



TOWN OF
BROOKLINE, NEW HAMPSHIRE

Planning Department

P.O. Box 360 – 1 Main Street, Brookline, NH 03033

REQUEST FOR PROPOSALS

Hydrogeological Assessment
Brookline, New Hampshire

Brookline (Town) relies solely on well-water for drinking water. And, we all use the same limited number of underground aquifers to support homes, schools, stores, and industry. As a community, it is critical we are good stewards of this resource and encourage growth in places and manners that keep the long-term health of our water in mind. To protect our drinking water aquifer, we need to know more about the availability of and potential threats to our groundwater resources.

The Planning Board seeks to hire a qualified professional hydrogeologist (hereafter referred to as the Consultant) to conduct a hydrogeological assessment within the Town to: identify potential areas of sufficient and insufficient groundwater resources; and assess potential threats to available groundwater resources. The assessment is to include review of available published data of the area from public and private sources to provide a desktop review and summary of available groundwater resources in Town.

The findings of the hydrogeological assessment are intended to be used by the Planning Board to revise our Zoning Ordinance. The Planning Board needs accurate, unbiased information about where the Town has adequate water resources to support development and areas where there is a deficit or significant risk of a deficit. In addition, in areas where the aquifer is particularly susceptible to pollutants, the Planning Board may wish to add additional protections to keep drinking water resources safe.

A. Summary

The Planning Board seeks a hydrogeological assessment of the aquifers in Brookline to understand the capacity of this resource to support development and identify areas that may need additional protections.

B. Available information from the Town of Brookline

- Reports from the Well Water Committee
- Selectboard Well Water Survey Analysis (not the raw data)
- 2012 Master Plan

C. Scope of Services

Task 1 – Coordination

The Consultant will meet with the Planning Board prior to the initiation of the assessment to discuss proposed methods and schedules for the project and to discuss the project approach. The Consultant will then consult regularly with the Planning to provide progress reports and to receive comments on, and input to, work to-date. Upon completion of draft report and mapping, the Consultant will make a presentation to the Planning Board to discuss the assessment products. The Consultant will respond to official comments made at the final meeting and submit the final report, mapping, and GIS databases within 30 days of the final meeting. Assume three (3) meetings for budgeting purposes.

Task 2 - Existing Data Collection

The Consultant will gather available hydrogeologic data resources data and mapping applicable to the Town as developed by federal, state, regional and local agencies and academia, including, but not limited to the U.S. Department of Agriculture, U.S. Geological Survey (USGS), NH Department of Environmental Services (NHDES), the University of New Hampshire (GRANIT database), and the Town of Brookline Departments of Planning, Assessing, and Public Works. Before development of the assessment report, the Consultant will review the 2012 Master Plan, particularly Section 4.5 ~ Water Supply Lands, for previously developed information. At a minimum, existing data collection will include the following:

1. Base mapping that includes Town boundaries, transportation (roads and railroads), surface water features (ponds, streams), topography, and gas and power-line rights-of-way.
2. Conservation and public lands
3. Prime farmland and soils
4. Stratified drift aquifers, wellhead protection areas, and known and potential contamination sources
5. Wetlands
6. Watershed and sub-watershed boundaries
7. Floodplains
8. Geology and geologic resources
9. NHDES Potential Contaminant Sources (remediation sites, underground and above-ground storage tanks, hazardous waste generators, etc.)
10. NHDES Water Well Inventory and Public Water System databases

Task 3 - Field Data Collection

The Consultant will conduct fieldwork only if necessary and agreed upon in a separate written agreement by the Planning Board.

