



Merrimack Valley Planning Commission

Request for Proposal

Washington Landing Maritime Support Facility Project

Proposal Due Date: Wednesday, April 30, 2025, 12:00 P.M.

**Merrimack Valley Planning Commission
160 Main Street
Haverhill, MA 01830**

Telephone: (978) 374 - 0519

I. General Information and Proposal Submission Requirements

- A. Pursuant to M.G.L. Chapter 30B, Merrimack Valley Planning Commission (MVPC) is soliciting proposals from qualified Engineering/Design firms with demonstrable experience in providing Waterfront engineering, design and permitting services for the development of the Washington Landing Maritime Support Facility.
- B. The MVPC will host a pre-bid meeting to answer any questions about the Washington Landing Maritime Support Facility Project and this RFP. The briefing, scheduled Friday, April 4, 2025, at 1:00 P.M. will be held at the Washington Landing Maritime Support Facility, 18 Merrimac St., Amesbury, MA.
- C. Proposals will be submitted by 12:00 p.m., Wednesday, April 30, 2025, at which time they will be publicly opened. Postmarks will not be considered. Proposals submitted in any other form, including email and facsimile, will not be accepted as valid proposals.
- D. Envelopes containing sealed proposals will be accepted by the Merrimack Valley Planning Commission, 160 Main Street, Haverhill, MA 01830 until the time indicated. Chapter 30B requires that Price Proposals must be separate from Technical Proposals. Therefore, please make no reference to pricing in the Technical Proposal. Failure to adhere to this requirement will result in disqualification. It is the Bidder's sole responsibility to ensure that the proposal arrives on time at the designated place. Five (5) separate sealed envelopes, four (4) containing the Technical Proposal marked "Firm's Name - Technical Proposal" and one (1) containing the Price Proposal marked "Firm's Name - Price Proposal"
- E. The MVPC endeavors to expedite the award and execution of the contract documents. A selection committee will review and rate the proposals and may select Proposer(s) for final interviews prior to making recommendation for Contract award. It is the intent of the MVPC to award a Contract within forty-five (45) calendar days of the proposal opening.
- F. Questions concerning this proposal must be submitted in writing to Adrienne Lennon, Environmental Program Manager, alennon@mvpc.org before 5:00 pm, Wednesday, April 9, 2025. Questions may be mailed or emailed. Written responses will be emailed to all Proposers on record as having picked up/downloaded the RFP.
- G. If any changes are made to the Request for Proposal (RFP), an addendum will be issued. Addenda will be posted on the MVPC and Comm-Buys websites and will be emailed to all Proposers on record as having picked up/downloaded the RFP. Proposers shall be responsible for ensuring that all addenda are in receipt prior to proposal deadline. The MVPC will require acknowledgement of any addenda issued to be included on the Price Proposal form (Appendix A).
- H. After the proposal opening, a Proposer may not change any provision of the proposal in a manner prejudicial to the interests of the MVPC or fair competition. Minor informalities will be waived, or the Proposer will be allowed to correct them. If a mistake and the intended proposal are clearly

evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the Proposer will be notified in writing.

- I. The MVPC may cancel this RFP, or reject in whole or in part any and all proposals, if the MVPC determines that the cancellation or rejection serves the best interests of the MVPC.
- J. All proposals submitted in response to this RFP must remain firm for sixty (60) days following the proposal opening.
- K. A proposal must be signed as follows: 1) if the Proposer is an individual, by her/him personally; 2) if the Proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Proposer is a corporation, by the authorized officer.

II. Background and Scope of Work

- A. **Background:** The City owned parcel is known as Washington Landing and has served as the municipality's only public boat ramp facility since at least 1965. Named Washington Landing to commemorate President George Washington's landing in 1789, the location served as the Amesbury's landing location for the ferry that operated between what is now Newburyport and Amesbury from 1669 to 1792. This parcel has served as a public boat access for Amesbury residents since at least 1965. The facility was last improved in the mid 1980's with repaving of the parking area and the boat ramp.

