



REQUEST FOR PROPOSALS

FINANCE DEPARTMENT

GREGORY N. L'HEUREUX
Finance Director

COLLEEN C. SELBERG
Purchasing Agent

ARCHITECTURAL CONSULTANT SERVICES

The City of South Portland, Maine is requesting proposals for an architectural consulting firm (the "Consultant") to provide design review comments to City staff and the Planning Board for development that is regulated by various sections of Chapter 27, Zoning, of the Code of Ordinances. The City's Code of Ordinances may be viewed on line at www.southportland.org/our-city/code-ordinance/

Three (3) paper copies of the proposal, and an electronic file in PDF format, shall be submitted in envelopes plainly marked "Bid #34-19 Architectural Consultant Services" to Colleen Selberg, Purchasing Agent, City Hall, 25 Cottage Road, South Portland, Maine, 04106 not later than **3:00 P.M., Friday, March 29, 2019** after which all proposals will be opened and made available for public inspection. Proposals received after the above stated date and time will not be considered.

All questions related to this proposal request are to be submitted to Justin Barker, Community Planner, via email, at jbarker@southportland.org. Questions received less than 72 hours prior to the proposal deadline may not be answered.

SCOPE OF SERVICES

The scope of services includes the review of development projects submitted by applicants and providing comments regarding compliance with the following sections of Chapter 27 of the Code of Ordinances:

- a. Sec. 27-1566 *et seq.*, Design Standards for Village Downtowns;
- b. Sec. 27-1572 *et seq.*, Design Standards for Commercial and Neighborhood Activity Centers;
- c. Sec. 27-304, Nonconforming Residential Lots;
- d. Other projects as may be requested per Sec. 27-138, Independent Consulting and Peer Review Fees; and
- e. Any future ordinances adopted that may contain additional design standards.

In addition, the Consultant may be asked to provide advice regarding developing new design provisions or amending existing standards.

PROPOSAL REQUIREMENTS/EVALUATION CRITERIA

To facilitate the evaluation process, the proposer is requested to organize the proposal into distinctive sections that correspond with the individual proposal requirement categories. The quality of the proposer's documentation will be considered throughout this selection process.

General Approach (Assigned Weight 15%)

Describe your general approach to organizing and managing the project including your approach to design review services.

Typical Application Review Process

The process for reviewing development applications is expected to be approximately along the lines of the following:

1. The Consultant will be notified by the City when a submission is available for review.
2. The Consultant will review submissions to the Planning Board and prepare written comments by the deadline established by the Community Planner. The deadline timeframe may vary, but it shall be established based on a reasonable amount of time to review the project based on the scope of work. It is critical to the review process to provide comments prior to the deadline, as the Planning Board uses these comments as a basis for final decision on a project.
3. The Consultant shall be available to meet with staff and/or the applicant to discuss the project comments, if necessary, either at the Planning and Development Offices at 496 Ocean Street or at the Consultant's office (if local).
4. The Consultant may visit the project site on an as needed basis to better understand existing conditions and the impact of proposed development.

City Use of Other Architectural Consultants

The City's contractual relationship with the Consultant places no limits whatsoever on the City's rights and abilities to use other architectural consultants for any reason on any type of project.

Qualifications/Availability of Key Staff (Assigned Weight 35%).

The Consultant must be primarily located within the Portland metropolitan area. Provide resumes for key staff and explain why they were chosen for the project. Receiving comments that can be provided to the Planning Board in a timely manner is critical to the review of a project. Comments that are received with little or no time for the Planning Board to review serve little value in the review process. Provide evidence that current and future workloads of key staff assigned to the project will allow the described level of work performance.

Professional Qualifications

The Consultant personnel who will be reviewing projects and providing comments must currently be licensed by the State of Maine to practice architecture.

Planning Board Meetings

The City's Planning Board meetings typically are on the second and fourth Wednesday of the month. Attendance at Planning Board meetings is not required, although timely requests for Consultant attendance at a meeting on a larger, more complicated project, will not reasonably be denied by Consultant. The Consultant shall meet with the Planning Board at least once a year for a discussion of design requirements and the architectural character of the City.

Prior Experience (Assigned Weight 15%)

Consultant must have experience working on both residential and commercial projects. Experience with preparing applications for Planning Board approval and municipal permitting preferred.

Explain any special competencies or experience your firm and/or key personnel have with public sector third-party review, if any.

Each proposer must submit three references which, in the proposer's opinion, qualify their firm for the work detailed in this RFP. References should provide evidence of the firm's ability to complete projects on time and within budget. Each reference should include, on a single page, the following:

- Name, address and telephone number of the contracting agency
- Contact person
- Project budget
- Term of the contract
- Brief description of the specific services provided.

