

**Request for Proposals**  
Design & Construction Services  
School Street Stormwater Pond Valve Replacement Project

Town of Freeport, Maine  
June 27, 2024

## INTRODUCTION

The Town of Freeport, Maine (hereinafter, the "Owner") will receive sealed price quote proposals for replacing the 6" gate drain valve in an existing control structure for the existing stormwater management pond on School Street in Freeport, Maine. The proposal may be submitted in an envelope plainly marked "Proposal for School Street Pond Valve Replacement" on the outside of the mailing envelope, or by email as noted. Quotes will be accepted until 2:00 pm local time on Thursday, July 25, 2024.

## PROJECT BACKGROUND/PURPOSE

The existing valve is a 6" cast iron gate valve that will no longer open, installed in a 6 foot diameter concrete control structure within the embankment for the storm water management pond. This design-build project seeks to replace the existing valve with a non-corrosive valve and a new extension operator mechanism so the valve can be operated from the cover when opened. The Town's expectations and design guidance are included in Appendix A.

Work may require dewatering of the pond and will definitely require confined space entry. The selected Contractor shall be fully qualified and experienced in this type of work, with appropriate OSHA certifications.

The Town of Freeport as the Owner reserves the right to reject any or all Proposals, to waive technicalities, or to advertise for new proposals, if the best interests of the Owner will be promoted.

## PROPOSAL SUBMISSION REQUIREMENTS

The Proposer must deliver **an original and one (1) copy** of its Price quote by either U.S. mail or courier delivered to the Proposal Contract Representative, or a single pdf document by email, to:

Albert Presgraves, Engineer  
Town Hall  
30 Main Street  
Freeport, Maine 04032  
[apresgraves@freeportmaine.com](mailto:apresgraves@freeportmaine.com)

Each Proposal shall include both a cost quote and a technical narrative. Proposers may include attachments, such as plans/sketches, if desired.

Proposal Options - The following Base Proposal and Alternate(s) may be included, at proposer's option, in the Price Quote Proposals:

(1) Basic Proposal - Lump sum price for the project shall include all Work required to design and install the replacement valve as described in this RFP.

(2) Proposal Alternate - At the Proposer's option, an Alternate valve product may be proposed as allowed by the Owner's Project Description (Appendix A) to be described and proposed with adequate detail and submitted with a lump sum price.

The required Technical Narrative should demonstrate the Proposer's understanding of the Project and its approach to address technical requirements and the Town's intent for the project. The Technical Narrative will consider and address issues relative to the Proposer's proposed valve product and installation, anticipated impacts (property and environmental,) and other design features. The Technical Narrative must contain the following minimum information.

- A. Complete description of the proposed Preliminary Design, with drawings/sketches suggested.
- B. Approach and services to be provided for the final design.
- C. Construction approach and schedule.
- D. Project team and company experience and qualifications, both construction and design.
- E. Additional information as appropriate.
- F. Identify any proposed items or options that would change the Town's expectation for the project, such as a method to build the project quicker, for less cost, or of higher quality.

#### INFORMATION SUPPLIED TO THE PROPOSER

Acknowledgement by the Proposer - The Proposer acknowledges that it has full responsibility for the Design and that Proposer will furnish the Final Design. The Proposer acknowledges that it has diligently reviewed and verified the Owner-Supplied Information for errors, omissions, inconsistencies or other defects and has incorporated into the Price Quote all costs associated with correction of any such errors, omissions, inconsistencies and/or other defects. The Proposer specifically acknowledges and agrees that:

- A. The Owner-supplied information is preliminary and conceptual in nature;
- B. The Proposer is responsible for correcting any errors, omissions and defects in the Owner-Supplied Information through the design and/or construction process;
- C. The Owner shall have no liability for errors, omissions, and defects in the Owner-Supplied Information.
- D. The Proposer has independently determined that the Owner-Supplied Information presents a feasible concept for the Project that can and shall be used as the basis for the completion of the Project, and agrees that it shall have no right to seek additional compensation or a time extension, except as specifically permitted in the Contract; and
- E. The Proposer acknowledges and agrees that the Owner shall not be responsible or liable in any respect for any loss, damage, injury, liability, cost, expense or cause of action whatsoever suffered by Proposer, its employees, agents, officers or subcontractors or any other persons for whom the Proposer may be legally or contractually responsible, by reason of any use of any information contained in the Owner-Supplied Information or any action or forbearance in reliance thereon, except as may be provided in the Contract.
- F. The Proposer further acknowledges and agrees that: (1) if and to the extent Proposer or anyone on Proposer's behalf uses any of said information in any way, such use is made on the basis that Proposer, not the Owner, has approved of such use and information and is responsible for said information; and (2) Proposer is capable of conducting and is obligated hereunder to conduct any and all studies, analyses and investigations as it deems advisable to verify or supplement said information, and that any use of said information is entirely at Proposer's own risk.

## PROJECT REQUIREMENTS

Mobilization Date – The selected Contractor shall submit the proposed mobilization date to Owner for approval at least 14 days before proposed starting date. All equipment and personnel mobilization, materials staging, etc. shall be performed after this date unless otherwise agreed to by Owner. The construction duration shall be about two weeks, as defined and qualified further below.

The Work will be substantially completed on or before October 1, 2024, and be completed and ready for final payment on or before November 1, 2024.

### Indemnification, Bonding & Insurance

**Indemnification.** The Contractor shall indemnify, defend, and hold harmless the Owner and its officers, directors, employees, agents and consultants from and against all claims, actions, torts, costs, losses, and damages for bodily injury (including sickness, disease, or death) and property damage arising out of or relating to this Contract or the performance of Work by the Contractor and its Subcontractors, subconsultants, Engineers, suppliers, any individuals or entities directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, excepting only claims directly and solely caused by the negligence of the Owner. (Damages covered include all Dispute resolution costs including court costs, attorney's fees, and the fees of Engineers and consultants, arbitrators, and other professionals related to Dispute defense and preparation).