The City seeks to redevelop the existing public boat ramp and parking area facility to provide consolidated maritime support service to its citizens. The project contemplates site improvements for a future permanent Harbormaster Office with public restrooms, new concrete public boat ramp, boat trailer parking, vehicular parking, floating dock with finger piers, accommodation for a future MeVa water shuttle, and other support services to Amesbury's existing marina operators and other recreational boaters. Refer to Appendix E: Washington Landing Maritime Support Facility Conceptual Plan for additional information.

The proposed project is expected to support and induce significant capital investments in the adjacent marina facility and other marinas along Amesbury's shoreline. Accordingly, with enhanced maritime support services, this project is intended to significantly expand Amesbury's job and tax base relating to recreational boating on the Merrimack River.

- B. **Scope of Work:** The Washington Landing Maritime Support Facility project considers four main capital improvements on the parcel to enhance public access. These are as follows:
 - 1. Replacement of the existing degrading asphalt boat ramp with a specialized concrete ramp.
 - 2. Addition of landside raised boardwalk area to support harbormaster operations, pedestrian access to the waterfront, and visitor access from the dock to the adjacent marina and restaurant.
 - 3. Installation of a gangway, floating dock, and finger piers to serves as a boat ramp facility and for transient vessels.
 - 4. Improvements to the parking area, including stormwater control treatment, and restoration of the living shoreline adjacent to the boat ramp.

III. Rule for Award

The City of Amesbury (CITY) shall award a contract to the most advantageous Proposer taking into consideration the price and technical proposals.

IV. Contract Term:

The term of the contract will be from June 1, 2025, through December 31, 2026.

V. Additional Contract Terms & Conditions

- A. The contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The proposal must comply with all Federal, State, and municipal laws, ordinances, rules and/or regulations.
- B. Purchases of goods and services by the MVPC or the City are exempt from the payment of Federal excise taxes and the Massachusetts sales tax, and any such taxes must not be included in the price computations.
- C. The successful Proposer will not be permitted to assign or underlet the contract, nor assign either legal or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the MVPC and the City.
- D. Verbal orders are not binding on the MVPC or the City and work done without formal Purchase Order or Contract are at the risk of the Proposer and may result in an unenforceable claim.
- E. All words, signatures and figures submitted on the proposal shall be in ink. Proposals which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities, or any prices which contain abnormally high or low amounts for any item, may be rejected as informal. More than one proposal from the same Proposer will not be considered.
- F. The selected Proposer will be required to sign a contract with the City in which they accept responsibility for the performance of services as stated in the submitted proposal and be prepared to commence work immediately upon execution of the signed contract
- G. All information acquired by the Proposer from the MVPC or the City or from others at the expense of the MVPC or the City in the performance of the agreement shall be and remain the property of the City. All records, data files, computer records, work sheets, and all other types of information prepared or acquired by the Proposer for delivery to the MVPC or the City shall be and remain the property of the City. The Proposer agrees that they will use this information only as required in the performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, or copy or reproduce the same in any form, except pursuant to the sole written instructions of the MVPC and the City. The Proposer

further agrees to return said information in whatever form it is maintained by the Proposer.

