

PLANNING SERVICES FOR DEVELOPMENT OF AN
OPEN SPACE PLAN
BRIDGTON, MAINE

JULY 21, 2022

INTENT TO SUBMIT: AUGUST 1, 2022
QUESTIONS DEADLINE: AUGUST 8, 2022
SUBMISSION DEADLINE: AUGUST 16, 2022, 3:00 PM

Overview

The Town of Bridgton is soliciting proposals from qualified consultants interested in providing planning services in support of developing an open space plan. The scope of the project is to draft an open space plan that will act as a guide to elected and appointed town leadership by identifying high priority areas and properties to protect, acquire or use for recreational purposes. The project scope also includes providing land stewardship guidance for existing open space lands, identifying opportunities to expand connectivity between open space assets and neighborhoods, as well as outlining programs, ordinances, and partners that could be instrumental in securing the future of the identified high priority areas.

Motivation

In recognition of the Town's economic reliance on natural resource based economies (i.e. tourism and outdoor recreation), forecasted commercial and residential development needs, trends, and pressures in Southern Maine, and in anticipation of impacts of a changing climate and natural resource disturbances, the Town of Bridgton seeks the development of an open space plan to help guide and prioritize future opportunities for open space preservation, recreation access, and habitat adaptation/resilience methods. The open space plan will serve as both a stand-alone planning document and as the primary information tool for natural resource management and resilience strategies expected to be adopted in a future Comprehensive Plan (anticipated for 2024).

Background

Bridgton Demographics

The Town of Bridgton's population has been growing consistently since the 1970s. Bridgton had 2,967 people in 1970 in comparison to an estimated population of 5,416 today. As of the 2010 census, Bridgton's total population was 5,210 people. The 2010 statistics place Bridgton as the 60th largest municipality in Maine, between the neighboring communities of Bar Harbor (5,527) and Paris (5,133). Based on the total increase in population between 2000 (4,883) and 2010 (5,210) Bridgton is growing at a rate of 5-10% every year. Most of the population increase can be explained by growth in individuals retiring to their seasonal homes. Recently Bridgton has seen rapid influx due to the pandemic as folks of all ages have fled urban areas for a more rural setting and more affordable housing options compared to surrounding areas.

Prior Planning and Strategies

In 2014, the Select Board adopted the Town's current Comprehensive Plan. That Plan identified land use and the economy as top priorities and recommended careful planning in these areas as the best way to "protect our water quality and natural resources." The Plan also identified several areas of privately owned open space land currently subject to development pressures and concluded that "Bridgton has natural resources, including lakes, mountains, and open spaces that enhance the quality of life, provide recreational opportunities, and create value as a tourist destination...programs must be strengthened and maintained to continue to protect the town's natural resources." The following are examples of goals and strategies in the 2014 plan related to open space and natural resource protection:

- Goal 4-1-2-1, To ensure renters and campers return to the area every year.
 - Strategy 4-1-2-1-3 Work with interested for-profit and non-profit parties and individuals to develop public recreational activities targeted to enticing tourists and providing a positive experience for them.
- Goal 6--1-1-7, To preserve a balance of agriculture and forest resources as future development occurs.
 - Strategy 6-1-1-7-1 Encourage cooperation among organizations and landowners to establish an open space protection program, including woodlands and farm fields.
 - Strategy 6-1-1-7-2 Encourage the preservation of land with prime agricultural soils and forest resources by encouraging clustering of residential uses.
 - Strategy 6-1-1-10-1 Assess the adequacy of public access to lakes and ponds, recommending additional launching sites or public beaches as appropriate.

The Comprehensive Plan recognizes tourism as the town's "most consistent economic sector" that exists "because of the beauty of the lakes, mountains and streams of Bridgton and the Lake Region area." The plan anticipates that the community has a responsibility to protect outdoor recreation experiences that support the tourism sector.

