

CITY OF BREWER
Parks & Recreation Department
Facility Assessment for Renovation Prioritization
Request for Proposal (RFP)

Introduction

The City of Brewer Parks & Recreation Department is seeking proposals from qualified firms to conduct a comprehensive building study for the Joseph Ferris Community Center, located at 318 Wilson Street in Brewer. The objective of this study is to assess the current condition of the facility, identify areas requiring renovation, and prioritize these projects based on urgency, feasibility, and community needs. The facility was last renovated 25 years ago and serves as a critical resource for the community, offering community events and recreation programs for all ages.

Project Goals

1. Evaluate the current physical condition of the building and its systems (structural, mechanical, electrical, plumbing, etc.).
2. Identify code compliance issues, safety concerns, and accessibility deficiencies.
3. Provide recommendations for renovation projects with a prioritized action plan based on urgency, cost-effectiveness, and impact on operations.
4. Align findings with community long-term goals.

Scope of Work

The study will include, but is not limited to:

1. **Building Condition Assessment:**
 - Structural integrity.
 - Roofing, walls, and foundation.
 - Mechanical, electrical, and plumbing (MEP) systems.
 - Environmental considerations (e.g., asbestos, mold, or energy efficiency).
 - Facility security
2. **Code Compliance Review:**
 - Building codes and safety regulations.
 - Fire safety systems.
 - Accessibility and universal design standards.
3. **Cost Estimates:**
 - Preliminary cost estimates for recommended projects.
4. **Deliverables:**
 - Comprehensive report with detailed findings and recommendations.
 - Prioritized renovation project list with justifications and cost estimates.
 - Visual aids (e.g., drawings, photos, or diagrams) illustrating critical areas.

- Phased improvement plan with short and long-term upgrade recommendations.
- Three hard copies and one electronic/digital submission of the final report.

Budget Constraint

- The budget for this study is capped at \$50,000.

Proposal Submission Requirements

1. **Firm Background:** Provide an overview of your firm, relevant experience, and team qualifications.
2. **Project Approach:** Describe your methodology for the building study, typical sequence of work, role the City will play, and data analysis.
3. **Schedule:** Include a timeline for completing the study with key milestones.
4. **Budget:** Provide a proposed fee structure with itemized budget that aligns with the \$50,000 maximum.
5. **References:** Include at least three references from similar projects completed in the past five years.

Evaluation Criteria

Proposals will be evaluated based on the following:

1. Qualifications and experience of the firm and project team.
2. Understanding of the project scope and approach with facility familiarity.
3. Cost proposal and value in alignment with the \$50,000 budget cap.
4. Quality and relevance of past work.
5. Proposed timeline of study completion.

Submission Details:

Proposals shall be placed in a sealed envelope marked "FERRIS COMMUNITY CENTER FACILITY ASSESSMENT" and submitted to the City Manager's Office, Brewer City Hall, 80 North Main St, Brewer, ME 04412, on or before 2:00 pm Wednesday, April 30th, 2025, at which time they will be opened. Bidders are invited to attend the opening, which will take place in the Council Chambers at Brewer City Hall. A decision to award the bid will not be made at that time. Faxed and emailed bids will not be accepted. Please submit two hard copies of your proposal.

- **Questions:** Direct inquiries to Michael Martin, Director of Parks & Recreation at (207) 989-5199 or mmartin@brewermaine.gov.

Timeline

- RFP Issued: March 24, 2025
- Pre-Proposal Meeting: Thursday, April 10, 2025

- Proposal Deadline: April 30, 2025
- Selection of Consultant: May 13, 2025
- Project Start Date: May 21, 2025
- Final Report Due: September 16, 2025

Pre-Bid Meeting: The City will hold a pre-bid meeting at 10:00am on Thursday, April 10, 2025 at the Ferris Community Center, 318 Wilson Street. Attendance at this meeting is not mandatory; however, it is highly encouraged as it will provide an opportunity for bidders to ask questions and obtain clarifications regarding the project requirements. Bidders who choose not to attend the meeting will still be responsible for the information presented during the meeting. Any questions and answers from the meeting will be documented and made available to all potential bidders via an addendum.

Notices Regarding This RFP: To receive notices regarding this RFP, including addenda and changes to meeting times and deadlines, interested parties must email Parks and Recreation Director Mike Martin at mmartin@brewermaine.gov with their name and email address.

Questions: Questions regarding this RFP must be submitted by email to Parks and Recreation Director Mike Martin at mmartin@brewermaine.gov by Friday, April 18 at 4pm.

