

**City of South Portland
Request for Proposals
Willard Beach Master Plan**

Introduction

The City of South Portland, Maine, is seeking proposals for qualified consultants to assist the City Council, the Parks, Recreation and Waterfront Department, the Planning and Development Department, the Willard Beach Master Plan Committee, and City staff in developing a Master Plan for Willard Beach. Small and minority businesses and women's business enterprises are encouraged to respond to this RFP.

Proposal Submission Requirement

Proposals must be received by Monday, July 23, 2021 no later than 2:00 P.M. Proposals must be submitted to:

Colleen Selberg
Purchasing Agent
City of South Portland
25 Cottage Road
South Portland, ME 04106

(207) 767-7608
cselberg@southportland.org

Questions Concerning the RFP

All questions or clarifications regarding this RFP should be submitted to Colleen Selberg. Questions received after July 16, 2021 will not be addressed.

Project Purpose

The purpose of this project is to develop a Willard Beach Master Plan and to have this plan accepted by the South Portland City Council.

Project Goals

The goal of this project is to develop a Master Plan that identifies and provides recommendations to:

- Ensure that Willard Beach meets the year-round needs of residents and visitors for recreational opportunities.
- Assess and recommend improvements to the physical infrastructure.
- Ensure equal access to all users.
- Protect and enhance the beach's sensitive natural resources and wildlife habitat.
- Incorporate hardy, low-maintenance, marine-tolerant landscape materials, preferably indigenous plants, where feasible.
- Develop and incorporate interpretive elements that creatively inform the public about the beach's history and ecosystem.

Background

Willard Beach in Simonton Cove in South Portland, Maine is a small, neighborhood beach extending about 2,000 feet from Spring Point at Fort Preble south to a rocky point known as Wharf Point or Fisherman's Point. The Beach is a sand pocket beach opening into Simonton Cove and is fronted by a low-tide terrace (sandy tidal flat) of varying width. Essentially, the beach is divided into two areas. The narrow beach face is the intertidal sloping portion of the beach. This area can be completely covered by water at high tide. The second section of the beach is the back beach area that runs from the beach face, which consists of some areas of sand but is mostly covered with areas of dune grass.

Willard Beach sits on the edge of Casco Bay, a body of water that provides habitat for 850 species of marine life and 150 kinds of water birds that feed, breed, and raise their young here. Casco Bay supports economically important sea life such as soft-shell clams, quahogs, sandworms, bloodworms, crabs, lobsters, winter flounder, pollock, herring, and shad. Bluefin tuna, striped bass, Atlantic mackerel, and bluefish visit the Bay in summer.

There are multiple physical structures located on Willard Beach, which are maintained by the city of South Portland. These include a bath house with public toilets, "fishing shacks" located on Fisherman's Point, a playground located on the beach, as well as five entrances, some containing stairs, ramps, and fencing. The beach infrastructure also includes a parking lot located a short distance from the main entrance.

Willard Beach has experienced over a century of intense "working waterfront" use for commercial fishing and recreational boating and sunbathing and is one of a few free public beaches south of the city of Portland. The protected pocket beach is an important recreational resource for the city of South Portland that is used year-round due to the proximity of homes, a college campus and its popularity with dog walkers. Willard Beach is a place of great natural beauty, and we are fortunate to have such a public treasure as there are only 70 miles of sandy beach in 4,500 miles of Maine coastline.

Recent changes at Willard Beach due to climate change, increased usage by residents of South Portland, the community-at-large, and tourists, and deterioration of physical infrastructure, make it imperative that we create a master plan that will assist us in managing this vital asset into the future. To that end, on June 18, 2019, the South Portland City Council established the Willard Beach Master Plan Committee with the charge of presenting the South Portland City Council with a draft Master Plan for Willard Beach. The committee has eleven members, including 8 residents, two representatives of the South Portland Parks, Recreation and Waterfront Department, and the City Councilor representing the district where Willard Beach is located.

Project Oversight

The selected firm will work closely with the Willard Beach Master Plan Committee, the Parks, Recreation and Waterfront Department, the Planning and Development Department, the City Council, the City Manager, and City staff in the completion of this project.

