

TOWN OF YORK
REQUEST FOR PROPOSALS
York Harbor/River Study

I. INTRODUCTION

The Town of York, Maine (hereinafter, the "Town") is seeking Proposals for the development of a York Harbor/River Study (hereinafter, "Study"). The purpose of the Study will be to identify and review boat traffic, dock placement, safety, congestion, and capacity issues on York Harbor/River. Details of these components are further explained below in **Exhibit 1**.

Proposers must submit one hard copy and/or one pdf of their Proposal. All hard copies of the Proposal are to be submitted in a sealed envelope clearly marked on the outside "York Harbor/River Study." All pdfs of the Proposal are to be submitted either via email with a subject heading "York Harbor/River Study" or in a sealed envelope clearly marked on the outside "York Harbor/River Study."

Completed proposals, including those emailed to Drew Donovan- harbormaster@yorkmaine.org must be received at the York Police Department Administration Office, Attention: HM Drew Donovan, 9 Hannaford Drive, York, Maine 03909, by 4:00 pm on Wednesday, June 12, 2019 and will be opened at that time. The Proposal must be signed by the Proposer with their full name and address and included in the sealed envelope or with the pdf submission. Any Proposal received after the deadline stated above may not be considered.

Questions regarding this Request for Proposal should be directed to Drew Donovan, Harbor Master, York Police Department, 9 Hannaford Drive, York, Maine 03909, or email Drew at harbormaster@yorkmaine.org.

Each Proposer is required to state in the Proposal:

1. Its name, principals, mailing address, and telephone number;
2. The name, telephone number, and email address for its Contact Person;
3. The names, titles, mailing address, and telephone numbers for all subcontractors that will be used on this project; and
4. A statement that no person acting for or employed by the Town is directly or indirectly interested in the Proposal or any agreement which may be entered into to which the Proposal relates or in any portion of the profits here from.

The successful Proposer shall be required to sign an agreement substantially similar to the standard Town Services Agreement, a copy of which is attached hereto as **Exhibit 3**.

Before commencing work under the Town Services Agreement, the successful Proposer shall produce evidence satisfactory to the Town that it and its subcontractors, if any, have secured public liability, automobile, and workers' compensation coverage as set forth in **Exhibit 3**.

Each Proposer is encouraged to visit the area(s) of analysis and inform itself of the conditions relating to the area in which the Services shall be performed. Failure to do so will not relieve a successful Proposer of its obligations to furnish all equipment, material, and labor necessary to carry out the provisions of the Agreement and to complete the contemplated work for the consideration set forth in this Request for Proposals. The Town disclaims any and all responsibility for injury to Proposers, their agents, or others while examining the work area or at any other time. Proposers are responsible for all of their costs in preparing and submitting proposals hereunder.

A Proposer must submit one pdf and one hard copy of its Proposal.

II. SCOPE OF SERVICES

The Scope of Services hereunder is described in the Specifications attached hereto (hereinafter, the "Services") as **Exhibit 1**.

III. SCHEDULE

All proposals shall conform with the following schedule to complete proposed work:

1. Begin work: **July 1, 2019**
2. Progress update: **July 22, 2019**
3. Progress update: **August 12, 2019 (Interim Report)**
4. Conclude work: **September 2, 2019**
5. Submit results: **September 16, 2019**

III. PROPOSAL SUBMISSION REQUIREMENTS

The Proposal must include the following descriptions:

1. Proposal Form (**Exhibit 2**).
2. Understanding of the Project.
3. Qualifications/technical capacity of the Proposer and its subcontractors, if any.
4. Two to five similar projects completed by the contractor, including names, titles, phone numbers, and email addresses of references for the projects.
5. All materials, equipment, and labor necessary to perform the Services, including the name of the person(s) or entity (entities) owning the materials and equipment and/or providing the personnel that forms the basis for its proposal.
6. Additional submissions specified in **Exhibit 1**.
7. Identification of project manager, staff who will undertake the proposed work; role and approximate percentage of work conducted by each staff member.

8. Total cost and cost of specified components of the proposed work and a clear description of all clarifications and exceptions.
9. Compliance with or proposed modification of specified schedule and conditions.
10. Assumptions and/or conditions associated with the Proposal.

All Services to be furnished to the Town shall be performed with equipment, methods, and use of personnel in accordance with pertinent professional standards and with the Occupational and Safety and Health Act requirements of the State of Maine and the United States.

