



BATH
MAINE *City of Ships*

Request For Proposals (RFP)

Owner's Representative

City of Bath

City Manager's Office

C/O - Owner's Representative - New Fire Station

55 Front Street Bath, ME 04530

Date of Issuance: December 14, 2023

Proposal Due Date: January 18, 2023



1.1 Introduction & Project Description.

The City of Bath is issuing this Request for Proposals for an Owner's Representative to assist the City in design of and oversee construction of a new fire station to be built on High Street, Bath Maine at the site of the former Morse High School (826 High Street) (the "Project").

The Project has been in development since 2020, including existing conditions and spatial needs assessment, analysis of fire station on existing residential program, concept drawings and probable cost estimates. For more information on the project development, visit www.cityofbath.com/firestation.

As described in detail below, the Owner's Representative shall be responsible for overall project oversight and management, including all services associated with the development of a first-class, publicly constructed building in Bath, Maine.

1.2 Project Manager/Owner's Representative's Scope

1.2.1 Owner's Representative shall assist the City to verify the Project is completed in accordance with all federal, state, local laws and regulations including but not limited to applicable codes, regulations and grant/funding requirements. The Owner's Representative's duties shall include, but not be limited to, providing professional project management processes aligned to industry standard practice using subject matter expertise to provide advice and consultation with respect to design, engineering, project scope, schedule, budget, and cost estimating.

1.2.2 Owner's Representative shall advise the City on a Project Delivery method and procurement process for the Project and shall assist the City and manage and participate in selection and procurement of a designer and construction contractor (including preparing bid packages, holding pre-bid meetings, responding to RFIs, etc.) and negotiation of contracts with such entities. Solicit the interest of qualified designers, contractors and vendors with fire station and public safety building experience, and encourage participation in the competitive bidding of the Project.

1.2.3 Owner's Representative shall prepare a master Project Schedule including all necessary and recommended design and construction activities. Owner's Representative shall monitor the Project schedule on behalf of the City.

1.2.3.1 Design completion and acceptance expected by October 1, 2024. Construction is anticipated to start in the fall of 2024 with an estimated completion date of June of 2026.

1.2.4 Owner's Representative shall assist the City in the performance of its obligations and enforcement of its rights during the design and construction of the Project, including but not limited to under the contracts with the designer and the construction contractor (collectively, the "Project Contracts").



1.2.5 Owner's Representative shall assist the City in finalizing the program and budget for the Project and manage the design process for the City. The Project space needs analysis has been projected between 22,000 and 23,000 sq ft. and the total Project budget is set at \$16,500,000.00.

1.2.5.1 Owner's Representative shall work with the City to perform constructability reviews, participate in value engineering work sessions and review the development of contract documents at the 30%, 60% and 90% design submittal stages. Prepare construction cost estimates at the 30%, 60% and 90% design submittal stages.

1.2.5.2 Owner's Representative shall evaluate, review, and provide comments on the design/engineering drawings and specifications and evaluate the design/engineering documents to ensure that the design meets the Project requirements, applicable design and construction standards, City's needs and priorities, and can be constructed within City's budget. Owner's Representative shall notify City of any observed errors, omissions, or inconsistencies. Owner's Representative shall identify and recommend opportunities for value engineering. Owner's Representative shall recommend any required or recommended changes to the City.

1.2.6 Owner's Representative shall report to the City Manager and shall prepare Executive Briefings, at least monthly or at other appropriate intervals, which shall summarize the following:

- Key Project activities, events and progress;
- Conformance/nonconformance to the most current Project schedule;
- Monthly total project financial summary;
- Pending/proposed scope changes and status, including all change orders and change directives;
- Quality assurance summary and status;
- Current or potential issues or problems;
- Existing and potential claims by the designer, contractor or related to the Project;
- Recommendations for City actions; and
- Construction progress photos (once construction commences), generally and as specifically related to the above, including photos of critical or material issues, nonconforming or defective work and evidence of delay.

