



Sebago Lake Living Shoreline Project Phase II – Consulting Geomorphologist

Request for Qualifications

July 2024

The Portland Water District (PWD) is inviting responses from qualified consultants interested in providing services to design and oversee phase two of a living shoreline installation as part of the *Phase V Sebago Lake Watershed Protection Project*. The project will use 319 grant funding issued by the State of Maine Department of Environmental Protection.

A. PURPOSE AND SCOPE OF WORK

The purpose of this project is to reduce the pollutant load to Sebago Lake by addressing shoreline erosion and promoting aggradation at Sebago Lake State Park's Songo Beach in Casco. The shoreline along this swimming beach has been actively eroding for several decades. In this phase, a second section of nature-based solutions to shoreline erosion will be installed along approximately 235' of beach west of, and directly adjacent to, the area addressed in the first phase of work in 2022. This project will:

1. Stabilize a second section of the existing eroding shoreline using nature-based solutions
2. Promote aggradation to rebuild the shoreline using geomorphologic techniques.
3. Serve as a continuation of a pilot project for aggradation work and a demonstration project for implementing nature-based solution on lakes in Maine.

The total budget for this project, including engineering, construction, and all other costs, is \$165,740. All woody materials that may be needed for construction of the design will be sourced from nearby Sebago Lake State Park land. SLSP staff will, after specification are provided by consultant, identify and GPS trees to be used and harvested. All 319 grant reporting and permitting work will be completed by Portland Water District staff.

The scope of work includes:

- Assess performance of existing living shoreline structures. Identify design successes and failures.
- Perform assessment of site conditions and design a second phase of living shorelines installation for stabilization and aggradation of the swimming beach area. For purposes of cost sharing and to meet requirements of the grant process, construction plans and associated oversight shall be designed such that that work is split into 2-4 construction phases.

- Design or recommend maintenance practices to preserve sections of the beach not included in the aggradation design.
- Project manage implementation of the project.
 1. Provide construction oversight and work with the Sebago Lake State Park staff to ensure proper installation of design
 2. Track progress of the project and report back to PWD and State Park staff
 3. Supplement the existing monitoring plan for the site and document a monitoring procedure for the entire site using existing and proposed methodologies.
- Provide PWD with needed information to complete a post-project summary report.

B. TENTATIVE SCHEDULE

Submission Deadline	4:00 pm, July 26, 2024
Contract Award	August 16th, 2024
Project finish	December 31, 2025

C. ATTACHMENTS TO THIS AGREEMENT

Attachment 1. Sample Agreement (executed upon award)

Attachment 2. Insurance Requirements

Attachment 3. Phase I Information and photos

D. FORMAT AND REQUIREMENT OF RESPONSES

- All responses must include proof of insurance as outlined in Section J.
- All responses must include the name, address, telephone number(s) and email contact information of the authorized person in connection with the response along with information on others who are authorized to represent the individual, group, organization or entity in connection with the response.
- All responses must be accompanied by the following:
 - a. A statement of experience working with State and EPA Regulations and 319 Project Procedures.
 - b. Identification of the proposed Project Manager and key project team members and responsibilities.
 - c. Provision of a brief resume for each person outlining their credentials and experience.
 - d. Provision of the name and contact information for at least three (3) references familiar with the quality of work by your firm.
 - e. Provision of your general understanding of project and issues regarding the identified project.
 - f. Identification of any potential challenges or special concerns that may be encountered.
 - g. Any other information you feel to be relevant to the selection of your firm or the makeup of the project team including subconsultants.

E. CONSIDERATION OF RESPONSES

D. CONSIDERATION OF RESPONSES

Request for responses will be evaluated based on the following criteria:

1. *Qualifications of Firm and Project Team (50%):* Preference shall be given to those firms with experience designing and managing living shoreline projects, especially those related to freshwater lake and river ecosystems.
2. *Approach, Technical Quality, and Project Management (30%):* Preference shall be given to proposals that demonstrate an understanding of the techniques utilized in the phase I project and to those proposals that demonstrate high capability for project management, oversight, and attention to detail.
3. *Experience in Working with State and EPA Regulations and Permitting (20%):* Preference shall be given to project teams whose personnel have a demonstrated working relationship with the State and EPA, and possess a thorough understanding of the rules and regulations regarding shoreline stabilization projects.