Task 4 - Mapping and GIS Database Compilation

The Consultant will prepare maps and GIS databases for the Planning Board by integrating

existing available GIS databases and any collected field information if performed, and most recent or available aerial imagery. Maps will be prepared in both digital and hard-copy format using ArcGIS or similar software and using the best available digital orthophotography or mapping as base maps. Documentation of the data source, standards, and scale used for the inventoried resources will be included in metadata descriptions. At a minimum, assessment maps and GIS databases will include the features described below:

1. Basemap information including Town boundaries, tax map parcels, transportation (roads and railroads), surface water features (ponds, streams), and topography.
2. Conservation and public land boundaries available as a data layer in GRANIT and attributed with information on the type of protection that is in place (e.g., conservation easement, fee ownership, etc.). Town-owned lands, as provided by the Planning Board.
3. Stratified-drift aquifer boundaries, including boundaries of areas of high transmissivity and low transmissivity and including favorable gravel well analysis.
4. Active NHDES public water supply wells, including wellhead protection areas and sanitary protective radii.
5. NHDES Water Well Inventory databases (yield, total depth, depth to bedrock, etc.).
6. Zones of potential high-yielding bedrock aquifers available as a GIS coverage from the USGS.
7. Location of any significant faulting/fracturing.
8. Bedrock photo lineaments identified by USGS on low and high-altitude aerial photographs. Identified bedrock lineaments are likely to be the result of underlying zones of vertical to high-angle bedrock fractures and generally indicate areas of increased bedrock aquifer transmissivity (groundwater flow).
9. Watershed and sub-watershed boundaries by Hydrologic Unit Code, using existing GRANIT coverage when available.
10. Wetlands from the National Wetlands Inventory and NRCS soils survey, review of current satellite imagery, and any other local data sources.
11. Floodplain areas subject to 100-year and 500-year frequency flooding as identified on maps by the Federal Emergency Management Agency (FEMA) as available. These maps are available in digital format as DFIRMS (Digital Flood Insurance Rate Maps).
12. Bedrock geology formations as available as data layers in GRANIT.
13. Soils not well suited for development, as available from the NRCS databases. The locations of soils with characteristics that limit development (e.g. thin, highly erodible soils and soils with high-water tables, etc.) will be included.

Assessment maps should include, at a minimum:

1. Overburden groundwater resources, including stratified-drift aquifer boundaries and transmissivities and favorable gravel well area findings;
2. Bedrock geology and structure (significant faulting/fracturing)
3. Co-occurrence mapping that define potential areas of sufficient and insufficient groundwater resources;
4. Potential Contaminant Source mapping;
5. Inferred groundwater recharge areas; and
6. Areas of potential future development based on underlying zoning regulations.

Task 5 – Hydrogeological Assessment Report.

The Consultant will prepare a report with an executive summary that:

1. Summarizes the assessment findings, provides interpretation of the data, and identifies potential areas of sufficient and insufficient groundwater resources and potential contaminant source threats to Town groundwater quality.
2. Identifies possible aquifer recharge areas.
3. Identifies areas of potential concerns where new wells may impact existing domestic water supply wells that serve residential dwellings.
4. Provides a preliminary assessment of the susceptibility of wells in Town (private and public) to drought.
5. Provides recommendations for additional assessment and/or field explorations in areas of particular concern or where the data is unclear or inconsistent. This may include seeking anecdotal information on trends in drinking water wells provided by well-drilling companies.
6. Make recommendations for addition to or modification of the existing Brookline Zoning Ordinance.

D. Submittal Requirements

The respondents should provide:

1. A brief scope of work with any modifications to the tasks described above.
2. Proposed deliverables.
3. Proposed schedule by task.
4. Proposed budget by task, and total budget.
5. Three relevant references and a succinct qualifications statement.

Please provide a pdf of your proposal via email by DATE to: April 17, 2023.

Michele Decoteau
Town Planner
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mdecoteau@BrooklineNH.us
(603) 673-5588 x215.

Please send any questions about the RFP to mdecoteau@BrooklineNH.us by April 7, 2023. Answers will be sent out to all parties by April 12, 2023.

E. Fine Print

The Town reserves the right to reject any and all proposals, to waive technical or legal

deficiencies, to accept any proposal that is in the best interest of the Town and to negotiate the terms and conditions of any proposal leading to acceptance and final execution of a contract for services.