1.2.7 Owner's Representative shall develop and provide an overall financial reporting system for City's use that will track Project-related expenses and cost information, including but not limited to original budget, original contract amount, change orders, potential and proposed change orders, change directives, claims, payment applications, etc. Owner's Representative shall evaluate, review, and provide comments on the the design/engineering drawings and specifications and evaluate the design/engineering documents to ensure that the design meets the Project requirements, applicable design and construction standards, City's needs and priorities, and can be constructed within City's budget. Owner's Representative shall notify City of any observed errors, omissions, or inconsistencies. Owner's Representative shall identify and recommend opportunities for value engineering. Owner's Representative shall recommend any required or recommended changes to the City.



1.2.8 Owner's Representative shall coordinate with Project stakeholders and assist the City with public presentations/meetings, and shall attend such presentations/meetings as requested by the City.

1.2.9 Owner's Representative shall facilitate the flow of information between the City and Project participants, including but not limited to submittal reviews by the City, and shall track deliverables and decisions requested or to be made by the City. Owner's Representative shall manage a document management system for relevant Project documents including but not limited to submittals, RFIs, meeting minutes, shop drawings and shall provide unlimited access to Owner and access as appropriate to other Project participants. Upon final completion of the Project, Owner's Representative shall provide an organized and coordinated copy of the contents of the document management system (in native format if requested) to the Owner.

1.2.10 Owner's Representative shall on behalf of the City assist designer, consultants, and construction contractor, with the Project permitting process and coordination with governmental authorities having jurisdiction over the Project (AHJs).

1.2.11 To the extent applicable, Owner's Representative shall coordinate City's other consultant's related to the Project and on equipment and materials procurement, delivery and installation with City's staff assigned to the Project and vendors.

1.2.12 Owner's Representative shall as representative of the City coordinate, facilitate and conduct bi-weekly construction meetings with the designer, the construction contractor and other Project participants, as appropriate. Owner's Representative shall prepare and provide minutes of all such meetings to the City and all participants.

1.2.13 Owner's Representative shall review the construction contractor's construction schedule(s) and recommend any required or appropriate changes to City. Owner's Representative shall monitor construction progress and the construction contractor's construction schedule and shall document any discrepancies and delays and make recommendations to City, including but not limited to contingency strategies for averting further delay and, in consultation with the City, administer such strategies as required.

1.2.13.1 If a situation arises during construction, which in Owner's Representative's view requires that work be rejected, Owner's Representative shall report such situation immediately to City and make recommendation to City regarding further actions.

1.2.14 Owner's Representative shall review, on behalf of City, all applications for payment and the construction contractor's proposals for possible changes to the work and shall make appropriate recommendations to City.

1.2.15 Owner's Representative shall coordinate and observe systems commissioning and testing work on behalf of City and in coordination with AHJs to procure necessary approvals for the Project.



1.2.16 Owner's Representative shall assist the designer in Project inspection(s) for substantial completion(s), punch list follow-up/reviews, and final completion. Owner's Representative shall prepare, in conjunction with the designer and the construction contractor, a monetized punch list for City to review and advise City on issuance of a substantial completion certificate and issuance of the punch list. Owner's Representative shall verify completion of the punch list and all Project requirements prior to City's final inspection and recommendation as to issuance of a final certificate of completion.

1.2.17 Owner's Representative shall assist City, as requested, with warranty follow-up issues or claims arising after substantial completion for a period of one year from the date of substantial completion of the Project.

1.3 Qualifications

1.3.1 To be eligible to submit a proposal, the Owner's Representative must have the following:

- At least 5 years of construction project management and related experience;
- Working knowledge of architectural/engineering design, general construction and project management, demonstrated skills in technical writing, communications, contract administration, report preparation and budget development are required as is use of office and specialized computer applications.
- Strong background in preconstruction process, planning, and design phase management and experience managing multiple projects simultaneously.
- Construction experience to assess the design and cost of the expansion, along with the experience to assess the work and cost to complete the Project.