As it relates to water bodies and forests (the Town's two most critical natural resources), the Plan identifies eleven water bodies in town that are most at risk from new development and also identifies that access to forests and open space areas for recreational uses is a growing issue. Recognizing that the local economy depends on the conservation of these resources and adequacy of public access, which "will need to be continually accessed," the Plan recommends that the Town "plan now to reserve land for recreational and other uses before particular valuable tracts are bought up or real estate prices become prohibitive." The Plan summarizes that "the fact that the town's economy is tied so closely to these resources gives added impetus for proper management."

Reference Plans / Studies and Other Related Reports

Town of Bridgton 2014 Comprehensive Plan
Lake Region Green Print
Pondicherry Park Management Plan
List of Town Owned Properties
Bridgton Economic and Market Analysis
Bridgton Economic Development & Downtown Revitalization Plan

Project Goals

If successful, the Open Space plan will:

- Identify open spaces, forests, riparian habitat, and agricultural lands important to the residents of Bridgton for their capacity to provide a range of ecological and public services including but not limited to climate change resilience, public recreation access, economic sustainability, rural aesthetic, habitat protection, water quality;
- Establish a town wide strategy for land conservation and preservation;
- Plan for establishing new or formalizing existing access to passive recreational areas and balancing public access and types of uses with sustainable management practices;
- Plan for formalizing links to and between new and existing assets to ensure access from residential and workplace areas townwide;
- Guide and prioritize capital investments and identify funding opportunities including public/private partnerships; and
- Be a tool for coordinating townwide projects, policies, and programs related to open space and recreation.

Through this RFP, the Town is requesting qualified consultants submit recommended approaches to develop an Open Space Plan. A final scope of work will be negotiated with the selected consultant based on responses to this RFP.

Project Budget

Funds for this project have been secured by a grant from the Maine Governor's Office of Policy Innovation and Future. The expectation is that this work can be done for less than \$45,000 to include investment in communication and engagement with citizens.

The final budget and scope of services will be negotiated with the selected firm.

Submission Information

All consultants interested in submitting a proposal must provide a written notice of their intent to submit an RFP to the Community Development Department by **4:00 p.m. on August 1, 2022**. The notification of intent must include the name, address, telephone number and email of the project manager responsible for the RFP submission. The purpose of this notice is so that the Town can ensure that all potential respondents are included on any updates or modifications to this RFP and answers to questions submitted by the questions deadline. Notifications of Intent will be accepted by Victoria Hill at vhill@bridgtonmaine.org

To be considered, proposal submissions must include four (4) hardcopies and one (1) digital copy of the complete submission packet in a searchable PDF format. All submissions must be received by the Community Development Department by **3:00 p.m. on August 16, 2022**. No late submissions will be considered.

This RFP is also available on the Community Development Department page on the Town's website <https://bridgtonmaine.org/community-development/> or by contacting Victoria Hill in the Community Development Department at vhill@bridgtonmaine.org.

Scope of Services

The selected consultant(s) will be expected to have the technical ability to successfully complete the list of tasks described in this section. This list may be altered based on consultant recommendations as part of the contract negotiation process with the firm(s) selected by the Town of Bridgton.

Task 1: Project Meetings

- Develop a suggested meeting schedule with key municipal staff for progress updates. The proposal should specify the total number of project meetings and type (in-person or conference call) for the duration of the project.
- Present and facilitate a discussion with the Community Development Advisory Committee to review draft and final Plan recommendations.
- Prepare a presentation for the Board of Selectmen to present the plan for final adoption/approval.
- Selected consultant will be responsible for taking and maintaining meeting notes at each step in the process.

Task 2: Existing Plans & Conditions

- Recommendations in the existing plans should be reviewed and addressed where appropriate in the Open Space Plan.
- Inventory Town's existing public and private open space lands and develop a GIS dataset based on inventory.

Task 3: Public Participation

- Develop a public outreach and plan, including a suggested meeting schedule. The selected consultant should anticipate organizing at least one community meeting early in the process. Community Development staff are available to assist with public meetings.
- Develop summaries of public input.