IV. SELECTION CRITERIA

Proposals will be evaluated based on the following criteria:

1. Understanding of, and familiarity with, the project (20%)
2. Prior experience with similar projects (20%)
3. Qualifications and experience of assigned staff (25%)
4. Cost (25%)
5. References (10%)

V. ACCEPTANCE/REJECTION

The Town reserves the right to waive any informalities in Proposals, to accept any Proposal, and to reject any or all Proposals, should it be deemed in the best interest of the Town to do so.

Proposals may be held by the Town for a period not to exceed **thirty (30)** days from the date of the opening of Proposals for the purpose of reviewing proposals and investigating the qualifications of the Proposers prior to the award of a contract.

Date: **July 22, 2019**

By: Stephen H. Burns, Town Manager

EXHIBIT 1 (Services)**York Harbor/River Study Specifications**

Project Scope/Overview: The study shall be from the mouth of the York River (Rock's Nose) to Birch Hill Road. The basic components of the Study shall include the following, however, it is recommended that information included in the Study be reviewed and detailed in two geographical areas. Area 1 shall be from the mouth of the York River to Sewall's Bridge (Seabury Road) and Area 2 shall be all areas west of Sewall's Bridge to Birch Hill Road. It is understood that all information listed below may not be applicable in both phases as long as it is detailed as such.

- **Inventory:** The inventory identifies and describes the existing natural and cultural resources, physical features, and uses of the surface waters and underwater lands for which the Study is being developed. The inventory should include the following subjects and be supplemented by maps indicating their location and extent.
 - Commercial, and recreational water-dependent uses (such as marinas, boat yards, swimming areas (particularly in the area of the Route 103 and Wiggly bridges), commercial or recreational fishing, types of vessel activity (commercial vessel, recreational vessel, and non-motorized paddle craft, including kayaks, canoes and stand up paddleboards) and vessel anchorage or mooring areas;
 - Existing infrastructure, such as navigation channels and basins, docks and docking facilities, and roadways supporting the river/harbor area;
 - A description of the scenic quality of the river/harbor, including positive and negative features.

- **Issues:** A summary of issues of local and regional importance that should be addressed in the Study, such as:
 - Interference with existing navigation channels by structures such as docks, floats or anchored or moored vessels;
 - Public health and safety, such as the operation of vessels in or near swimming areas, and general boating congestion/capacity;
 - A need to maintain or provide river/harbor infrastructure such as parking, roadways, navigation channels, boat ramps, docks;
 - Limits on public access to the river/harbor or public use of the river/harbor area;
 - A high demand for sufficiently maintained navigation channel or basin depths;
 - The need to protect important water-dependent uses in appropriate areas within the river/harbor;
 - Adverse impacts on scenic quality and visual access to the river/harbor.

This material may be incorporated in or included under a separate heading for the York River/Harbor Study issues in a “summary of issues.”

- **Mapping Requirements:** The York Harbor/River Study map should be of sufficiently large scale to illustrate all of the information necessary. All use zones, infrastructure and special projects should be shown on the large-scale map. A map key should explain each zone, infrastructure type and project.
- **Studies and Research:** Special studies, design projects, or research necessary to advance or refine the Study or a component of it, such as:
 - Provide recommendations on how to support and manage the requirements of working waterfront / commercial vessels, and recreational vessels / non-motorized paddlecraft.
 - Provide recommendations on how to balance public access with increasing demands on the resources of the York River, while maintaining the existing character of the waterfront.
 - Identify potential safety issues and recommend actions to provide for a safe boating experience for all users of the York River.
 - Comprehensive Plan considerations and or recommended amendments that would better enhance the Study area.

All Proposers will be required to demonstrate expertise in projects of this type.

Project Cost: All Proposers shall provide a fixed price, not to exceed, quotation for the total project.

All clarifications and exceptions shall be clearly described in the Proposal.

General Information: The Proposer shall work with the Harbor Master and Harbor Board during the duration of this project and all reports, findings, draft documents etc. shall be directed to them.

Schedule:

1. Begin work: **July 1, 2019**
2. Progress update: **July 22, 2019**
3. Progress update: **August 12, 2019 (Interim Report)**
4. Conclude work: **September 2, 2019**
5. Submit results: **September 16, 2019**

The Proposer will provide expected lead time after approval of submittals.