Scope of Work

The project scope of work shall include but is not limited to the following:

- Evaluating existing structures on the site and determining their best use. Recommendations should include input on site design, ADA accessibility, educational amenities and operational best practices.
- Assessing the existing conditions and use trends and developing a projected needs assessment. This must include an existing land use and capital facilities/infrastructure assessment.
- Providing preliminary designs, environmental documentation, engineering cost estimates, and any other work products required to provide a complete project.
- Developing strategies to guide the management of Willard Beach, including but not limited to:
 - Overall park governance.
 - Existing policies and procedures.
 - Accessibility.
 - Infrastructure, environmental and ecological sustainability.
 - Potential business development.
 - Natural resource protection.
 - Climate change and vulnerability.
 - Protection and stabilization of key assets.
- Engaging residents through community outreach to establish a vision for the site, including but not limited to facilitating community meetings to gain public input.
- Analyzing public input gathered through community outreach and other methods.
- Leading the public presentation of the final master plan to the City Council.

Schedule

The consultant will develop an implementation schedule based on the expectation of delivering a final product within a period of no longer than 12 months from date of contract signing.

Mandatory Qualifications

The City of South Portland seeks proposals from firms and/or individuals who are (1) experienced in the development of Master Plans for public beaches and/or municipal parks and (2) experienced with group facilitation and the coordination of group deliberations and (3) equipped with the resources necessary to provide the services required.

The response must include:

- Description of firm/consultant (history, size, areas of expertise).
- Description of experience of the principal-in-charge in the master plan development of public beaches and/or municipal parks.
- Resumes of key project personnel, including representative projects of a similar nature with a description of their role in those projects.
- Definition of responsibilities of key team members and the percentage of time each staff member will give to the project.

Notification of Award

The City of South Portland will notify the successful proposer verbally, followed by a written confirmation. Proposers whose proposals are not selected will be notified in writing (either by e-mail or postal mail) as soon as possible after award.

Proposal Content

The proposal should be organized as follows:

1. **Title Page:** include the name of the primary contact of the proposer, with mailing address, e-mail address, telephone and fax numbers.
2. **Qualifications of the Proposer:** provide a summary of experience with and examples of similar contract work.
3. **Team Qualifications:** provide resumes and summaries of experience for specific personnel that will be assigned to the project.
4. **Work Plan:** provide a proposed project work plan, including a detailed timeline for the design and development of the proposed Master Plan.
5. **Budget:** provide a detailed budget outlining the services to be provided and cost to complete the Master Plan.
6. **Project References:** include contact name, address, phone number and email address for at least three (3) references for past similar work.
7. **General Information:** provide any additional information you feel would be useful during the review process.

Selection Process

The selection process will be based on information provided in the proposal and may include an interview. It will be based on the following criteria:

Quality and clarity of the written proposal	35%
Project team experience and demonstrated effectiveness with similar projects	30%
Work plan and timetable for completion	25%
Price	10%

Small and minority businesses and women's business enterprises are encouraged to respond to this RFP.

Deliverables

The consultant will be expected to deliver:

- **Monthly Progress Reports**, to be submitted to the Willard Beach Master Plan Committee by the last Friday of each month. These reports shall provide a detailed narrative description of the work that has been completed and shall include an identification of specific objectives that have been accomplished to date.
- **Summary Reports of Public Meetings**, due one week after each meeting.

- **A comprehensive Master Plan** articulating a clear vision and “road map” for Willard Beach’s future.
 - A summary of existing conditions and inventories.
 - Charts, graphs, maps and other data as needed to support the plan and its presentation to the appropriate audiences.
 - A Financial Plan.
 - An Action Plan.
 - A Resource Management Guide.

Proposal Submittal and Evaluation

Responding firms are responsible for submitting their proposal as described herein. Failure to submit a complete proposal by the submission deadline will disqualify a firm from consideration.

Three copies of the proposal along with an electronic file in PDF format must be received by Colleen Selberg, Purchasing Agent, on or before 2:00 PM, July 23, 2021.