In consideration to all proposers, no oral interpretation will be given to any proposers as to the meaning of specification documents or any part thereof. Every request for such a consideration shall be made in writing to Michele Decoteau via e-mail (mdecoteau@BrooklineNH.us) at least 10 days prior to bid due date. Based upon such inquiry, the Town may wish to issue an addendum to this RFP.

Addenda to this proposal, if any, will be e-mailed to the bidders' contact of record. Addenda and updates will not be sent directly to firms by any means other than e-mail.

F. Proposal Evaluation and Selection

Proposals will be reviewed by the Board and evaluated on the documentation requested herein, utilizing criteria, which includes, but is not necessarily limited to, the following:

1. Responsiveness to proposal requirements-(capabilities, work program, approach, clarity, format, etc.)
2. Qualifications of the Consultant and project team members-experience and technical competence of the Consultant and its personnel, including thorough knowledge of the legal, federal, local, and state land use statutes and regulations.
3. Previous related work and references-Qualifications and experience of personnel committed to the project.
4. Consistency of proposal with the scope of services outlined herein.

The Planning Board, at its discretion, may select a Consultant outright or select one or more finalist(s) for in-person and/or telephone interviews.

The Town reserves the right to reject any and all proposals, to waive technical or legal deficiencies, to accept any proposal that is in the best interest of the Town and to negotiate the terms and conditions of any proposal leading to acceptance and final execution of a contract for services.

G. Use of Subcontractors

The use of subcontractors or consultant team members under the contract shall only be allowed with the approval of the Town Planner or their designee. Subcontractors will be subject to the same requirements as the Consultant.

All subcontractor and consultant team member costs shall be included within the contract price. All subcontractors as used by the Consultant must comply with all of the requirements of the bid and contract requirements as contained herein. Satisfactory proof or compliance of the specifications of the bid and contract requirements must be furnished to the Town prior to any subcontractor performing any work under the awarded contract.

H. General Provisions

Nothing contained in the Contract shall be construed to be for the benefit of any persons not a party to the Contract. No third-party beneficiary rights are created. No waiver by either party of any default by the other party in the performance of any provision of the Contract shall operate as or be construed as a waiver of any future default, whether like or different in character.

I. Insurance Requirements

The Contractor agrees that it will carry any and all insurance which will protect it and the Town of Brookline, its officials, agents, volunteers and employees from any and all claims and demands, costs, damages, loss of service or consortium, expenses, compensation and attorneys' fees including but not limited to any and all claims for personal injury and/or death, workers' compensation injuries, and property damages which may, in any way, arise from or out of the operations of the Contractor whether such operations be performed by the Contractor itself, anyone directly or indirectly employed by it or any other persons or company retained in any way to carry on all or portion of the operations, activities or work required by or related to the Contract. The Contractor further agrees that the Town of Brookline and its officials, agents, volunteers, and employees shall be named as an additional insured in any and all such liability insurance policies required by the Town of Brookline.

Prior to commencing work, the Contractor shall demonstrate that it carries a general liability policy with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as completed operations coverage, applicable to the work performed under this Contract and all liabilities as set forth above. The general liability policy must also contain contractual liability coverage applicable to the contractual indemnification obligation set forth below.

The Contractor shall provide proof of automobile insurance coverage in an amount deemed satisfactory to the Town of Brookline. The Contractor will furnish to the Town of Brookline a Certificate of Insurance and an endorsement prior to executing the Contract or commencing work demonstrating that the Town of Brookline and its officials, agents, volunteers, and employees are named as an additional insured on the general liability and automobile liability insurance coverage on a primary and noncontributory basis.

The Contractor shall provide proof of workers compensation insurance meeting State of New Hampshire required limits and providing employer's liability coverage. Contractor shall carry and provide proof of builder's risk insurance covering the project at its full value and shall name the Town of Brookline as loss payee.

To the extent Contractor utilizes the services of an architect, engineer, surveyor or any other industry professional, all such professionals, in addition to the general and automobile liability coverages described above, shall carry professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such professionals shall name the Town of Brookline and its officials, agents, volunteers, and employees as an additional insured on the general and automobile liability coverages by certificate and amendatory endorsement.