Qualifications: The Proposer shall provide a description of its familiarity with relevant Maine statutes and regulations and with similar work undertaken in Maine.

EXHIBIT 2

PROPOSAL FORM

York Harbor/River Study

TO: Drew Donovan, Harbor Master
York Police Department
9 Hannaford Drive
York, ME 03909

Dear Sir:

The undersigned hereby declares that it has carefully examined the location of the proposed York Harbor/River Study Request for Proposal including the specifications therein referred to in Exhibit 1, and the proposed Services Agreement in **Exhibit 3**, and that it proposes and agrees, if this Proposal is accepted, in whole or in part, by the Town of York (hereinafter the "Town") to perform the Services, as defined in the proposed Services Agreement, and that it will accept as payment in full for said Services or portion of the Services the following sum(s) as the "Contract Price": _____ Dollars (insert dollar amount in words) (\$ _____ (insert dollar amount in numbers)).

If the Town accepts the Proposal, the undersigned further agrees that it will execute the Services Agreement within **thirty (30)** days from the date of opening the Proposals.

The undersigned hereby further declares that the only persons or parties interested in this Proposal as principals are named below and that no person acting for or employed by the Town is directly or indirectly interested in this Proposal or in any Agreement which may be awarded under it or in profits expected to arise therefrom, except as provided by the Town Charter. The full names and addresses of all persons and parties interested in this Proposal, as principals, are as follows: *(provide first and last names in full; and in the case of a Corporation, the names and addresses of the President, Treasurer and Manager; and in the case of a Partnership, the names and addresses of members):*

Date: _____ (insert month) __ (insert date), _____ (insert year)

_____ (insert signature)

_____ (insert title)

_____ (insert name of entity)

_____ (insert legal address)

_____ (insert name of principal place of business)

_____ (insert firm's IRS Identification Number)

Please, provide address to which all correspondence and notifications to Proposer are to be sent:

Please, provide Proposer's Telephone Number: (____) _____

EXHIBIT 3

TOWN SERVICES AGREEMENT

**YORK HARBOR/RIVER STUDY AGREEMENT BETWEEN
THE TOWN OF YORK**

AND

_____ (Name of Successful Bidder)

THIS AGREEMENT is entered into this _____ day of _____, 2019, by and between the TOWN OF YORK, a body politic and corporate (hereinafter the "TOWN"), and _____ (Name of Successful Proposer), with a mailing address of _____ (hereinafter the "CONTRACTOR").

WITNESSETH:

WHEREAS, the TOWN is in need of a York Harbor/River Study and did advertise for Request for Proposals entitled "Request for Proposals, York Harbor/River Study, York, ME," (hereinafter, the "RFP"), a copy of which is attached as **Exhibit 4** and made a part hereof; and

WHEREAS, the CONTRACTOR has the requisite knowledge and technical ability to perform the required services and has submitted a proposal for the provision of such services, dated _____, (hereinafter, the "Proposal"), a copy of which is attached and made a part hereof; and

WHEREAS, after due consideration of all the proposals, the TOWN did award the bid to the CONTRACTOR;

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. The CONTRACTOR will furnish the materials, supplies, equipment and labor (hereinafter the "Work") in accordance with Exhibit 1 contained in the RFP issued under date of _____ by the TOWN, and also in accordance with the CONTRACTOR's Proposal.

The restatement in this document of any term of the Proposal shall not be deemed to waive any term not so restated. If any disagreement is found between RFP or the Proposal and this document, then this document shall govern; and the RFP shall govern over the Proposal, to the extent they disagree; provided, however, that this document and its attachments shall be construed to be supplemental to one another to the extent possible.

