# TOWN OF BATH, BERKELEY SPRINGS, WV REQUEST FOR QUALIFICATIONS TO PROVIDE SERVICES

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# **ATTACHMENTS:**

- A. Berkeley Springs Railyard Remediation Using Stormwater Control and Mycorestoration
- B. Proposed Area for the SWM Project
- C. Draft PROFESSIONAL SERVICES AGREEMENT

# **SECTION 1: INVITATION**

# REQUEST FOR QUALIFICATIONS

Berkeley Springs Depot Storm Water Management System
Proposals Due by 4:00 p.m., November 4, 2021
Short list interviews November 9 – 12, 2021
Selection November 16, 2021

Questions: rebecca.macleod.wv@gmail.com

The Town of Bath, Berkeley Springs, WV is issuing a Request for Qualifications (RFQ) from qualified firms or individuals with demonstrated experience in engineering services to develop an interdisciplinary design and documents for the purpose of development of a contracting package to be used for construction of an innovative stormwater management system at the Berkeley Springs Depot.

The design will be for stormwater collection and retention system and must use an interdisciplinary design approach, in which locally collected materials to build soil and a naturally landscaped area on an impervious area of a reclaimed brownfield.

Individual appointments to discuss the project may be requested for October 20 or 21 on-site or by conference call with the selection team by emailing <a href="mailto:rebecca.macleod.wv@gmail.com">rebecca.macleod.wv@gmail.com</a>

The RFQ can be downloaded from the town website <u>townofbath.org/projects/</u>, or requested by email by from <u>townofbath@wvdsl.net</u> using the subject line: **Depot SWM RFQ Requested**.

## SECTION 2: BACKGROUND AND GENERAL INFORMATION

The Town of Bath has received a \$30,000 Chesapeake Bay Trust grant for a design of a stormwater management (SWM) system in a former brownfield using an interdisciplinary design approach. The area, which receives runoff from approximately 3.0 acres, has land use restrictions that prohibit extensive excavation. The adjacent area is planned for further development as a trailhead and approximately 1.5 acre parking area and community gathering location. A concept video was developed by the Mills Group: <a href="https://vimeo.com/291570701">https://vimeo.com/291570701</a>. A sketch of the Train Depot lot, showing the general area where the SWM is to be constructed is included as Attachment B.

The SWM system will use natural materials in various states of decomposition to create a stable ecosystem on an impervious urban lot. The system will collect runoff with a retention basin featuring a recirculating solar pump, surrounding a natural area constructed using soil building techniques using principals of hugelkultur, and mycorrhizal inoculation of logs. The system will improve its function overtime as the area achieves ecological balance.

## **SECTION 3 – SCOPE OF WORK**

# **Preliminary Design**

The selected firm will provide:

- Surveying and preliminary staking and marking of the system components. The
  components include collection inlets and pipes, retention basin and surrounding
  landscaped area.
- Calculations of runoff for 5, 10, and 25 year frequency storms for the 24-hour Probable
  Maximum Precipitation events for the Berkeley Springs area, and the estimated nutrient
  amounts contained in the urban runoff. Include an estimate of the consequences of a 100
  year storm.
- For the selected design storm(s), quantities, sizes, and specifications of system components including inlets, pipes, logs, compost, impervious liner, and solar pump, solar arrays and storage batteries.

The Preliminary Design must be approved by the Town of Bath prior to developing the final design.

# **Final Design and Contracting Package**

The selected firm will provide a contracting package suitable for advertising and for construction including:

- Advertisement for a construction contract
- Statements necessary for meeting state licensing and environmental permits
- Cautions regarding work in a former brownfield with specific Land Use Covenant requirements
- Scope of work either separate or included in the Drawing Notes.
- Drawings including a general arrangement of the area, plan views, cross-sections and sketches of any detailed installations required
- Quantities of types of materials including any special materials similar to that used by the WV Division of Highways "Summary of Estimated Quantities" table
- General terms and conditions of contracting including Davis-Bacon Act wage charts and compliance requirements
- A cost estimate of the construction project
- Other sections deemed necessary

# SECTION 4 – PROPOSAL AND PROPOSER REQUIREMENTS

The Town of Bath is seeking Statements of Qualifications & Experience from interested parties to develop an interdisciplinary design and documents for the purpose of development of a contracting package to be used for construction of an innovative stormwater management system at the Berkeley Springs Depot. It is expected that the proposer will:

- a) include sufficient evidence that the work as outlined can be preformed;
- b) have any and all registration and certification requirements required for West Virginia contractors;
- c) describe past performance on projects of similar type, scope and size;
- d) provide information that demonstrates the ability to provide the services required within the scope of work, and within the timeline determined; and
- e) provide references to demonstrate that there is not a record of substandard workmanship.