- H. Bidders are prohibited from communicating directly with any employee of the MVPC or the City except as specified in this RFP. Violation of these conditions will be considered sufficient cause by the MVPC to reject a Bidder's proposal.
- I. The City shall have unlimited rights, for the benefit of the City, in all drawings, designs, specifications, notes and other work developed in the performance of this contract, including the right to use same on any other City projects without additional cost to the City; and with respect thereto the selected Proposer agrees and hereby grants to the City an irrevocable royalty-free license to all such data which he may cover by copyright and to all designs as to which he may assert any rights or establish any claim under any patent or copyright laws. The Proposer shall not be responsible for changes made in the documents without the Proposer's authorization.
- J. The Massachusetts Supplier Diversity Office and the Division of Capital Asset Management and Maintenance have set participation goals for Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") participation on state construction projects and state-assisted construction projects. The current MBE and WBE participation goals for design awards is a combined 17.9%.
- K. Proposer's must submit complete responses to all of the information requested. Proposer's who do not respond to the entire content of this RFP may be disqualified. All Proposals become the property of MVPC. The MVPC has the right to disclose information in the Proposals once an award has been made.
- L. The selected firm will assume sole responsibility for the scope of services specified in this RFP. The MVPC and the City will consider only the selected Proposer as the sole point of contact with regard to contract matters, whether or not subcontractor(s) are used by the selected Proposer for one or more elements of the scope of services. Proposer's who intend to subcontract one or more elements of the scope of services shall identify those work elements to be subcontracted and the subcontracting firm(s). Subcontractor(s) shall not be substituted, nor any portions of the contract assigned to other parties after contract award, without prior written approval by the MVPC and the City.
- M. The MVPC will not assume any responsibility for costs incurred by respondents as part of the preparation and submission of the Technical and Price Proposals, nor for costs associated with the issuance of a contract.
- N. The selected contractor shall be solely responsible for all claims of whatever nature arising out of the rendering of professional services by the contractor during the term of this project, and the contractor shall indemnify and hold harmless City against the same to the extent permitted by law. The selected contractor will be required to provide statements of insurance acceptable to City prior to execution of a contract, with City being listed as an additional insured party for general liability and motor vehicle coverage. Proposer's shall indicate their ability to provide proof of coverage for the following insurance requirements:
 - i. General Liability coverage of \$1 million per occurrence and \$2 million in the aggregate;

- ii. Motor Vehicle Liability coverage of \$1 million combined single limit;
 - iii. Professional Errors and Omissions coverage of \$1 million. The selected Bidder is required to provide Errors and Omissions Insurance on all design work other than planning studies. [M.G.L. c. 7, §38H(f)], Liability insurance and must be willing to name the City of Amesbury as an additional insured. The minimum amount of Errors and Omission Insurance is 10 percent of the estimated construction cost or \$1 million, whichever is less. The Awarding Authority may choose to increase this requirement; and,
 - iv. Workers Compensation coverage
- O. The performance and payment obligations of the City will be subject to appropriation or availability of funds. If the City should not, for any reason at any time appropriate or otherwise make available funds to support continuation of performance in any fiscal year succeeding the first year, the City will cancel any contract pursuant to this RFP without penalty to the City upon thirty (30) days written notice to the successful Proposer.
- P. If at any time the successful Proposer fails to fulfill or comply with any of the requirements of this proposal/contract, the MVPC and the City, at its option, can terminate this contract upon thirty (30) days written notice to the firm.
- Q. The selected Proposer must indemnify the City for any damages that are the result of its negligence or that of its employees.
- R. Reports and materials developed by the successful Proposer's under a contract that may result from this RFP are considered public information and may not be copyrighted.
- S. All information presented in this RFP, including information disclosed by the MVPC and the City during the proposal process, is considered confidential. Information shall not be released to outside parties and the RFP shall not be discussed with anyone at the MVPC and the City, other than the known participants, without written consent of the MVPC. A Proposer shall not discuss his/her proposal with another proposer.
- T. The City is an Affirmative Action/Equal Opportunity Employer in its programs and activities and encourages proposals from qualified minority, women-owned, and disadvantaged business enterprises. The contractor shall be selected without regard to race, color, sex, age, religion, political affiliation, or national origin.

VI. Comparative Evaluation Criteria

The following Comparative Evaluation Criteria will be applied to all eligible Technical Proposals submitted. Each criterion will be rated Highly Advantageous, Advantageous, or Not Advantageous.

