

# **Request for Proposals Town of North Haven Thorofare Waterfront Project**

## **Engineering Services**

1. **Purpose.** This is a Request for Proposals (RFP) for broad engineering services in support of the Town of North Haven's (Town) Thorofare Waterfront Project (Project).
2. **Background.** North Haven is an island lying twelve miles off the coast of Rockland, Maine. The island can be accessed only by boat or small aircraft. The Maine State Ferry Service operates a vehicle and passenger ferry that operates three roundtrips to the mainland each day.



Because of our island status, access to the ocean is key to our ability to function and live as a community. The focus of this project is to modernize, diversify, enhance, and protect an 1,100-foot portion of our waterfront along the Thorofare that runs between North Haven and its sister island, Vinalhaven. This small portion of our Town's waterfront serves many purposes. J.O. Brown's Boatyard on the eastern end is a family-owned business that builds and repairs boats, manages and maintains moorings, provides access to the ocean for motorized and sailing vessels, and – a key point – operates the only petroleum fuel storage and distribution facilities for the entire community. Fuel arrives by the motor transport vessel *Captain Ray O'Neal* and is pumped into above-ground storage tanks for diesel, gasoline, kerosene, and heating oil. Brown's operates fuel pumps, one at the end of the dock for boats, and others for kerosene, diesel, and gasoline on land, adjacent to its store. Brown's delivers home heating oil and kerosene by tank truck.

Moving west, Waterman's Community Center serves as a gathering place, community theater, childcare center, and event facility. It consists of a main building and an ancillary building for storage and displays known as the Red Barn.

Next is the ferry parking lot. Owned by the Town, this parking lot serves many competing purposes and is frequently congested with vehicles, bicycles, and pedestrians. Among its purposes are:

- Ferry ticket office
- Vehicle line up area for cars and trucks waiting to board the ferry
- Ferry loading and unloading area for vehicles and pedestrians
- Trap and equipment loading and unloading area for lobster fishermen
- Access to the Town's ramp and floats for small rowing and outboard motor vessels
- Temporary parking
- Access to the parking area behind Hopkins Wharf Gallery, Gift Shop, and Market

Both vehicles and pedestrians enter and leave the parking area by one paved driveway that connects the ferry parking lot to Main Street.

Hopkins Wharf Gallery is a private business with entrances on Main Street and through a parking lot adjacent to the Thorofare. The business consists of an art gallery, a gift shop, a market, and private residences, and includes its own private dock.

On the far western end of the Project site lies The Casino. This is a private sailing club as well as condominium-style residences.

In between Waterman's Community Center and The Casino are two private residences, one with waterfront, and the American Legion Hall. There are also structures to the north of Brown's Boatyard along Iron Point Road that serve as storage facilities, a bakery with apartments above, office space with laundry and showers below, and a residence.



All these properties and structures are at risk from sea level rise, storm surge, and climate change. All of them are essential to our economy. At the same time, the ad hoc way in which these properties have evolved over time is hampering the community's access to the waterfront, inhibiting our economic growth, and threatening our existence as a year-round community. Recognizing this, the Town has taken steps to raise awareness and obtain funds to support needed changes.

3. **Vision, Priorities, and Grants.** North Haven's year-round population is 417. This swells to 1,500 or more in the summer months. Many of our seasonal residents are arriving earlier and staying later, taking advantage of remote work opportunities. Recognizing the need to bring these communities together and to modernize the island without changing its character, the Town embarked on a Vision and Priorities process in 2021. Here are the results:

Vision: North Haven is a remarkable island community – resourceful, caring, safe, and inclusive – committed to sustaining a thriving year-round economy, stewarding our natural resources, and preserving scenic beauty for current and future generations.

Priorities:

1. Access to Housing
2. Workforce Development & Economic Diversification
3. Environmental Sustainability & Climate Change Impacts

This Project is consistent with our Vision and relates directly to Priorities 2 and 3. Access to the ocean for fishing, aquaculture, recreational boating, and transportation of people, freight, and vehicles is essential to our survival; such access will diversify our economy and reinforce the need to develop a workforce to match. Likewise, we must protect the area from the impacts of sea level rise and climate change.

The Vision and Priorities process and the Town's regular communications since then have fully engaged the community in the effort to improve the Thorofare Waterfront. We have also met with the affected landowners to solicit and obtain their support.

The following photographs from the December 23, 2022 storm illustrate the effects of climate change and sea level rise.

