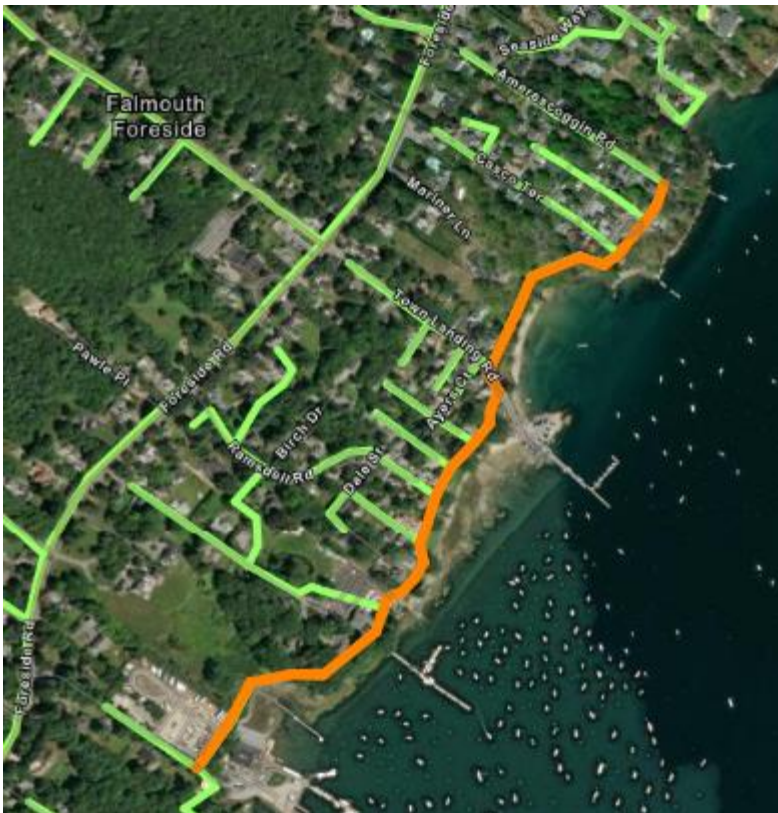


Request for Bids
Surveying Services – Town Landing Interceptor
For the Town of Falmouth Wastewater Department
Issued: February 15, 2024

Bids may be emailed to Superintendent, Daniel Marks, dmarks@falmouthme.org, in PDF form, marked “Bid for Surveying Services – Town Landing Interceptor”, until 12:00 p.m. on March 13, 2024. Any late proposals will not be accepted.

Purpose and Background

The Town of Falmouth Wastewater Department owns, operates, and maintains the “Town Landing Interceptor Sewer”. Constructed in the late 1960s/early 1970s, the Town Landing Interceptor Sewer (TLIS) collects and conveys wastewater generated east of Route 88 (Foreside Road) from Amerescoggin Road in the north to the Handy Boat pump station. The TLIS is located within a 30’ wide easement and approximately 4,200’ in length. Much of the TLIS is near a steep slope that runs towards the coastline.



Coastal erosion has and continues to threaten the Town Landing Sewer Interceptor. Wave action, sea level rise, intense rainfall and groundwater pressure have resulted in slope failures along the coastline. In 2015, the Town completed a study of slope failures in select areas along the Interceptor. To date, none of these failures have impacted the Town’s sewer infrastructure. However, close monitoring and observation of the Interceptor is needed as plans to secure the infrastructure are considered.

This survey effort will serve the Town of Falmouth Wastewater Department by establishing a baseline of sewer pipe proximity to the slope and identify areas of concern where the pipe is closest to the slope surface.

Scope of Work

The successful firm will be able to provide surveying services including but not limited to the following:

Task 1

1. Survey of the approximate 4,200 foot 30' wide sewer easement, including topography (1' contours) and sewer utilities (i.e. rim and invert elevations on sewer manholes);
2. Location of other public utilities and found private utilities / infrastructure;
3. Up to 10 section cuts in locations determined after survey where the pipe is closest to the slope surface;
4. Town Tax Map/GIS lines for all the abutting parcels;
5. Abutter names, tax map id's and deed references;
6. Sewer Easement deeds referenced;
7. Requested scale is 1":40'; and
8. Survey locations of all features within the 30' easement including large trees over 18".

