



## CITY OF BANGOR

**Request for Proposals  
Perry Road Pump Station-Kmart Pump Station Evaluation  
Proposal No. P24-38**

**Purchasing Department  
262 Harlow Street  
Bangor, ME 04401  
207-992-4282**

**Issue Date: February 7, 2024**

### **I. Introduction**

The City of Bangor (City) is soliciting technical and price proposals from qualified engineering firms to complete and evaluation for future modifications and upgrades to the Perry Road Pump Station and the Kmart Pump Station.

### **II. General Information**

Available on the City's website at web address: [www.bangormaine.gov/proposals](http://www.bangormaine.gov/proposals). By submitting a response to this solicitation, the Proposer accepts the responsibility for downloading, reading, and bidding by the terms and conditions set forth in the City's "General Information for Vendors".

In your proposal, please specify whether you currently have or are in the process of developing a domestic violence policy. If you do not have such a policy, let us know if you would like to receive a copy of the City of Bangor's policy as a reference.

### **III. Submission**

For consideration, interested Proposers must submit three (3) original hard copies, the proposal Bid Form in an envelope marked "Proposal No. **P24-38: Perry Road Pump Station-Kmart Pump Station Evaluation**" by 2:00 P.M. on Wednesday, March 13, 2024.

Submission of documents can be completed by:

- A. **Emailing** to [bids@bangormaine.gov](mailto:bids@bangormaine.gov) ; or
- B. **Hand Deliver** to 262 Harlow Street, Bangor, ME (back entrance of building at City of Bangor entrance); or
- C. **US Post Office** addressed to 73 Harlow Street, Purchasing Department, Bangor, ME 04401; or
- D. **All Other Delivery Services** addressed to 262 Harlow Street, City of Bangor, Bangor, ME 04401.

All submissions should reference “**Proposal No. P24-38: Perry Road Pump Station-Kmart Pump Station Evaluation**”. Proposals will be publicly opened at the time stated above in the temporary Council Chambers, 262 Harlow Street, Bangor, Maine (see **Appendix A - Meeting Location Map**).

A tabulation of all received Proposals will be posted on the City's website by 4:30 P.M. on the opening date. Visit [www.bangormaine.gov/bidtabs](http://www.bangormaine.gov/bidtabs) for results.

#### **IV. Project Review Meeting and Questions**

A non-mandatory meeting will be held at 2:00 PM on Wednesday February 21, 2024 at the Wastewater Treatment Plant, 760 Main Street, to review the scope of the project. Any questions after the project meeting must be directed in writing to [bids@bangormaine.gov](mailto:bids@bangormaine.gov) no later than 4:30 PM, Friday March 1, 2024.

The City will provide a response by 4:30 P.M. on Friday, March 1. This response will be in the form of an addendum, accessible on the City's website. Notifications will be sent to the Registered Vendor List when new addenda are released. To receive these updates, the City strongly encourages all potential bidders to register as vendors at [www.bangormaine.gov/vendorregistration](http://www.bangormaine.gov/vendorregistration).

#### **V. Late Proposals**

It is the responsibility of the Proposer(s) to see that their proposals have sufficient time to be received by the Purchasing Department before the submittal deadline. Any proposal, portion of a proposal, or requested proposal revision received at the City Purchasing Department after the time and date specified, will be returned to the Proposer unopened.

#### **VI. Withdrawal of Proposals**

No Proposer may withdraw their proposal for a period of ninety (90) days from the date of opening. All proposals shall be subject to acceptance by the City during this period.

To withdraw a proposal prior to the opening, the Proposer shall request the withdrawal in writing. All costs associated with the withdrawal (i.e. mailing fees) will be borne by the Proposer.

#### **VII. Rejection**

The City reserves the right to reject any proposals, waive any informalities or defects in proposals, or accept a higher cost proposal if it is deemed to be in the best interest of the City. The City also reserves the right to clarify with the successful Proposer.

## VIII. Information for Proposers

- A. All Federal and State taxes must be excluded from the proposal price. Upon request, a tax exemption certificate for the City of Bangor shall be furnished to the successful Proposer.
- B. The Bid Form, included with this request must be completed and returned for a proposal to be considered.
- C. Proposers are required to maintain the following insurance policies throughout the life of the project and name the City of Bangor as an additional insured where applicable:

1. Worker's Compensation Insurance	Statutory
2. Employer's Liability Insurance	\$500,000 each accident \$500,000 disease – policy unit \$500,000 disease – each employee
3. Comprehensive Automobile Liability	\$1,000,000 combined, single limit per accident
4. Commercial & General Liability	\$2,000,000 combined single limit \$4,000,000 aggregate
5. Professional Liability (Errors & Omissions)	\$2,000,000 combined single limit \$4,000,000 aggregate

## IX. Background

The City requires the services of an engineering consultant to review existing data, plans and reports and submit recommendations for future improvements/ replacement for both the Perry Road Pump Station and the Kmart Pump Station. Both of these facilities have outlived their useful life and require significant improvements or replacement.