Final Deliverables

- One (1) electronic copy of all meeting summary highlights and notes.
- One (1) electronic copy of final Open Space Plan for Town Council action in both PDF and MS Word format.
- Maps and supporting map data provided in GIS format compatible with ArcMap 10 and should be referenced to the coordinate system in Maine State Plane, NAD83 with units in feet.
- All information, data, documents, photos, computer records, and other materials of any kind acquired or developed by the consultant pursuant to this project shall be the property of the Town of Bridgton.

Anticipated Schedule

- Release of RFP JULY 21, 2022
- Intent to submit notices from firms to Town AUGUST 1, 2022
- Questions/Clarifications deadline AUGUST 8, 2022
- Deadline for Submission of Proposals AUGUST 16, 2022
- Bid Opening **3:00PM** AUGUST 16, 2022
- Selection of Consultant AUGUST 23, 2022

*Note: The selection process may include interviews of one or more respondents. Expected date of Final Deliverables To be negotiated based on selected firm's proposal, with expectation of no more than six months from contract date

Submission Requirements

All RFP submissions must include the following information to be considered by the Town of Bridgton:

- General
 - Cover letter stating the firm's interest in the RFP.
 - Title page listing name of firm and contact information.
 - Table of contents.
 - Firm description or descriptions if different consultants will be teaming together.
 - Identify the project manager and members of the project team (if applicable) that will be assigned to this effort, including their qualifications and expertise.
 - Estimate the level of involvement for each staff member assigned to the Town.
- Project Understanding
 - Provide a statement (not to exceed 3 pages) summarizing how the consultant or project team is particularly qualified for this project.
 - Provide a narrative outlining the recommended approach to developing an Open Space Plan, including references to points of public contact related to the outreach, education and engagement detailed in Task 3 in the Scope of Work.
 - Suggest a reasonable schedule of work, including completion of the Final Deliverables.
- Comparable Projects
 - Provide a summary of projects similar in size and scope to this Open Space Plan project, including:
 - Reference name and contact information
 - Current status of the plan – in progress/draft complete/ordinance adoption date
 - Size and scale of the geographic area
- Cost Estimate
 - Estimated level of involvement of each staff member and their respective hourly rate.
 - Administrative costs including mileage, photocopying, etc.
- Any other information the firm(s) may wish to submit that demonstrates their ability to provide the highest level of service to the Town of Bridgton.

Note: The attached Agreement is for reviewing purposes and will only be completed with the selected bidder.

To be considered, proposal submissions must include four (4) hardcopies and one (1) digital copy of the complete submission packet in a searchable PDF format. All submissions must be received by the Community Development Department by **3:00 p.m. on August 16, 2022**. No late submissions will be considered. Submit PDF packet via email to Victoria Hill (vhill@bridgtonmaine.org).

Decision Process

The Town of Bridgton Community Development Office will review all applications received by the submission deadline. Based on its review of the RFP submissions, the Community Development Office may schedule interviews with one or more consultants or firms prior to finalizing a Scope of Work and contracting with a firm based on the review criteria listed below.

Selection Criteria

- Approach to conducting the tasks outlined in the scope of service 40%
- Qualifications, experience and performance (e.g., adherence to schedule and budget, quality of work) on similar types of project for consultant & project team members 40%
- Appropriateness of compensation rates and overall cost estimate 20%

Contract Term

The general term of the contract will be based on the Scope of Work to be negotiated with the selected firm. See Contract Agreement attached to this RFP below.

Please note that all materials developed as part of this project will become property of the Town of Bridgton.

Questions

Please note the deadline for submitting questions is August 8, 2022. Any questions pertaining to this RFP should be submitted in writing via e-mail to: Victoria Hill, vhill@bridgtonmaine.org. Responses to all questions will be emailed to all applicants who have submitted their intention to submit a response to this RFP.

Reservation of Rights

The Town of Bridgton reserves the right to reject any and all firms, decline to proceed with selection of any candidates, to request additional qualifications, and to make inquiries as may be necessary to verify qualifications.

Nothing in this document shall require the Town of Bridgton to proceed with any of the identified services stated in this request for information.