Contract and General Terms and Conditions

The apparent successful consultant will be expected to enter into a contract, which is substantially the same as the contract, and its general terms and conditions, attached as Exhibit A. In no event is a Proposer to submit its own standard contract terms and conditions in response to this RFP. The Consultant may submit exceptions to the City. The City of South Portland will review requested exceptions and determine in its sole judgment whether each exception is material or immaterial. In the event of any conflict between the terms of this RFP and the terms of the Consultant Services Contract Agreement attached as Exhibit “A” the provisions of Exhibit “A” shall control.

The City of South Portland reserves the right to accept or reject any and all proposals or parts thereof and to make further modifications as it deems in the best interest of the City. It also reserves the right to retain all proposals submitted, and to use any ideas from a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance of the conditions contained within this Request for Proposals.

**CONSULTANT SERVICES CONTRACT AGREEMENT
BETWEEN CITY OF SOUTH PORTLAND, MAINE
AND
VENDOR**

AGREEMENT is made this **XX** day of _____, 20XX, 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 **VENDOR**, located at **ADDRESS AND EIN** (hereinafter "**CONSULTANT**"),

WITNESSETH

WHEREAS, the **CITY** has set out in the detail the objectives of its use of a Qualified Consultant and the scope of the services that firm will be asked to provide in the **RFP #02-22 Willard Beach Master Plan** , which is hereby incorporated by reference into this Contract (the "RFP"); and

WHEREAS, the **CONSULTANT** submitted a proposal dated **DATE OF PROPOSAL** 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 the attached **Exhibit A** titled **RFP Willard Beach Master Plan**, a copy of which is attached hereto and by this reference incorporated herein as Exhibit A. Any substantial change or addition to the scope of Basic Services shall be agreed upon in writing by **CITY** and **CONSULTANT** and **CONSULTANT** agree 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**.

2. SCHEDULE

The initial term of this Contract shall be for **a one 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 **___ (#) 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 Firm of its decision not to exercise the option.

3. FEES

CONSULTANT shall submit an itemized monthly statement for services performed under this Agreement, and, if requested, show hours spent, hourly rates and tasks performed. Fees for services billed to the **CITY** at the rate of **\$ an hour** not to exceed **\$ per month**. **CONSULTANT's** invoice shall be paid by **CITY** within thirty (30) days of receipt.

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.

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 **Karl Coughlin, Director of Parks, Recreation and Waterfront**, 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 **CITY**'s written consent, disclose or permit disclosure, by any officer, employee, or agent or subcontractor 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 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 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 in part by any 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 he has obtained all insurance required under this paragraph and such insurance has been reasonably approved by the **CITY**, nor shall the **CONSULTANT** allow any subcontractor to commence work on his subcontract until all similar insurance required of subcontractor has been so obtained and reasonably approved.

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	\$1,000,000
General 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 and lower tier 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**, all sub-contractors and lower tier 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 **CITY's** negligence.

(c) **Workers' Compensation Insurance**

The **CONSULTANT** shall maintain and cause all sub-contractors and lower tier contractor's 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**

If the **CONSULTANT** is an Architect, Engineer or Surveyor, they shall maintain a policy of insurance to pay on their behalf whatever amounts that 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 sixty (60) day notice to the **CITY** of cancellation, non-renewal or material change in coverage or form.
- (g) It is a requirement that the **CITY** be named as an Additional Insured on the General Liability and Automobile Liability policies.
- (h) The **CONSULTANT** and his surety shall indemnify and save harmless the **CITY**, his officers 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 through use of unacceptable materials in construction of 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**, sub-contractors or any lower tier contractor in the event that such claim or suit was caused by or contributed to as a result of the negligent acts of the **CONSULTANT**, any sub-contractors or lower tier 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**.

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 either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breach thereof.

13. NOTICE

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:

CONSULTANT:

CITY: City of South Portland
25 Cottage Road
PO Box 9422
South Portland, ME 04116-9422
Attn:

13. 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 or gender or sexual orientation.

This Agreement shall be construed under the laws of the State of Maine.

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

CITY OF SOUTH PORTLAND, MAINE

BY: _____ BY: _____
Witness

CONSULTANT

BY: _____ BY: _____
Witness