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.
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.
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:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury and Property Damage</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal Injury and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Per Project Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products and Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Medical Payments</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

(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:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury and Property Damage</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

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 __________________________