

## Town of Falmouth, Maine Request for Proposals for Community-wide Public Water System Analysis

December 17, 2015

The Town of Falmouth is inviting qualified companies to submit proposals for community-wide public water system analysis. **Proposals must be submitted no later than 2:00 PM on January 19, 2016.**

The Town of Falmouth is interested to conduct a community-wide public water system analysis. This study is driven in part by a request from Middle Road residents where there is proposed road construction work in the next two construction seasons. Some of the Town's questions are local policy questions, but others are of a technical nature. Due to limited available resources the Town wants to use this study to help make any site-specific decisions based on community-wide priorities.

### **2002 Comprehensive Water System Strategic Plan**

Portland Water District (PWD) conducted a [system-wide strategic plan](http://www.pwd.org/infrastructure/projects/comprehensive.php) in 2002 (work performed by CDM). See: <http://www.pwd.org/infrastructure/projects/comprehensive.php>. Volume 4.3 of this Comprehensive Water System Strategic Plan contained a Water System Master Plan for the Town of Falmouth, which identified a number of future capital projects. In addition, PWD undertakes water main renewals and replacements on an annual basis. Falmouth staff met in August 2014 with PWD to discuss potential future improvement projects and the Town's interest to conduct a system-wide study. PWD supplied the Town with copies of its Strategic Plan. While PWD maintains the water system, expansions of that system are typically developer-driven. Proactive planning by the Town was welcomed by PWD.

PWD maintains a 5-year Capital Improvements Plan for its planned improvements. Potential projects relevant to Falmouth discussed in 2014 focus on creating loops and maintaining capacity, fire flow, and system pressure. They include:

- Connection to Route 100 in Cumberland,
- Connection with Harris Road in Cumberland,
- Middle Road improvements,
- Woodville Road extension, and
- Bowdoin Drive-Alpine Drive connection.

The first four of these projects will only go forward if other funding partners can be identified by PWD.

### **2013 Comprehensive Plan**

The Town of Falmouth recently adopted a [2013 Comprehensive Plan](http://www.falmouthme.org/long-range-planning-advisory-committee/pages/2013-comprehensive-plan) which included these policies:

- increasing the share of growth in the Town's designated growth area to a significant majority of all new residential growth,
- a preference for making more of its growth area accessible for public sewer and/or water service, and
- continuing to allocate most of any new municipal infrastructure capital investments into the designated growth areas.