The City has the following plans and reports available to the selected Proposer:

- A. As-Built Plan of Perry Rd. Pump Station
- B. As-Built Plan of Kmart Pump Station
- C. Topographic survey information (1-foot contours from City GIS, additional survey may be necessary)
- D. Pump station records
- E. CCTV data for select sewer mains
- F. GIS data
- G. City of Bangor 2022 Comprehensive Plan

### Perry Road Pump Station

It is anticipated the Perry Road Pump Station project will require relocation to a new site on private property, within the immediate vicinity of the existing sewer main. The

Proposer will be responsible for determining the optimum location for the new pump station and provide the City with the desired land area necessary to construct and maintain the future facility. Once an area has been identified, the City of Bangor will be responsible for acquiring this property. The Proposer shall prepare preliminary plans for the new pump station sufficient to develop budgetary figures for design and construction of the pump station for future city funding requirements.

### **Kmart Pump Station**

The engineering evaluation for the Kmart Pump Station will inform the City on the feasibility of the following options:

- A. Upsizing the existing or a replacement pump station
- B. Reconfiguring a portion of the influent to flow by gravity and upgrading the pump station
- C. Reconfiguring all sewer to flow by gravity and eliminating the pump station

Initially, the City intended to upgrade or replace the existing pump station. Recently however, the City has explored the possibility of eliminating the pump station completely and redirecting flows to a new gravity sewer that would tie into the existing gravity sewer near interstate 95. The Proposer's evaluation for the Kmart Pump Station is to determine if gravity sewer is feasible and then recommend whether pump station upgrades or new gravity sewer, or a combination of both would provide the most economical approach for improvements at this location. Once an improvement path has been selected based on the Proposer's findings, the Proposer shall prepare preliminary design plans sufficient to develop budgetary figures for design and construction of the recommended improvements sufficient for future city funding requirements.

Refer to "**XI. Scope of Services**" for additional information. All engineering work must be completed on or before June 28, 2024 for the Kmart Pump Station and September 27, 2024 for the Perry Road Pump Station.

## **X. Technical Proposal**

The Proposer shall submit three copies of the technical proposal. The technical proposal shall be clear and concise, and shall provide the City with an understanding of the Proposer's ability to undertake and complete the proposed work.

## **XI. Scope of Services**

All engineering work must be performed by or under the direct supervision of, a professional engineer licensed to work in the State of Maine. The scope of services includes, but is not limited to, the following tasks:

- A. Review existing data and documentation

- B. Assess existing utilities and need for extensions to serve new facilities
- C. Assess current pump station influent sewer shed to identify any sources that could be eliminated via gravity sewers
- D. Assess the Kmart Pump Station sewer shed to determine if the pump station can be removed and replaced by gravity flow system
- E. Complete necessary field survey to verify elevations for design alternatives
- F. Review City Land Use Ordinance and all other regulations applicable to the proposed project
- G. Work closely with City staff to fully identify estimated sewer flow needed for future development within sewer shed and facility operation and maintenance needs and features
- H. Perform cost-benefit analysis of alternative pump stations such as in-line pump stations
  - I. Identify any immediate upgrades to ensure continuous pump station operation through project completion
- J. Write a report documenting analysis and recommendations
- K. Develop a conceptual design, including Supervisory control and data acquisition (SCADA) integration, to be reviewed by City staff
- L. Review recently constructed Odlin Rd. pump station project specifications to optimize standardization of new pump station designs
- M. Meet with City staff and Infrastructure Committee to review project (assume a minimum of 4 meetings during the design process)
- N. Provide a written report outlining recommendations and cost/benefit analysis of options evaluated

It is the City's intention that the Proposer shall provide the City with preliminary pricing in the spring of 2024 to incorporate into the City's 2025 fiscal year budget for final design and construction costs for both pump station locations.

## **XII. Instructions and Information for Proposers**

The following provides a general description of information required in the proposals and the format to be followed. Proposers must furnish all information requested and follow the instructions as noted herein.

