

REQUEST FOR PROPOSALS

MASTER SITE PLAN PHASE II FOR REDEVELOPMENT OF WATERFRONT PROPERTY

TOWN OF BOWDOINHAM, MAINE

RESPONSES DUE BY: 1:00PM ON OCTOBER 19, 2020

Sealed Requests for Proposals, plainly marked "Planning Consultant Services – MASTER SITE PLAN PHASE II FOR REDEVELOPMENT OF WATERFRONT PROPERTY" on the outside of the mailing envelope, addressed to the Nicole Briand, Director of Planning & Development, 13 School Street, Bowdoinham, Maine 04008 will be accepted until 1pm (est) on Monday, October 19, 2020 Addenda to this proposal, if any, including written clarifications to this RFP, will be posted on the Town of Bowdoinham website under the project heading.

PROJECT FUNDING

This Project will be funded with a Shore & Harbor Planning Grant Program from Maine Department of Marine Resources Maine Coastal Program and the Town of Bowdoinham.

PROJECT OBJECTIVES

The Town's objective is to further develop the Master Site Plan to permit level engineering drawings for the redevelopment of the former public works property (known as Map U01, Lot 001). The property is located on the Town's riverfront and is underutilized given the area's potential for recreation-based economic development. The Town adopted a Master Site Plan for the redevelopment of the property in June 2019.

The services should address, at a minimum, the areas outlined in the following Scope of Services. Consultants should indicate how each of these tasks will be undertaken and the specific steps necessary to accomplish those tasks.

SCOPE OF SERVICES

Phase 1: Site Plan Design

The consultants shall review the Master Site Plan, property inventories from Coastal Communities grant work and the permitted designs for the shoreline stabilization and non-motorized boat launch to develop engineering drawings for the overall park design and permitting.

1) EXISTING CONDITIONS

- a. Develop an inventory of all existing data (aerial topography, floodplain, wetlands, shoreland zoning, etc.);
- b. Review existing reports, plans and surveys; and
- c. Perform site reconnaissance.
- 2) COMMUNITY INPUT
 - a. Conduct at least two meetings with the Steering Committee to discuss guiding principles, expectations, schedule and shared information for the Plan;

b. Conduct two open public meetings where the broader stakeholder community is invited to provide their input regarding the redevelopment of the property.

3) SITE PLAN DESIGN & PERMITTING

- a. Further develop the Master Site Plan to permit level engineering drawings for the redevelopment.
- b. Obtain necessary permits (federal, state, local).

<u>Deliverables:</u> During the process, it would be expected that the consultant create the materials necessary for the public and permitting process, including, but not limited to:

- flyer to advertise public meetings that would be included in the Town's newsletter;
- draft plans and renderings;
- permit application materials; and
- final approved plans.

Phase 2: Construction Documents and Administration

Develop construction documents and assist the Town with construction administration and inspections. The scope of this phase of the project will be determined after Phase 1 is completed. For the purposes of this request for proposals, please provide hourly rates, estimated hours & costs, and your firms experience with construction administration. This phase of the project would be a contract amendment, once the scope of this phase is determined.

PROJECT SCHEDULE

The Town anticipates conducting the project with the following milestones:

Request for Proposals advertised	September 25, 2020
Proposals Due	October 19, 2020
Interviews	October 2020
Contract Signing	November 2020
Park Design	November 2020 – February 2021
Permitting	Spring 2021

Complete Necessary Documents For Construction Bid

Spring 2021

The project's design, permitting and construction documents must be completed by December 31, 2021, per the Town's Shore & Harbor Planning Grant requirements.

Construction

Summer/Fall 2021

TOWN ROLE

Town Planning Department staff will be responsible for administering the project and overseeing the consultant's work on this project.

PROPOSAL REQUIREMENTS

Proposals shall include the following:

A. Firm Description - Provide a brief description of the firm including firm size and area(s) of specialization, location of corporate headquarters, and potential satellite office proposed to handle this project.

B. Project Team - Provide names and resumes of key professionals who would be assigned to the project. Each team member's education and experience shall be listed. The project manager shall be clearly identified and a description of his/her relevant previous projects listed.