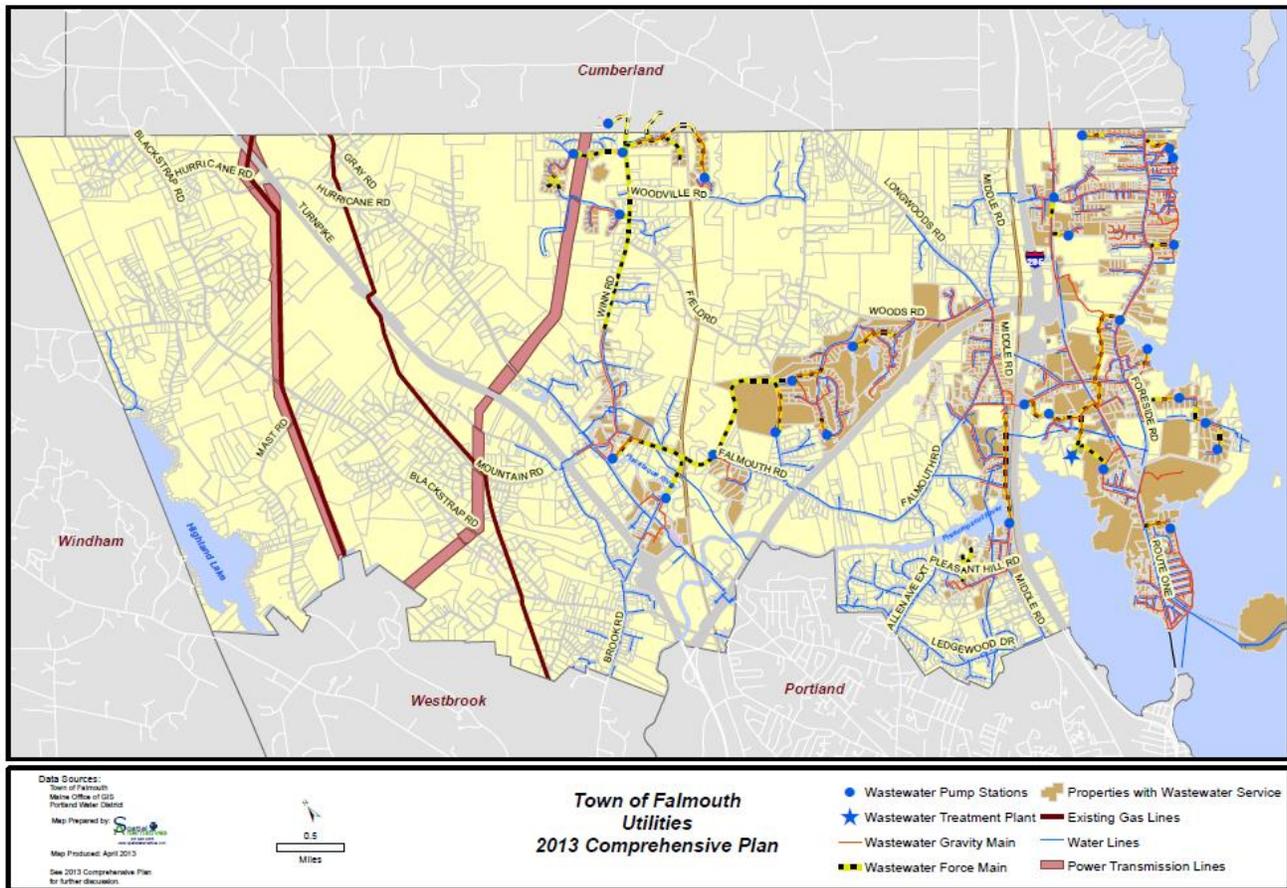
See: <http://www.falmouthme.org/long-range-planning-advisory-committee/pages/2013-comprehensive-plan>

The Comprehensive Plan envisions an effort to "proactively plan for sewer, water, and other utility extensions in the designated growth area, assess the options and means of participating in collaborative efforts with agencies and regional groups to better serve residents and businesses, and (a) assess the implications of increased

emphasis on smaller, clustered lots as they pertain to reliability of wells and septic in closer proximity to each other, and if/how this should affect proactive extensions of public water and/or sewer service, and (b) **establish a plan for additional public water service in the designated growth area in cooperation with the Portland Water District (PWD)** [emphasis added].”

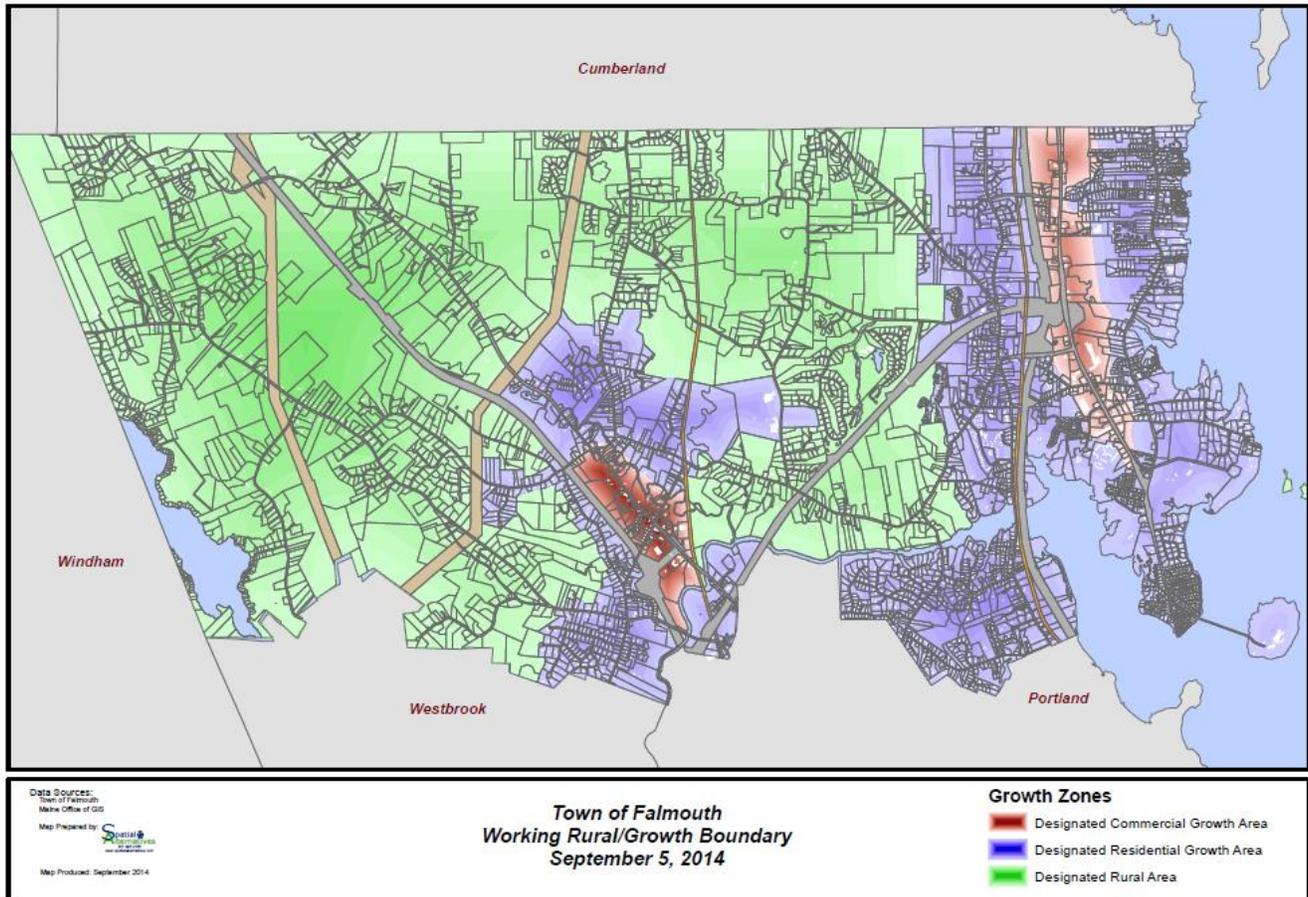
In addition, the Comprehensive Plan calls for establishing a plan for targeted sewer service in the designated growth area. A sewer master plan for the area west of Interstate 295 is currently being completed by Wright-Pierce. This plan assesses the feasibility where public sanitary sewer could provide some value with accommodating growth in the growth area where growth is actually expected. A similar plan for targeted water service is desired by the Town.

Existing utilities are mapped below.



## Growth Area

The Town's draft Growth Area is shown in blue and red below.



## Scope of Work

The Town is interested to complete, through a collaborative effort with PWD and a consultant, the following scope of work. Primary responsibility for each of the tasks below is added in parentheses. The consultant will have responsibility for the drafting and delivery of the final report.

- Existing water system** (primary responsibility: PWD)
  - Inventory and condition of existing water main infrastructure and service area.
  - Update of improvement projects completed by PWD since 2002.
  - Current upgrade plans by the Portland Water District.
  - Emerging opportunities and PWD interest for system-enhancement and expansion.
- Unserved areas in the Town's designated Growth Area** (primary responsibility: Consultant)
  - Mapping of GIS layers with existing system, growth area boundary, and other relevant layers.
  - Town-wide identification if, and where, there are drinking water issues with private wells, such as quantity, salt from natural sources, arsenic, and limited supply, using data from PWD, Town, State, and private sources.

- 2.3. Feasibility where public water could provide some value with accommodating growth (including fire protection through hydrants) in the growth area where growth is actually expected. Note: Where other attributes of an area make it highly unlikely that growth, which could depend on public water, is not going to happen, there is no need to serve that area.
  - 2.4. Specific opportunities for system-enhancement and expansion in the Town’s growth area.
3. **Costs and Priorities of all recommended improvements** (primary responsibility: Consultant)
  4. **Opportunities for cost-sharing** (primary responsibility: Consultant)
    - 4.1. Opportunities for cost sharing between PWD, Town, and other parties.
    - 4.2. Exploration of the feasibility of a mechanism for the Town to assist development financially with utility extensions in the growth area as well as establishing a policy along with ordinance/regulation changes that identifies if, when, where, and how Town funds will be used for, and/or developments can recoup, utility infrastructure cost, and conditions/preferences for such cost-sharing.
  5. **Final Report** (primary responsibility: Consultant)

**Portland Water District**

As mentioned above, in 2014 Town staff met with Portland Water District (PWD). The Town’s interest to do a study was well received by PWD and reaffirmed in November 2015. Gordon Johnson, PWD Engineering Services Manager, stated that PWD has conducted outreach meetings with Windham, Gorham, and Cumberland. PWD looked forward to collaborating with the Town of Falmouth.

**GIS**

The Town and PWD maintain a GIS system that lays out the extent of the water system. The Town’s GIS can be viewed at <http://host.cdsmithgis.com/falmouthme/>

**Project Budget**

The Town has not set a budget amount for this effort. The Town recommends that consultants make an independent assessment of scope, time involved, and resulting cost required for this assignment. A budget appropriation will be requested from the Town Council in conjunction with a review of the recommendation regarding consultant selection on February 8, 2016. Town of Falmouth and PWD staff are expected to contribute to the consultant work on an in-kind basis.

**Town Review**

While a final report will be reviewed by the Town Council, preliminary reviews will be conducted jointly by the Town’s Community Development Committee (CDC) and Long Range Planning Advisory Committee (LPAC). Theo Holtwijk, Director of Long-Range Planning, will act as primary Town staff for this project.

**Project Schedule**

The selected consultant shall be expected to begin work immediately upon contract signing and complete the tasks in their entirety by July 2016. The dates below indicate anticipated milestones for the project:

December 17, 2015	Issue RFP
January 19, 2016	Deadline for Submission of Proposals
February 8, 2016	Select consultant
March-May 2016	Meet with staff, PWD, CDC and/or LPAC

May 2016	Submission of draft report
May-June 2016	Review of draft report by CDC and/or LPAC
July 2016	Final report to Council

**Proposal Submittal Requirements**

Proposals shall include the following and shall be organized using each of the above required elements as section headings:

- A. Firm Description - Provide a brief description of the firm.
- B. Project Team - Provide names and resumes of key professionals who would be assigned to the project. The project manager shall be clearly identified and a description of his/her relevant previous projects listed. A list of past relevant projects, which proposed project staff have played a central role in developing, shall be also provided.
- C. Statement of project understanding - The consultant shall state in succinct terms his/her understanding of what is required by this Request for Proposal.
- D. Scope of Services/Approach - Describe in narrative form the consultant’s approach and work scope for accomplishing the work listed herein. The Consultant is encouraged to elaborate and improve on the tasks listed in the RFP; however, the consultant shall not delete any requested scope tasks.
- E. Project budget - The consultant shall provide a total project cost stated as a firm, all-inclusive, fixed fee. Hourly rates for project staff shall also be provided.
- F. References - The consultant shall provide three (3) references, including current contact name and phone number for similar projects.

**Submission**

Three (3) paper copies and one digital copy of the proposal must be submitted. No facsimile or e-mail submissions will be considered. Please submit the electronic copy as a disc or thumb drive in PDF format and enclose with your paper copies.

**Evaluation Criteria**

Proposals will be evaluated according to the following:

- 1. Responsiveness to the submission requirements.
- 2. Qualifications of firm and project team members.
- 3. Previous related work.
- 4. Understanding of required project work.
- 5. Proposal price.

**Consultant Selection**

At its discretion, the Town may select a firm outright or select a finalist(s) for in-person interviews. The Town reserves the right to negotiate directly with the firm selected for additional project work at the hourly rates shown in the proposal submitted in response to this RFP.

**Deadline for Submissions**  
**All responses to this Request for Proposals must be received by the Town of Falmouth no later than January 19, 2016, 2:00 PM.** Proposals should be sent to: Theo Holtwijk, Director of Long Range Planning, Town of Falmouth, 271 Falmouth Road, Falmouth, Maine 04105. Proposals shall be labeled “RFP – Water Study.”

**Questions**

Questions regarding this RFP may be directed to Theo Holtwijk, Director of Long-Range Planning, at 699-5340 or [tholtwijk@falmouthme.org](mailto:tholtwijk@falmouthme.org). **Deadline for all questions is January 12, 5:00 PM.**

**Acceptance of Proposals**

The Town of Falmouth reserves the right to accept or reject any or all proposals for any reason, to negotiate with any individual or firm and to select one or more of the proposals.

**Agreement**

The Town's standard consultant agreement follows as an attachment.

**ATTACHMENT: TOWN OF FALMOUTH STANDARD CONSULTANT AGREEMENT**

**I. PARTIES**

This contract (hereinafter referred to as "Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Inhabitants of the Town of Falmouth with a mailing address of 271 Falmouth Road, Falmouth, Maine 04105 (hereinafter referred to as "Town"); and \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (hereinafter referred to as "Consultant"). In consideration of the mutual promises contained herein, Consultant agrees to perform the following services for the Town.

**II. SCOPE OF WORK**

In consideration of the compensation set forth herein, the Consultant shall perform the services as outlined in a Request For Proposal dated \_\_\_\_\_ and attached hereto as Exhibit A and the response attached hereto as Exhibit B.

**III. COMMENCEMENT AND COMPLETION**

The Consultant will commence work on or before \_\_\_\_\_, 20\_\_ and will complete work on or before \_\_\_\_\_, 20\_\_.

**IV. PAYMENT TERMS**

The Consultant shall submit an invoice on or about the first of each month reflecting services performed at the Consultant's normal professional billing rates, attached hereto as Exhibit C. The Consultant understands that the payment for completion of the services outlined in Section II shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_), and the Consultant agrees to perform the services on that basis. Invoices shall list separately all out of pocket expenses being billed.

**V. TERMINATION**

Either party may terminate this Agreement for cause after giving the other party written notice and a reasonable opportunity to cure. The Town may terminate without cause by giving the Consultant fourteen (14) days notice, and compensating the Consultant equitably to the termination date.

**VI. DISPUTE RESOLUTION**

Any controversy or claim arising out of or related to this Agreement, which cannot be resolved between the parties shall be submitted to the Maine Superior Court (Cumberland County). This agreement shall be governed by Maine law.

**VII. QUALIFICATIONS**

The Consultant represents it holds, and will continue to hold during the term hereof any and all qualifications, licenses and certifications required to perform its services in Maine. The contractor shall perform all services in accordance with professional standards.

**VIII. SUBCONTRACTORS**

The Consultant shall be fully responsible to the Town for the acts and omissions of any subcontractors and of persons either directly or indirectly employed by it, and shall hold subcontractors to the same terms and conditions as Consultant is held under this Agreement. No subcontractors shall be retained on this Agreement without the specific prior written approval of the Town.

**IX. INSURANCE**

The Consultant shall purchase and maintain Workers' Compensation Insurance, General Public Liability and Property Damage Insurance including vehicle coverage and professional liability insurance, all with limits and terms satisfactory to the Town. The Town shall be named as an additional insured on the liability policy.

**X. INDEMNIFICATION**

The Consultant will indemnify and hold harmless the Town, its officers, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Agreement by the Consultant, its officials, employees, agents and subcontractors.

**XI. ENTIRE AGREEMENT**

This Agreement and its attachments represent and contain the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement and its attachments are not a part of this Agreement. Where there is any conflict between the provisions of this Agreement and the provisions of any attachment, the provisions of this Agreement shall control.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

INHABITANTS OF THE  
TOWN OF FALMOUTH, MAINE

By: \_\_\_\_\_

Nathan A. Poore, Town Manager