F. SELECTION OF THE CONSULTANT

It is the intent of the PWD to appoint a committee to review the proposals submitted and rank the qualified firms. All unsuccessful firms will be notified in writing no later than 10 days after selection of the Consultant. PWD reserves the right to reject any and all submissions to this RFQ, request clarification, or waive informalities/technicalities, if it is deemed in the best interest of the project. PWD assumes no responsibility for costs incurred in responding to the RFQ.

G. SUBMISSION OF PROPOSAL AND CONTACT PERSON

Submissions must be received electronically by the Portland Water District by 4:00pm, Friday, July 26, 2024 with the subject line: "**RFQ Consulting Geomorphologist for Sebago Lake Living Shoreline Project.**" Please send responses to:

Chad Thompson, Source Protection Coordinator
Portland Water District
cthompson@pwd.org

Questions regarding the bid process should be directed to Chad Thompson by email or by phone at (207) 774-5961 ext. 3323.

H. CONDITIONS OF AWARD

Funding for this component of the project will be provided in whole or in part through a 319 Grant administered by the Maine Department of Environmental Protection (DEP). It is the intent of PWD to award the project to the most qualified and responsive firm, provided that the proposal has been submitted in accordance with the requirements of this RFQ. The committee shall be the sole judge of the firm's qualifications and whether the proposal is in the best interest of PWD.

Up to the time of the signature of the contract, PWD shall have the right in its sole discretion to reject any and all of the submissions for the work and to waive any defects, time limits or

deficiencies in any bid, and to terminate consideration with or without cause if deemed in the best interest of PWD to do so.

I. AMENDMENTS TO THE RFQ

PWD may revise this RFQ by using written addenda. Addenda will be posted on the PWD's website and emailed to all known bidders. PWD may also request additional information if deemed necessary. Failure to provide such information may result in a submission being considered incomplete. PWD reserves the right to be the sole judge of all such criterion.

J. INSURANCE CERTIFICATES

The contractor must be able to provide evidence of insurance coverage; The contractor will maintain insurance at least as hereinafter set forth so as to protect it and PWD from any and all claims for personal injury and property damage, and for claims under the Workmen's Compensation Acts, including death arising out of operation of this agreement, for the entire pendency of this project; All insurance must be issued by an insurer licenses, authorized and maintaining an office to do business in Maine.

**AGREEMENT BETWEEN
PORTLAND WATER DISTRICT
AND
(CONSULTANT)**

THIS AGREEMENT is made this ____ day of _____, 2023 by and between the **PORTLAND WATER DISTRICT**, a quasi-municipal corporation, with a mailing address of 225 Douglass Street, P.O. Box 3553, Portland, Maine 04104-3553 (hereinafter "**PWD**"), and _____, a _____ corporation, located at _____ (hereinafter "**CONSULTANT**").

W I T N E S S E T H:

WHEREAS, PWD is in need of _____ services; and

WHEREAS, the CONSULTANT did under date of _____, 20__ submit a Proposal for such work; and

WHEREAS, after due consideration of the Proposal, the PWD does accept the Proposal of the **CONSULTANT**;

NOW THEREFORE, in consideration of the promises set forth herein, the parties hereby agree as follows:

1. SCOPE OF SERVICES.

The **CONSULTANT** agrees to provide the personnel, materials, equipment and labor (hereinafter "work") necessary to perform the services described in **PWD's** Specifications dated _____ and issued by _____, and also in accordance with **CONSULTANT's** Proposal dated _____ 200_. A copy of said Specifications and the **CONSULTANT's** Proposal are attached hereto as Exhibits A and B and incorporated herein by reference.

The restatement in this Agreement of any of the terms of said Specifications or Proposal shall not be deemed to waive any terms not so restated. If a disagreement is found between the said attachments and this document, then this document shall govern; provided, however, that this document and its attachment shall be construed to be supplemental to one another to the extent possible.

2. CONSULTANT'S PERFORMANCE.

The **CONSULTANT** agrees that the performance of work and services under this Agreement shall conform to the normally accepted professional standards and further agrees to perform the services in an expeditious and economical manner provided that it is consistent with the best interests of the **PWD** and with normally accepted professional standards.