The successful application will include the following:

- Availability of requisite professional staff, including their capabilities and experience
- The company's capabilities to plan and deliver a preliminary project design that meets the Section 3 Work Scope within an agreed to schedule will be evaluated
- Years in business
- Following agreement on that preliminary project design, the capacity to prepare all the required designs and documents needed for the Town of Bath to solicit a contract for the construction of the SWM features
- Examples of previously successful similar project case studies, designs and contract packages
- Company success stories showing cost effective design concepts and a track record of providing accurate project cost estimates
- Description effective communication with customers and other parties involved in past projects
- Experience with obtaining and managing non-Company assets that may be needed to complete this Project
- Three references from similar work accomplished by the applicant

The Town of Bath will be evaluating submissions to this request and will select the applicant judged to be the most responsible and responsive to the request. Town of Bath reserves the right to interview some or all prospective firms to discuss Qualifications & Experience.

# **Submittal of Proposals**

Proposals shall be submitted by email using the subject line: **Depot SWM RFQ Submittal**, and must be under 4.0 MB. They must arrive no later than 4:00 p.m. DST, November 4, 2021 to <a href="mailto:townofbath@wvdsl.net">townofbath@wvdsl.net</a>.

Responses received after the designated closing date and time will not be opened or reviewed.

## SECTION 5 – PROPOSAL SELECTION AND EVALUATION

Responses to this RFQ will be reviewed, scored, and ranked by a committee familiar with the proposed project according to the criteria and process as defined in this RFQ. The Proposer selected for contract negotiations will be the firm selected as the most qualified through the evaluation process.

Interviews with the top scoring firms may be requested by the Town. If such an interview is requested, it is expected that the Proposer will make available the Project Manager that will be used for the proposed project for the interview.

Attention is directed to the fact that the proposed project is to be undertaken through various grants and that all work shall be performed in accordance with the regulations issued by those agencies or organizations.

Proposers will be notified in writing of any change in the specifications contained in this RFQ

The Town of Bath Town Council is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.

The Town of Bath Town Council may request clarification and additional information from any proposer.

The Town of Bath Town Council will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

The Town of Bath Town Council reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFQ, and all reports, charts, and other documentation submitted by proposers shall become the property of the Town of Bath Town Council when received.

The Town of Bath Town Council reserves the right to reject any or all proposals, to award in whole or in part and to waive minor immaterial defects in proposals.

If contract negotiations are unsuccessful, the Town of Bath Town Council reserves the right to negotiate with the next highest ranked consultant.

The contract will be awarded to the responsible firm whose proposal is judged most competitive and determined to be the most advantageous to the Town of Bath Town Council.

The Town of Bath Town Council may require up to 30 days after opening the proposals to award or reject the work.

# **SECTION 6 – CONTRACT REQUIREMENTS**

The award of a contract will be by a written agreement that incorporates the scope of work with clarifications. The successful applicant may submit a sample contract or items to be included.

The issuing office is the sole point of contact for the issuance of the contract.

The firm must submit documents addressing general liability insurance, automobile and collision insurance, and professional liability insurance.

The firm will be asked to sign a Professional Services Agreement, which covers items included in the example provided as Attachment C. Draft PROFESSIONAL SERVICES AGREEMENT. A similar agreement provided by the selected firm may be used as a replacement.

<u>Project Goal</u>: Construct a stormwater management system in a former brownfield using an interdisciplinary design approach. The project will use natural materials in various states of decomposition to create a stable ecosystem on an impervious urban lot. The system will control stormwater runoff with a retention basin and a natural area constructed using soil building techniques. The system will improve its function overtime as the area achieves ecological balance.

