

Town of York, Maine

Request for Proposals

For

Project Manager – Design Phase

Date Issued:

May 28, 2021

Deadline for Submission of Proposals:

June 21, 2021

**For additional information or assistance,
contact:**

Diana Janetos, Assistant to the Town Manager

207-363-1000

djanetos@yorkmaine.org

1.1 Introduction & Project Description.

The Town of York is issuing this Request for Proposals for a Project Manager– Design Phase (“PM”) to manage the preliminary design and budgeting of the expansion and renovation of the existing Town Hall. The project will be conducted in a phased approach.

Project Definition: The project will include the preparation of a needs assessment, project program and budget, selection of the preliminary designer and oversight of the design and budget presentation to the Selectmen and citizens of York in December, 2021 in preparation for the Town-wide vote in May, 2022.

1.2 Project Manager Scope

The Project Manager shall serve as the Town of York’s representative and shall report to the Town Hall Building Committee and the Town Manager.

The PM shall be responsible for overall project management, including all services associated with the development of a first-class, publicly constructed building in York, Maine through the completion of Phase 1 of this project.

The project shall terminate with the vote in May, 2022. The PM may be engaged to provide services in later phases of the Project, including but not limited to design development and construction management.

The PM shall guide the Town Hall Building Committee in determining when Town Hall Building Committee meetings are necessary to support the project.

Further Statement of **Job Duties and Responsibilities**

- (a) Deliver to the Town a report (the “Report”) setting forth a proposed formal program for the project, including the following:
 - (i) A defined project scope and objectives, in consideration of the following:
 - Interviews with each Town Hall department to understand needs and objectives, work practices and normal public interface.
 - Health, security, and safety of employees and public given current circumstances related to COVID-19 and future needs.
 - A space and needs assessment and incorporation of results into project plan. The assessment is to include space for active and secure storage needed for each department and archival storage.
 - Requirements of the York Historic District, as well as other municipal or state requirements as applicable to the building location.
 - Resources needed to reach objectives, and management of resources in an effective and efficient manner.
 - (ii) A preliminary design and project budget based on scope of work and resource requirements.
 - (iii) A preliminary project schedule and work plan, including sequencing of the work through completion of construction.

- (b) Create a project communication plan that addresses the frequency and schedule of project status updates, including stakeholders, project sponsors, The Board of Selectmen, and the Town Hall Building Committee
- (c) Attend all project related review meetings as representative of the Town.
- (d) Utilize industry best practices, techniques, and standards throughout entire project execution.
- (e) Assist Town with development of process to engage a designer for the project and with assistance from Town staff manage process to bring project design team under contract.
- (f) Monitor progress and propose adjustments as needed to achieve Town objectives.
- (g) Monitor and ensure the project stays on a timeline, budget, and meets deadlines.
- (h) Oversee all incoming and outgoing project documentation.
- (i) Value engineering and constructability reviews.

1.3 Qualifications

- (a) To be eligible to submit a proposal, the PM **must** have the following:
 - (i) At least 10 years of related experience in municipal facility design and construction.
 - (ii) Working knowledge of project pre-design and planning, architectural/engineering design, general construction and project management. Demonstrated skills in technical writing, communications, contract administration, report preparation and budget development, familiarity with Microsoft Office and specialized computer applications.
 - (iii) Construction management experience to assess the design and cost of the expansion, the experience to assess the work and cost to renovate the existing Town Hall, and provide input to the Town Hall Building Committee.
- (b) The following qualifications are preferred:
 - (i) A strong background in the gathering and analysis of information to produce the project definition, program, preliminary design and budget.
 - (ii) PMP, LEED, EDAC certifications.
 - (iii) Experience with municipal and/or other public works projects, including town halls and historic structures.
 - (iv) Proven ability to solve problems creatively.
 - (v) Experience managing projects through the full life cycle.
 - (vi) Excellent analytical skills.
 - (vii) Strong interpersonal skills and exceptional resourcefulness.
 - (viii) Strong verbal, written, computer, technical, communication and presentation skills.

- (ix) Proven ability to complete projects according to outlined scope, budget, and timeline.
- (x) Demonstrated ability to effectively manage multiple priorities and foster positive business relationships.
- (xi) Experience developing and overseeing community engagement processes.

2.1 General

- (a) The Town reserves the right to reject any or all proposals, to waive any informality or minor defects in proposals received, and to request or negotiate modifications to a proposal, if appropriate.
- (b) All information in the proposal should be organized and presented in a clear and concise format.
- (c) Accuracy and completeness are essential. The successful response will be incorporated into a contract as an exhibit.
- (d) It should be noted that the Town need not award this RFP to the lowest-priced proposal as this is a best-value contract based on qualifications and technical merit as well as fee.
- (e) All rates and prices set forth in the proposal shall remain firm and irrevocable for at least ninety (90) calendar days following the deadline for the submission of proposals.

2.2 Submission Instructions

- (a) Proposals must be sealed and submitted via hard copy AND via e-mail.
- (b) Sealed, hard copy submissions should be mailed or hand delivered to: Town Hall RFP, 186 York Street, York ME 03909.
- (c) Email submissions shall be sent to: djanetos@yorkmaine.org with the RFP name and PM name clearly shown in the email subject line. Proposals by email should be submitted as **one** PDF file and are recommended to be a maximum of 20 pages. If the file is larger than 3MB please submit via a file sharing service such as Dropbox. The Town is not responsible for emails not received.
- (d) Electronic submissions will not be accepted without being accompanied by a sealed hard copy proposal.
- (e) Late proposals shall not be considered. Respondents take full responsibility for the Town's receipt of Proposal in accordance with these Instructions.
- (f) Submissions should include the following:
 - (i) Cover page, with bidder name and contact info.
 - (ii) Executed Proposal Acknowledgement Page accepting the Town's Standard Terms and Conditions as stated in this RFP. (Template provided as Section 4 of this RFP.)
 - (iii) PM's experience with implementing similar projects.
 - (iv) Profile of PM and/or team, including the project manager and key members. The profile may be presented in the form of very brief personal resumes. The profile

should clearly convey previous relevant experience and provide clear references to the required qualifications listed in this RFP.

- (v) Statement or documentation of how PM and/or team meet the qualifications set forth in Section 1.3 above.
- (vi) Hourly rates of team members.
- (vii) Proposed PM fee, quoted as a “cost not to exceed” pricing structure.
- (viii) List of at least three relevant references with contact information, including phone and email.

2.3 Questions and RFP Addenda

Please send all questions regarding this RFP via e-mail to Diana Janetos at djanetos@yorkmaine.org so that they can be addressed in writing prior to the deadline for proposals. Answers will be sent out via an addendum and posted on **Town Hall Building Committee’s page of the Town Website**. It is the responsibility of the PMs bidding on this RFP to also monitor the Town’s website for any updates or addenda regarding this RFP. The web address is: **yorkmaine.org**. It is the responsibility of the bidding PM to understand and comply with any addenda to this solicitation. E-mail notifications of addenda sent to known potential bidders are a convenience only and may not be relied upon by a bidder.

2.4 Key Dates

RFP Issued	May 28, 2021
Deadline for Submitting Questions	June 14, 2021
Deadline for Submitting Proposals	June 21, 2021 by 1:00 PM
Interviews	TBD week of 6/28/2021
Anticipated Award by Board of Selectmen	July 12, 2021

3.1 Evaluation and Award Process

- (a) The Town Hall Building Committee will rank all candidates based on both qualifications and fee. After evaluation of proposals, the Committee may choose to select the two (2) or three (3) highest ranked applicants to be interviewed. If so, the short-listed candidates will be notified by the Town of the date, time and place for their interviews and any other pertinent information. Project manager and key staff must be present at the interview, which may be conducted remotely. Within a reasonable time after the receipt of proposals or the last interview, if any, the Committee shall recommend a candidate to the Town based on the proposal and interview performance.
- (b) Proposals will be evaluated based on the criteria outlined below:
 - (i) Quality and completeness of the proposal
 - (ii) Evidence of PM’s understanding of the project and the existing conditions
 - (iii) Demonstrated ability of the PM to complete the project on time and within budget
 - (iv) Demonstrated qualifications and experience of the PM and its employees
 - (v) Price of services
 - (vi) References

- (c) The Board of Selectmen has the sole and final discretion to determine which PM to engage and award the contract or to reject all proposals. The Town may, in its sole discretion, also consider additional factors or modify the criteria set forth above.

3.2 Period of Performance

Performance will begin immediately following execution of a contract, and the anticipated initial contract will run through the completion of Phase 1. Upon review of initial project performance, a second contract or project amendment may be awarded to PM for the completion of the design and construction phase if the project is approved by voters in the May 2022 referendum.

3.3 Contract Implementation

Upon notification of award and prior to final contract approval by the Town, the successful PM shall submit to Town proof of insurance as described in Section 5 of this RFP.

By submitting a proposal, the PM acknowledges and agrees that the contract between Town and PM shall include (1) the Project Manager Scope, as described in Section 1.2 of this RFP, (2) the Terms and Conditions set forth in Section 5 of this RFP without modification, and (3) the PM's Proposal.

SECTION 4: PROPOSAL ACKNOWLEDGEMENT PAGE

Town of York

Request for Proposals

For

Project Manager/Owner Representative

The undersigned, upon acceptance by the Town, agrees to furnish services in accordance with the terms and conditions of the Town of York Request for Proposals for Project Manager/Owner Representative dated May 28, 2021, at the prices indicated herein.

The undersigned declares under penalty of perjury that she/he is authorized to sign this document and bind the business or organization to the terms of this contract.

The undersigned acknowledges and hereby agrees that if awarded the contract, the terms and conditions set forth in Section 5 of the RFP shall, without modification, be made part of the contract between the undersigned and the Town.

The undersigned hereby by guarantees that the prices quoted have been arrived at without collusion with other eligible bidders or any other persons or entities in a manner that has the effect, or potential effect, of precluding the Town from obtaining a competitive price.

The undersigned recognizes the right of the Town of York to reject any or all bids received and to waive any informality or minor defects in bids received.

Bidder Name:

Address:

Telephone Number:

Fax Number:

E-mail address:

Signature of Authorized Representative:

Printed Name of Authorized Representative:

SECTION 5: Contract Agreed to Terms & Conditions

5.1 Insurance Requirements

§ 5.1.1 During the term of the Contract, PM shall provide and maintain liability and other insurance reasonably satisfactory to the Town, and in any event, PM shall maintain general liability coverage, including products-completed operations coverage, with a limit per occurrence of not less than \$1,000,000 and an annual aggregate limit of \$1,000,000 and auto liability coverage per occurrence of not less than \$1,000,000 and an annual aggregate limit of \$1,000,000. PM shall name the Town as an additional insured on the general liability and auto liability policies with respect to any liability arising out of the performance of the services and the Contract. PM shall obtain coverage, by an endorsement or otherwise, to its general liability insurance policy to cover PM's defense and indemnification obligations under the Contract with a limit per occurrence of not less than the limit of Town's liability under the Maine Tort Claims Act and an annual aggregate limit of \$1,000,000. Such policies shall provide that no less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent directly to the Town.

§ 5.1.2 During the term of this Contract, PM shall maintain all insurance required by federal, state, and local law, at levels required by law, including but not limited to worker's compensation insurance.

§ 5.1.3 During the term of this Contract, PM shall maintain employer liability coverage with a limit of not less than \$500,000 per occurrence. PM waives all rights against the Town, including any right of or for subrogation, for damages to the extent covered by the employer liability policy required by this Section.

§ 5.1.4 During the term of this Contract and for a period of at least three years thereafter, PM shall maintain Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence.

§ 5.1.5 During the term of this Contract, PM shall ensure that all subcontractors and suppliers at the Project site provide and maintain liability and other insurance as set forth in Sections 6.2.1 through 6.2.3.

