

**CITY OF BURLINGTON
REQUEST FOR PROPOSALS**

Queen City Park Road – Resident Engineering

Issued: September 30, 2020

Due: October 9, 2020 @ 1:00PM

I. PROJECT BACKGROUND

The Department of Public Works (DPW) has been working toward the design and reconstruction of Queen City Park Road from the one lane bridge to Home Ave for a Fall 2020 reconstruction. This work has already been BID and work is anticipated to start in mid-October 2020. DPW is seeking Residential Engineering (RE) Services to support staff during the construction of the project with inspection, observation, testing, and quality control.

DPW is seeking to keep costs for this work less than \$50k to allow for faster contracting with our procurement process. DPW does have some staff availability to assist with oversight, observation, and measurement for pay quantities. Should those services be required to keep your proposal less than our procurement threshold please indicate that within your proposal what will be required of DPW staff.

The project is locally managed by Corey Mims, P.E., Project Manager (PM), questions should be directed to the project manager at:

Corey Mims
cmims@burlingtonvt.gov
802-922-5001

Plans for the project can be found on the City’s website at this link:

<https://www.burlingtonvt.gov/node/7795>

II. SCOPE OF WORK

The consultant hired to perform these services should be qualified to perform a variety of inspection, record keeping and construction engineering activities including, but not limited to:

Task 1: Administration

1. Act as the primary contact person representing the City of Burlington on the project. The consultant will be responsible for contacting the Design Engineer to resolve any design related issues that may arise during construction.
2. Maintain communication with the PM on a regular basis.
3. Coordinate with the Municipality, Design Engineer, and the Construction Contractor(s).

4. Review and have a thorough understanding of contract plans, specifications, estimates and contract special provisions.
5. Coordinate, schedule and oversee the pre-construction conference. Coordinate, schedule and attend the Final Inspection. Attend all other job-related meetings.
6. Make sure contractor contacts Dig-Safe.
7. Preparation of Daily Reports, including documentation of pay item quantities.
8. Maintain a photographic record of the progress of construction, annotating such photos to indicate their content and context including date. This photographic record must be available for reference by the PM, Design Engineer, and Municipal representatives.
9. Accompany the PM, Design Engineer, and Municipal representatives on visits to the project.
10. Participate once every two weeks in regularly scheduled Construction Status meetings with the Contractor, PM, Design Engineer, and Municipal representatives.
11. Report immediately any unusual occurrences and all accidents occurring within the project limits to the PM and the Design Engineer.
12. Calculation and verification of the final contract quantities.
13. Review and submit to the City, or the Design Engineer if required by the City, any suggestions or requests made by the contractor to change or modify any requirements of the Plans or Contract Documents. Review and prepare any change orders required for the project, including coordination with the contractor, municipality and design consultant if needed. Change orders will include review and an opinion regarding the estimate for items of work that were not included in the original contract unit prices.
14. Receive certificates, computations and reference materials submitted by the Contractor. Maintain files on the project site of all items submitted by the contractor and of work done on behalf of the Municipality.
15. Review and verify a Contractors progress payment estimate.
16. Issue a Certificate of Substantial Completion at the appropriate time.

Task 2: Construction Inspection

1. Maintain a presence on the project during times when contractor and subcontractor activities are underway.
2. Check that the contractor complies with all construction contract requirements, City of Burlington permits and ordinances; property rights agreements; erosion and sediment control; and stormwater management plan; state permits, regulations and statutes; and federal regulations and statutes; and exercise the engineer's authority as provided in the contract documents and report immediately any deviations to the PM.
3. Inspect and approve material sources and waste, borrow and staging areas, with due regard to approval/disapproval from the Vermont Agency of Transportation's Environmental Section.
4. Tracking of utility relocation and plotting of final facility locations on the final as-built plans (if any).
5. Erosion control monitoring in accordance with applicable permits.
6. Review and verify traffic control activities.
7. Development of final as-built plans by marking up a set of contract plans.
8. Check that completed work complies with the plans and specifications and is true to

- line and grade.
9. Wear personal protective equipment, including appropriate headgear, footwear and reflectorized vest when on the project site, follow all health and safety protocols. Verify contractor compliance with VOSHA, and health and safety protocols within their contract or approved plans.
 10. Provide and have on the project all necessary equipment, tools, and supplies needed to carry out the required duties.
 11. Inspect work completed at such time as the contractor may claim substantial completion, with a contractor's representative, and issue a list of items to be corrected or completed.

*Please note that a field office will not be provided.

Task 3: Materials and Equipment Inspection and Testing

1. Check that materials and equipment are fabricated and tested in accordance with contract documents, in advance of installation; ensuring that the independent laboratory is performing preliminary process control tests on material samples in accordance with Inspection Level 3 of VTrans Quality Assurance Program (QAP) and Materials Sampling Manual (MSM) to ensure continued quality in the work. Review the test reports and certificates and forward to the PM for decision on acceptability.
2. Check that materials submitted as pre-approved are on the current VTrans Pre-approved Material List or on the List of Materials with Advanced Certification.

III. RESPONSE FORMAT

Responses to this RFP shall be formatted in a single PDF-formatted document. This document shall include:

1. A cover letter expressing the consultant's interest in working with the City of Burlington including an identification of the principal individual(s) that will provide oversight of the requested services.
2. A description of the general approach to be taken toward completion of the project and an explanation of any variances to the proposed scope of work as outlined in this RFP.
3. A scope of work that includes detailed steps to be taken, any products or deliverables resulting from each task and a summary of estimated labor hours by task.
4. A list of individuals that will be committed to this project and their professional qualifications including the names and qualifications of any sub-consultants. The individual's names, titles and expected duties should be included. Any personnel not specified in the proposal will require the approval of the PM prior to utilization or invoicing.
5. A proposed means of providing the equipment and supplies required to carry out the prescribed duties.
6. Demonstration of success on similar projects, including a brief project description and a contact name and address for reference.
7. The Technical proposal shall be clear and concise

8. Cost proposal that includes a composite schedule by task of direct labor hours, direct labor cost per class of labor, overhead rate, and fee for the project. If the use of sub-consultants is proposed, a separate schedule must be provided for each.