C. Relevant Experience – Provide a list and brief description of past projects within the state of Maine that have included relevant components. Proposed project staff must have been involved with said projects.

D. Statement of Project Understanding & Scope of Services - The consultant shall state in succinct terms their understanding of the scope of services that is to be addressed as a result of selection pursuant to this Request for Proposals, and provide a description in narrative form of the consultant's approach and technical plan for accomplishing the work.

E. Schedule - The Consultant shall submit a proposed schedule for completing the scope of services associated with the project.

F. Fee Proposal - The Consultant shall submit a proposed budget for performing the scope of services, stated as a not-to-exceed fee for Phase 1. For Phases 2, please provide hourly rates, estimated hours and estimate costs.

G. References – Provide three (3) references, including current contact name and phone number, for projects with relevant components.

NUMBER OF COPIES

Ten (10) bound copies of the proposal must be submitted no later than the date and time identified above.

EVALUATION CRITERIA

Proposals will be evaluated according to the following:

- 1. Responsiveness to submission requirements. 25 points
- 2. Qualifications of firm and project team members. 25 points
- 3. References and past Community experience. 25 points
- 4. Understanding of required project work. 25 points
- 5. Proposal price. 25 points
- 6. Project timeline. 25 points

The Town of Bowdoinham reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it may deem to be in the best interest of the Town.

OTHER REQUIREMENTS

The successful Consultant will be required to maintain insurance in such form as will protect the Consultant from claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract. The Consultant shall also be required to maintain professional liability insurance. Amounts and coverages shall be subject to contract negotiations.

The Town of Bowdoinham reserves the right to negotiate directly with the firm(s) selected for additional project work including assistance with implementation of portions of the resulting Master Plan

The Town of Bowdoinham reserves the right to undertake such investigation as it deems necessary to evaluate the qualifications of the Consultant and to evaluate its submittal. All concepts, designs, information and ideas that may be generated during the selection process shall become the property of the Town of Bowdoinham.

Requests for additional information should be directed to Nicole Briand, Director of Planning & Development, at (207) 666-5531 or nbriand@bowdoinham.com.

ADMINISTRATIVE INFORMATION AND CONDITIONS FOR SUBMITTAL

- I. Compliance: all participating Offerors shall agree to comply with all conditions, requirements and instructions of this RFP as stated or implied herein. Should the Town of Bowdoinham omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offerors shall secure instructions from the Planning Department prior to the date and time of the submittal deadlines shown in this RFP.
- **II. Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline without express approval from the Town of Bowdoinham.
- **III. Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror prior to the sixty-first (61st) day following the submittal deadline data and only prior to award.
- **IV.** Acceptance of Proposal Content: the contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award.
- V. Exceptions and Substitutions: All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Town of Bowdoinham reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions separately. Exceptions/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- **VI. Minimal Standards for Responsible Prospective Offerors:** a prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:
 - a. Have adequate financial resources, or the ability to obtain such resources as required
 - b. Be able to comply with the required or proposed completion schedule
 - c. Have a satisfactory record of performance

- d. Have a satisfactory record of integrity and ethics
- e. Be otherwise qualified and eligible to receive an award and enter into a contract with the Town of Bowdoinham
- f. Be able to pass a background check as may be conducted by the Town of Bowdoinham
- VII. **Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract.
- VIII. **Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Town of Bowdoinham
 - IX. Contract: This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Town of Bowdoinham, shall constitute a contract equally binding between the Town of Bowdoinham and the Contractor. Any and all verbal communications and/or commitments made during negotiation process that are deemed agreeable to both the Town of Bowdoinham and selected Offeror shall be submitted in written form and made part of any resulting contract. No different or additional terms shall become a part of the Contract with the exception of an Amendment.
 - X. Contract Termination: this contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services, or, (4) for convenience terminated by either party within a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
 - XI. Indemnification: Contractor shall defend, indemnify and save harmless the Town of Bowdoinham, and all its officers, employees, insurers and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Town of Bowdoinham growing out of such injury or damages.
- XII. **Costs of Response:** All costs borne by the Offeror in submitting a response to this RFP shall remain the sole responsibility of the Offeror.