Brown's Boatyard Fuel Storage and Pumps – Next 3 Photos





Brown's Wharf – Usually 2 feet above water at high tide – Next 2 Photos





Waterman's Community Center & Red Barn – Next 2 Photos

Walkway is gravel, even at high tide – Steps to Walkway from Ferry Parking Lot to Brown's Boatyard





Hopkins Gallery and The Casino – Next 4 Photos







### Grants

To obtain funds needed to study and design needed changes, the Town applied for a Building Resilient Infrastructure and Communities (BRIC) project scoping grant in the amount of \$200,000. We anticipate receiving notice of the grant by September 2023. To get things started, we also received a \$10,000 ShoreUp grant from the Island Institute. Together with Town tax dollars, we will use this \$10,000 grant to engage an engineering firm to help us take preliminary steps that we hope will make the BRIC grant funds more effective. Once we have a design in hand, we will apply for BRIC construction funds, as well as other possible grants, such as Northern Borders, Boating Infrastructure Grants (BIG), and Maine Small Harbor Improvement Program (SHIP) grants.

4. **Project Objective & Overview**. Recognizing the importance of the Thorofare Waterfront, the Town is determined to achieve this objective: Renovate, improve, and construct facilities and structures needed to: (1) reduce the risk of damage to the community's central economic and transportation hub due to sea level rise, severe storms, and coastal flooding; (2) adapt to climate change; and (3) ensure the community's long-term economic, cultural, and environmental vitality and sustainability.

We recognize this is an ambitious endeavor. To get there, the Town has divided the work into three phases.

**Phase 1, Base Period, Initial Assessment and Evaluation:** Provide initial engineering services needed to help the Town engage the affected landowners and discuss various alternatives, ruling out those that are not practical or cost-effective. This will be funded

with a \$10,000 grant from the Island Institute, supported by an additional \$15,000 in Town funds.

**Phase 2, Option A, Project Scoping:** Provide engineering analysis and technical support to create a design that is cost effective, technically feasible, and addresses the anticipated impacts of climate change and sea level rise. To fund this, the Town anticipates receiving a FEMA/BRIC \$200,000 project scoping grant in late summer 2023.

**Phase 3, Option B, Construction and Initial Operation:** Assist the Town in hiring and overseeing a construction firm to execute the design approved during Phase 2. The Town anticipates funding this through a FEMA/BRIC construction grant in 2024.

The Town seeks to engage an engineering firm that will provide a wide variety of services – directly or through subcontracts – in support of all three phases of the contract.

Phase 1 is funded and will commence upon contract award incident to this RFP. Phases 2 and 3 are set out below as options. **To be considered for contract award, proposals must address the firm’s ability and experience providing the services outlined in Phases 1, 2, and 3, above.** The Town will exercise or not exercise Options A and B at its sole discretion considering factors it believes prudent, including availability of funds.

## 5. **Requirements.**

**Overall Contract Objective:** Provide broad engineering support to the Town of North Haven's Thorofare Waterfront Project from initial assessment and evaluation, through design, to construction and initial operation.

A. **Phase 1, Base Period - Specific Tasks:** The engineering firm will –

1. Develop a fuller understanding of the site and an overall picture of the site’s current configuration, opportunities, and challenges by:
  - i. Walking the site at low and high tides; and
  - ii. Reviewing documents, photographs, electronic files, and online materials.
2. Meet with North Haven Town staff and officials to discuss the Project.
3. Meet with affected landowners to discuss their ideas and concerns about the Project.
4. Perform additional assessments, evaluations, and on-site analyses as needed to prepare the report described in subtask 5, below; and
5. Prepare a preliminary report setting out the firm’s observations in brief and recommendations as to how North Haven can most effectively move forward with the project, taking into account the following factors:

- a. The diverse uses the site currently serves;
- b. The additional uses the Town hopes the site could serve;
- c. The varied property ownership interests in the site – business, residential, State, and municipal;
- d. Anticipated climate change and sea level rise impacts;
- e. The ability to obtain state, federal, and other grant funds;
- f. The feasibility of the project from an engineering perspective; and
- g. Other factors the firm believes appropriate.

Competing Interests: In pursuing the Thorofare Waterfront Project, the Town is mindful of several competing interests. These include time, money, varied landowners, grant application deadlines, federal and state permitting requirements, business interests, conservation and environmental interests, recreational interests, and the desire not to disrupt the status quo. The Town expects the firm to help analyze and prioritize these interests as it develops its observations and recommendations required in subtask 5, above. In asking for this help, the Town recognizes that these competing interests cannot be quickly or easily reconciled and may perhaps remain competing interests throughout the project. With this in mind, the Town encourages the firm to recommend a practical and logical approach to the project, even if the recommendation would require a longer than anticipated timeline. One example may be recommending the Town pursue a Thorofare Waterfront or Village Master Plan before moving forward with a specific engineering design for the project itself.