Proposals should be prepared providing a straightforward, concise delineation of the capabilities proposed to satisfy the requirements of the City. Completeness and clarity of content are requested. All brochures, presentations, and items submitted in support of proposals will become part of the contract.

## **XIII. Proposal Organization**

### **A. Qualifications and Past Experience**

The Proposer shall include a brief description of all pertinent team members, such as engineers, project managers, construction manager, etc. Description shall

include role of team member during design and construction administration, as well as qualifications and relevant past experience. Provide a list of references for three similar projects.

**B. Project Understanding**

The Proposer shall provide a brief narrative of their understanding of the issues and challenges involved with designing and constructing replacement pump stations in an existing sewer system.

**C. Work Plan**

The Proposer shall include a proposed work schedule with major project milestones and a description of the methods and resources the Proposer will employ to accomplish the proposed work. Provide a copy of a plan and report submitted for a similar project.

**D. Cost Estimate**

The proposal shall include a general cost estimate as well as hourly costs and time estimates used to create the estimate.

**XIV. Selection**

Each proposal will be evaluated according to the following criteria:

- A. The qualifications and experience of the individual(s) who will perform the work
- B. The Proposer's understanding of the critical issues associated with the project and their means and methods for addressing the City's concerns.
- C. The availability and capacity of the Proposer to perform the services required
- D. The references for similar flow analysis and pump station design in other sewer systems
- E. Quality of work provided on previous projects (based on review of submitted report and interviews with project references provided)
- F. The cost of the services offered

**XV. Award of Contract**

The City will select the proposal deemed most advantageous, appropriate and beneficial to the City. The contract will be awarded by the City to the Proposer best able to provide the services required. All proposals shall remain firm for sixty (60) calendar days after receipt of the proposals.

The evaluation of proposals and determination of the award will be at the discretion of the City and its judgment shall be final and without right of recourse by any Proposer.

## **XVI. Consent Decree**

All Proposers, Consultants and Sub Consultants are hereby notified that the City of Bangor has entered into a Consent Decree with the United States and the State of Maine. For the purposes of the Consent Decree, Proposers, Consultants and Sub Consultants are deemed agents of the City. Any and all work performed by Proposers, Consultants and Sub Consultants must conform with the terms of the Consent Decree. Proposers must familiarize themselves with the contents of the document and must make the document available to all sub consultants.

This document is available electronically at

[http://www.bangormaine.gov/filestorage/318/350/7758/ENV\\_ENFORCEMENT.PDF](http://www.bangormaine.gov/filestorage/318/350/7758/ENV_ENFORCEMENT.PDF)

or in a hard-copy version in the City of Bangor's Engineering Department.

## Sample Contract



CITY OF BANGOR

### **Sample Contract for Professional Services between The City of Bangor and Engineering Consultant**

This AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between City of Bangor, a body politic in the State of Maine (hereinafter the "CITY"), and \_\_\_\_\_, (hereinafter the "CONSULTANT").

The parties do hereby agree as follows:

#### **Article 1: Services:**

CONSULTANT agrees to provide the personnel, supplies, equipment, labor, and all incidentals necessary for the following:

Provide Engineering Services as described in the RFP dated February 7, 2024 and the proposal attached and dated March 13, 2024.

#### **Article 2: Consultant's Performance:**

CONSULTANT accepts the relationship of trust and confidence established between itself and the CITY by this AGREEMENT and agrees to perform the services hereunder in the best and most expeditious and economical manner consistent with the interests of the CITY. The CONSULTANT shall be, and remain, fully responsible to the CITY for the technical completeness, sufficiency and accuracy of all professional services furnished by or under this AGREEMENT and shall, without additional cost or fee to the CITY, correct and revise any errors or deficiencies in its performance including payment of attorney's fees.

#### **Article 3: Performance:**

CONSULTANT agrees to perform in accordance with all reasonable requirements of the CITY. CITY agrees to cooperate in helping to implement any timeframe established. In the event of delay for reasons beyond its control and not its fault, CONSULTANT may request necessary adjustments to said timeframe. The CITY's representative may approve any adjustments and said approval will not be unreasonably withheld.

#### **Article 4: Quality of Service:**

CONSULTANT shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be

responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, specifications, and other items and services furnished under this AGREEMENT.

CONSULTANT shall comply with all applicable Federal, State and local laws, ordinances, codes and regulations in performing its services. If CONSULTANT fails to meet applicable professional standards CONSULTANT shall without additional compensation, correct or revise any errors or deficiencies in its reports, plans or other services.

