



CITY HALL

**CITY OF SOUTH PORTLAND
REQUEST FOR PROPOSAL
FOR
ENGINEERING SERVICES
for
All the City Departments
2014**

OVERVIEW:

The City of South Portland (City) is seeking proposals for the provision of Engineering Services. The City departments involved with this contract includes but are not limited to Water Resource Protection, Parks /Recreation/Waterfront, Public Works, Police, Planning/Development, Informational Services, Library and the Fire Department. In lieu of having one general service contract to serve the wide range of engineering services needed for the City, we have broken out our tasks and project needs to match the different areas of engineering specialties. The work required is quite diverse and may involve, but is not limited to, engineering services related to the wastewater treatment facility (WWTF) and pump stations, civil assets, asset management (AM), geographical information systems (GIS), transportation, architectural, stormwater management modeling (SWMM), water resources, instrumentation and integration. The contract shall begin on or about July, 2014 and shall have a term of three (3) years from the date of execution. The City solely reserves the right to negotiate three (3) additional one (1) year renewals with the selected firm(s). The City will announce its intention prior to the end of the contract period.

The City intends to select one firm for each engineering service category. The City also reserves the right to select one firm for multiple categories. Therefore, each firm can submit on one category, all categories, or any combination thereof. Each firm may also subcontract with other firms to fulfill the complete engineering needs of a category as long as they are listed in the proposal.

Sealed proposals for providing Engineering Services and other responsibilities as described herein, must be received at the City Hall located at 25 Cottage Road, South Portland, Maine 04106 before **10:00 a.m., on Tuesday, June 18, 2014**. Late, email, telephone facsimile and or unsigned proposals shall not be accepted. All proposals shall be held open to acceptance for sixty days from their opening.

All questions should be directed, in writing, to Brad Weeks at the Engineering Department at 111 Waterman Drive, South Portland, Maine 04106, e-mail bweeks@southportland.org, or by fax 207-767-5697 and must be received by the end of the day on **June 11, 2014**. Questions received after this time will not be addressed. Written addenda may be issued when changes, clarifications, or amendments to this document are deemed necessary. Oral explanations or interpretations given before the award of the contract are not binding.

TABLE OF CONTENTS:

✦ SCHEDULE..... Page 2
✦ SCOPE OF WORK..... Page 2
✦ TERM OF AGREEMENT-INSURANCE REQUIREMENTS..... Page 5
✦ RESERVATION OF RIGHTS..... Page 6
✦ SELECTION PROCESS..... Page 7
✦ SELECTION COMMITTEE..... Page 7
✦ MATERIAL TO BE SUBMITTED..... Page 7
✦ Appendix A - FEE SCHEDULE FORM..... Page 9
✦ Appendix B - PROPOSAL SIGNATURE FORM..... Page 11
✦ Appendix C - RFP RESPONSE FORM..... Page 13

SCHEDULE:

The following is the anticipated schedule:

RFP (Request for Proposals) Released/Advertised	May 28, 2014
RFP Questions submitted by	June 11, 2014
Addendum (if needed)	June 13, 2014
RFP Submittal Deadline	June 18, 2014
RFP Finalist Selection	June 27, 2014
Interviews of Finalist (if needed or requested)	June 23-27, 2014
Council Approval of Finalist	July 7, 2014
Contract Negotiations Begin	July 8, 2014

SCOPE OF WORK:

The City of South Portland wishes to utilize the services of one (or more) engineering consulting firms (Firm). This action is being taken in order to complete a variety of tasks and/or projects in a timely, cost effective manner. The firm must be highly skilled in public infrastructure design, management, municipal project cost estimating, and construction services work for municipalities similar to the City of South Portland.

The successful Firm(s) are expected to have thorough knowledge and experience with the drafting, design, and operational software being utilized by the City as appropriate per engineering service category. Additionally, the successful firm will have demonstrated success in evaluating and obtaining local, state, and federal required permits for the areas specified in the RFP. The Firm(s) shall provide knowledgeable, proficient, and responsive personnel from the following classifications, which includes but is not limited to licensed professionals for civil, transportation, marine, structural, architectural, geotechnical, environmental, process, mechanical, instrumentation, and electrical engineering; construction inspection; GIS; and CADD services. The City may seek assistance to prepare for and administer federal and/or state grants as they apply to projects.

The selected Firm's role in providing services may vary per project. Any one, combination of, or all of the following services could be performed for a task or project:

1. Conceptual, preliminary and final designs;
2. Engineering analysis or reviews;
3. Community relations and outreach;
4. Permitting support;
5. Bidding services;
6. Funding, finance, and cost estimating support;
7. Construction administration, owner's representative, and field inspection services; and
8. Post Construction.

