



## REQUEST FOR PROPOSALS

Canal Place Preservation and Development Authority  
Sediment Sampling & Analysis  
for  
"The River Park at Canal Place"

Canal Place Preservation and Development Authority  
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**WARNING:** A prospective offeror who has received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide that office with the prospective offeror's name and mailing address so that amendments to this Request for Proposals or other communications can be sent to the prospective offeror. Failure to contact the Issuing Office may result in non-receipt of important information.

ISSUED DATE: \_\_\_\_\_

TO: \_\_\_\_\_ Prospective Offeror

## **Request For Proposals (RFP)**

### **SECTION I. GENERAL DESCRIPTION**

#### **A. Project Overview/Introduction.**

The Canal Place Preservation and Development Authority (CPPDA) is requesting proposals from qualified firms to sample, assess, and model the distribution, fate, and transport of Potomac River sediments in connection with the proposed removal of an industrial dam located under the Blue Bridge that connects Cumberland, Maryland, to Ridgeley, West Virginia. The removal of the dam (known variously as the “Blue Bridge Dam,” “Cumberland Industrial Dam,” “Potomac River Industrial Dam,” or here “Dam”) would be carried out in connection with the development of the River Park at Canal Place—a planned outdoor recreational amenity consisting of a whitewater park and associated shoreline features. The selected contractor would be responsible for conducting the sediment assessment and modeling and applying for and obtaining the necessary State and federal permits necessary to remove the Dam and construct the River Park (i.e. Army Corps of Engineers (ACOE), Environmental Protection Agency (EPA), Maryland Department of the Environment (MDE), Maryland Department of Natural Resources (DNR), etc.).

The proposed sediment study would include four principal components: (1) sample the sediment both above and below the Dam for the presence of contaminants, including dioxin; (2) model the fate and transport of the sediment both during and after removal of the Dam; (3) conduct pore water sampling of the sediment and a fish tissue toxicity assessment to determine the risk of environmental and ecological contamination; and (4) recommend how best to manage the sediment responsibly. Because the analysis and recommendations generated by the study will be used in connection with obtaining the permits required to remove the Dam, the selected contractor thus must employ geospatial models of the concentration, distribution, hydrodynamic fate and transport of the sediment that are sufficiently sophisticated to withstand close regulatory scrutiny.

#### **B. Background/Purpose**

The River Park is a multi-jurisdictional effort to create a whitewater park and associated streamside amenities in and along the portion of the Potomac River that runs by the City of Cumberland. The River Park will be located along the North Branch of the Potomac River in the City of Cumberland, from an estimated 0.25 miles upstream of the Dam to an estimated 1.50 miles downstream from the Dam. The project area runs parallel to the Chesapeake and Ohio Canal (C&O Canal) Towpath, which in Cumberland is along the south bank of the River and borders the U.S. Army Corps of Engineers flood control structures upstream and downstream. As conceptualized, the River Park project will include removal of the Dam and the development, construction, and landscaping of whitewater features, green space, trails and trail connections, canoe/kayak access, viewing areas, parking, murals, and fishing access to the North Branch. Further details about the River Park are set out in the Preliminary Engineering Report (PER) prepared for the City of Cumberland in December 2024 by Civil & Environmental Consultants Inc. (CEC, Inc.) which includes within its attachments a rendering of the River Park plan as well as an Economic Impact Study by WVU, which is attached as Appendix A.

The objective of this RFP is to award one contract to provide professional environmental services that include sampling of the sediment above and below the Dam, testing of that sediment, and preparation of reports summarizing the results of that testing. The sediment study proposed here will build off of three previous studies: (1) a 2009 Feasibility Study done by Princeton Hydro, LLC (attached hereto as Appendix B-1); and (2) the “Potomac Industrial Dam Sediment Study, Reconnaissance Survey of Sediments at Potomac Industrial Dam, Potomac River” carried out in June 2015 by the Maryland Geological Survey for American Rivers (attached hereto as Appendix B-2). These studies provide information on previous sediment analyses.