In addition to the three references, proposers are welcome to provide any other documentation of the firm's experience that might prove useful to the City.

Proposed Fees (Assigned Weight 35%)

Contract and Fee

The consultant shall provide a fee schedule quoted on an hourly basis for the initial three-year term of the contract for all personnel who would provide services to the City under this contract. Any other incidental costs related to providing these services also need to be identified. Consulting fees shall not increase during the life of the contract except by mutual consent at the time of any contract extension. The successful proposer shall be required to sign a services agreement with the City, a copy of which is attached hereto as **Attachment A**. Please note that the blanks within the Agreement will be completed for use at contract signing. The agreement need not be completed at this time.

Fees to the Applicants

Upon receiving an application review assignment from the Planning & Development Office, the City obtains review funds from the applicant based on the project type and deposits them in an escrow account. The Consultant's bills for development review will come to the City and will be paid out of the escrow. If additional funds are needed and authorized, the applicant will be sent a bill for replenishing the escrow account. If at the conclusion of the project there are unused funds in the escrow account, they will be returned to the applicant following the final Planning Board decision.

Accounting

The process of keeping track of project review hours and corresponding escrow monies can be complicated. A consideration of this criteria will include an evaluation by the City of how well the Consultant's accounting staff and invoicing systems are likely to interface with those of the City.

SELECTION PROCESS:

The City will review all proposals for completeness. If a proposal is determined by staff not to be complete, that proposal may no longer be considered.

The City will review the remaining proposals and rate them considering each section's relative weight. After this review, the top rated proposers will receive an interview. It is understood that the City shall incur no costs as a result of an interview, nor bear any obligation in further consideration of the proposal.

Final selection of the Consultant will be to the individual or firm that provides the lowest responsible and responsive bid that is deemed to be in the best interests of the City. "Responsible" means that the proposer has the skill, judgment, integrity and ability to perform the work. The City reserves the right to investigate the references provided as well as other sources. "Responsive" means that the proposer has submitted a bid that corresponds to and addresses the criteria and specifications in this Request for Proposals.

The City reserves the right to negotiate with the selected firm(s) as to the terms of a contract, including, but not limited to, the scope of services. The City reserves the right to reject all bids.

The City will not be responsible for any costs or expenses incurred by a proposer in preparing or submitting a proposal.

Any proposal must be completed and signed as shown on the Proposal Form included herein.

CITY OF SOUTH PORTLAND

PROPOSAL FORM

for

Bid #34-19 Architectural Consultant Services

TO: Purchasing Agent
City of South Portland
25 Cottage Road
South Portland, ME 04106

To Whom it May Concern:

In compliance with Bid **#34-19 Architectural Consultant Services**, the proposer proposes to complete all services to be provided as identified in the Request for Proposals as set forth in the accompanying Proposal.

The undersigned further proposes and agrees, if this Proposal is accepted, in whole or in part, that within fourteen (14) days from the date of mailing of the Agreement, it will execute and deliver the Agreement to the City.

The undersigned hereby further declares that the only persons or parties interested in this Proposal, as principals, are named below; that the Proposal is made without any connection with any other person or party making any proposal for the same work; and that no person acting for or employed by the City of South Portland is directly or indirectly interested in this Proposal or in any Agreement which may be entered into or arise therefrom. The full names and addresses of all persons and parties interested in this Proposal, as principals, are as follows: (Give first and last names in full; and in the case of a Corporation, give names and addresses of President, Treasurer and CEO/Manager; in the case of a Limited Liability Company, give the names and addresses of members and managers; and in case of a Partnership, give names and addresses of partners):

Signed: _____
(Corporation, Firm or Company)

By: _____
(Officer, Authorized Individual or Owner)

Title: _____

Mailing
Address: _____

Zip Code: _____ Date: _____

Telephone: _____ Fax: _____

E-Mail: _____

Note: Bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid.

Attachment A

**AGREEMENT
BETWEEN CITY OF SOUTH PORTLAND
AND**

AGREEMENT made this ____ day of _____, 2019, by and between the **CITY OF SOUTH PORTLAND**, a body politic and corporate, located in the County of Cumberland and State of Maine (hereinafter the “**CITY**”) and _____, located at _____, _____, Maine ____ (architectural consulting firm hereinafter “**Consultant**”).