Project Setting: The Berkeley Springs Depot, located at the northern entrance to the historic Town of Bath in West Virginia, is a 2.5 acre abandoned railyard and depot previously used as a storage area for logs, railroad ties, municipal road materials, and equipment. The Town of Bath and the Morgan County Commission have invested significant time in planning, fund-raising, and administration to recover this industrial brownfield as a potential nexus for recreational and economic development. The community entered into the Voluntary Remediation Program and is completing an EPA Brownfield Cleanup grant, administering Alternative Transportation grants to restore the historic Depot's exterior and interior, and constructing a rail trail with the former railyard as the trailhead. A Chesapeake Bay Trust design grant was announced in June 2021 for design of the stormwater system. The community has held a number of visioning sessions to explore community concerns and ideas for the location using a state brownfield economic grant to the total to the neighborhood.



Figure 1: The historic Berkeley Springs Depot is located at the northern entrance to the Town of Bath, America's First Spa.

<u>Physical Description</u>: The depot yard has had rails removed and extensive excavation of soil, replaced with compacted gravel. Storm runoff flows east off the nearly impervious site toward the lot boundary creating small wetland pockets just outside the property.

1 July 2021

<sup>&</sup>lt;sup>1</sup> EPA Brownfield Cleanup Grant: \$120,000 (match \$20,000)

<sup>&</sup>lt;sup>2</sup> FWHA/WVDOT Alternative Transportation Grant: \$50,000

<sup>&</sup>lt;sup>3</sup> FWHA/WVDOT Alternative Transportation Grant: ~\$500,000

<sup>&</sup>lt;sup>4</sup> Chesapeake Bay Trust Green Streets, Green Jobs, Green Towns (G3) Grant Program: \$30,000

<sup>&</sup>lt;sup>5</sup> FOCUS Grant: \$5,000

## Attachment A. Berkeley Springs Railyard Remediation Using Stormwater Control and Mycorestoration

A Risk Assessment/Remedial Action Work Plan and soil analysis for the site indicates that soil contaminates exist above the residential de Minimis risk based concentration but below the industrial levels. The remediation agreement restricts further excavation.

Conceptual plans for the railyard showing development as a community trailhead with a large vegetative stormwater control area have caught the community's imagination (Figure 2 – image from <a href="https://vimeo.com/291570701">https://vimeo.com/291570701</a>), especially since the town experiences frequent flash flooding, and has a number of green infrastructure projects successfully installed in the town.



Figure 2: Concept plan of the Berkeley Springs Depot showing the depot building in the upper left and a stormwater control area at the bottom of the image.

Rational: "Habitats, like people have immune systems, which become weakened due to stress, disease, or exhaustion. Mycorestoration is the use of fungi to repair or restore the weakened immune systems of environments." Nursing urban ecosystems back to health provides many benefits for a community including improving human health, infrastructure protection, an increase in efficiency for utilities like sewer and water, and direct and indirect economic returns. Creating conditions that encourage a thriving bio-system can create a stormwater management system with multiple benefits and lower maintenance costs.

Installing green practices that jump-start natural soil building conditions leads to water and life quality improvements. Ecosystems become self-healing when components of stress are reduced to the level where natural processes can function. The use of natural materials soil building materials act as catalysts to increase the rate of soil-building and can remediate a landscape suffering from toxin accumulation, disturbance, or alteration.

2 July 2021

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<sup>&</sup>lt;sup>6</sup> Stamets, Paul. 2005 Mycelium Running: How Mushrooms Can Help Save the World. Part II p 55

<u>Design Concept</u>: Natural, locally collected materials will be used to build soil on an impervious area (Figure 3) of a reclaimed brownfield. A retention basin with a solar powered recirculation system will be constructed to control runoff from an approximately three acre area (Figure 4).





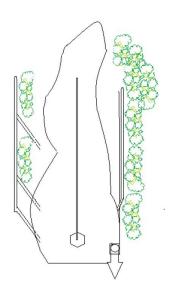
Figure 3: Runoff from the depot lot.



Lined retention basin with recirculation system, bounded by natural areas created using natural soil building techniques.



Figure 4: Concept for natural stormwater control area.



Plan view of basin and drainage pipes.

3 July 2021

<u>Design Approach</u>: Use an interdisciplinary team to develop guidelines for using mycorestoration on an urban brownfield to control stormwater. Soil will be developed onsite using principals of hugelkultur with little to no excavation in accordance with the Remedial Action Work Plan agreement. Project opportunities include:

- Engineering with Nature Use of principles of natural and nature-based features in engineering
  design to improve resilient properties on a drastically disturbed urban site. According to US
  Army Corps of Engineers, currently, there is not an accepted guidance for incorporating natural
  and nature-based features into engineering design.
- Study of mycorrhizal communities for remediation of brownfields.
- Innovative green infrastructure design.
- Use of multiple disciplines and funding streams for amplification of project outcomes.
- Provide examples of natural engineering opportunities for state agencies.
- Integration of applied science with community needs by exposing students to real world scenarios.