The **CONSULTANT** shall perform the work to the reasonable satisfaction of the **PWD's** _____ or his authorized representative, who shall have the right of inspection at all times and whose approval and acceptance of the work shall be precedent to payments by the **PWD** under this Agreement.

3. PERIOD OF PERFORMANCE.

The **CONSULTANT** agrees to begin its services upon receipt of a notice to proceed issued by **PWD**. Time is of the essence in the performance of the services contemplated by this Agreement. Work shall be completed according to a schedule approved by _____. Any extensions of the time for performance must be approved in writing by **PWD**.

4. COMPENSATION.

The **PWD** shall compensate the **CONSULTANT** for time spent in the performance of services and materials provided under this Agreement in accordance with the **CONSULTANT's** rates as set forth in Exhibit B. In no event shall the total amount paid by the **PWD** exceed the amount of _____ Thousand Dollars (\$____,000) unless prior approval is obtained from **PWD**.

5. PAYMENTS.

Payments shall be made to the **CONSULTANT** in accordance with the following provisions:

- (a) **CONSULTANT** shall submit invoices for payment to the **PWD** on a monthly basis.

- (b) The **PWD** will approve said invoices within five (5) days of receipt, or reply in writing as to any reason for denying approval, and shall pay said invoices within twenty-five (25) days after approval.
- (c) **CONSULTANT** may stop work on the contracted services if **PWD** fails to pay any approved invoices within sixty (60) days of its submittal. **CONSULTANT** shall provide the **PWD** with ten (10) days written notice before stopping work. If **CONSULTANT** does stop work on said project due to the **PWD**'s failure to make timely payments, **PWD** shall automatically extend the completion dates for the contracted services as set forth in Section 3 of this Agreement. This provision shall not apply in the event of a dispute as to payment pursuant to paragraph (b).

6. **PERSONNEL.**

The **CONSULTANT** shall provide the personnel to provide the services required under this Agreement as provided in its Proposal.

_____ shall serve as the Project Manager for work performed under the terms of this Agreement. The individuals utilized in the performance of work under this Agreement shall be as identified in the **CONSULTANT**'s Proposal. **PWD** reserves the right to review and approve any subcontractors or staff not identified in the Proposal, or any change in personnel assigned to perform work under the terms of this Agreement.

The **CONSULTANT** represents that it has, or will secure at its own expense, all personnel required to perform its services under this Agreement. Such personnel shall not be, nor hold themselves out to be, employees of the **PWD**. The **CONSULTANT**, consistent with its status as an independent contractor, further agrees that its personnel, including its subcontractors, will not hold themselves out as, nor claim to be, officers or employees of the **PWD**.

7. **DOCUMENTS AND REPORTS.**

PWD agrees to furnish or provide access to **CONSULTANT** to any information or material in its possession which is relevant to **CONSULTANT**'s performance hereunder and **PWD** staff will cooperate with **CONSULTANT**. **CONSULTANT** will not, without the **PWD**'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.

The following shall be requirements of this Agreement:

- (a) All data collected shall be treated as confidential material and shall be disclosed only to authorized **PWD** representatives;

- (b) The **CONSULTANT** shall not disclose or permit disclosure of any information or material furnished and/or generated under this Agreement without the **PWD**'s prior written consent;
- (c) All documents, data, studies, estimates, summaries and any other work or material developed under this Agreement shall be the property of the **PWD** and shall be promptly delivered to the _____ Department of the **PWD** upon completion of a particular service/assignment or upon the request of the **PWD**;

8. **INDEMNIFICATION.**

To the extent allowed by law, the **CONSULTANT** shall defend, indemnify and hold harmless the **PWD**, its officers and employees, from and against all claims, damages, losses and expenses, including but not limited to costs of defense and attorneys' 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) to the extent such claim, damage, loss or expense is caused by any negligent act or omission of the **CONSULTANT**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.

9. **INSURANCE.**

CONSULTANT shall procure and maintain at its own expense Public Liability Insurance coverage and Automobile Insurance coverage in amounts not less than Two Million Dollars (\$2,000,000) combined single limit for bodily injury, death and property damage naming the **PWD** as an additional insured and also Workers' Compensation Insurance coverage as required by law. General Liability policy shall contain a per project aggregate limit endorsement and Worker's Compensation Policy shall contain a Waiver of Subrogation endorsement in favor of Owner.