**AGREEMENT
BETWEEN TOWN OF BRIDGTON
AND
SELECTED CONSULTANT**

AGREEMENT made this _____ day of _____, 2022, by and between the **TOWN OF BRIDGTON**, a municipal corporation, located in the County of Cumberland and State of Maine (hereinafter the “**TOWN**”) and **SELECTED CONSULTANT**, a _____ corporation with a principal place of business located at _____ (hereinafter “**SC**”).

WITNESSETH

WHEREAS, the **TOWN** has set out in detail the objectives of its use of a Consulting Firm and the scope of the services that firm will be asked to provide in a Request for Proposal for **Open Space Plan Development Services** dated [DATE], a copy of which is hereby incorporated by reference into this Agreement as Exhibit A ; and

WHEREAS, **SC** submitted a written proposal dated [DATE] in response to that RFP, and a follow up memo dated [DATE], which details the negotiated scope of work, copies of which is hereby incorporated by reference into this Agreement as Exhibit B ; and

WHEREAS, the **TOWN** now wishes to engage **SC** pursuant to the terms of the RFP, the **SC** Proposal and the terms of this Agreement to serve as the Town’s consultant in developing an Open Space Plan;

NOW, THEREFORE, the parties do hereby agree as follows:

1. SERVICES

SC agrees to serve as the **TOWN**’s consultant in developing an Open Space Plan to implement the strategies of the Comprehensive Plan adopted in 2014 as further outlined in the Scope of Services section of Exhibit A, and to do so as reasonably required under prevailing professional standards and so to provide the **TOWN** with competent, timely and independent research advice and work product, and **SC** agrees to provide the same pursuant to the terms of this Agreement, including its Exhibits A and B. Any substantial change or addition to the Scope of Services shall be agreed upon in writing by the **TOWN** and **SC** and **SC** agrees to perform additional services, if any, at rates to be determined based on the nature of the services involved. Authorization of performance of any additional services shall be in writing, in advance, from the **TOWN**.

2. TERM OF AGREEMENT

The term of this Agreement shall be for the successful completion of the scope of services, or one (1) year from the date of its execution, whichever comes first.

3. PAYMENT

SC shall submit an invoice to the **TOWN** in the amount representing 50% of the cost for the services to be performed under this Agreement upon finalization of this Agreement, with the remainder to be invoiced upon receipt of **SC**'s final deliverable, as specified in the **SC** Proposal. **SC**'s invoice shall be paid by the **TOWN** within thirty (30) days of its receipt. The rates specified in the **SC** Proposal shall remain in effect for the duration of this Agreement.

4. PERSONNEL, INDEPENDENT CONTRACTOR

SC represents that it has, or will secure at its expense, all personnel required in performing its services under this Agreement. Such personnel shall not be officers or employees of the **TOWN**, nor have any contractual relationship with the **TOWN**. **SC**'s Project Manager hereunder shall be **[NAME]**, and any deletion or change in Project Manager shall be subject to the **TOWN**'s prior approval.

SC further agrees that, consistent with its status as an independent contractor, its personnel will not hold themselves out to be, nor claim to be, officers or employees of the **TOWN** by reason of this Agreement.

5. STANDARD OF PERFORMANCE

SC shall be, and remain, fully responsible to the **TOWN** for technical completeness, sufficiency and accuracy of all professional services furnished by or under this Agreement and shall, without additional cost or fee to the **TOWN**, correct and revise any errors or deficiencies in its performance as defined in the RFP and the **SC**'s proposal or otherwise agreed to by mutual consent as allowed for herein and shall pay the **TOWN** for any loss, damages, or costs, including attorney's fees, resulting from **SC**'s breach of this Agreement or incurred by the **TOWN** for the replacement or correction of any part of the work hereunder that is deficient or defective.

The **TOWN** shall provide **SC** with prior written notice of any errors or deficiencies in its performance prior to replacement or correction of any work and shall give **SC** a reasonable time under the circumstances to correct said error or deficiency.

6. TOWN'S REPRESENTATIVE

The **TOWN**'s Community Development Director, or his/her authorized designee, shall act as the **TOWN**'s representative in all dealings with **SC**.