**Article 5: Project Team; Personnel; Independent Consultant:**

CONSULTANT represents that it has, or will secure at its own expense, all personnel required in performing its services under this AGREEMENT. Such personnel shall not be officers or employees of the CITY, or have any contractual relationship with the CITY.

The CONSULTANT further agrees that consistent with its status as an Independent Consultant that its personnel will not hold themselves out to be, or claim to be, officers or employees of the CITY by reason of this AGREEMENT.

**Article 6: City Representative:**

The CITY shall assign an authorized representative, who shall act as the CITY's representative in all dealings with the CONSULTANT for the project. CONSULTANT's performance hereunder shall be subject to said representative's review and approval.

**Article 7: City Responsibility:**

CITY agrees to furnish or provide access to CONSULTANT any information or material in its possession which is relevant to CONSULTANT's performance hereunder and CITY's staff will cooperate with CONSULTANT. CONSULTANT will not, without the CITY's written consent, disclose, or permit disclosure, by any officer, employee, agent, or subconsultant of CONSULTANT, of any information or material furnished or generated under this AGREEMENT.

**Article 8: Ownership of Documents:**

All reports, memoranda, plans, specifications, and documents or other material to be developed by CONSULTANT under this AGREEMENT shall be the property of the CITY and be promptly delivered to the CITY upon request. All data, internal reports, memoranda, and notes, calculation estimates and any other internal documents used to prepare the documents and memoranda submitted to the CITY shall be deemed the CONSULTANT's "work papers", and as such the "work papers" will remain property of the CONSULTANT generating that material.

CONSULTANT shall be responsible for the protection and/or replacement of any work or material in its possession, including materials provided to CONSULTANT by the CITY. The CONSULTANT understands and agrees that all documents and materials provided to the CITY hereunder are or may be public documents and as such will be available generally to

the public. Reasonable use of any such documents by the CITY or the general public shall not be subject to a claim for infringement of any copyrights claimed by the CONSULTANT in such documents. CITY has no responsibility for any use which may be made of them by any third party and CITY may use them for any lawful purpose.

CONSULTANT and sub consultants disclaim any liability to any party other than the CITY for any reliance on the documents and further that the CONSULTANT and Sub consultants disclaim any liability to the CITY if the reports and documents are relied upon or used for any purpose for which they are not intended.

#### **Article 9: Sub consultants:**

If specialists or sub consultants are required to complete the services there under, CONSULTANT shall propose such utilization for review and approval of the CITY. CONSULTANT is and shall remain fully responsible for performance of all services hereunder.

#### **Article 10: Indemnification:**

The CONSULTANT shall indemnify, defend and hold harmless the CITY from and against all claims and actions, and all expenses incidental to such claims or actions, based upon or arising out of damage to property or injuries to persons or other tortious acts caused or contributed to by the CONSULTANT or anyone acting under its direction or control or in its behalf in the course of its performance under this AGREEMENT, provided the CONSULTANT's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the sole negligence of the CITY.

The CONSULTANT hereby expressly agrees that it will defend, indemnify and hold the CITY harmless from any and all claims made or asserted by CONSULTANT's agents, servants or employees arising out of CONSULTANT's activities under this AGREEMENT. For this purpose, CONSULTANT hereby expressly waives any and all immunity it may have under Maine's Workers Compensation Act in regard to such claims made or asserted by CONSULTANT's agents, servants or employees. The indemnification provided under this paragraph shall extend to and include any and all costs incurred by the CITY to answer, investigate, defend and settle all such claims, including but not limited to the CITY's costs for attorney's fees, expert and other witness fees, the cost of investigators, and payment in full of any and all judgments rendered in favor of CONSULTANT's agents, servants or employees against the CITY in regard to claims made or asserted by such agents, servants or employees.

#### **Article 11: Insurance:**

CONSULTANT will procure and maintain Public Liability Insurance coverage and Automobile Insurance coverage in amounts not less than Four Hundred Thousand Dollars (\$400,000) combined single limit for bodily injury, death, and property damage, and also Worker's Compensation Insurance coverage in the statutory amount. The CITY shall be named as an

additional insured, to the extent its interest may appear, on all such policies of insurance. CONSULTANT shall furnish and thereafter maintain certificates evidencing such coverage which certificates shall guarantee thirty (30) day's notice to CITY of termination of insurance from insurance company or agent.