### **C. Tasks to be Performed**

The work under this RFP will include requiring the successful contractor to perform the following tasks:

1. Review existing information on sediment analysis;
2. Collect and review historic documents from the USGS, the Interstate Commission on the Potomac River Basin, NOAA, EPA and other relevant agencies to understand the historic erosion/deposition and contamination landscape above and below the dam;
3. Assess the need for additional borings/samples;
4. Perform sampling and testing similar to that described in the June 2015 study carried out by the Maryland Geological Survey, both above and below the dam, consistently with the Sampling Protocol provided below;
5. Collect hydrodynamic data (e.g., flow, water surface elevation, and acoustic doppler current profiler (ADCP) transects of the water velocity structure) to establish baseline hydrodynamic conditions upstream of the Dam, near the face of the Dam above and below the Dam, and downstream of the Dam.
6. Using the sampling and testing results, the selected contractor will propose and develop a statistically sound geospatial representation of the bed sediment distribution and contaminant field both above and below the Dam. The initial sampling will also be used to suitably partition the river reaches into segments to summarize contamination, bioaccumulation, and modeling results.
7. Based on the sampling and testing results, and the geospatial representation of the sediment contamination, and experience with other similar dam removal projects, the selected contractor shall provide analysis of alternatives and recommendations for the proper sediment management associated with the dam removal project. The firm will also conduct hydrodynamic, sediment transport, and water quality modeling and visualization of the contaminant fate and transport post dam removal to determine the severity of contaminated sediment flushing problem post-removal, and the effectiveness of the proposed sediment management recommendations. It is expected that the ACOE, MDE, and DNR will participate in the selection of the proper sediment management strategy to be employed in connection with the Dam’s removal.

8. Determine the levels of dioxin and other contaminants in the sediment behind the Dam. The Dam was completed in 1950 and potentially has trapped contaminated sediment from upstream industrial operations active at various points throughout this period. Sampling in 2009 and later detected the presence of dioxin. New sampling depths need to be compared to the previous samplings to update quantities of sediment and concentrations of dioxin and any other substances of concern.
9. Testing for the radioisotopes Pb-210 and Cs-137 and application of age-depth of deposition models to determine the historical deposition rates will allow for accurate sediment transport model calibration and ground-truthing.
10. The analysis, geospatial mapping, and modeling performed in steps 3 to 5 above will have to be conducted for each vertical layer of sediment deemed necessary to fully account for all the contamination.
11. Sampling and testing below the Dam are necessary to establish baseline concentrations of contaminants, particularly dioxin, below the Dam. Along with additional mapping and modeling, the determination of baseline contamination levels will be used to evaluate the effectiveness of sediment management strategies.
12. Sediment pore water sampling and fish tissue analysis to determine the extent to which legacy contamination has polluted the water column and bioaccumulated in key aquatic organisms. This will be necessary to set future water quality management targets in the River.

The project includes furnishing all labor, materials, tools, equipment, sample containers, and facilities required for sample-analysis; all labor, computing resources, and software for mapping and model-development; and report-preparation in accordance with the schedule and procedures described herein.

**Sediment Protocol:** For purposes of responding to this RFP, offerors should assume that all sampling and analysis of the sediments above and below the Dam must be carried out in accordance with the following specifications:

- (a) Sediments will be sampled and analyzed for physical properties, total elemental analysis, and the presence of dioxins on both sides of the river within the area of the proposed River Park. Based on this preliminary sampling, it is expected that additional sampling locations will be proposed and sampled to resolve the contamination field below the dam.
- (b) A preliminary phase of 20 sampling locations—10 above the dam, and 10 below—will be required, though offerors will be expected to provide their own recommendations for the number and location of sampling and testing.
- (c) Sediment samples will be collected using vibracoring, push coring, and soil auger techniques. A maximum penetration of 3 meters will be achieved using these techniques. Cores will show stratigraphy of the deposit and will provide an in-situ sampling of sediments at depths for analysis.

- (d) Sampling will include split samples, documentation of samples, photography, and sub-sample collected cores.
- (e) A sub-set of the sediments will be analyzed for physical properties (bulk density, water content, and grain size) based on strata changes within the cores.
- (f) Selected physical property samples will be processed for total elemental analysis (49 elements).
- (g) Sediment core samples will be analyzed for dioxins using homogenized channel samples from the identified sediment deposits within the collected core.
- (h) Additional sampling will be proposed and conducted as needed to fully resolve spatial variability in the contaminated sediments, including radioisotope sampling and age-depth of deposition modeling.
- (i) If the preliminary sampling indicates the likelihood of high contaminant variability (measured by a suitable geostatistical metric proposed by the contractor), then additional sampling with high statistical power will be proposed and conducted by the contractor, subject to approval by the CPPDA.
- (j) All sampling and testing must be conducted in accordance with MDE and EPA standards and employ appropriately certified laboratories.