# **Project manager:**

Rebecca MacLeod
rebecca.macleod.wv@gmail.com
304-268-5664

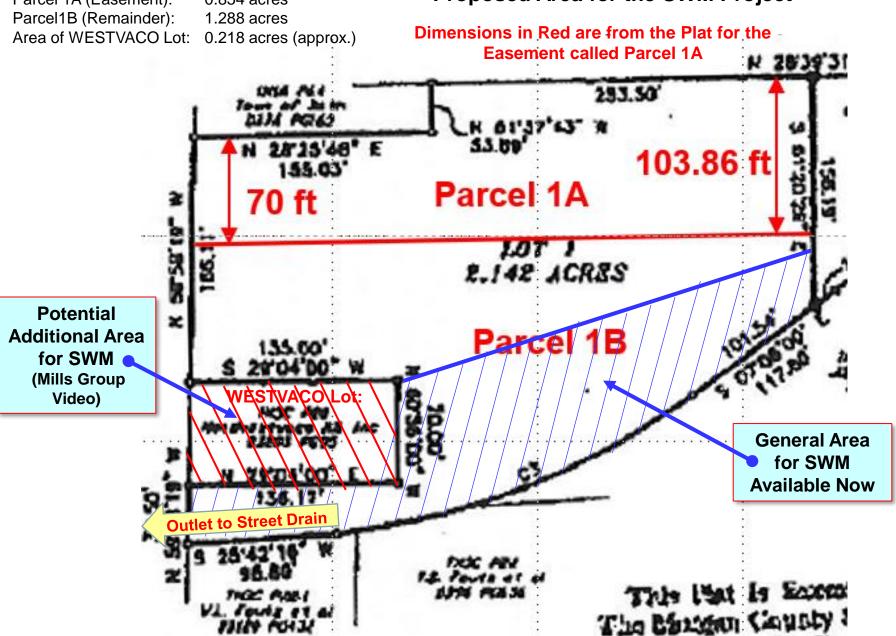
# **Project partners:**

Town of Bath, WV
Morgan County Commission
Eastern Panhandle Regional Planning and Development Council (Region 9)
Chesapeake Bay Trust
WV Division of Highways
WV Department of Environmental Protection
Environmental Standards, Inc. (Licensed Remediation Specialist)
Warm Springs Run Watershed Association

4 July 2021

Original Parcel 1: 2.142 acres
Parcel 1A (Easement): 0.854 acres
Parcel1B (Remainder): 1.288 acres

# Attachment B Proposed Area for the SWM Project



#### PROFESSIONAL SERVICES AGREEMENT

Town of Bath 271 Wilkes Street Berkeley Springs, WV 25411

And

[Consultant]

[\_\_\_\_\_] (hereafter, Consultant)Consultant agrees to provide professional services to the Town of Bath (hereafter, Town) pursuant to this Agreement. Such services are authorized by and subject to the terms and conditions of this Agreement.

## 1. Consultant's Responsibilities

- 1.1. Consultant will provide professional services for the Town during all phases of the forth below and give professional consultation to the Town during the performance of services hereunder.
- 1.2. 1.2. Consultant will provide all professional services customarily furnished and reasonably necessary within the Scope of Work. The Town and Consultant will develop a Project Schedule consistent with requirements of the Scope of Work, and Consultant will complete each phase of the services in accord with that Schedule. Subconsultants, if any, may only be used with the Town's prior written consent. Consultant will contract directly with and will pay such subconsultants. The Town has no obligation to pay any subconsultants.
- 1.3. Consultant will pay all royalties and license fees which may be due by reason of materials or methods employed by Consultant or its subconsultants, or by reason of the necessary inclusion of protected materials or methods in the Project as designed except to the extent such materials or methods are included with the informed consent or at the direction of the Town. Consultant will defend all suits or claims for infringement of patent, trademark, or copyright for which Consultant is responsible pursuant to this paragraph, which may be brought against the Town, and Consultant will be liable to the Town for all losses arising therefrom, including costs, expenses, and attorney fees.
- 1.4. Consultant will not be relieved of responsibility for errors or omissions or other defects in plans and specifications or any other documents prepared by Consultant for the Town's review and approval.
- 1.5. All services provided by Consultant (and any of their sub-consultants) will be performed in a prompt manner consistent with the professional standards of care and diligence applicable to those services performed by recognized firms in the Portland metropolitan region on the type of project being done. Consultant is and will be responsible for all services provided regardless of whether the services are provided directly by Consultant or by sub-consultants used by Consultant. Consultant will make all decisions called for promptly and without unreasonable delay.
- 1.6. Consultant will perform only the services authorized. Additional services will be compensated only if and as authorized in writing by the Town. To the extent services are made necessary by fault or error of Consultant or their sub-consultants in the performance of their respective duties, responsibilities or obligations, the services will not be compensated.

