

Request for Qualifications and Expression of Interest

Project Description and Preliminary Scope of Work

The Town of Falmouth is soliciting a Statement of Qualifications from civil engineering design firms for Final Design, Easement, Permitting, Documentation, and Construction Oversight, services and assistance in the following project(s):

- **Mill Creek sewer pump station replacement and Mill Creek sewer force main replacement**

The desired completion date for preconstruction design, permitting, financing, and bid activities is as soon as reasonably possible. The Town of Falmouth anticipates the projects will develop concurrently and that design and construction of the replacement systems will support the uninterrupted operations of the existing pumping systems. Our goal is to complete preconstruction tasks to best facilitate construction timing that will avoid seasonal construction constraints or undue cost factors.

Professional services required are likely to include participation in public meetings, surveying, easement assistance, project management, schematic design, final design cost estimation, bid specifications and construction drawings preparation, bidding services, project inspection, and other construction phase services.

Funding sources for this project may include the State of Maine's clean water state revolving fund (CWSRF) loan program. The successful firm will be required to assist the Town with meeting the requirements of the program. Preliminary planning anticipates a total overall cost of \$5,900,000 to accomplish the listed project(s).

Submittal Content

The Statement of Qualifications submittal must be organized in sections containing the following information. The submittal should be limited to 15 pages, exclusive of personnel resumes:

- **Description of Firm.** Describe your firm's legal structure, areas of expertise, length of time in business, number of employees, and other information that would help to characterize the background of the firm. Provide the address of the main office (for legal purposes) and the address of the office that will manage the project.
- **Experience.** Briefly describe up to five projects recently executed by your firm that demonstrate relevant experience. Extensive descriptions, projects not substantially comprised of personnel that are expected to be utilized, or vaguely related projects are discouraged. For each project listed, include the name, address and phone number of a person who can be contacted regarding your performance on the project.
- **Familiarity.** Separately list all public sector clients in Maine for whom you have performed similar work in the past five years. Describe your involvement in supporting clients with the requirements of the Maine CWSRF program.
- **Cost Control.** Provide a comparison of preliminary estimates versus actual final client costs of at least five examples of recently completed projects that are similar in scope and projected cost.
- **Personnel.** Describe key personnel's proposed roles and responsibilities on this project. Submittals must identify a proposed project manager who would be responsible for the day-to-day management of project tasks and would be the primary point of contact with your firm. Additionally, identify specific discipline engineers and any subcontracted consultants. As addenda, provide a professional resume for the key people the firm will assign to the project(s) and describe their relevant related experience.
- **Project Approach.** Describe the key tasks that you believe should be accomplished to complete the project. Provide a narrative description of how you propose to execute the tasks. If applicable, discuss any unique aspects of the project or special considerations related to programmatic / funding requirements. Your firm should rely on its expertise and experience with similar projects to demonstrate how it will effectively manage and complete the project(s).
- **Project Schedule.** Describe your staff workload, availability, and the ability of the firm to provide the resources needed. Describe the timeline of projected milestones you foresee. Provide a comparison of preliminary estimates versus actual completion dates of at least five examples of recently completed projects that are similar in scope.

Selection Process

Firms will be ranked based on qualifications. This is a qualifications only based solicitation, which specifically excludes evaluation based on monetary factors or considerations. The Town of Falmouth anticipates selecting to interview (by either phone or meeting) at least three (3) of the top ranked firms. Firms will be evaluated on the following factors:

- Firm history, background, and capability to perform project(s)
- Relevant project experience
- Qualifications of project team
- Familiarity with the area and the State CWSRF program and its requirements
- Project approach
- References
- Availability of the project personnel and ability to meet scheduling requirements

A selection committee appointed by the Town of Falmouth will assist with the evaluations of selected firms and make recommendations to the Town Manager, who will make the final selection. The Town of Falmouth will seek to negotiate a contract, a detailed scope of work, fee, schedule, etc. with the preferred firm. If unable to reach agreement, the Town of Falmouth will terminate negotiations, and commence negotiations with the second-ranked firm, and so forth.

The Town of Falmouth expects to evaluate proposals and provide written notification of the results within 30 days of receipt of qualifications. Firms selected for interview will be contacted at least one week before the interview date.

The Town of Falmouth anticipates the following tentative timeline:

<u>January 21, 2015:</u>	Receive submittals from qualified firms
<u>January 22, to January 28, 2015:</u>	Distribute submittals, rate firm's qualifications and select firms for interviews
<u>January 29, 2105:</u>	Notify firms selected for interviews
<u>February 5 to February 11, 2015:</u>	Complete reference checks, conduct interviews
<u>February 12, 2015:</u>	Select preferred firm to negotiate final scope and agreement
<u>February 12, 2015:</u>	Provide selected firm with pertinent preliminary reports, conduct site tour
<u>February 16 to TBD:</u>	Negotiate scope of services, costs, and contractual agreement
<u>TBD:</u>	Obtain necessary approvals, legal review of contract; execute agreement
<u>TBD:</u>	Begin project
<u>TBD:</u>	Complete project

The Town of Falmouth will not reimburse any firm or individual for any costs associated with the submittal of qualifications or in the negotiation of a final agreement for the work being considered. All evaluations and decisions on the selection of qualified firms rest solely on, and at the discretion of, the Town of Falmouth.

The successful consultant will be expected to enter in a standard Town of Falmouth consultant agreement for this project. A copy is attached. If the consultant has any reservation to entering into the standard agreement, those reservations shall be disclosed at the time that the qualifications requested above are submitted.

Submittal and Additional Information

Six (6) copies of the qualifications submittal must be received no later than 1:00 p.m. on January 21, 2015 at Falmouth Town Hall, 271 Falmouth Road, Falmouth, Maine 04105, and attention: Nathan Poore, Town Manager.

Questions regarding the project(s) may be directed to Pete Clark, Superintendent, Falmouth Wastewater Department, 96 Clearwater Drive, Falmouth, ME. 04105; phone 207-781-4462, pclark@falmouthme.org

Town of Falmouth, Consultant services
Example standard agreement

I. PARTIES

This contract (hereinafter referred to as "Agreement") is made and entered into on this _____ day of _____, 201__, 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 _____, 201__ and will complete work on or before _____, 201__.

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 both 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