WITNESSETH

WHEREAS, the **CITY** has set out in the detail the objectives of its use of an architectural consulting firm and the scope of the services that firm will be asked to provide in a Request for Proposals **Architectural Consultant Services** and dated _____, which is hereby incorporated by reference into this Contract as **Exhibit A** (the “RFP”); and

WHEREAS, the **Consultant** submitted a proposal dated _____, ____ for said services;

NOW, THEREFORE, the parties do hereby agree as follows:

1. SERVICES

Consultant agrees to provide the personnel, supplies, equipment and labor necessary to perform the Basic Services as outlined in its Proposal dated _____, _____ a copy of which is attached hereto and by this reference incorporated herein as **Exhibit B**. Any substantial change or addition to the scope of Basic Services shall be agreed upon in writing by **CITY** and **Consultant**, and **Consultant** agrees to perform Additional Services, if any, at rates to be determined based on the nature of the services involved. Authorization of performance of any Additional Services shall be in writing from **CITY**. The restatement in this Agreement of any term of the Request for Proposals or the Consultant’s Proposal shall not be deemed to waive any term not so restated. If any disagreement is found between the Request for Proposals or the Consultant’s Proposal and this Agreement, then this Agreement shall govern; and the Request for Proposals shall govern over the Consultant’s Proposal, to the extent they disagree; provided, however, that this Agreement and its attachments shall be construed to be supplemental to one another to the extent possible.

2. SCHEDULE

The initial term of this Contract shall be the three (3) year period beginning on the date of the contract signing unless terminated earlier as provided for herein. The **CITY** shall have the option to renew this Contract automatically for three (3) successive one (1) year option terms, on the same terms and conditions. The **CITY** shall be deemed to have exercised an option if, by a date thirty (30) days prior to the end of any term, the **CITY** has not notified the **Consultant** of its decision not to exercise the option.

3. **FEES**

Consultant shall submit an itemized statement for services performed under this Agreement, and, if requested, show hours spent, hourly rates and tasks performed. **Consultant** shall not bill the City for any services on a project in which the services/review comments were not provided to the **CITY** prior to the deadline established by **CITY** staff. Fees for services billed to the **CITY** at the rates provided on page _____ through _____ of **Consultant**'s Proposal.

4. **PERSONNEL, INDEPENDENT CONTRACTOR**

Consultant represents that it has, or will secure at its expense, all personnel required in performing its services under this Agreement. Such personnel shall not be officers or employees of the **CITY**, nor have any contractual relationship with the **CITY**. **Consultant**'s Project Manager hereunder shall be _____, and any deletion or change in Project Manager shall be subject to the **CITY**'s approval.

Consultant further agrees that consistent with its status as an independent contractor, that its personnel will not hold themselves out to be, nor claim to be, officers or employees of the **CITY** by reason of this Agreement.

Consultant certifies that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest (or apparent conflict of interest) in performing services for the City or any of its officials and employees, and that the **Consultant** will disclose all such relevant information if such a conflict of interest arises or appears to exist to a reasonable person with knowledge of the relevant facts. This provision requires **Consultant** to disclose in advance to the **CITY** when the performance of services for the **CITY** would be directly adverse to, or substantially related to, work performed for another of **Consultant**'s clients or when there is a risk that the performance of services for the **CITY** would be materially limited by **Consultant**'s responsibilities to another client or by a personal interest of **Consultant** so that that the **CITY** may decide whether it wants to consent to the **Consultant**'s performance of services under those circumstances.

5. **STANDARD OF PERFORMANCE**

Consultant shall be, and remain, fully responsible to the **CITY** for technical completeness, sufficiency and accuracy of all professional services furnished by or under this Agreement and shall, without additional cost or fee to the **CITY**, correct and revise

any errors or deficiencies in its performance and shall pay **CITY** for any loss, damages, or costs, including attorney's fees, resulting from **Consultant's** breach of this Agreement or incurred by the **CITY** for the replacement or correction of any part of the work hereunder which is deficient, or defective.

CITY shall provide **Consultant** with prior written notice of any errors or deficiencies in its performance prior to replacement or correction of any work and prior to incurring any legal fees related thereto and shall give **Consultant** a reasonable time under the circumstances to correct said error or deficiency.

6. CITY'S REPRESENTATIVE

The **CITY's** Planning Director, or his/her authorized designee, shall act as the **CITY's** representative in all dealings with the **Consultant**.

7. DOCUMENTS

CITY agrees to furnish or provide access to **Consultant** to any information or material in its possession that is relevant to **Consultant's** performance hereunder and **CITY** staff will cooperate with **Consultant**. **Consultant** will not, without the **CITY's** written consent, disclose, or permit disclosure, by any officer, employee, or agent of **Consultant**, of any information or material furnished or generated under this Agreement.

All documents and reports developed under this Agreement shall become the property of the **CITY** and be promptly delivered to the **CITY** upon request. All working papers shall be and remain the property of **Consultant**, but **Consultant** shall make said work papers available to the **CITY** upon the **CITY's** request and the **CITY** shall be provided copies of any or all working papers upon request.

Consultant shall be responsible for the protection and/or replacement of any work or material in its possession, including materials provided to them by the **CITY**.