The **CONSULTANT** shall, at its own expense, carry Professional Liability Insurance for errors, omissions, and negligence, in the minimum amount of Two Million Dollars (\$2,000,000.00) per this project, or Two Million Dollars (\$2,000,000.00) per claim and aggregate.

CONSULTANT shall furnish the **PWD** certificates evidencing such coverage, which certificates shall guarantee thirty (30) days' notice to the **PWD** of termination of insurance from the insurance company or agent.

With respect to the Liability Insurance, the **CONSULTANT** will provide **PWD** a certificate of insurance evidencing such coverage, in this way: certificate must say either: A) "the policy has been endorsed to name the Portland Water District as an Additional Insured" and a copy of the endorsement must come to the Portland Water District with the certificate, or B) "the policy already includes an endorsement, such as the General Liability Extension Endorsement, by which the Portland Water District is automatically made an additional insured." A Certificate which merely has a box checked under "Addl Insr," or the like, or which merely states the Portland Water District is named as an Additional Insured, will not be acceptable.

10. TERMINATION

If, through any cause, the **CONSULTANT** shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the **CONSULTANT** should violate any of the covenants, agreements, or stipulations of this Agreement, the **PWD** shall, thereupon, have the right to terminate this Agreement by giving written notice to the **CONSULTANT** of such termination and specifying the effective date thereof. In such event, all finished and unfinished documents, data, studies, estimates, summaries, drawings and such other information and materials as may have been accumulated by the **CONSULTANT** in the performance of this Agreement, shall be delivered to the **PWD**, and the **CONSULTANT** shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the **CONSULTANT** shall not be relieved of liability to the **PWD** for damages sustained by the **PWD** by virtue of any breach of the Agreement by the **CONSULTANT** and the **PWD** may withhold any payments to the **CONSULTANT** for the purpose of setoff until such time as the exact amount of damages to the **PWD** from the **CONSULTANT** is determined.

This Agreement may be terminated by the **PWD** for convenience upon thirty (30) days written notice to the **CONSULTANT**. Within thirty (30) days of the receipt of notice of termination from the **PWD**, the **CONSULTANT** shall discontinue its services unless otherwise directed and shall deliver to the **PWD** all documents, data, studies, estimates, summaries, drawings and other information and material which have been accumulated or generated by the **CONSULTANT** in its performance of this Agreement, whether completed or in progress. In the event of such termination, the **CONSULTANT** shall be compensated for all services performed under this Agreement which were not previously compensated for up to the date of termination.

The **CONSULTANT** shall not be held responsible for modifications to its work, or work subsequently completed by others beyond the point of termination and its submittal of documents.

11. 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, 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.

12. DISPUTES.

Any disputes arising out of or in the course of this Agreement, which are not settled by mutual agreement of the parties, shall be resolved by mediation. In the event that parties are not able to mediate a settlement of the dispute, the matter may be submitted to a court of competent jurisdiction in Cumberland County, Maine.

13. COMPLIANCE WITH APPLICABLE LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

The **CONSULTANT** shall comply with all applicable federal, state, and local laws, including but not limited to, laws prohibiting discrimination in employment on the basis of race, color, religion, national origin, mental or physical handicap, age, or sex, and laws pertaining to occupational health and safety.

14. EXTENT OF AGREEMENT.

This Agreement, with its Exhibits, is the entire and integrated agreement, and supersedes all terms and conditions of any prior agreements, negotiations or representations, written or oral, between the parties. This Agreement may not be modified except by a writing executed by the parties.

As part of this Agreement, the **CONSULTANT** represents that it has the authority to enter into and to perform its obligations under this Agreement, that the **CONSULTANT** is qualified to perform Services of the type required under this Agreement and has previously performed similar services for others.

15. NOTIFICATION.

All communications and notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by certified mail, addressed as follows, or to such other addresses as the parties may designate in writing from time to time:

CONSULTANT: _____

PWD: Seth Garrison
General Manager
225 Douglass Street
P.O. Box 3553
Portland, ME 04104-3553

with a copy to: _____

IN WITNESS WHEREOF, the **PORTLAND WATER DISTRICT** has caused this Agreement to be signed and sealed in its corporate name by Seth Garrison, its General Manager, thereunto duly authorized, and _____ has caused this Agreement to be signed and sealed by _____, its _____, thereunto duly authorized, the day and year first above written.