**B. Phase 2, Option A, Specific Tasks:**

1. Building on the information and outcomes of Phase 1, support the Town in engaging the community, affected landowners, and other stakeholders (*e.g.*, Maine DOT and the Maine State Ferry Service) in discussing the various factors that will affect a redesign of the waterfront.
2. Identify and perform (or cause to be performed through a subcontractor) assessments, evaluations, surveys, and engineering data collection needed to support various design alternatives.
3. Prepare initial renderings, sketches, and illustrations to support the Town's engagement efforts and decision-making.
4. Support the Town's efforts to arrive at a final design for consideration by affected landowners, stakeholders, and the Town's voters. Attend meetings in support of this effort as needed, including Special Town Meetings.
5. Prepare reports and other written materials as needed to support the Town's grant applications.
6. Prepare engineering designs and associated materials as needed to support the Town's grant applications.
7. Assist the Town in preparing grant applications.
8. Perform other tasks directly related to community engagement, design, and grant writing efforts as needed.
9. Prepare timely documents the Town needs to submit to FEMA and other grantors in support of its grants.

[**Note:** Phase 2, Option A, is subject to the availability of funds. The Town will exercise or not exercise this option at its sole discretion.]

C. **Phase 3, Option B, Specific Tasks:**

1. Using approved design documents prepared in Phase 2, assist the Town in preparing an RFP for construction services.
2. Assist the Town in analyzing proposals submitted by construction firms in response to the RFP and in related negotiations with competitive firms.
3. Prepare a written recommendation for the Town concerning the final award for a construction contract.
4. Oversee the construction contractor in executing the approved design.
5. Assist the Town in community engagement throughout the construction phase.
6. Prepare or assist in the preparation of necessary permit applications in support of the construction.
7. Perform other tasks directly related to construction oversight as needed.
8. Prepare timely documents the Town needs to submit to FEMA and other grantors in support of its grants.

6. **Proposed Timeline:**

- Base Period – Date of Award through December 31, 2023
- Option A – January 1, 2024 – September 30, 2024
- Option B – October 1, 2024 – September 30, 2028

7. **Contract Form:** This is a labor-hour contract. The selected firm will prepare and deliver to the Town estimated labor hours and personnel assignments for each task and update these estimates as work progresses. The Town and the selected firm will discuss these estimates as needed to ensure costs do not exceed available funds and work is performed within agreed-upon time periods.
8. **Proposal Requirements:** In order for your firm's proposal to be considered by the Town, please submit the following information, which should be organized and presented in a clear and concise format. Accuracy and completeness are essential as the successful response will be incorporated into a contract as an exhibit. All terms of each proposal shall remain firm and irrevocable for at least ninety (90) calendar days following the deadline for the submission of proposals.
  - a. **Experience:** Describe your firm's experience performing the requirements set out in paragraph 5, Requirements, above. Describe three projects within the past ten years of similar scope, size, and complexity to the proposed Thorofare Waterfront Project. Be sure to highlight the experience of the people you would assign to this project.
  - b. **References.** Provide at least three references that describe the quality of your firm's waterfront engineering work. Please include the following for each reference:

- Project name
  - Project location (town and street address)
  - Date completed
  - One or more names and telephone numbers of clients for whom the waterfront engineering work was performed (*e.g.*, owner, elected or appointed official, etc.)
- c. Key Personnel. Describe the key personnel in your firm whom you would intend to assign to the Project. For each person, include a resume indicating:
- Name
  - Experience and qualifications
  - Length of service or association with your firm
- d. Labor Categories and Pricing. Complete the table below for each job title you anticipate assigning to the project:

| Contract Phase                 | Job Title | Hourly Rate |
|--------------------------------|-----------|-------------|
| Base Period – Phase 1          |           |             |
| Option A – Phase 2             |           |             |
| Option B – Phase 3             |           |             |
|                                |           |             |
| Base Period – Phase 1          |           |             |
| Option A – Phase 2             |           |             |
| Option B – Phase 3             |           |             |
|                                |           |             |
| Base Period – Phase 1          |           |             |
| Option A – Phase 2             |           |             |
| Option B – Phase 3             |           |             |
|                                |           |             |
| <i>Add more rows as needed</i> |           |             |

Note: The Town would expect a reasonable increase in the hourly rates for each phase of the contract to account for inflation.