8. INDEMNIFICATION

To the fullest extent permitted by law, **Consultant** shall defend, indemnify and hold harmless the **CITY**, its officers, agents and employees, from and against all claims, damages, losses, and expenses, just or unjust, including, but not limited to, costs of defense and attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claim, 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 part by any intentional misconduct or negligent act or omission of **Consultant**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Such obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the **CITY** which otherwise exists. The extent of the indemnification provision shall not be limited for insurance in this Agreement.

9. INSURANCE

The Consultant shall not commence work under this Agreement until it/s/he has obtained all insurance required under this paragraph and such insurance has been reasonably approved by the **CITY**.

It is a requirement that the CITY be named as an Additional Insured on the General Liability and Automobile Liability policies.

(a) **Commercial General Liability** to include products and completed operations, and blanket contractual. The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Per Project Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Medical Payments	\$10,000

(b) **Business Automobile Liability**

The **Consultant** shall maintain and cause all sub-contractors to maintain business automobile liability insurance covering all owned, non-owned, leased, rented or hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
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Automobile physical damage coverage shall be at the option of the **Consultant** and all sub-contractors. The **CITY** shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile unless caused by the City's negligence.

(c) **Workers' Compensation Insurance**

The **Consultant** shall maintain and cause all sub-contractors to maintain Workers' Compensation and Employers Liability in accordance with the laws and regulations of the State of Maine. The limits of liability provided shall be as follows:

Coverage A:	Statutory
Coverage B:	\$100,000/\$500,000/\$100,000

(d) **Professional Liability**

The **Consultant** shall maintain a policy of insurance to pay on their behalf whatever amounts may become legally required to pay on account of an error, omission or negligent act.

Limits of Liability shall be as follows:

\$1,000,000 per occurrence and in the aggregate site specific.

It is a requirement that this policy be maintained for a period of three (3) years following completion of the project.

- (e) **Certificates of Insurance** of the types and in the amounts required shall be delivered to the **CITY** prior to the commencement of any work by the **Consultant**.
- (f) The Certificate of Insurance and the policies of insurance shall include a thirty (30) day notice to the **CITY** of cancellation, non-renewal or material change in coverage or form.
- (g) It is required that the **CITY** be named as an Additional Insured on the General Liability and Automobile Liability policies.
- (h) The **Consultant** and his/her/its surety shall indemnify and save harmless the **CITY**, its officers, agents and employees, from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the said **Consultant**; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect, or misconduct of said **Consultant**; or because of any claims or amounts recovered from any infringements or patent trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act" or of any other law, ordinance, order or decree.
- (i) **Waiver of Subrogation**
Payment of any claim or suit or any insurance company on behalf of the **CITY** shall not constitute a waiver of subrogation against the **Consultant** or sub-contractors in the event that such claim or suit was caused by or contributed to as a result of the negligent acts of the **Consultant** or any sub-contractors.

10. TERMINATION

The **CITY** may terminate this Agreement for cause by written notice to the **Consultant**. In the event of such termination, **Consultant** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.

The **CITY** shall have the right to terminate this Agreement at any time for its convenience on prior written notice to **Consultant**. If Agreement is terminated by the

CITY for convenience, the CITY shall pay the **Consultant** for all work performed pursuant to this Agreement prior to receipt of such notice.

11. NO ASSIGNMENT

Neither party to the Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the **Consultant** assign any moneys due or to become due to it hereunder, without the previous written consent of the CITY.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

12. NON-WAIVER

Except as expressly provided in this Agreement, the failure or waiver, or successive failures or waivers on the part of either party hereto, in the enforcement of any condition, the covenant, or section shall not render the same invalid, nor impair the right of wither party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breach thereof.

13. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by First Class Mail addressed as follows, or such other address as they may designate in writing from time to time:

To CITY: Planning Director
 City of South Portland
 25 Cottage Road
 P.O. Box 9422
 South Portland, ME 04116-9422
 cc: Finance Director

To Consultant: _____

 Attn: _____

14. COMPLIANCE WITH LAW

In its performance under this Agreement, **Consultant** will comply with all applicable federal, State of Maine, and local laws, including but not limited to all laws prohibiting discrimination in employment on the basis of race, color, religion, national origin, mental or physical handicap, age, gender or sexual orientation.

This Agreement shall be construed under the laws of the State of Maine without regard to conflicts of law principles.

IN WITNESS WHEREOF, the **CITY OF SOUTH PORTLAND** has caused this Agreement to be signed by _____, its City Manager, thereunto duly authorized, and _____ has caused this Agreement to be signed by _____, its _____, thereunto duly authorized, the day and date first above written.

WITNESS:

CITY OF SOUTH PORTLAND

By: _____
Its City Manager

WITNESS:

CONSULTANT - _____

By: _____
Its _____