- 1.7. Consultant will furnish Town with either its IRS-designated employer identification number or social security number whichever is appropriate.
- 1.8. Consultant will give prompt written notice to Town if Consultant becomes aware of, or forms a belief regarding, actual or potential problems, faults or defects in the Project, any nonconformity with the Agreement or with any federal, state or local law, regulation or ordinance, or has any objection to any decision or order made by Town with respect to Consultant's duties under this Agreement. Any delay or failure on the Town's part to provide a written response to Consultant will not be deemed or construed to be an endorsement of Consultant's notice and will not constitute a waiver of any of Town's rights.

#### 2. The Town's Responsibilities

- 2.1. The Town will designate a representative fully knowledgeable about the Project and with the authority to review and approve all Project work.
- 2.2. The Town will furnish Consultant with information regarding requirements for the Project, including programs setting forth the Town's objectives, schedules, constraints and criteria.
- 2.3. The Town will render its decisions in a timely manner to avoid unreasonable delay in the orderly and sequential progress of Consultant's services.
- 2.4. The Town will furnish Consultant with all information in its possession regarding the Project.

## 3. Drawings and Specifications

- 3.1. Construction or Project drawings and specifications, or other construction documents submitted by Consultant to the Town, or to any trade contractors or others for bidding or negotiation, will be complete and unambiguous and in compliance with all applicable codes, ordinances, statutes, regulations and laws except to the extent expressly and specifically otherwise stated in detail in writing by Consultant at the time of such submission. By submitting such documents for construction or bidding purposes, Consultant represents that Consultant has informed the Town of any tests, studies, analyses or reports which are necessary or advisable to be performed by or for the Town at that time.
- 3.2. Consultant will assign all original designs, drawings, specifications and other construction documents, if any, to the Town upon completion or termination of services under this Agreement.
- 3.3. All copies of drawings, specifications or other Construction Documents, if any, provided the Town become the property of the Town which may use them without Consultant's permission for any proper purpose relating to the Project, including, but not limited to, additions to or completion of the Project.
- 3.4. If applicable, Consultant will provide one set of reproducible record drawings, which are the revised construction drawings reflecting the construction as completed. The revisions will be based on observations of Consultant made verifying actual construction.

#### 4. Payments to the Consultant

- 4.1. For the period of this Agreement, Consultant agrees to provide services at the rates set forth and attached.
- 4.2. For authorized reimbursable expenses, the Town will pay Consultant at the rate specified. For unscheduled reimbursement items, Consultant will be reimbursed at Consultant's direct cost without markup.

- 4.3. Consultant will not be entitled to or be paid for services provided in excess of any guaranteed maximum price or fixed price that has been established for such services unless authorized by a written scope change.
- 4.4. Consultant will provide the Town with statement(s) of services rendered and authorized reimbursable expenses incurred for each milestone agreed to as an identified payment item.
- 4.5. Consultant's invoices will include a summary of services provided; a summary of reimbursable expenses; and a summary of authorized additional services, all in accordance with the compensation provisions of this agreement, as well as an estimate of the percent of services completed as of the invoice date.
- 4.6. Invoices for reimbursable expenses will be accompanied by supporting documentation.
- 4.7. Invoices for authorized additional services will outline and identify the services performed and by whom, the number of hours each person worked and applicable pay rates.
- 4.8. Payments will be made within 30 days for services performed and invoiced.
- 4.9. Consultant shall keep its billing records, including timesheets, rate schedules and invoices necessary to support invoices for time and materials, additional services and expenses current consistent with generally recognized accounting principles and procedures and maintained for a period of two (2) years following completion or abandonment of the Project. Such records will be available to the Town for inspection, copying and/or audit during normal business hours.