Task 2

1. Provide a boundary survey for the beach access to the town owned parcel U17-062-A (see highlighted section below). The goal being to determine the ownership limits of the beach.
2. Research deeds for U17-062-A to support boundary survey.
3. Provide map and AutoCAD file showing survey results.
4. Provide field staking to show limits of town ownership.



The Town of Falmouth Wastewater Department will provide the following:

1. Notifications to sewer easement abutters to inform residents of the work;
2. Access to sewer infrastructure (it is expected that the successful surveyor will be able to open all sewer manhole structures, and that Town Wastewater staff will assist in an as needed basis);
3. Traffic control, as needed.

Environmental Sustainability Policy

1. Bidders are asked to view the Town of Falmouth's environmentally preferable procurement policy (See [Section XI](#)) and demonstrate how their proposal will support the policy by describing environmentally-preferable attributes of the products and services to be purchased. Bidders are also encouraged to highlight company-wide environmental sustainability policies and practices (examples of environmental sustainability are outlined in the [Town of Falmouth's Sustainable Business Recognition Program](#)).

Required Submittal

Bids shall include the following and shall be organized using each of the below elements as section headings:

- Firm Description: Provide a brief description of the firm including firm size and area of specialization, location of nearby office(s) proposed to handle Town's projects.
- Experience: Provide your knowledge of the Town and its facilities as they relate to the scope of work above.
- Project Team: Provide names and resumes of key professionals who would be working closely with the Town. The primary contact shall be clearly identified, and a description of their relevant previous projects listed.
- Five (5) project references, including client contact name, email and phone number.
- Bid Form (see attached form below)

Include these requirements in one (1) sealed envelope, clearly labeled "BID FOR SURVEYING SERVICES – TOWN LANDING INTERCEPTOR" to be delivered to Dan Marks, Wastewater Department, 96 Clearwater Drive, Falmouth, ME, prior to the bid due date and time.

Selection Process

The Town will evaluate each bid individually and in the context of all other bids. Proposals must be fully responsive to the requirements described in this request, and to any subsequent requests for clarification or additional information made by the Town. Proposals must comply with and are subject to all provisions of applicable federal, state, and local laws. Proposals failing to comply with the submission requirements or those unresponsive to any part of this solicitation may be disqualified. Proposals will be evaluated according to the following:

Town of Falmouth, Maine
Surveying Services – Town Landing Interceptor

- Responsiveness to submission requirements
- Qualifications of firm and key team members
- Familiarity with Town of Falmouth wastewater facilities
- Environmental Sustainability Policy
- References
- Bid Price

The Town, at its discretion, may select a firm outright or select a finalist(s) for in-person and/or telephone interviews.

The Town reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the Town. The Town also reserves the right to accept any Task independently or both tasks together.

Questions

Questions can be directed to Dan Marks, Wastewater Superintendent, dmarks@falmouthme.org with the subject – “Surveying Services – Town Landing Interceptor”. Only written questions will be considered – e-mail format preferred. No phone calls please. Addenda for potentially interested bidders will be provided as necessary and posted on Town’s “bid” web page <https://www.falmouthme.org/current-bids-rfps/pages/current-bids-rfps>.

Agreement

The Town’s standard consultant agreement follows. Consultants awarded work under this Request for Qualifications will be expected to execute this agreement.

BID FORM

Surveying Services – Town Landing Interceptor

(Lump Sum Bid)

I have read and understand the content of this Request for Bids:

Contractor: _____

Signed: _____ Date: _____

Title: _____

Email: _____ Phone: _____

Task 1 - Total Bid Price (numerals): _____

Task 1 - Total Bid Price (written): _____

Task 2 - Total Bid Price (numerals): _____

Task 2 - Total Bid Price (written): _____

SAMPLE AGREEMENT

(DO NOT SIGN AS PART OF THE RESPONSE TO THIS REQUEST)

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 _____, 200__ and will complete work on or before _____, 200__.

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 consultant 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