1.3.2 The following qualifications are preferred:

- PMP, LEED, EDAC certifications preferred;
- Experience with municipal and/or other public works projects, including fire stations.
- Proven ability to solve problems creatively.
- Experience seeing projects through the full life cycle.
- Excellent analytical skills.
- Strong interpersonal skills and extremely resourceful.
- Strong verbal, written, computer, technical communication, and presentation skills.
- Proven ability to complete projects according to outlined scope, budget, and timeline.
- Demonstrated ability to effectively manage multiple priorities and foster positive business relationships.
- Experience developing and overseeing community engagement processes.

1.3.3 The Owner's Representative shall not be eligible to submit a proposal for or otherwise provide design or construction services for the Project.

2.1 General

2.1.1 The City 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.

2.1.2 All information in the proposal should be organized and presented in a clear and concise format.

2.1.3 Accuracy and completeness are essential. The successful response will be incorporated into a contract as an exhibit.

2.1.4 It should be noted that the City 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.

2.1.5 All rates and prices set forth in a proposal shall remain firm and irrevocable for at least ninety (90) calendar days following the deadline for the submission of proposals.

2.1.6 This RFP and process shall in no way bind or prevent the City from performing, requesting quotes or proposals, binding or contracting any services separately.

2.2 Submission Instructions

2.2.1 Sealed proposals will be accepted until **January 18, 2024**. The proposal packet shall be placed in a sealed envelope. On the envelope shall be plainly written the date of the opening, the title of the project and the name of the firm proposing. Respondents shall submit one (1) unbound original and five (5) bound copies of the proposal.

2.2.2 Bidders must submit a cost proposal in accordance with the requirements of this RFP. The proposed cost must be written out in words and figures. In case of conflict, the written word cost will prevail. In case the figures do not match, the figures resulting in the lower price shall be deemed the price intended and applicable.

2.2.3 Submissions should include the following:

- Cover page, with Owner's Representative name and contact information;
 - Executed Proposal Acknowledgement Page accepting the City's Standard Terms and Conditions as stated in this RFP. (Template provided as Section 4 of this RFP.)
 - Owner's Representative experience with implementing similar projects.
 - Profile of Company - Include the size of the firm, type of firm, firm background, and location from which work on this project will be performed. Please provide a list of all projects within the last five years where of the firm was Project Manager or Owner's Representative.
 - Profile of individuals to provide services, identifying a project manager and key members. This may be presented in the form of very brief personal resumes. The profile should clearly convey previous relevant experience, especially related to Fire and EMS buildings, and provide clear reference to the required qualifications listed.
 - Statement or documentation of how and/or team meet the Qualifications set forth in Section 1.3 above.
 - Proposed approach: Provide details regarding your in-house preconstruction and construction
-

RFP - Owner's Representative

phase services and the approach your firm would use to achieve the City's objective. Include examples of preconstruction and construction phase work practices.

- Hourly rates of team members.
- Cost proposal: Complete the cost proposal and the cost proposal breakdown forms (Exhibits A and B) and provide a total fee for the above referenced services. Consultant should break apart preconstruction services from construction services. The total shall include all direct and indirect costs, including travel expenses.
- List three relevant references and contact information, including phone and email, for clients for which you have provided Project Management or Owner's Representative Services within the last five years (Exhibit C).

2.2.4 Proposal may be amended and/or withdrawn prior to proposal opening time. Proposals may not be withdrawn for a period of 60 days after the submission deadline. Proposals are prepared and submitted at the sole cost and expense of the respondent and shall become property of the City. Proposal documents will not be returned.