### 5. Termination

- 5.1. The Town may terminate this Agreement for convenience and without cause by giving written notice of such termination to Consultant. Upon receipt of such notice, Consultant will immediately cease further performance except that Consultant may perform such services and incur such reimbursable expenses as reasonably necessary to preserve work that has been completed or is in progress and to achieve an orderly termination or transition. Upon such termination, the Town will pay Consultant, pursuant to the payment provisions of this Agreement for all authorized services or reimbursable expenses up to the date established in the notice of termination. Authorized reimbursements include those costs necessarily and reasonably incurred by Consultant for organizing and carrying out the termination. The Town will not be obligated to reimburse Consultant for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments.
- 5.2. Within a reasonable time after termination of this Agreement or of any Exhibit A work, Consultant will deliver to the Town all materials and equipment and documentation, including raw or tabulated data and work in progress upon payment pursuant to paragraph 5.1 above.
- 5.3. Termination of this agreement by the Town does not constitute a waiver or termination of any rights, claims, or causes of action the Town may have against Consultant under this Agreement.
- 5.4. Upon a determination by a court or an arbitrator that any termination of Consultant or its successor in interest by the Town was wrongful, such termination will be deemed converted to a termination for convenience as set forth above and Consultant's remedy will be so limited.

#### 6. Insurance

6.1. Consultant and any subconsultants engaged or employed by Consultant will maintain throughout the period of this Agreement, as extended from time to time, and for a period of two (2) years after completion of the Project, the following minimum levels of insurance:

- a) Workers' compensation coverage as required by law
- b) Employer's liability
- c) Comprehensive general liability for damages as a result of death or bodily injury to any persons or destruction or damage to any property
- d) Comprehensive automobile liability insurance
- e) Errors and omissions insurance
- 6.2. Prior to commencement of any services under this Agreement, Consultant will furnish the Town with evidence of insurance coverage and provisions as described under 6.1.

### 7. Force Majeure Delay

Neither party will be responsible to the other for its failure to perform on time when such failure is due to causes beyond the party's reasonable control such as acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Consultant's services are delayed by such contingencies, Consultant will immediately notify the Town in writing and the Town may either (1) extend time of performance, or (2) terminate the uncompleted portion of Consultant's services at no cost to the Town.

## 8. Independent Contractor

Consultant is an independent contractor and is entitled to no compensation other than the compensation expressly provided by this Agreement. Nothing in this Agreement will be construed as forming a partnership, agency or joint venture between the parties.

#### 9. Notices

Any notice required under this Agreement will be deemed properly given if directed by prepaid mail, certified return receipt requested, or delivered in hand to the parties at the address as specified on the face page of this Agreement.

#### 10. Indemnity

Consultant is responsible for any and all liability arising out of or related to the performance of work pursuant to this Agreement. Consultant will indemnify, defend (with counsel acceptable to Town) and hold Town, its councilors, officers, employees, agents and insurers (collectively "Town") harmless from and against any and all liability, losses, costs, settlements and expenses in connection with any action, suit or claim resulting or allegedly resulting from Consultant's acts, omissions, activities or services in the course of performing under this Agreement.

## 11. Mediation/Litigation

If any dispute arises between the parties to this Agreement, the dispute will be submitted to mediation prior to any litigation. No claim or dispute arising under this Agreement may proceed to litigation if the parties have not first mediated that claim or dispute. Mediation will be conducted in Berkeley Springs, WV. The parties will attempt to select a mediator within 30 days of a party's request for mediation. The mediator's fees and expenses will be shared equally by the parties. Each party will bear its own attorney fees.

#### C. Draft PROFESSIONAL SERVICES AGREEMENT

Any litigation arising out of or related to this Agreement will be tried in court without a jury. Each party will bear its own fees, costs and expenses related to any litigation, including attorney fees.

# 12. Entire Agreement

This Agreement signed by both parties and so initialed by both parties in the margin opposite this paragraph constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms. Any and all representations, promises, warranties, or statements by the Town or the Town's agents that differ in any way from the terms of this written Agreement will be given no force and effect. This Contract will be changed, amended, or modified only by written instrument signed by both the Town and Consultant. This Agreement will not be modified or altered by any course of performance by either party.

Town of Bath	Consultant
By:	Ву:
Title:	Title:
Date:	Date: