



TOWN OF KITTELY

Office of the Public Works Inspector

200 Rogers Road, Kittery, ME 03904

Telephone: 207-752-7242 | Email: jkellogg@kitteryme.org

Visit us: www.kitteryme.gov

Coastal Infrastructure Risk Assessment – IFP Addendum 1

Responses to questions received are below.

1. Can you please clarify the role of the working group in this project? Will the participants from other towns and the SMPDC provide data on regionally significant coastal infrastructure assets that are not located in Kittery? For example, is it within the scope of this project to assess assets such as Eliot’s sewer system, which conveys all sewage flows to Kittery, or all Kittery Water District assets, which extend into Eliot and other communities?

Response: The working group includes various stakeholders as listed in the IFP, however the three utility owners for wastewater, stormwater and drinking water are the core members responsible for informing the Consultant on infrastructure asset condition, location and known issues or concerns within the Town of Kittery. The intent of this project is to identify water infrastructure located in the Coastal Hazard Overlay Zone that may be impacted by predicted sea level rise and storm surge scenarios. Infrastructure condition or capacity modeling is not expected, and an evaluation of infrastructure assets outside Kittery will not be part of the scope of work. Project partners and utility owners will be encouraged to share any concerns as that may help inform suggestions for future project focus.

2. Task 4 refers to the septic system survey to update the Town’s septic system database. Can the existing version of this database be shared, or can you provide the details of what is in the database?

Response: In 2016 the Town hired a consultant to develop a septic system database for all parcels in Kittery and Eliot located within the Spruce Creek Watershed (SCW) as part of a larger grant funded project. At the time, the Town was considering a septic system pumping ordinance and the database was developed to identify the parcels in the SCW with a private septic system so tracking of system maintenance could be done. The ordinance was not finalized or adopted, and the database was not updated annually. The database contains the list of all parcels in the SCW, available pump out data between 2007-2016, and calculated risk to surface water based on risk categories. The spreadsheet summary page is included as an attachment to this Addendum 1. The selected Consultant will be provided with the full database, parcel shapefiles, and pumping records voluntarily provided to the Town from local pumping haulers since 2016.

3. Under Task 1 it says that “The Town of Kittery will administer the project according to the service contract with DEP.” Can you please clarify if there are any existing grant/contract requirement stipulations that this project needs to conform with and provide a copy of the contract that you are planning to use for this project?

Response: The reference to DEP was in error, it should read “The Town of Kittery will administer the project according to the service contract with PREP/UNH.” There are no grant requirement stipulations required of the Consultant beyond the expectations listed in the IFP. The Consultant will submit all deliverables as listed in the IFP to the Town, and the Town will be responsible for reporting to PREP on project activities and submission of project deliverables and reports. The draft contract for the Consultant with the Town is included as an attachment to this Addendum 1.

4. Under Task 1 the RFP states that “A sub-agreement between the Town and Consultant will first be provided for PREP/UNH review and submitted as a deliverable.” Can you please clarify the role of PREP/UNH in this project.

Response: The Town of Kittery is one of 52 municipalities included in the Piscataqua Region Estuaries Partnership (PREP) focus area and received funding for this project under the Piscataqua Region Environmental Planning Assessment grant program. PREP is part of the U.S. Environmental Protection Agency’s National Estuary Program, a joint local/state/federal program established under the Clean Water Act with the goal of protecting and enhancing nationally significant estuarine resources. PREP receives its funding from the EPA and is hosted and administered by the University of New Hampshire (UNH). PREP staff will be invited to attend any working group or community forum meetings and the Town will report to PREP on the progress of the project, all deliverables as indicated in the IFP, and a final project report.

5. What is the total available funding for this project, and what are these funding sources?

Is there an anticipated budget for this project?

Are there town funds available to support this project in addition to grant funds?

Response: The Town was awarded a \$25,000 grant from PREP, with funding from the U.S. EPA. Additional project funds, if necessary, including match funding will be from local Town funds.

6. What is the expected project completion date and are there other details related to expected schedule/milestones/expected dates that can be shared?

Does the Town have an estimated timeline or target completion date for this project?

Do you have a schedule or timeframe in which this work needs to be done?

Response: The expected project completion date is one year from start of project, but no later than June 13, 2025. Below is a broad expectation of milestones as a baseline to start planning project deadlines:

- Spring 2024: Hire consultant, meet with working group, begin existing conditions analysis, review GIS data, and create maps of existing infrastructure.
- Summer 2024: Consultant to conduct field verification of infrastructure, update GIS data, host a community forum.
- Fall 2024: Hold working group meeting, survey coastal town residents, begin coastal infrastructure risk assessment using sea level rise overlay scenarios.
- Winter 2025: Draft a memo summarizing results of risk assessment, present to working group for feedback.
- Spring 2025: Finalize risk assessment and memo, incorporating feedback from the working group and survey responses, provide final project findings and report in a public meeting, inviting project partners and Town officials.

7. The RFP refers to a Climate Action Plan that is underway. What is the schedule of completion for that plan and how does the Town envision this Coastal Infrastructure Risk Assessment project interfacing with the Climate Action Plan team?

Response: A complete Climate Action Plan with comprehensive background data and appendices has been drafted and is expected to be finalized and made publicly available in February 2024. Details on this can be found at <https://www.kitteryme.gov/climate-adaptation-committee>. The Kittery Climate Adaptation Committee and Town staff that support the committee will be invited to participate in all working group and community forum meetings. The goals for this project align with the Town’s Climate Action Plan strategy #24 to protect critical water-related infrastructure.

8. We would also like to request to extend the deadline for submission by 2 weeks given the forthcoming school vacation weeks and the anticipated limited time between responses to questions and the current submittal deadline.

Response: This request is reasonable, the new submittal deadline is March 12, 2024, 4:00 PM.

9. Can you clarify what you mean by “size of the project” listed under the proposal requirements for example projects? We weren’t sure how project size and project cost differed since we often think of those as the same thing. Are you looking for the geographic range of the project?

Response: Project size and project cost can be described by the firm in any way that helps demonstrate relevant experience. Project size is meant to explain scale, i.e. for larger

projects the firm may have used more staff or specialized staff, used subcontractors for components of the project, been a geographic area that required coordination with multiple municipalities, state agencies, stakeholders, etc. Project size can also include costs and project length. It is not a requirement to have specific details for each category listed in paragraph 3 under Proposal Requirements, however your firm would like to document experience is acceptable.

10. How does the town envision this project will relate to the “Economic Resilience Assessment and Plan for Coastal York County” that SMPDC completed in 2022?

Response: The Town envisions this project to build upon the data collected for the [SMPDC Economic Resilience Assessment and Plan for Coastal York County](#) in 2022. The SMPDC assessment evaluated the economic impact of predicted SLR scenarios, but did not look specifically at the three water utilities. The SMPDC report looked at infrastructure vulnerability related to roads, however the culverts and crossings identified only included The Nature Conservatory Crossings, Maine DOT Cross Culverts and Maine DOT Large Culverts. This project aims to build upon this and complete a risk assessment of all stormwater infrastructure, regardless of ownership or size, any known/mapped private septic systems, as well as municipal sewer and public drinking water infrastructure located in the Coastal Hazard Overlay Zone developed by SMPDC.

Spreadsheet by Lauren Bizzari and Krystal Costa
 FB Environmental Associates
 170 West Rd, Suite 6, Portsmouth, NH 03801
 207-221-6699



This spreadsheet contains a list of tax parcels in the Spruce Creek Watershed located in the Town of Kittery, ME. All parcels are prioritized into categories based on the amount of information available for each parcel. Within each category, parcels are ranked by risk to surface water in case of a system failure.

Septic (or Sewer) Risk Priority Categories (1-5):

Category 1, top priority parcels:

- no information as to whether the parcel is on Septic or Sewer (UNKNOWN) OR
- parcels NOT IN VISION OR
- sewerer properties that still need dye testing follow-up after a failed smoke test (in 2013 or 2014)

Category 2, second priority parcels: All category 2 parcels do NOT have pump out data and do NOT have a known septic date

- 2A:**
 - home is >25 years old (1989 or earlier) OR has no AYB information
- 2B:**
 - home built between 1990 - 2010. Homes built after 2010 are assumed to be new enough to not be high priority for concern (category 3B).

Category 3, third priority parcels: All category 3 parcels do NOT have pump out data but do have a known septic date

- 3A:**
 - home is >25 years old (1989 or earlier)
- 3B:**
 - home is <25 years old (1990 or later).

Category 4, fourth priority parcels: All category 4 parcels do have pump out data and no problems were noted during the most recent pump out.

- 4A:**
 - home is >25 years old (1989 or earlier)
- 4B:**
 - home is <25 years old (1990 or later).

Category 5, lowest priority parcels: VACANT LAND, ACCESSORY BUILDING ONLY, and remaining sewerer parcels (PUBLIC).

Tab	Description
Metadata	Category descriptions, tab descriptions, field descriptions, and any other database-wide notes
KitteryWSParcels	List of all parcels (and associated history) in the Spruce Creek Watershed for the town of Kittery
EliotWSParcels	List of all parcels (and associated history) in the Spruce Creek Watershed for the town of Eliot
KitteryPumpOut	All available pump out information since 2007; each line is a separate pump out event for the indicated property
DeletedParcels_Kittery	Parcels deleted from the original database (2014) because they no longer existed (due to acquisition/merger with neighboring parcel, etc.)
DuplicateParcels_Kittery	Parcels that are duplicates in the MEGIS and 2012 GIS parcel shapefiles. Multiple polygons in the shapefile have the same parcel number as the property is made up of several non-contiguous pieces.
Parcels with Risk Factor	Calculated Risk to surface water for all parcels in Kittery. This list based on the MEGIS parcel shapefile. Any new parcels from the 2012 GIS that were subdivisions of a MEGIS GIS parcels were given the risk factor of the original MEGIS parcel.
Key to Fields in KitteryWSParcels	
Field	Description
2015Rank	Rank in 2015 update
CATEGORY	Risk Category
RISK_FCT	Soil and environmental risk to surface water, from 1 (low) to 10 (high)
TOWN	town ID
MAP_BK_LOT	MBLU number from MEGIS GIS shapefile (NOTES will describe if currently split in Vision, etc.)
2012_MBLU	updated MBLU number from 2012 GIS provided by J Kellogg (NOTES will describe if currently split in Vision, etc.)
Check	WRONG - 2012 MBLU number is incorrect (see NOTES) for details
PROP_LOC	address
OWNER	property owner
SepticDate	installation year if known
AYB	Actual Year Built
STATUS	PUBLIC - on town sewer system VACANT LAND SEPTIC - private septic system ACCESSORY BUILDING ONLY - no plumbing on site UNKNOWN NOT IN VISION
NOTES	details on the parcel history, from 2014 database and 2015 data export from Vision; includes smoke test history for sewerer parcels
RecPump	Most recent known pump out date
RecPumpYear	Most recent known pump out year
VerConn	Details on results of smoke test, if connection has been verified or needs further investigation
Buf250_2012	Yes/No; is the parcel within 250ft of the shoreline? - updated from 2012 shapefile

COASTAL INFRASTRUCTURE RISK ASSESSMENT CONTRACT

AGREEMENT entered this ____ day of _____ 2024, by and between the TOWN OF KITTELY, a duly organized Maine municipal corporation with a principal address at 200 Rogers Road, Kittery, Maine (the "TOWN") and _____ with a principal address of _____ ("the CONTRACTOR"):

WHEREAS, the TOWN seeks to engage the services of a firm to perform the work described and specified in the attached Invitation for Bids;

WHEREAS, the lowest responsible bid was submitted by _____, a firm with the ability, capacity, and will to perform these services;

NOW THEREFORE, in consideration of the mutual exchange of promises and other provisions herein, the parties hereto agree as follows:

- 1) Scope of Work. The CONTRACTOR shall: Provide all work and services in accordance with the Invitation for Bids (IFB) attached hereto and all plans, specifications, and details contained within in the manner established by the IFP.
- 2) Dates of performance. The work will begin on _____ and must be substantially complete within one year and final completion no later than June 13, 2025.
- 3) Contract Sum. The TOWN agrees to pay the CONTRACTOR the sum of _____. The payment schedule includes all travel costs to and from the CONTRACTOR's premises to the TOWN's service areas.
- 4) The Contract Documents: The following, together with this Agreement, form the Contract and all are as fully a part of the Contract as if attached to this Agreement or herein repeated: Attachment A: Invitation for Proposals and Addendum. Attachment B: Bid Submission.
- 5) Insurance: Throughout the term of this Agreement, the CONTRACTOR agrees to furnish at its sole expense and maintain insurance per the specifications and minimum limits set forth in the Invitation for Proposals.
- 6) Payments. Payment will be made by the TOWN based upon receipt of an invoice from the CONTRACTOR. The Town shall issue payment to the CONTRACTOR within thirty (30) days of receipt of the invoice or

Application for Payment whereas all work governed by the contract is complete and acceptable by the TOWN.

- 7) Independent Contractor. The TOWN and the CONTRACTOR intend that the relationship established between them pursuant to this Contract is that of client and independent contractor. No agent, employee, or servant of the CONTRACTOR is or may be deemed to be an employee, agent or servant of the TOWN.
- 8) Maine Law. This Contract will be construed in accordance with and governed by the laws of the State of Maine.
- 9) Town's Representative. The TOWN's representative under this Contract is Jessa Kellogg. All notices or communications required under this Contract shall be in writing and sent to the foregoing address.
- 10) Indemnification. Notwithstanding the availability and policy limits of any insurance, the CONTRACTOR hereby agrees to defend, indemnify and hold harmless the TOWN, its officers, officials, and employees ("Indemnified Parties") against any claims made or legal actions brought against an Indemnified Party(ies) by any person or entity as a result of or arising from injuries, damages, expenses and losses actually or allegedly incurred by such a person or entity ("Liabilities") arising out of or relating to the CONTRACTOR's performance or failure to perform pursuant to this Contract, except where the Liabilities are the result of an Indemnified Party's own direct and sole negligence. This obligation shall survive the termination, completion or expiration of this Contract. The CONTRACTOR shall promptly notify the TOWN of any claim or action brought in connection with this Contract and thereupon shall promptly take over and defend any such claim or action.
- 11) Termination. If the CONTRACTOR is adjudged a bankrupt, or if he shall make a general assignment for the benefit of his creditors, or if a receiver of his property is appointed, or if the work to be done under the Contract is abandoned, or if the Contract or any part thereof is sublet without the previous written consent of the TOWN, or if the Contract or any claim thereunder is assigned by the CONTRACTOR otherwise than as herein specified, or if at any time the TOWN is of the opinion that the work, or any part thereof, is unnecessarily or unreasonably delayed, or that the CONTRACTOR has violated any of the provisions of the Contract, the TOWN may notify the CONTRACTOR to discontinue all work, or any part thereof and thereupon the CONTRACTOR shall discontinue such work or such part thereof as the TOWN may designate, remove his equipment,

tools, supplies and materials as the TOWN directs, and the TOWN may thereupon, by contract or otherwise, as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or any part thereof to the CONTRACTOR.

12) Severability of Provisions. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

13) Amendments. This Contract may be amended by a written amendment duly executed by the parties hereto. No modifications, waiver or alternation of the Contract or any term herein is enforceable unless it is in writing and duly executed by both the TOWN and the CONTRACTOR.

14) Entire Agreement. This Contract constitutes the entire agreement between the parties with respect to the matters addressed herein.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound have caused their duly authorized representatives to set their hands on seals on their behalf on the date and year set forth below.

TOWN OF KITTERY
By its Town Manager

CONTRACTOR

Kendra Amaral

By: _____
Name:
Title:

Date: _____, 2024

Date: _____, 2024

I hereby certify that sufficient
Funds are available for this Contract.

Finance Director