2.3 Questions and RFP Addenda

Please send all questions regarding this RFP via e-mail to **Fire Chief Lawrence "Buddy" Renaud** at **irenaud@cityofbath.com** so that they can be addressed in writing prior to the deadline for proposals. Answers and other changes to the RFP by the City will be addressed via an addendum posted on the City's RFPs and bids webpage, www.cityofbathmaine.gov/rfpsandbids. It is the responsibility of the bidders to monitor the City's website for any updates or addenda regarding this RFP. It is the responsibility of bidders 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	Thursday, December 14, 2023
Deadline for Submitting Questions	Thursday, January 11, 2024
Deadline for Submitting Proposals	Thursday, January 18, 2024
Anticipated Award	Wednesday, February 7, 2024

3.1 Evaluation and Award Process

3.1.1 The City's Selection 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 City of the date, time and place for their interviews and any other pertinent information. Project manager and key staff must be present at interview, which may be conducted remotely. Within a reasonable period of time after the receipt of proposals or the last interview, if any, the Committee shall recommend a candidate to the City Manager based on the proposal and performance at the interview. Ultimately,



the City Manager shall determine which entity to recommend to the City Council for approval and contract execution,

3.1.2 Proposals will be evaluated based on a 100 Point Scale on the criteria outlined below:

- Quality and completeness of the proposal (5 Points)
- Evidence of Owner's Representative's understanding of the project and requirements (20 Points)
- Approach (20 Points)
- Demonstrated qualifications and experience of the contractor(s) and its employees; (20 Points)
- Total Projected Cost (20 Points)
- References (15 Points)

The City may, in its sole discretion, also consider additional factors or modify the criteria set forth above.

3.1.3 The City Council, and not the Committee and City Manager, has sole and final discretion to determine which Owner's Representative to engage and award the contract.

3.1.4 The City reserves the right to accept or reject any proposal, or to negotiate with respondents on the scope of the project, fees, timelines, and all other components of the project, when it is in the best interest of the City, whether the proposal was deemed to be in the lowest cost.

3.2 Period of Performance

Performance will begin immediately following execution of a contract and shall continue until the termination of the construction warranty period provided by the construction contractor.

3.3 Contract Implementation

Upon award notification of award and prior to final contract approval by the City, the successful Owner's Representative shall submit to City proof of insurance as described in Section 5 of this RFP. The City and the selected bidder will then negotiate an AIA A132-2019 which bidder agrees shall incorporate (.1) Owner's Representative Scope, set forth in Section 1.2, (.2) the Terms and Conditions set forth in Section 5 of this RFP without modification and which shall take precedence over the terms of the A132, and (.3) the Owner's Representative's Proposal.



SECTION 4: PROPOSAL ACKNOWLEDGEMENT PAGE

City of Bath

Request for Proposals

For

Owner's Representative for New Fire Station

The undersigned, upon acceptance by the City, agrees to furnish services in accordance with the terms and conditions of the City of Bath Request for Proposals for Owner's Representative December 14, 2023, 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 City.

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 City from obtaining a competitive price.

The undersigned recognizes the right of the City 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, Owner's Representative shall provide and maintain liability and other insurance reasonably satisfactory to the City, and in any event, Owner's Representative 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 \$2,000,000 and auto liability coverage per occurrence of not less than \$1,000,000 and an annual aggregate limit of \$1,000,000. Owner's Representative shall name the City 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. Owner's Representative shall obtain coverage, by an endorsement or otherwise, to its general liability insurance policy to cover Owner's Representative's defense and indemnification obligations under the Contract. Such policies shall provide that no less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent directly to the City.

5.1.2 During the term of this Contract, Owner's Representative 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, Owner's Representative shall maintain employer liability coverage with a limit of not less than \$500,000 per occurrence. Owner's Representative waives all rights against the City, 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, Owner's Representative shall maintain Professional Liability (Errors and Omissions) Insurance appropriate to the Owner's Representative's profession, with limit no less than \$1,000,000 per occurrence.

5.1.5 During the term of this Contract, Owner's Representative shall ensure that all its subcontractors and suppliers at the Project site provide and maintain liability and other insurance as set forth in Sections 5.1.1 through 5.1.4.