- e. Lawsuits and Termination History. Provide details of any lawsuits involving your firm's performance or alleged nonperformance within the last ten years, including any termination, show cause, proposed or actual termination of a contract for cause.
- f. Insurance. Submit proof of insurance in the following types and amounts:
- i. Workers Compensation - As required by Maine law
  - ii. Employer's Liability - \$500,000 per occurrence
  - iii. General Liability - \$1 million per occurrence, \$2 million aggregate
  - iv. Vehicular Liability - \$1 million Combined Single Limit

v. Professional Liability - \$1 million for each wrongful act

9. **Transportation to North Haven and Lodging.** The Town of North Haven is an island in Penobscot Bay. It lies twelve miles off the coast of Rockland, Maine. The Maine State Ferry Service, <https://www.maine.gov/mdot/ferry/northhaven>, operates three ferries each day. These ferries are 120 feet on deck and can carry both vehicles (including tractor trailers) and passengers. The Island Transporter LLC, <http://islandtransporter.com>, operates a private barge and ferry service that can carry trucks and supplies to the island. Additionally, Penobscot Island Air (a private carrier) operates an air service to the island from Knox County Regional Airport in Owls Head, Maine in single-engine aircraft. All vehicles and supplies must travel to and from the island via watercraft or aircraft; there is no bridge to the island.

During the proposal period (through September 8, 2023, plus any extensions) the engineering firm must arrange for transportation of its personnel and any vehicles and equipment at the firm's expense, as well as any lodging expenses; the Town will assist in coordinating lodging and transportation when asked. Upon contract award, the Town will cover the firm's reasonable lodging and transportation costs to and from North Haven and will help the firm obtain ferry reservations and lodging as necessary.

10. **Proposal Due Date:** To be considered for contract award, submit your proposal by the dates and times listed below:

Via email to [administrator@northhavenmaine.org](mailto:administrator@northhavenmaine.org)

Via U.S. Mail to: Rick Lattimer  
Town Administrator  
PO Box 400  
North Haven, ME, 04853

**Responses due:** Sent by email or postmarked by Friday, September 8, 2023.

11. **Evaluation Criteria:** The Town will evaluate proposals using the following three factors and sub-factors. The Town intends to award the contract to the firm whose proposal represents the best value to the Town. Price, while important, is not necessarily more important than past performance or experience. **Each proposal must address all three factors in order to be competitive.**

- a. **Past performance** - Provide at least three references (name, telephone number, and email (if available)) who can discuss these aspects of your work:
  - i. Quality
  - ii. Effective communication
  - iii. Timeliness
  - iv. Budget/Funds management
  - v. Assisting in grant management

- b. **Experience** – Experience performing work similar to that described in Section 5, Requirements, above. Be sure to include resumes of key personnel in your proposal.
- c. **Price** - Evaluating price for a labor-hour contract depends on the hourly rate for each type of employee and the anticipated hours each type of employee would work on the project. In order to allow the Town to evaluate price proposals fairly, the Town will use the following matrix to evaluate Price for Phase 1, Base Period, of the proposed contract:

| Base Period     |                    |                                       |                          |
|-----------------|--------------------|---------------------------------------|--------------------------|
| Job Category    | Number of Hours    | Price per Hour as Set out in Proposal | Total Price per Category |
| Principal       | 10                 |                                       | \$                       |
| Senior Engineer | 20                 |                                       | \$                       |
| Project Manager | 80                 |                                       | \$                       |
| Engineer        | 50                 |                                       | \$                       |
| Surveyor        | 20                 |                                       | \$                       |
|                 | <b>Total Price</b> | \$                                    |                          |

**Please Note: This matrix is different from table requested in section 8.d, above. The Town will use the information each firm provides in response to section 8.d to complete the matrix above. This will assist the Town in fairly comparing one price proposal to another.**

Because the hours involved in performing the work in Phase 2, Option A, and Phase 3, Option B, are less certain, the Town will consider the reasonableness of the engineering firm's Hourly Rates set out in Section 8.d, above, but will not attempt to calculate a total price for these option periods.

12. **Negotiations.** The Town reserves the right to award a contract without negotiations. If the Town elects to enter into negotiations, the best qualified firms will be notified in writing of the dates, times, and locations.
13. **Selection.** Following negotiations, if any, the Town will select the firm whose proposal, considered as a whole, represents the best value to the Town.
14. **Award of Options A and B.** As noted in Section 4, above, the Town may determine in its sole discretion whether to award Option A and Option B. The Town will notify the selected engineering firm 60 days in advance of its intent. One reason the Town may choose not to exercise these options is a lack of funds; but the Town may choose other reasons as well.
15. **Reservation of Rights.** The Town reserves the right to reject any or all proposals, to waive any informality or minor defects in proposals received, request or negotiate modifications to a proposal, if appropriate, and cancel this RFP at any time and to choose not to select any

firm. Further, the Town may 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.

**Questions.** Please send all questions regarding this RFP via e-mail to Rick Lattimer, Town Administrator, at [administrator@northhavenmaine.org](mailto:administrator@northhavenmaine.org) so that they can be addressed in writing prior to the deadline for proposals. Answers will be sent out via an addendum and posted on Town Website. It is the responsibility of each firm bidding on this RFP to also monitor the Town's website for any updates or addenda regarding this RFP. The web address is: <https://www.northhavenmaine.org>. It is the responsibility of the bidding firm 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.