**D. Project Schedule:**

The proposed schedule for contract award is as follows:

- Date Notice Published March 14,2025
- Pre-Proposal Conference April 3, 2025 @ 1pm
- Deadline Date for Inquires/intent. April 10, 2025
- Deadline Date for Proposal Submittals April 18, 2025
- Anticipated Date for Selection April 25, 2025
- Anticipate Date for Award of Contract May 1, 2025

**E. Issuing Office.**

Canal Place Preservation and Development Authority  
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Attention: Deidra Ritchie, Executive Director CPPDA

**F. Pre-proposal Questions.**

For additional information, prospective offerors may contact Deidra Ritchie, Executive Director CPPDA, at the contact information provided in paragraph E above.

**G. Addendum and Amendment to RFP.**

If it becomes necessary to revise or amend any part of this RFP, the CPPDA Executive Director will furnish a notice of revision to all prospective offerors who are registered with the CPPDA as having received this RFP. Those prospective offerors who have not received this RFP directly from the CPPDA should register as a recipient by contacting Deidra Ritchie, Executive Director, as listed above. **RECEIPT OF AMENDMENTS MUST BE ACKNOWLEDGED IN WRITING BY PROSPECTIVE OFFERORS.**

**H. Closing Date.**

In order to receive consideration, an offeror's proposal must be received by the CPPDA Executive Director at the Issuing Office no later than 12:00 p.m. local time, on April 18, 2025, (the "closing date"). The acceptable method of submitting a proposal is via electronic mail transmittal of a single copy in PDF format. Proposals, modifications to proposals, or withdrawals of proposals arriving after the closing date will not be considered.

**I. Duration of Proposal.**

Following the closing date, an offeror may not revoke or modify the offeror's proposal or price quote for a period of ninety (90) days thereafter, unless as may be mutually agreed to by the offeror and the CPPDA during discussions on the proposal.

**J. Incurred Expenses.**

The CPPDA is not responsible for and will not pay for any expenses incurred by an offeror in preparing or submitting a proposal in response to this RFP.

**K. Discussions and Oral Presentation.**

The CPPDA anticipates that, following the closing date, it will engage in discussions with offerors who submit a proposal that the CPPDA determines is reasonably susceptible of being selected (a "qualified offeror"). As part of these discussions, a qualified offeror may be required to make oral presentations to or be interviewed by the CPPDA and/or the River Park at Canal Place Development Committee to further discuss or clarify the offeror's proposal. Following discussions, the CPPDA may require qualified offerors to submit one or more best and final offers to remain in consideration for selection.

#### **L. Negotiations.**

The CPPDA may, at its sole and absolute discretion, negotiate directly with any one or more qualified offeror. That the CPPDA may enter into direct negotiations with a qualified offeror does not entitle any other qualified offeror to a right to engage in similar negotiations.

#### **M. Rejection of Proposals.**

The CPPDA may, at its sole and absolute discretion, reject any proposal that the CPPDA determines deviates from the requirements of this RFP. An offeror whose proposals is rejected will be notified in writing.

#### **N. Cancellation of the RFP.**

This RFP may be cancelled by the CPPDA for any reason either before or after the closing date, regardless of whether the CPPDA has engaged in any discussions or negotiations with one or more qualified offerors. Issuance of this RFP does not guarantee that an offeror will be selected or that a contract will be awarded.

#### **M. Public Information Act Notice.**

Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets, and provide any justification why such materials, upon request, should not be disclosed by the CPPDA under the Public Information Act, Title 4, General Provisions Article of the Annotated Code of Maryland.

#### **N. Conflicts of Interest.**

An offeror shall consider and resolve any potential conflicts of interest which presently exist or which may arise if the offeror were to be awarded the contract for this procurement.

#### **O. Arrearages.**

By submitting a response to this solicitation, an offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

### **SECTION II. SUBMISSION REQUIREMENTS; EVALUATION AND SELECTION CRITERIA**

#### **A. Proposal Submission Requirements.**

The object of this competitive process is to select the firm that will provide the highest quality of service at a realistic fee. To that end, the CPPDA seeks proposals from qualified firms detailing the firm's qualifications, technical expertise, management and staffing capabilities, references, and related prior experience. Qualified firms/candidates interested in being considered for this role must submit one copy each of the following:

1. Price Proposal—The offeror’s fixed contract price, expressed as an hourly rate for services to be rendered under the contract, along with a not-to-exceed amount for the total project cost. The price should be recorded on the Price Proposal, Appendix D.
2. Letter of Interest—A narrative description of why the offeror is interested in the role of Project Manager.
3. Statement of Qualifications—A summary of the offeror’s qualifications, in terms of professional licensure, experience, and relevant experience.
4. Technical Experience—A detailed description of the offeror’s technical qualifications based on its experience with similar projects.
5. List of Key Staff—A list of the principal staff members that the offeror will assign to or employ for the project. For each person or entity identified, the offeror should include a description of the individual’s or entity’s role in the project.
6. Expertise of Staff—For each member of the key staff identified above, provide a copy of the individual’s professional resume, curriculum vitae, or equivalent, along with a narrative description of their relevant experience and expertise.
7. Previous Professional Experience—A detailed description of the offeror’s experience working on similar projects, to include descriptions of each staff member’s experience on such projects or similar projects.
8. References—A list of references for similar projects, with name and contact information.
9. Additional Requirements:
  - a. Verification of any required professional licenses and registrations.
  - b. Bid/Proposal Affidavit, Appendix E.
  - c. Contract Affidavit, Appendix F.

## **B. Evaluation and Selection.**

In its evaluation and selection, the CPPDA will use procedures for competitive sealed proposals established in COMAR 14.28.08.08. All proposals received by the closing date will be reviewed and evaluated by the CPPDA. Prior to selection, the CPPDA may enter into discussions with and conduct interviews of offerors.

An award of a contract by the CPPDA resulting from this RFP, if any, will be made to the responsible and qualified offeror whose proposal is most advantageous to the CPPDA, as determined by the CPPDA. Evaluation factors will include, in order of significance, the offeror’s: (1) demonstrated qualification, experience, and success with similar projects; and (2) price quote.



## **SECTION III. CONTRACT INFORMATION AND CONTRACT TERMS**

### **A. Parties to the Contract.**

Any contract entered into as a result of this RFP will be by and between the successful offeror as contractor and the CPPDA.

### **B. Scope of Work and Contract Terms.**

It is anticipated that work to be performed and the services to be provided by the successful offeror will include the tasks and requirements described in Section I.C. of this RFP. In addition to other terms as may be required by the CPPDA and agreed to by the selected offeror, the contract will include the following provisions:

1. Incorporation of RFP/Proposal. This RFP and the successful offeror's proposal, as either may be revised by agreement between the CPPDA and the successful offeror, will be attached to, incorporated into, and substantively a part of the contract.
2. Contract Price. The contract will include an hourly rate for services performed by the successful offeror and not-to-exceed amount, both of which will be negotiated by and between the CPPDA and the successful offeror prior to finalization of the contract. The contract will provide for payments to be made on a quarterly basis, based on documentation submitted by the successful offeror.
3. Project Commencement. The contract will include a commencement date, which will be set by the CPPDA prior to finalization of the contract.
4. General Contract Provisions. The CPPDA's "General Contract Provisions," attached hereto at Appendix C, will be incorporated by reference into the contract and binding on the contractor. If any other provision of the contract conflicts with any provision of the General Contract Provisions, the provision of the contract will control.

### **C. Assignment.**

The successful offeror will be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the contract or any rights created thereunder to any person, company or corporation without the prior written consent of the CPPDA which may be withheld at the CPPDA's sole discretion.

### **D. Indemnification.**

The successful offeror will agree to indemnify and hold harmless the CPPDA and the State of Maryland from all liability which may hereafter be incurred by reason of dissemination, publication, distribution, or circulation in any manner whatsoever of any information, data or records pertaining in any way to the contract by the successful offeror and its employees.

**E. Accounting Records.**

The successful offeror will be required to maintain its books, records and other evidence pertaining to expenditures incurred, pursuant to the contract, in accordance with generally accepted accounting principles. These records shall be available to the CPPDA and any authorized representatives acting on behalf of the CPPDA and the State at all reasonable times during the contract period and for three (3) years thereafter.

**F. Non-discrimination.**

The offeror agrees to comply with all Federal and State laws, and rules and regulations involving non-discrimination on the basis of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information or the refusal to submit to a genetic test or make available the results of a genetic test, and any otherwise unlawful use of characteristics or disability of a qualified individual with a disability.

**G. Governing Law.**

The contract will be governed by the laws of the State of Maryland.

**H. Work Products.**

All work products prepared under the terms of the contract will be the property of the CPPDA and shall be delivered to the CPPDA at the end of the contract in a useable form.

**I. Acceptance of Terms and Conditions.**

By submitting a proposal in response to this RFP, the offeror thereby accepts the terms and conditions set forth herein.

**SECTION IV. APPENDICES**

Appendix A	Preliminary Engineering Report
Appendix B-1	Princeton Hydro -Cumberland Dam Phase I Feasibility Study, 2009
Appendix B-2	Potomac Industrial Dam Sediment Study, Reconnaissance for American Rivers 2015
Appendix C	CPPDA General Contract Provisions
Appendix D	Price Proposal
Appendix E	Bid/Proposal Affidavit
Appendix F	Contract Affidavit