Comparative Criteria	Highly Advantageous	Advantageous	Not Advantageous
Organization, completeness, and clarity of proposal.	Includes all submission requirements provides concise narrative regarding the project.	Includes all submission requirements and demonstrates thoroughness of preparation.	Includes the minimum submission requirements.
Firm's experience in providing waterfront engineering, design and permitting services for projects of similar scale and site conditions.	Experience in providing required services and completion of five (5) or more similar projects.	Experience in providing required services and completion of three (3) to four (4) similar projects.	Experience in providing required services and completion for less than (3) similar projects.
Firm has a solid understanding of the goals, objectives, and design requirements for the project.	Clearly understands and responds to City's and other jurisdictional agency's requirements, project goals, objectives, and design intent.	Addresses project goals, objectives, and design requirements.	Limited response to project goals, objectives, and design requirements.
Firm provides a schedule that identifies project tasks and roles of project participants.	Narrative clearly articulates project milestones and deliverables to design and permit project, and associated roles of consultant and City staff.	Provides a project schedule that states expected project milestones, dates, deliverables, and roles of participants.	Offers a limited project schedule that outlines anticipated dates and deliverables.

VII. RFP Schedule

Event	Time / Date
Pre Bid Meeting	Friday, April 4, 2025, at 1:00 PM
Question Deadline	Wednesday, April 9, 2025, at 5:00 PM
Proposal Due Date	Wednesday, April 30, 2025, at 12:00 PM

VIII. Interviews

Interviews may be required at the MVPC's discretion after review of the technical proposals. Proposers will be provided with advance notice of at least five (5) working days. Presentations should not exceed forty (40) minutes in length, with twenty (20) minutes for a question and answer period.

IX. Proposal Submission Requirements

- A. **Technical Proposal Package**: All proposers shall submit a Technical Proposal in strict accordance with the submission requirements listed below. Any firms failing to provide all of the submission requirements will be considered "not responsive" and the proposal may be rejected without further consideration.
- B. The information submitted must include the following items:
1. Cover Letter. A cover letter signed by an authorized officer of the firm, binding the firm to all of the commitments made in the Proposal. The cover letter should concisely summarize the distinctive attributes of the respondent firm to execute the scope of services, answering the question: "Why should the City select your firm?"
 2. A statement of the Proposer's understanding of the project.
 3. The name, title, phone number, fax number, e-mail address, and street address of the person in the organization who will answer questions about the proposal.
 4. Highlights of the Proposer's qualifications and ability to perform all phases of the contract as described in this document.
 5. A brief description of the roles of the Proposer and the subcontractors, if any subcontractors are proposed.
 6. Letter of Transmittal must be signed by an individual authorized to bind the Proposer contractually.
- C. Executive Summary. This section should include a brief executive summary of the proposed services providing engineering, design and permitting services for the Washington Landing Maritime Support Facility Project.
- D. Company Overview. Provide the following information about the Proposer and any proposed subcontractor:
1. The firm's name, e-mail address, business address, phone number and fax number
 2. The year the firm was established and any former names of the firm.

3. The type of ownership, parent company, and organizational structure.
 4. A description of the company's primary business areas and number of employees.
 5. A listing of the firm's licensing to do business in the Commonwealth of Massachusetts.
 6. The location of the office or offices that would provide the project services.
 7. A brief statement of the firm's background, demonstrating longevity and financial stability.
- E. Summary of Qualifications Please provide a summary of qualifications.
1. Basic information about the firm.
 2. Whether the Proposer's team is local, regional, or national (or a combination).
 3. Capabilities/qualifications of key team members, summarizing the qualifications, education and relevant professional experience of all team members, including technical capabilities.
 4. Organizational structure of program team.
 5. Description of efforts proposed to meet the MBE/WBE goal requirements.
- F. Summary of Similar or Relevant Projects: In the descriptions of each project, the Proposer should indicate its role (lead/sub), what deliverables it was primarily responsible for, and a description on the processes or tools used to accomplish the work. There is no limit to the number of projects that may be included, but respondents are encouraged to consider quality over quantity of included projects.
- G. Proposed Approach and Schedule: The Proposer should list the tasks it proposes to complete and proposed schedule for CITY review. The schedule may be high level, indicating how long each task will take by number of weeks, or may be more structured.
- H. Professional References: Provide at least three client references from prior similar projects. Include contact name, organization and current telephone number – Appendix C.
- I. Include within the Technical Proposal one electronic version of the Technical Proposal on a Flash Drive.