The cancellation of any insurance held by the Consultant and any subcontractor, without immediate satisfactory substitution in accordance with the above requirements, shall serve to automatically terminate the contract.

The Town of Brookline shall not be required to insure the Contractor, any subcontractor or any professional service provider.

J. Indemnification

To the fullest extent permitted by law, Contractor shall protect, indemnify, save, defend and hold harmless the Town of Brookline, including its officials, agents, volunteers and employees ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, economic injury or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of Contractor or its agents, employees, contractors or subcontractors, and even if caused in part by any negligent act or omission of Indemnified Parties.

In addition, and regardless of respective fault, Contractor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that Contractor's officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

The Contractor's obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract. The Town of Brookline shall not be required to defend or indemnify the Contractor, any subcontractor or any professional service provider.

K. Relationship

The Consultant and any subcontractor or team member it engages shall be in the relationship of an independent contractor with the Town and nothing herein shall be construed as creating, at any time, the relationship of partnership or of employer and employee between the parties hereto, nor shall the award of the Contract be construed as creating any relationship whatsoever between the Town and Consultant, its officers, agents, employees, and any subcontractor or team member.

The Consultant and/or its employees and any subcontractor or team member shall not represent themselves as employees or agents of the Town.

The Consultant shall have sole authority and responsibility to employ, discharge, and otherwise control its officers, agents, employees, and any subcontractor or team member. Neither Consultant nor any of its officers, agents, employees, and any subcontractor or team member shall be deemed employees of the Town or for purpose of any tax or contribution levied by any federal, state, or municipal government.

L. Termination

The Town retains the right to terminate and dismiss the Consultant and any subcontractor or team member for non-performance, or poor performance within five (5) working days' notice. Additionally, the Town reserves the right to negotiate a contract agreement with the next qualified bidder for completion of the work.

M. Laws, Permits, and Licensing

It shall be the Consultant's responsibility, and anyone employed by the Consultant and any subcontractor or team member to adhere to and comply with all federal, state, and local laws, regulations, and codes, as well as with all standards and practices relating to the work being performed or the services provided. In addition, it is the Consultant's responsibility to procure and keep in effect any and all licenses, permits, notifications, or other regulatory requirements relating to the work to be performed or the services to be provided.

N. Reservation of Rights

The Town is not responsible for any costs incurred by respondents regarding the preparation of submissions in response to this RFP. This RFP is not to be construed as creating any contractual relationship between the respondents and the Town. Submittal of a proposal does not commit the Town to award a contract.

The Town reserves the right to reject any or all submittals, to waive technical or legal deficiencies, to proceed or not to proceed with any subsequent interview process, or to negotiate without further process any contract as may be in the best interest of the Town.

The Town further reserves the right to undertake such investigation as it deems necessary to evaluate the qualifications of the Consultant and to evaluate its submittal.

O. Disqualification

A respondent may be disqualified and its proposal rejected for any of the following reasons: 1) failure to supply complete information as requested by this Request for Proposals, 2) the lack of experience of prospective respondents, or 3) evidence of collusion with other respondents. Any bid proposal(s) rejected for reason #3 will disqualify the respondent(s) involved from consideration in future dealings with the Town.

P. Revisions to Request for Proposals

If it should become necessary to revise any part of this Request for Proposals or otherwise to require additional information, an addendum will be issued by the Town and furnished to all potential responders who have obtained copies of this original Request for Proposals.

Q. Receipt of Proposal

All prospective respondents seeking to submit a proposal are requested to inform the Town by email at mdecoteau@BrooklineNH.us that they have obtained the Request for Proposals. Please provide your name, address, phone number, and email address. This will enable the Town to forward any pertinent information required for compliance with the Request for Proposals document.

R. Governing Law and Venue

This Request for Proposals and the Contract to be entered into shall be governed by the statutory and common laws of the State of New Hampshire and venue shall lie in the State Courts of the State of New Hampshire as to any dispute.