7. DOCUMENTS

The **TOWN** agrees to furnish or provide access to **SC** to any information or material in its possession that is relevant to **SC**'s performance hereunder and **TOWN** staff will cooperate with **SC**. **SC** will not, without the **TOWN**'s written consent, disclose, or permit disclosure, by any officer, employee, or agent or subcontractor of **SC**, of any information or material furnished or generated under this Agreement.

All documents and reports developed under this Agreement shall become the property of the **TOWN** and be promptly delivered to the **TOWN** upon request. All working papers shall be and remain the property of **SC** but **SC** shall make said work papers available to the **TOWN** upon the **TOWN**'s request, and the **TOWN** shall be provided copies of any or all working papers upon request.

SC shall be responsible for the protection and/or replacement of any work or material in its possession, including materials provided to them by the **TOWN**.

8. INDEMNIFICATION

To the fullest extent permitted by law, **SC** shall defend, indemnify and hold harmless the **TOWN** and its officers, agents and employees from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense and attorney's 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, or (2) is caused in whole or part by any negligent act of omission of **SC**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Such obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the **TOWN** that otherwise exists. The extent of the indemnification provision shall not be limited by any insurance required under this Agreement.

9. INSURANCE

SC shall maintain and keep in full force and effect at all times during the term of this Agreement a policy of commercial general liability insurance and automobile liability insurance with an insurance company licensed to do business in the State of Maine, each in an amount not less than \$400,000, or such larger amount as needed to reflect changes in municipal liability exposure under the Maine Tort Claims Act, as amended from time to time; workers' compensation liability insurance with an insurance company licensed to do business in the State of Maine in the statutory amount, as amended from time to time; and professional liability insurance coverage with an insurance company licensed to do business in the State of Maine in an amount no less than \$1,000,000 per occurrence and in the aggregate. **SC** shall provide the **TOWN** with a copy of the certificate evidencing such insurance upon the commencement date of this Agreement and upon the anniversary of the commencement date of this Agreement thereafter. The Town shall be named as additional insured on the certificates of insurance for commercial general liability and automobile coverage.

10. TERMINATION

The **TOWN** may terminate this Agreement for cause by written notice of default to **SC**. In the event of such termination, **SC** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.

The **TOWN** shall have the right to terminate this Agreement at any time for its convenience on 30 days' prior written notice to **SC**. If Agreement is terminated by the **TOWN** for convenience, the **TOWN** shall pay **SC** for all work performed pursuant to this Agreement prior to receipt of such notice.

11. NO ASSIGNMENT

Neither party to the Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall **SC** assign any moneys due or to become due to it hereunder, without the previous written consent of the **TOWN**.

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

12. 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, the 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.

13. 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 **TOWN**: Community Development Office
3 Chase Street, Suite 1
Bridgton, ME 04009

To **SC**: [Selected Consultant]
[Address]
[City, State ZIP]
Attn: [TITLE]

14. COMPLIANCE WITH LAW

In its performance under this Agreement, **SC** will comply with all applicable federal, State of Maine, and local laws, including but not limited to all laws prohibiting discrimination in employment on the basis of race, color, religion, national origin, mental or physical handicap, age, gender or sexual orientation.

15. REMEDIES

Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims and other matters in question between the **TOWN** and **SC** arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction. This Agreement is made and shall be construed under the laws of the State of Maine except any law that purports to apply the substantive law of any other state or jurisdiction. Except as otherwise expressly agreed by the parties in writing, exclusive venue for any such civil action shall be in Maine Superior Court (Cumberland County).

IN WITNESS WHEREOF, the **TOWN OF BRIDGTON** has caused this Agreement to be signed by Robert A. Peabody Jr., its Town Manager, thereunto duly authorized, and **[Select Consultant, Inc.]** has caused this Agreement to be signed by **[NAME]**, its **[TITLE]**, thereunto duly authorized, the day and date first above written.

TOWN OF BRIDGTON [SELECTED CONSULTANT]

By: _____
Robert A. Peabody Jr Its Town Manager

By: _____
[NAME] Authorized representative of the SC

Print Name _____

Print Name _____

Date _____

Date _____