This indemnity obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor, subconsultant, Engineer, supplier, or other individual or entity under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

**Bonding.** Performance and Payment Bonds are not required for this Contract.

**Insurance.** The Contractor shall provide signed, valid, and enforceable certificate(s) of insurance for this project. All insurance must be procured from insurance companies licensed or approved to do business in the State of Maine by the State of Maine, Department of Business Regulation, Bureau of Insurance. The Contractor shall pay all premiums and take all other actions necessary to keep required insurance(s) in effect for the Contract obligations. Each policy shall name the Owner as additional insured.

**Commercial General Liability.** With respect to all operations performed by the Contractor and any Subcontractors, the Contractor and any Subcontractors shall carry commercial general liability insurance in an amount not less than \$500,000 per occurrence and an umbrella policy in an amount not less than \$1,000,000 per occurrence. The coverage must include products, completed operations, and Contractual liability coverage. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Owner as provided in this Contract. The Owner shall be named as an additional insured and receive 30-day written notification in advance of policy cancelation.

### Payment Procedures

The Contractor shall submit Applications for Payment for work completed and approved in accordance with the Schedule of Values approved by the Owner. The Owner shall withhold 10% of the contract price until the Contractor has satisfactorily completed all Work and has delivered all releases, lien waivers for all labor, services, material and equipment for which a lien could be filed, marked up record

documents, and other documents. The Owner will make payments within 30 days of receiving approved invoices.

#### Quality Control during Construction

The Contractor is responsible for all aspects of the quality of construction, including labor, equipment, materials, incidentals, processes and construction methods. In addition:

A. All work under this Contract shall be subject to inspection and observation by representatives of the Owner and the Engineer.

B. If any quality control testing, inspection or observation results in any indication that any material or portion of the work does not meet Contract requirements, the Contractor shall, at his sole expense, undertake remedial work and/or repeat testing to the satisfaction of the Engineer, and the approval of the Owner.

#### PROJECT DESIGN

The Contractor shall furnish a complete design for the Project that meets all requirements of the Contract documents. After approval by the Owner, the Project shall be constructed as designed and in accordance with all requirements set forth in the Contract documents and this RFP. The Technical Narrative submitted by the selected Contractor shall serve as the preliminary design.

The Contractor shall prepare design documents in electronic format and in accordance with this RFP. Design Documents shall include preparation and furnishing of valve specifications, plans, special provisions, quantities, reports and other documents as required for the Work. Design Documents shall be prepared in US Customary units and shall use conventions used by the utility construction industry. All electronic drawing files shall be in a format that is readable by Adobe Acrobat software. All work and all documents prepared hereunder shall be completed in a prudent, timely and workmanlike manner consistent with the standard of care and expertise employed by engineers and utility contractors customarily operating in New England.

#### CONTRACT FORM

If the Owner accepts a proposal, the Proposer shall execute and deliver a contract in a form acceptable to the Owner, agreeing to all provisions of the referenced RFP, and agrees that the Owner shall be paid liquidated damages in the amount of \$100.00 per day for each day the parking lot or trail is closed beyond the period specified in the RFP.

## **Appendix A – Owner’s Anticipated Project Description**

### **School Street Stormwater Pond Valve Replacement Project**

#### **Permitting and Design**

The project needs to be designed and built to comply with the applicable environmental permitting requirements. This project is expected to be performed without impacting the outlet stream or other natural resources. All work shall be performed in compliance with all applicable permits and requirements, which are the responsibility of the Contractor. Note that dewatering of the pond may require filtering of the discharge through a filter sack or into a temporary sedimentation basin.

#### **Project Location and Existing Conditions**

The existing stormwater management pond is located in the Town-owned Leon Gorman Park. An attached construction plan from the 2010 Bow Street Market project shows the location of the existing pond, outlet culvert, parking lot, the 6' diameter concrete control structure (where the valve is located,) and adjacent features. Potential bidders must visit the site to determine existing access limitations and site conditions. Also attached is a figure titled Outlet Structure Detail showing modifications built in 2010 and the original design for the structure.

#### **Maintenance and Closure of the existing trail and parking lot**

Access is available from the Gorman Park parking lot. The Contractor shall not use or close more than six (6) of the existing parking spaces, for a duration not to exceed two (2) weeks. If the parking spaces remain closed for longer, liquidated damages of \$100 per day will be assessed.

The Town is limiting the potential period of the trail closure to two weeks during the construction period. If the trail is closed or not, the Contractor shall provide temporary signs and barricades to give notice of the trail closure/ construction, to prevent access to the work area, and to protect pedestrians; provide these from both directions of trail access. If the trail remains closed for longer than two weeks, liquidated damages of \$100 per day will be assessed.

#### **Scope of Work**

The Work shall include the removal and disposal of the existing valve, stem extension operator, and related components. Clearing for access shall be as limited as possible, with any damage to existing landscaping and structures to be repaired prior to project completion. The waste materials shall be disposed at the Contractor's expense.

The overall concept design is to replace the existing valve with a non-corrosive unit, with the Basic Proposal to provide a Series 82 Ball Valve 150# rating, with 316 Stainless Steel body, ball and stem; synthetic seals and seat, full port, by Chicago Valves & Controls. The valve stem shall be connected to an operator extension and supporting mounts to reach within 12 inches of the existing control structure cover. All necessary fasteners, flange adapters, gaskets, and related components shall be included to provide a complete functioning system.