SAMPLE – DO NOT SIGN

WITNESS:

PORTLAND WATER DISTRICT

By: _____
Seth Garrison
Its General Manager

CONSULTANT

By: _____

Its

Approved as to form:

Approved:

Corporation Counsel's Office

Budget Office

Attachment 2

ARTICLE 9 INSURANCE REQUIREMENTS

9.1 The Contractor shall provide, with each original of the signed Contract, an insurance certificate or certificates acceptable to the Owner and BGS. The Contractor shall submit insurance certificates to the Owner and BGS at the commencement of this Contract and at policy renewal or revision dates. The certificates shall identify the project name and BGS project number, and shall name the Owner as certificate holder and as additional insured for general liability and automobile liability coverages. The submitted forms shall contain a provision that coverage afforded under the insurance policies will not be canceled or materially changed unless at least ten days prior written notice by registered letter has been given to the Owner and BGS.

9.2 The Owner does not warrant or represent that the insurance required herein constitutes an insurance portfolio which adequately addresses all risks faced by the Contractor or its Subcontractors. The Contractor is responsible for the existence, extent and adequacy of insurance prior to commencement of work. The Contractor shall not allow any Subcontractor to commence work until all similar insurance required of the Subcontractor has been confirmed by the Contractor.

9.3 The Contractor shall procure and maintain primary insurance for the duration of the Project and, if written on a Claims-Made basis, shall also procure and maintain Extended Reporting Period (ERP) insurance for the period of time that any claims could be brought. The Contractor shall ensure that all Subcontractors they engage or employ will procure and maintain similar insurance in form and amount acceptable to the Owner and BGS. At a minimum, the insurance shall be of the types and limits set forth herein protecting the Contractor from claims which may result from the Contractor's execution of the Work, whether such execution be by the Contractor or by those employed by the Contractor or by those for whose acts they may be liable. All required insurance coverages shall be placed with carriers authorized to conduct business in the State of Maine by the Maine Bureau of Insurance.

9.3.1 The Contractor shall have Workers' Compensation insurance for all employees on the Project site in accordance with the requirements of the Workers' Compensation law of the State of Maine. Minimum acceptable limits for Employer's Liability are:

Bodily Injury by Accident	\$500,000
Bodily Injury by Disease	\$500,000 Each Employee
Bodily Injury by Disease	\$500,000 Policy Limit

When applicable, a Sole Proprietor, or Partner or Member of a Limited Liability Company shall provide evidence of an approved application for waiver from the Workers' Compensation Board regarding employment of a parent, spouse, domestic partner, or child.

9.3.2 The Contractor shall have Commercial General Liability insurance providing coverage for bodily injury and property damage liability for all hazards of the Project including premise and operations, products and completed operations, contractual, and personal injury liabilities. The policy shall include collapse and underground coverage as well as explosion coverage if explosion hazards exist. Aggregate limits shall apply on a location or project basis. Minimum acceptable limits are:

General aggregate limit	\$2,000,000
Products and completed operations aggregate	\$1,000,000
Each occurrence limit	\$1,000,000
Personal injury aggregate	\$1,000,000

9.3.3 The Contractor shall have Automobile Liability insurance against claims for bodily injury, death or property damage resulting from the maintenance, ownership or use of all owned, non-owned and hired automobiles, trucks and trailers. Minimum acceptable limit is:

Any one accident or loss	\$500,000
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9.3.4 For the portion of projects which are new construction, the Contractor shall procure and maintain Builder's Risk insurance naming the Owner, Contractor, and any Subcontractor as insureds as their interest may appear. Covered causes of loss form shall be all Risks of Direct Physical Loss, endorsed to include flood, earthquake, transit and sprinkler leakage where sprinkler coverage is applicable. Unless specifically authorized in writing by the Owner, the limit of insurance shall not be less than the initial contract amount and coverage shall apply during the entire contract period and until the work is accepted by the Owner.

Attachment 3

An overview of Phase 1 of this project, including some basic designs, are available at the following website:
<https://www.maine.gov/dacf/parks/sebagolake-shoreline.shtml>

Prepared and staged woody material from Sebago Lake Living Shoreline Project Phase I





Pictures of the of installed living shoreline stabilization and aggradation structures.

