

## **TOWN OF ROCKPORT, MAINE**

### **Request for Proposals**

#### **Rockport Common**

Date of Issuance: February 11, 2026

Bids Due: April 3, 2026

LWCF Grant Project Number: 23-00933

## **REQUEST FOR PROPOSALS**

### **SUMMARY**

The Town of Rockport, Maine is requesting sealed bids for construction services for the Rockport Common project. This project entails the construction of a new public park in Rockport Maine on the site of the former Rockport Elementary School on West Street. This project was made possible through a philanthropic gift to the Town of Rockport from the Leshner Family Foundation. This Request for Proposals combines the previously separate Phase 1 (earthwork and utility infrastructure) and Phase 2 (park structures and features) into a single construction contract and Request for Proposals. The selected contractor will be responsible for all elements of park construction, except for the proposed Fieldhouse, Pavilion, and Shade Structures. Procurement and construction of the Fieldhouse, Pavilion, and Shade Structures shall be under a separate process and contract(s).

Complete bidding requirements, including this Request for Proposals, Instructions to Bidders (Section 00 21 13), Bid Form (Section 00 41 13), and other Contract Documents, are available as part of the Project Manual and must be used without exception. Bids that do not comply with the Project Manual may be rejected by the Owner.

**Communication** - All questions must be submitted in writing to Tandem Landscape Architects at [info@tandemland.com](mailto:info@tandemland.com)

### **DEFINITIONS**

- **“Owner”**: Town of Rockport, Maine.
- **“Grantor”**: Leshner Family Foundation.
- **“Landscape Architect”**: Tandem Landscape Architects, LLC.
- **“Bid”**: The complete and properly signed submission of all documents required by this Request for Bids.
- **“Bidder”**: The individual or entity submitting a Bid.
- **“Contractor”**: Upon execution of a contract with the Owner, as defined in the AIA A101, as executed.
- **“Work”**: As defined in the AIA A101, including all labor, materials, equipment, supervision, and incidentals required to complete the project as described in the Contract Documents.

- **“LWCF Funded Portion”:** All Work **except** the following:
  - Site Demolition and Mobilization
  - Utilities
  - Basketball Court
  - Skate Park
  - Parking Lot
  - Curbing
  - Entrance/Park Signage
  - Street Trees
  - Any portions of the work, not limited to the items listed above, that are located outside of the LWCF boundary (see drawings). These are mostly landscaping, paving and site features along Rt. 1 and West Street.

## 1. Project Information

- a. **Project Description** - The Contractor shall furnish all labor, materials, equipment, supervision, and incidentals required to complete the Work as described in the Contract Documents. The scope of Work includes, but is not limited to, the following major components:
  - i. **Permits and Reviews** - The Contractor shall be responsible for securing and paying for all permits required to perform the work, including excavation permits and utility connection fees. Failure to obtain required permits does not relieve the Contractor from timely performance of the Work.
  - ii. Earthwork and Grading: Full site grading and subgrade preparation.
  - iii. Erosion and Sedimentation Control: Installation and maintenance throughout construction.
  - iv. Site Utilities: Installation of electrical service, stormwater infrastructure, and water utilities.
  - v. Paving and Surfacing: Concrete walkways, paved plaza and stage areas, accessible paths.
  - vi. Site Features: Construction of retaining walls, stairs, and skate features.
  - vii. Playground and Recreational Features: Installation of play surfaces, slides, swings, and play structures.
  - viii. Landscaping and Planting: Placement of loam, seeding, and planting of trees and shrubs.
  - ix. Furniture and Fixtures: Installation of benches, picnic tables, lighting, bike racks, fencing, and other amenities.
  - x. Coordination with Fieldhouse and Pavilion Contractors: Ensure utility alignment and site coordination.

## 2. Terms and Conditions

- a. **Owner's Rights** - The Owner reserves the right to reject any or all bids, waive minor informalities, request clarifications, re-bid, negotiate with a successful Bidder, or request further information prior to making a decision.
- b. **Proposed Contract and Exceptions to Bid** – The proposed contract between Owner and the Contractor is included in the Project Manual. The successful Bidder shall execute the proposed contract substantially in the form included in the Project Manual, subject only to Section 2(a) below. Bidders are expected to review these documents in full prior to submitting a Bid.
  - i. Any exceptions to the proposed contract, specifications or conditions of included in Bidder’s Bid must be clearly stated in writing on a separate sheet of paper labeled “Exceptions to Bid Provisions” and attached to the bid.
  - ii. If no exceptions are stated, it will be understood that all conditions will be complied with.
  - iii. Owner reserves the right, in its sole discretion, to reject any Bid that contains an exception without further review or evaluation.
- c. **Bid Validity Period** - Bids must remain valid and subject to acceptance for a minimum of sixty (60) days following the date of submission.
- d. **Ownership and Public Record of Bids** - All Bids submitted shall become the property of the Owner and will not be returned. All Bids are considered public documents and are subject to public inspection.
- e. **Availability of Funds** – The Owner’s budget for this Project is \$2,500,000 but its obligations under any resulting contract are contingent upon the timely disbursement of funds from the Grantor and the Land & Water Conservation Fund. The Owner shall be bound by contract only to the extent of funds available for the purposes of such contract.
  - i. The **LWCF Funded Portion of the Project** is being funded through a grant from the Land & Water Conservation Fund (LWCF). The LWCF Portion of the Project can only commence upon Owner’s receipt of the associated Federal Notice of Award and entrance into a Project Agreement Contract with the State of Maine, both of which are expected by April 2026. As to the LWCF Funded Portion, Bidder, and Contractor, shall adhere to the LWCF procurement, contracting and administrative requirements set forth in the LWCF Fiscal Procedures Manual contained in the Project Manual, including but not limited to Build America Buy America requirements and through an emphasis on contracting with small and minority firms, Women's Business Enterprise, and Labor.
- f. **Tax Exemption** - The Owner, as a municipality of the State of Maine is exempt from State Sales and Use Taxes, and a tax-exempt certificate is available upon request.

### 3. Successful Bidder Responsibilities

The proposed contract between Owner and the Contractor is included in the Project Manual. The successful Bidder shall execute the proposed contract substantially in the form included in the Project Manual, subject only to Section 2(a) below.

- a. **Owner-initiated negotiations** - Following Bid opening, the Owner, in its sole discretion, may proceed in the best interests of the Owner with a value management and Bid review with the successful Bidder to negotiate the final scope of Work, Contract Price, and/or any Exceptions to Bid Provisions for inclusion in the contract for execution. If such negotiations do not result in the execution of a contract with the successful Bidder that is in the best interest of the Owner or Owner determines continuing negotiations are not in the best interests of the Owner, the Owner may upon 3 days' notice cease negotiations with the successful Bidder. The Owner may then deem the Bidder with the next highest evaluation score as the successful Bidder and proceed with such Bidder, or the Owner may exercise any other right it has under this Request for Proposals, including as set forth under Section 3(a).

### 4. Bid Requirements

All Bids must be submitted on the official Bid Form (Section 00 41 13) included in the Contract Documents. No alternative forms will be accepted. Refer to 00 21 13 (Instructions to Bidders) for full bidding procedures, conditions, and legal requirements.

### 5. Schedule

<b>Event</b>	<b>Date / Time</b>
Issue RFP	February 11, 2026
Pre-Bid Zoom Meeting (Non-Mandatory)	February 27, 2026, at 1:00 PM
Last Day for Questions	March 27, 2026
<b>Bids Due</b>	<b>April 3, 2026, at 2:00 PM</b>
<b>Notice of Intent to Award</b>	<b>On or about April 10, 2026</b>
Contract Execution	April 17, 2026
Notice to Proceed (NTP)	On or about April 17, 2026
Substantial Completion	October 16, 2026
Final Completion	November 20, 2026