**Article 12: Termination:**

Termination for Convenience: The CITY may terminate this AGREEMENT, in whole or in part, whenever the CITY determines that such termination is in the best interest of the CITY, without showing cause, upon giving 30 days written notice to the CONSULTANT. The CONSULTANT will not be reimbursed for any profits that may have been anticipated but have not been earned up to the date of termination.

Termination for Default: When the CONSULTANT has not performed or has unsatisfactorily performed the AGREEMENT, the CITY may terminate this AGREEMENT for default. Upon termination for default, payment may be withheld at the discretion of the CITY. Failure on the part of a CONSULTANT to fulfill contractual obligations shall be considered just cause for termination of the AGREEMENT.

**Article 13: No Assignment:**

CONSULTANT shall not assign, sublet, sell, transfer or otherwise dispose of its interest in this AGREEMENT without the prior written approval of the CITY which shall not be unreasonably withheld.

This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

**Article 14: Nonwaiver:**

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.

**Article 15: Notices:**

All notices required or permitted under this AGREEMENT shall be in writing and shall be deemed sufficiently served if sent by First Class Mail addressed as follows, or such other address as they may designate in writing from time to time:

**To City:**

Amanda Smith  
Director of Water Quality  
City of Bangor  
73 Harlow Street  
Bangor, ME 04401

**To Consultant:**

Notice given in any other manner shall be deemed effective only when the written notice is actually received.

**Article 16: Disputes:**

Any disputes arising out of or in the course of this AGREEMENT which are not settled by mutual agreement of the parties must be settled by mediation or submitted to arbitration in accordance with the rules of the American Arbitration Association. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Maine.

**Article 17: Compliance with Law:**

CONSULTANT shall comply with all applicable Federal, State and local statutes, ordinances and regulations in its performance hereunder. CONSULTANT agrees to amend this AGREEMENT, if necessary, to comply with such law or regulations.

**Article 18: Extent of Agreement:**

This AGREEMENT, with its Exhibits, represents the entire and integrated AGREEMENT between the CITY and CONSULTANT and supersedes and replaces all terms and conditions of any prior AGREEMENTS, arrangements, negotiations, or representatives, written or oral with respect to this AGREEMENT. This AGREEMENT may only be modified by written agreement of both parties.

**Article 19: Changes:**

The CITY may order changes in writing in the specifications within the general scope of the Order. If the changes involve an increase or decrease in the cost of or time required for performing the work, the CONSULTANT shall so advise the CITY in writing and an equitable adjustment in costs or schedule will be negotiated. As a condition to any increase in the cost of the work, the CONSULTANT shall submit in writing adequately documented costs incurred for any authorized change for review, evaluation and approval by the CITY.

**Article 20: Cost Records and Accounting for Additional Services:**

CONSULTANT shall keep accounts, books and other records of all its billable charges incurred in performing services to the CITY and shall itemize and submit its billings to the CITY in such a manner as the CITY may reasonably direct.

If no such direction is given, CONSULTANT shall maintain books and accounts of chargeable costs in accordance with generally accepted accounting practices consistently applied, and in such a manner as to permit verification of all entries made. For three years from final payment under this AGREEMENT, CONSULTANT shall preserve all such books and records, and shall upon three day's written notice make such records available to the CITY for purposes of verifying the costs chargeable under the AGREEMENT.

**Article 21: Compensation:**

The CONSULTANT will submit invoices for payment after work is performed. Payment for services will be due within thirty (30) days of the billing date and will be made in accordance with the CITY's normal invoice payment. All work will be billed at the amount listed in the CONTRACTOR's proposal form, as referenced in Article 1.

**Article 22: Authority to Execute:**

This AGREEMENT contains all the terms, conditions and provisions pertaining to the work, there being no other understandings, agreements, warranties either express or implied, relative to the AGREEMENT that are not fully expressed herein.

**IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be executed on the day and year first above written.

Witness:

City of Bangor (CITY)

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David Little, Finance Director