IV. CONSULTANT SELECTION

Proposals shall be reviewed by the PM and one other City Staff and ranked according to the following scoring:

1) Understanding of Scope	15%
2) Qualifications of Staff and Firm	30%
3) Availability of Technical Resources	15%
4) Cost	40%
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TOTAL:	100%

The City of Burlington reserves the right to seek clarification or additional materials from any entity submitting a proposal. .

The proposals will be evaluated and awarded based on the personnel presented in the Technical Proposal. Should the awarded consultant propose any substitutions to the project personnel they must submit a letter to the Municipality requesting approval of such a change.

The City reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract in the City's best interests, including proposed contractor's schedule. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals.

V. SUBMISSIONS

Submit as an electronic submission via e-mail with the proposal to the project manager before the deadline as noted above. The Municipal Project Manager will confirm receipt of the files via email. Should a proposal be too large to email the Consultant shall provide a link to a location where the file can be downloaded at the time the proposal is due.

Proposals and/or modifications received after the date and time due will not be accepted or reviewed, barring any unforeseen documented technical difficulties with this submission within 1 hour of the deadline for the proposal. No facsimile - machine transmitted proposals will be accepted.

All proposals, upon submission, become the property of the City of Burlington.

VI. EXHIBITS

- A. Exhibit A: Draft Contract
- B. Exhibit B: Burlington Standard Contract Conditions
- C. Exhibit C: Burlington Livable Wage Ordinance Certification
- D. Exhibit D: Burlington Outsourcing Ordinance Certification
- E. Exhibit E: Burlington Union Deterrence Ordinance Certification

Bid documents include this main body of the request for proposals and all exhibits.

VII. CONTRACTING

The Consultant must qualify as an independent contractor and, prior to being awarded a contract, must apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>. The contract will not be executed until the consultant is registered with the Secretary of State's Office.

Prior to beginning any work, the consultant shall obtain Insurance Coverage in accordance with the Burlington Consultant Conditions (Exhibit B in this RFP). The certificate of insurance coverage shall be documented on forms acceptable to the City. The certificate shall name both the City of Burlington and the City of South Burlington as additionally insured.

If the award of the contract aggrieves any person or entity, they must appeal in writing to the City. The appeal must be post-marked within seven (7) calendar days following the date of written notice to award the contract.

VIII. AGREEMENT REQUIREMENTS

The selected consultant will be required to execute a contract with the City on the terms and conditions required by the City, including but not limited to those in the Burlington Consultant Conditions (Exhibit B) and the attached Draft Agreement.

IX. LIMITATIONS OF LIABILITY

The City assumes no responsibility or liability for the response to this Request for Proposals.

X. COSTS ASSOCIATED WITH PROPOSAL

Any costs incurred by any person or entity in preparing, submitting, or presenting a proposal are the sole responsibility of that person or entity, including any requests for additional information or interviews. The City will not reimburse any person or entity for any costs incurred prior to the issuance of the contract.

XI. INDEMNIFICATION

Any party responding to this Request for Proposals is acting in an independent capacity and not as an officer or employee of the City. Any party responding to this Request for Proposals will be required to indemnify, defend, and hold harmless the City, its officers, and employees from all

liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the responding party's acts and/or omissions in or related to the response.

XII. REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract to the proposal the City deems will meet its best interests, even if that proposal is not the lowest bid. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals. This Request for Proposals in no way obligates the City to award a contract.

XIII. OWNERSHIP OF DOCUMENTS

Any materials submitted to the City in response to this Request for Proposals shall become the property of the City unless another arrangement is made by written agreement between the City and the responding party. The responding party may retain copies of the original documents.

XIV. DUTY TO INFORM CITY OF BID DOCUMENT ERRORS

If a bidder knows, suspects, or has reasonable cause to believe, that an error or omission exists in any of the bid documents, including but not limited to unit prices and rate calculations, the bidder shall immediately give the City written notice thereof. Consultant shall not cause or permit any work to be conducted that may related to the error or omission without first receiving written acknowledgment from the City that City representatives understand the possible error or omission and have approved the requested modifications to the bid or contract documents or that the Consultant may proceed without any modification being made to the bid or contract documents.

XV. PUBLIC RECORDS

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, or that the responding party otherwise seeks to have the City consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

XVI. PUBLIC HEALTH EMERGENCIES

Bidders are advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government, including the current pandemic of Novel Coronavirus (COVID-19), may introduce significant uncertainty into the project, including disruption of timelines or revised practices. Consultant shall consider public health emergencies as they develop project schedules and advance the work.

The City may require a public health emergency plan be submitted as part of the bid. This plan will contain:

- 1) Measures to manage risk and ensure that potential impacts to safety and mobility are mitigated in accordance with health and safety standards and guidelines proposed by local, state, and federal agencies (see attached Draft Contract, Sections 15);
- 2) A schedule for possible updates to the plan in advance of the start of work (see attached Draft Contract, Section 15); and
- 3) Means to adjust the schedule and sequence of work should the emergency change in nature or duration.

The City will have sole discretion to approve, deny, or require changes to this plan as a condition of consideration of the bid, will retain the right to inspect all work to ensure compliance with health and safety standards, and may at any time require the Consultant to stop work because of the emergency.

If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to public emergencies, including the current pandemic of Novel Coronavirus (COVID-19), will be excusable, but will not be compensable.