B. **Price Proposal Package:**

1. All Proposers will submit a Price Proposal in strict accordance with the submission requirements. Any Proposer failing to provide the following submission requirement will be considered "not responsive" and the proposal may be rejected without further consideration.
2. The information submitted must include the following items
 - a. Price Proposal - Appendix A.
 - b. Acknowledgment of Addenda: Each Proposer shall acknowledge the receipt of any addenda on their Price Proposal.

Appendix A Price Proposal

Please provide a schedule of cost for the following categories.

Task	Cost
1. The replacement of the boat ramp (including adding stormwater treatment);	
2. The addition of landside boardwalk area to support the harbormaster office and access to the boat ramp;	
3. Installation of a gangway, floating dock, and fingers for the boat ramp facility and for transient vessels;	
4. Improvements to the parking area and restoration of the living shoreline adjacent the boat ramp	
Other Costs	
Project Administration/Management	

This RFP includes addenda numbered ____.

Name of bidding company _____

Address _____

Signature of Company Official _____

Printed Name of Company Official _____

Title of Company Official _____

Phone number _____

E-Mail _____

Date _____

Appendix B Certifications

NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

TAX COMPLIANCE

Pursuant to M.G.L. Chapter 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractor(s), and withholding and remitting child support.

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of: _____
(Jurisdiction)

The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, & 39L, and with the requirements of M.G.L. c. 181 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Signature of Authorized Company Official

Print Name

Name of Firm

Appendix C
Professional References

Projects	Contact	Phone Number

Name of Firm

Washington Landing Maritime Support Facility

(For informational purposes only: This contract will be completed by the CITY at time of award.)

This agreement is made and entered into this ___th day of ____, 2025 by and between the CITY OF AMESBURY ("the CITY"), a municipal corporation and existing under the laws of the Commonwealth of Massachusetts, and _____, a ☐ corporation duly organized and existing under the laws of the Commonwealth/or ☐ as a D/B/A duly registered at: _____ ("The CONTRACTOR").

ARTICLE I. DEFINITION: "THIS CONTRACT" as used herein shall mean that these Articles of Agreement and "the qualification documents," which include without limitation, the instructions to Bidder, the Contractor's qualifications or proposal, the specification, terms and conditions, requirements, the applicable addenda, any final documents representing negotiated terms, and all documents and forms submitted with the Contractor's proposal or proposal

ARTICLE II. SCOPE: The Designer will provide comprehensive plans and specifications for the Washington Landing Maritime Support Facility.

Designer services for both projects will include complete design services: site investigation, schematic design, design development, construction documents, independent cost estimating, bidding, public representation, construction administration and supervision, state, and all other code compliance and building commissioning and close-out. Work will be completed as funding becomes available.

The preliminary design phase shall include evaluating alternative designs, preparing preliminary design documents, necessary field inspection and survey for design purposes, and project cost estimates.

The final design phase shall include conducting a survey for design, preparing final drawings and specifications, preparing bid documents, filing applications for permits and approvals from applicable governmental authorities, and preparing revised project cost estimates.

Bid phase services shall include assisting the City in issuing addenda and assisting City in evaluating bids.

ARTICLE III. KEY PERSONNEL: The names and time commitment of the staff committed to the project on a full-time basis is outlined in Appendix A – Key Personnel.). No substitutions may be made without the City's written approval.

ARTICLE IV. DURATION. The Contractor shall commence the performance of THIS CONTRACT on or as soon thereafter as this agreement is fully executed and end on _____.

ARTICLE V. TERMS. The CONTRACTOR agrees to furnish and deliver services, to the CITY in accordance with the proposal documents of _____ (qualification opening date).

