000 - General Aggregate Applying, in total, \$1,000,000 - Products/Completed Operations Aggregate and \$50,000 - Fire Legal Liability, and \$1,000,000 Automotive, including hired and non-owned coverage, combined single limit), and must affirm being an equal opportunity employer with an affirmative action plan. It is further stated that it is the policy of the State of Vermont that Disadvantaged Business Enterprises (DBE) have the opportunity to participate to the maximum extent feasible in procurement and contracting. The State has set a goal of achieving at least ten percent (10%) participation by DBE firms in the dollar value of contracts awarded. Consultant(s) shall further certify that it will comply with the provisions of the Americans with Disabilities Act.

**The Lamoille County Planning Commission
is an Equal Opportunity Employer.**

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
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 Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

- 8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal

year. These forms are also available on the Finance & Management Web page at:
<http://finance.vermont.gov/forms>

10. Records Available for Audit: The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party 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 Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

- a. Party 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.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party 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.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party 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.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement 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.

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

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing 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.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party'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.

(End of Standard Provisions)