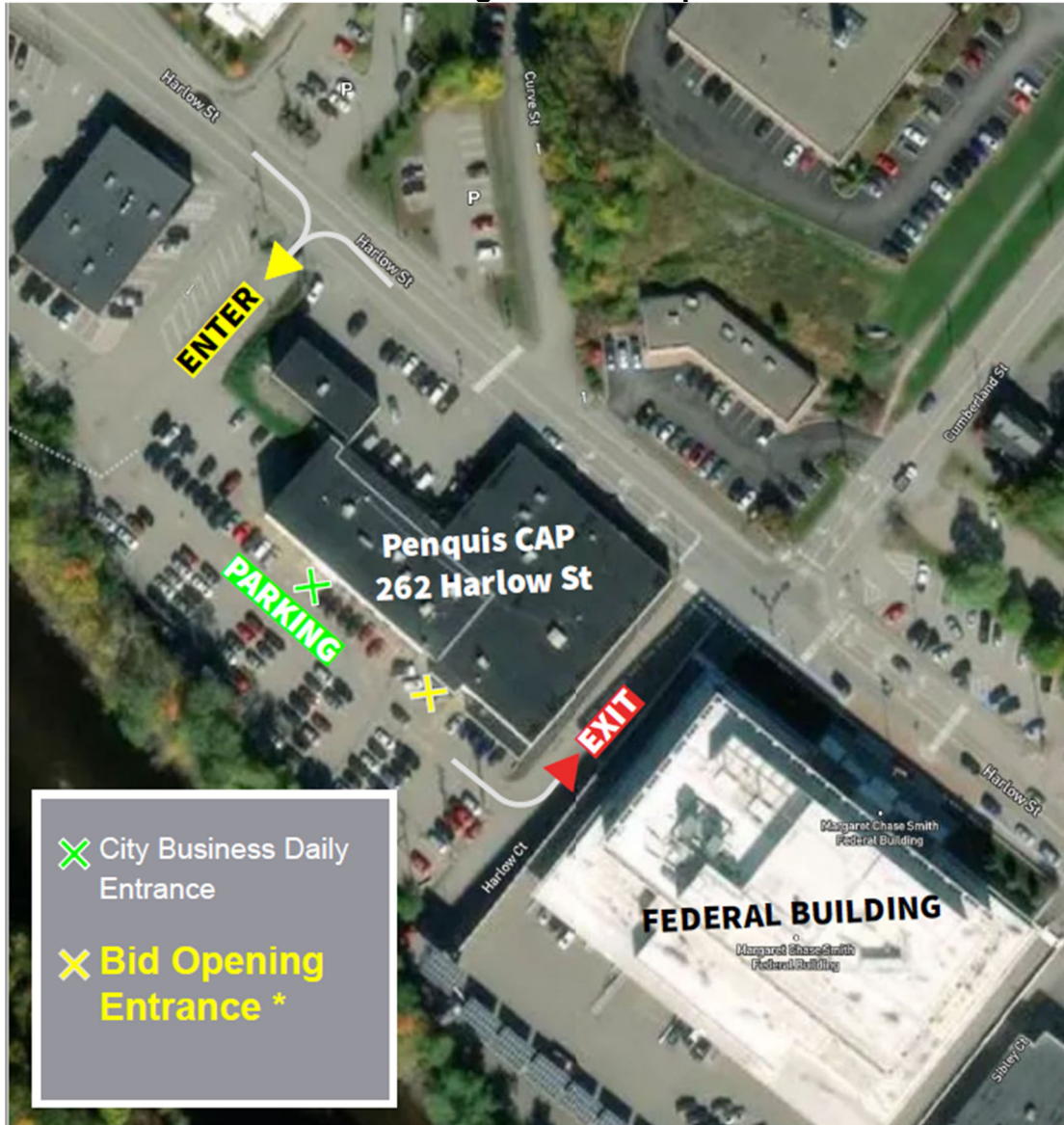
Witness:

Engineering Consultant (CONSULTANT)

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## APPENDIX A Meeting Location Map



\* From Harlow Street, drive around to the back of the Penquis building (one-way traffic in parking lot). To the right, enter through glass vestibule door (yellow “X” on map above) and once in there, to the right, there is another glass door marked “Meeting Entrance”. Go to the end of that hallway and take a slight left. The room marked “Penobscot Conference Room” is the temporary Council Chambers location where Bid Opening meetings are held. “Meeting Entrance” door will be opened 10 minutes prior to the scheduled meeting time.



## Bid Form

### CITY OF BANGOR

Perry Road Pump Station-Kmart Pump Station  
Evaluation  
Proposal No. P24-38

**Bid Deadline:**  
**2:00 P.M., Wednesday,**  
**March 13, 2024**

***Notes: This Bid Form must be submitted for bid proposal. Failure to comply with the above may result in disqualification.***

<b>Business Name:</b>	
<b>Contact Name/Title:</b>	
<b>Street Address:</b>	
<b>City, State Zip</b>	
<b>Telephone Number:</b>	
<b>Email Address:</b>	

Item	Description	Total
1	Evaluation of Perry Road and Kmart Stations Total:	\$