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

5.2 Indemnification

To the fullest extent permitted by law, Owner's Representative shall defend, indemnify and hold harmless the City, and the City'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 City'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 Owner's Representative 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 Owner's Representative, 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 City 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 The City may terminate this Contract for cause if Owner's Representative:

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

When any of the above reasons exist, the City, may without prejudice to any other rights or remedies and after giving Owner's Representative seven (7) calendar days' written notice, terminate Owner's Representative, and finish the services by whatever reasonable method the City may deem expedient. When the City terminates the Contract for one of the reasons stated in this Section, Owner's



Representative shall not be entitled to receive further payment until the services is finished and such payment shall be offset by City's damages, if any.

5.5.2 The City may, at any time, terminate the Contract for convenience and without cause. In such case, Owner's Representative shall only be entitled to receive payment for services executed and all costs and expenses directly related to the termination and Owner's Representative 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 Owner's Representative or prepared in connection with the services and work under this Agreement shall be and remain the property of the City. All project-specific information upon termination of this Agreement shall be provided to the City and shall remain the City's property.

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

5.6 Warranty.

In performing services, Owner's Representative 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 City 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. Owner's Representative shall carry out such orders promptly at no additional cost to the City and with no adjustment to the Completion Date.

5.7.2 The City has the right, upon written notice to Owner's Representative, 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 City and Owner's Representative cannot agree to a change or adjustment in the Contract, then Owner's Representative 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 City, 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.



Exhibit A
Cost Proposal Forms

I/we, the undersigned, hereby propose to provide Owner's Representative Services described in the RFP and are hereby submitting the following Cost Proposal for consideration:

Pre-Construction Services (Not-to-Exceed): \$ _____

Construction Services (Not-to-Exceed): \$ _____

Total Cost (Not-to-Exceed): \$ _____

Amount in Written Figures: _____

Prospective Owner's Representative will include line-item costs for Pre-Construction and Construction Services (**Addendum #1**). Prospective Owner's Representative may, at their discretion, suggest additional services not explicitly requested by this RFP. The proposals should include line-item costs for any additional services. Please note that additional services may or may not be awarded by the Owner and that costs for additional services are excluded from the base proposal.

SIGNATURE: _____ **Date:** _____

Print Name: _____

Firm Name: _____

Address: _____

Phone: _____

Email: _____



Deleted Addendum # 1 (January 10, 2024)

**Exhibit B
Cost Proposal Breakdown**

Project Assumptions:

\$16,538,376 (probable cost estimate July 25, 2022)

22,226 sq. foot

Design and construction planned for June 2024-July 2026

Construction Management Cost Breakdown

Pre-Construction Phase	Quantity	Hours/Week	Rate	Sub-Total	Total
Project Executive					
Project Manager					
Project Superintendent					
Project Administrative					
Project Estimator					
Other					
Total Pre-Construction					
Construction Phase	Quantity	Hours/Week	Rate	Sub-Total	Total
Project Executive					
Project Manager					
Project Superintendent					
Safety manager					
Project Administrative					
Other					
Total Construction Phase					
Other Costs	Quantity	Hours/Week	Rate	Sub-Total	Total
Insurance and Bond Cost					
CM Fee					
Site Office Expenses					
Travel Expenses					
Other					
Total Other Costs					
TOTAL COSTS					



Exhibit C

Proposal Reference Form

Prospective Firm Name: _____

Contact Person: _____

Address: _____

City, State, and Zip Code: _____

Telephone: _____

Reference #1

Owner or Company Name: _____

Contact Person: _____

Type of Service(s) Provided: _____

Calendar Year(s) of Service(s) Provided: _____

City, State, and Zip Code: _____

Telephone: _____

Reference #2

Owner or Company Name: _____

Contact Person: _____

Type of Service(s) Provided: _____

Calendar Year(s) of Service(s) Provided: _____

City, State, and Zip Code: _____

Telephone: _____

Reference #3

Owner or Company Name: _____

Contact Person: _____

Type of Service(s) Provided: _____

Calendar Year(s) of Service(s) Provided: _____

City, State, and Zip Code: _____

Telephone: _____