§ 5.1.6 Upon the Town's request, PM shall promptly provide proof of insurance required by this Article to the satisfaction of the Town and copies of actual insurance policies for review by the Town.

5.2 Indemnification. To the fullest extent permitted by law, PM shall defend, indemnify and hold harmless the Town, and the Town's directors, officers, commissioners, council members, agents, consultants, and employees in their official and individual capacities from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to, arising out of or resulting from performance of the services or the Contract, including but not limited to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, or liens on the Town's property, if caused in whole or in part by the acts or omissions, whether negligent, intentional or otherwise, or breach of the Contract by PM or the acts or omissions, whether negligent, intentional or otherwise, of its subcontractor, sub-subcontractor, or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. In claims against any person or entity indemnified under this

Article by an employee of the PM, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, this defense and indemnification obligation is intended to waive any exclusivity-of-remedy defense or employer immunity provisions that may otherwise be available to employer under workers' compensation, disability benefit, or other employee benefit acts and the obligations shall not be limited by a limitation on the amount of damages, compensation, or benefits payable by or for the employer under workers' compensation acts, disability benefit acts, or other employee benefit acts. The obligations in this Section survive termination of the Contract.

5.3 Maine Tort Claims Act. Nothing in this Contract does, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the Town or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

5.4 Governing Law. The Contract shall be governed by, construed and enforced in accordance with Maine law, exclusive of conflicts or choice of law provisions.

5.5 Termination

§ 5.5.1 For Cause. The Town may terminate this Contract for cause if PM:

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials to properly execute the services and the Contract;
- .2 fails to make payment when due to subcontractors and suppliers for materials or labor in accordance with the respective agreements between PM and the subcontractors and suppliers or as required by law;
- .3 disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 otherwise substantially breaches a provision of the Contract.

When any of the above reasons exist, the Town may, without prejudice to any other rights or remedies and after giving PM seven (7) calendar days' written notice, terminate PM, and finish the services by whatever reasonable method the Town may deem expedient. When the Town terminates the Contract for one of the reasons stated in this Section, PM shall not be entitled to receive further payment until the services are finished, and such payment shall be offset by Town's damages, if any.

§ 5.5.2 For Convenience. The Town may, at any time, terminate the Contract for convenience and without cause. In such case, PM shall only be entitled to receive payment for services executed and all costs and expenses directly related to the termination, and PM waives all rights to any other damages, whether in law or equity, not stated in this Section.

§ 5.5.3 Records Upon Termination. All records, data, software, and information relied on by PM or prepared in connection with the services and work under this Agreement shall be and remain the property of the Town. All project-specific information upon termination of this Agreement shall be provided to the Town and shall remain the Town's property.

§ 5.5.4 The obligations in this Article 5.5 shall survive termination of the Contract.

5.6 Warranty. In performing services, PM agrees all services, including design and engineering services, shall be performed consistent with the professional skill and care

provided by professionals providing similar services similar circumstances and given the characteristics of this project. The obligations in this section shall survive termination of the Contract.

5.7 Changes in the services.

§ 5.7.1 The Town has the right, in writing, to order minor changes in the services not involving changes in the Contract Price or the Completion Date for the services and not inconsistent with the intent of the Contract. PM shall carry out such orders promptly at no additional cost to the Town and with no adjustment to the Completion Date.

§ 5.7.2 The Town has the right, upon written notice to PM, to order changes in the services within the general scope of the Contract, consisting of additions, deletions or other revisions. Such work shall be done by written change order executed by both Parties, but if the Town and PM cannot agree to a change or adjustment in the Contract, then PM shall promptly perform the change in the services and the Contract Price and the Completion Date shall be equitably adjusted based on the reasonable impact of the additions to and deletions from the services. Any further dispute shall be governed by the dispute resolution provisions of the Contract.

§ 5.7.3 No additional charges or any other change to the Contract will be allowed unless previously authorized in writing by the Town, with, as applicable, the additional charges and/or other changes to the Contract stated in writing.

5.8 Time is of the Essence. Time limits stated in the Contract are of the essence.