TOTAL CONTRACT VALUE: \$ _____ U.S. Dollars.

ARTICLE VI. PAYMENT. The CITY agrees to pay to the CONTRACTOR the sum set forth in the Contractor's proposal. Payments will be linked progress, such as the completion of designated milestones. The cost of redesign if the plans are unsatisfactory or if the construction bids exceed either the cost estimate or the available appropriation will be negotiated in final contract. In addition, the designer will not receive any extra payments for additional work that should have reasonably been anticipated by the designer.

ARTICLE VII. TERMINATION. The following shall constitute events of default under THIS CONTRACT requiring immediate termination: a) any material misrepresentation made by the CONTRACTOR, b) any failure by the CONTRACTOR to perform any of its obligations under THIS CONTRACT including, without limitation, the following: (i) failure to commence performance of THIS CONTRACT at the time specified in THIS CONTRACT due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to commence performance of THIS CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of

THIS CONTRACT within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to commence performance of THIS CONTRACT in a manner reasonably satisfactory to the CITY, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the CITY as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of THIS CONTRACT, including without limitation, the provision of insurance and nondiscrimination, and (vii) any other acts specifically stated in THIS CONTRACT as constituting a basis for termination of THIS CONTRACT.

ARTICLE VIII. DAMAGES. From any sums due to the CONTRACTOR for materials, supplies or equipment delivered, the CITY may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the CITY as a consequence of purchasing materials, supplies or equipment as a result of any event of default, failure, omission or mistake of the CONTRACTOR in furnishing or delivering materials, supplies or equipment as provided in THIS CONTRACT.

ARTICLE IX. ERRORS AND OMISSION INSURANCE. The minimum amount of required insurance is 10 percent of the estimated construction cost or \$1 million, whichever is less. The awarding authority may choose to increase this requirement. The designer must provide the City with a certificate of insurance coverage prior to contract award.

ARTICLE X. RIGHT TO USE DOCUMENTS. The City shall have unlimited rights, for the benefit of the City, in all drawings, designs, specifications, notes and other work developed in the performance of this contract, including the right to use same on any other City projects without additional cost to the City; and with respect thereto the Designer agrees and hereby grants to the City an irrevocable royalty-free license to all such data which he may cover by copyright and to all designs as to which he may assert any rights or establish any claim under any patent or copyright laws. The Designer shall not be responsible for changes made in the documents without the Designer's authorization, nor for the Division's use of the documents on projects other than the Project, unless this is a contract for design services for a master plan or prototype.

ARTICLE XI. CONFLICT. In the event there is a conflict between these Articles and the proposal documents, the proposal documents: _____, shall supersede these Articles.

ARTICLE XII. FUNDING, GOVERNING LAWS AND ORDINANCES. THIS CONTRACT is made subject to: the availability of funds, all the laws of the Commonwealth of Massachusetts and the ordinances of the CITY, and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of THIS CONTRACT shall not be affected) and such law or ordinance shall be operative in lieu thereof.

ARTICLE XIII. EQUAL OPPORTUNITY. The CONTRACTOR in the performance of all work under THIS CONTRACT will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental equipment. The CITY may cancel, terminate or suspend the contract in whole or in part for any violation of this Article.

ARTICLE XIV. ASSIGNABILITY. The CONTRACTOR shall not assign, sell, subcontract or transfer any interest in THIS CONTRACT without prior written consent of the CITY. This AGREEMENT and any document referenced and incorporated herein or attached represent the ENTIRE CONTRACT and shall only be modified by written addendum between the Parties.

IN WITNESS WHEREOF, the parties have hereto and to two other identical instruments set their hands and seals the day first above written.

Approved as to Form:

City of Amesbury:

For the Contractor

Appendix A
Key Personnel

Title	Name	Phone
Project Manager		
Senior Staff		
Sub-consultants		

Appendix E

Washington Landing Maritime Support Facility Conceptual Plan