GENERAL CONDITIONS:

Right of Acceptance or Refusal: The City reserves the right to accept or reject any and all proposals, negotiate with selected vendors, and make the award as deemed to be in the best interest of the City.

Termination for Cause: If the Contractor fails to deliver any of the supplies, materials or services in a timely manner, abandons the work under the contract, fails to correct defective work or persistently fails to carry out its work in accordance with the Contract documents, or if the City shall be of the opinion that the performance of the work is unnecessarily or unreasonably delayed, or that the Contractor is executing the Contract in bad faith, the City, by written notice, may order the Contractor to stop the entire work, or any portion thereof, until the cause for such order has been eliminated. Should the Contractor fail to correct such default, or provide an explanation satisfactory to the City within five (5) business days after receipt of such notification, the City may terminate the contract. If the Contract is so terminated, the City may take over the performance of the work by contract or otherwise and the Contractor shall be liable to the City for any cost incurred by the City thereby. Such costs shall be deducted from any funds that may otherwise be due to the Contractor.

Termination for Convenience: The performance of work or services under the Contract may be terminated in whole or part, upon five (5) business day's written notice when the City determines, in its sole discretion, that such termination is in its best interest. The City shall be liable only for those goods and services satisfactorily furnished and completed prior to the effective date of such termination.

Suspension or Stoppage of Work: The City shall have the authority to suspend work of the Contractor, wholly or in part, for each period or periods as it may deem necessary due to unsuitable weather or such other conditions considered unfavorable for proper performance of the work, or for such time as is necessary to avoid interference with other City affairs. The Contractor shall not suspend or stop work which has been ordered by the City without first obtaining proper authority to do so.

Contract Changes: The City, without invalidating the Contract, may order written changes in the work consisting of additions, deletions or modifications of the services covered in the Contract sum and time being adjusted accordingly. All such changes shall be authorized in writing by the City Manager. Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change. The cost or credit to the City from a change in the work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon. Such work must be authorized, in writing, by the City Manager prior to starting extra work. The City Manager shall have authority to order minor changes in the work not involving an adjustment to the Contract sum or extension of time and not inconsistent with the intent of the Contract documents. Such changes shall be effected by a written change order.

Indemnification of the City: The Contractor shall indemnify and save harmless the City, its representatives, agents, officers and employees, from all suits, actions, liability, damages, expenses (including, but not limited to court costs and attorneys' fees), and demands for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent or wrongful act or omission, or failure to perform, of the Contractor, or the Contractor's, employees, servants, agents, or permitted subcontractors.

Compliance with Laws: The Contractor shall observe and comply with all federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold harmless the City, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor, the Contractor's agents or subcontractors. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance, and/or regulation and the Contract, the Contractor will so advise the City and the City will decide which law, ordinance, and/or regulation shall be followed.

Authority of the City Manager in Disputes: Any dispute concerning a question of fact arising under the Contract shall be decided by the City Manager who shall notify the Contractor in writing of the Manager's determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of its claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the Contract. The decision of the City Manager may be appealed to the Board of Appeals in accordance with Chapter 34 of the City of Brewer Code of Ordinances, "Board of Appeals of the City of Brewer."

Payment Schedule: Payment will be made in accordance with the Contractor's proposed and City-approved payment schedule, subject to satisfactory completion of deliverables and acceptance by the City.

Final Payment: The final invoice shall be submitted upon completion of all deliverables as outlined in the Scope of Work. Final payment will be contingent upon receipt and acceptance of the final report and all required project documentation.

Force Majeure: Neither party shall be liable for failure to perform due to circumstances beyond their control, including natural disasters, labor strikes, pandemics, or government actions.

Defective Supplies/Service: Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor.

Ownership of Documents All reports, drawings, plans, specifications, data, and other documents prepared or provided by the Contractor in connection with this project shall become the property of the City upon submission. The City shall have full rights to use, reproduce, and distribute these materials without restriction. The Contractor shall not use, publish, or release any project-related documents without prior written consent from the City.

Legal Requirements: All materials, equipment, supplies and services shall conform to applicable federal, state, and local laws and regulations.

Interpretation: Any questions concerning conditions and specifications shall be directed in writing to the City Manager. No interpretation shall be considered binding unless provided in writing by the City Manager. The execution of the Contract shall be prima facie evidence that the Contractor thoroughly understands the terms and specification.

Equal Employment Opportunity: During the performance of the Contract, the Contractor agrees to comply with all applicable federal, state and local laws relating to discrimination in employment.

Entire Contract: The Contract, which shall include this Request for Proposals, constitutes the entire Contract between the City and the Contractor, and the parties shall not be bound by any prior negotiations, representations or promises not contained herein.