2. Prior to the execution of this Agreement, the CONTRACTOR will procure and maintain Automobile Insurance and General Public Liability Insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, naming the TOWN as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the TOWN, its officers and employees. The CONTRACTOR shall furnish the TOWN and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the TOWN of termination of insurance from insurance provider or agent.
3. To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify and hold harmless the TOWN, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including, but not limited to, the costs of defense and attorney's fees arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, anyone directly or indirectly employed by it, or anyone for whose act it may be liable. CONTRACTOR's obligations under this paragraph shall survive termination of this Agreement.
4. The CONTRACTOR shall perform the work to the satisfaction of the responsible TOWN official, whose approval and acceptance of the work will be a condition precedent to payments by the TOWN under this Contract.
5. Upon receipt of executed contracts and insurance as required, the TOWN will promptly send an executed TOWN contract to the CONTRACTOR, which will commence work starting _____ and shall complete work no later than _____. All deliverables shall be received by the Town no later than _____. The time set for such completion may be extended only by written consent of the TOWN.
6. In the event of any dispute as to the amount, nature or scope of the work required under this Contract, the judgment of the TOWN will be final and binding.
7. For performance of all the terms and conditions of this Agreement, the TOWN will pay the CONTRACTOR and amount not to exceed (insert dollar amount in words) _____ (insert dollar amount in numbers) (\$ _____) based on the rates set forth in the Proposal.
8. Compensation will be made in **two installments** both equaling no more than (insert dollar amount in words) _____ (insert dollar amount in numbers) (\$ _____). The Town will process payment upon receipt of the signed

agreement between the Town and the Contractor; and upon receipt of the York Harbor/River Study Report and Maps, and final confirmation from the Harbor Board that all information has been submitted per this agreement. Payments will be made within 30 days of receiving both the signed agreement; and the Final York Harbor/River Study Report with York Harbor Board final confirmation.

9. The TOWN may terminate this Agreement for cause by written Notice to the CONTRACTOR. In the event of such termination, the CONTRACTOR shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.
10. The TOWN shall have the right to terminate this Agreement at any time for its convenience on thirty (30) days' prior written Notice to the CONTRACTOR. If the Agreement is terminated by the TOWN for convenience, the TOWN shall pay the CONTRACTOR for all Work performed and all materials purchased pursuant to this Agreement prior to receipt of such Notice.
11. Out of concern for the public, TOWN employees and the CONTRACTOR's employees, all work performed by the CONTRACTOR shall be in conformance with pertinent OSHA, local, state and federal government regulations.
12. CONTRACTOR shall be solely responsible for the hiring, supervision, discipline, management or termination of any employees or agents hired or retained for the purposes of providing the services contemplated under this Agreement. CONTRACTOR, its agents, contractors, or employees are independent contractors and shall not be deemed to be employees of the TOWN
13. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforceability of the remaining provisions hereof.
14. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court.
15. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.

16. TOWN and CONTRACTOR each warrant and represent to the other that they have the full right and authority to enter into this Agreement, that there is no impediment that would inhibit their ability to perform their respective obligations under this Agreement, and that the person signing this Agreement on behalf of each party has the authority to do so.

IN WITNESS WHEREOF, the said TOWN OF YORK has caused this Agreement to be signed and sealed by Stephen H. Burns, its Town Manager, thereunto duly authorized, and CONTRACTOR has caused this Agreement to be signed and sealed, the day and date first above written.

WITNESS:

TOWN OF YORK

Stephen H. Burns, Town Manager

WITNESS:

CONTRACTOR

(Type Name of Consultant here)

EXHIBIT 4

YORK HARBOR/RIVER STUDY ADVERTISEMENT

TOWN OF YORK

**NOTICE OF REQUEST FOR PROPOSALS
FOR**

YORK HARBOR/RIVER STUDY

The Town of York, Maine is seeking professional services for the completion of a York Harbor/River Study that will identify and describe the existing natural and cultural resources, physical features, and uses of the surface waters and underwater lands; evaluate the issues of local and regional importance; map all uses, infrastructure and special projects; and provide a detailed summary of special studies, design projects, or research necessary to advance project needs.

Sealed and/or emailed bids, which meet the delivery format specified in the Town's Request for Proposals (RFP), shall be received until **4:00 pm on Wednesday, June 12, 2019** at the York Police Department Administration Office, Attention: HM Drew Donovan, 9 Hannaford Drive, York, Maine 03909 or emailed to Drew Donovan- harbormaster@yorkmaine.org.

The York Harbor Study RFP, Specifications, and Draft Contract Documents may be obtained at www.yorkmaine.org.

Questions regarding the Request for Proposal should be directed to Drew Donovan, Harbor Master, York Police Department, 9 Hannaford Drive, York, Maine 03909, or email Drew at harbormaster@yorkmaine.org.

Town of York, Maine

Drew Donovan, Harbor Master

This 13th day of May 2019