The City intends to select one Firm for each engineering service category. The City also reserves the right to select one Firm for multiple categories. Therefore, each Firm can submit on one category, all categories, or any combination thereof. The following is a description of services:

- **Category 1 - Wastewater Treatment Facility and Pump Stations:** Provide services associated with wastewater treatment facilities and pump stations. These services include but are not limited to compliance activities; Capacity Management Operations and Maintenance (CMOM) strategy; facility evaluations, engineering, cost reviews/estimates, assessments, studies, preliminary designs, designs, construction administration, construction inspection, hydraulic modeling, and flows and loads analysis; permitting; coordination with local, state, and federal departments; and implementation of the WWTF facility plan.
- **Category 2 – Civil:** Provide services including, but not limited to, site evaluations, reviews, assessments, studies, preliminary designs, survey, designs, construction administration, construction and inspection, permitting, CADD, cost reviews/estimates, coordination with local, state, and federal departments; waterfront engineering; erosion control reviews; parks and recreational facilities; sewer and stormwater collection systems; SWMM modeling; implementation of the Combined Sewer Overflow (CSO) Facility Plan; landscape architecture; compliance with planning department requirements, site location development services; stormwater compliance and stormwater management; wetland mitigation; environmental site assessments phase 1 and 2; geotechnical services.
- **Category 3 – Transportation:** Provide services including, but not limited to, road designs, road reconstructions, peer review of traffic permits, traffic studies, programming and maintenance of our traffic control systems, pavement assessments and program, bike and pedestrian designs and implementation, City trails assessments and implementation; provide at a minimum all engineering services associated with the surface within the City's right-of-way; requirements include but are not limited to specific tasks, evaluations, reviews, assessments, studies, preliminary designs, designs, construction administration, construction inspection, permitting, CADD, coordination and interfacing with local, state, and federal departments.
- **Category 4 – Building Architectural:** Provide services including, but not limited to, planning, design, and construction of the City's buildings, facilities, and other physical structures including renovations and upgrades; provide at a minimum all architectural/engineering services associated with a building; structural, electrical, HVAC, and plumbing services; requirements include but are not limited to specific tasks, evaluations, reviews, peer reviews for compliance with zoning standards, assessments, studies, preliminary designs, designs, construction administration, construction inspection, permitting, drawing, coordination and interfacing with local, state, and federal departments, energy audits, compliance with ADA requirements, LEED certifications.
- **Category 5 - Asset Management:** The Water Resource Protection Department has started a formal AM program for the WWTF, which will later expand to the wastewater collection system,

pump stations and other City assets. An implementation plan is in development. The City intends to expand and refine its list of assets, its use of “risk-based” AM prioritization methodologies, maintenance practices, and other AM techniques like Business Case Evaluation (BCE), workflow analysis, and performance measures. These activities will be included in an evolving AM implementation plan. Other departments (Public Works and Parks/Recreation/Waterfront) intend to adopt these methods in the future. AM services under this category also include, reviewing, evaluating, recommending, and implementation of AM and Computerized Maintenance Management Software (CMMS) software.

- **Category 6 – GIS:** Assist with implementation of recommendations in 2014 GIS Needs Assessment Report (due in June 2014); maintain and provide quality control for current and future commonly used/shared GIS data layers and coordinate data distribution to various municipal departments; create metadata for any commonly used/shared GIS data layers that does not currently exist; assist with development of new GIS data layers (including creation of metadata) and coordinate with other consultants and municipal departments as needed; routinely update relevant GIS data layers on remote computers; advise and assist with investigation, acquisition and integration of new GIS-based applications to enhance City workflow and community services; maintain currency and coordinate integration of GIS data layers for the City’s MapGeo website; integrate CADD record drawings and relevant associated attributes with GIS data layers; coordinate aerial flyovers with contractor/City/State; manage and coordinate integration and operations of various municipal service applications (Granite XP, Street Openings, AppGeo, Looking Glass, Vision Cama, Catchbasin Cleaning, etc.) with the City’s GIS system; assist in setting up GPS and mobile devices.
- **Category 7 – Water Resources and MS4 Compliance:** Provide cost estimating services and selection of recommendations in the existing EPA-approved Watershed Management Plans(WMP), which currently include [Trout & Kimball Brooks](#) (developed by City) and [Red Brook](#) (developed by Town of Scarborough); identify whether additional restoration activities beyond those specified in the WMPs are needed for streams to attain water quality standards and provide guidance for implementing additional restoration activities; provide cost estimate and scheduling services for completion of Barberry Creek WMP that includes close consultation with DEP; provide general services related to MS4 compliance; TMDL review; public outreach; prioritization; in-stream habitat remediation, restoration, or design; flood plain remediation, restoration, or design; FEMA Mapping and Permitting; hydrologic and hydraulic analysis; geomorphology analysis; and structural retrofits (BMPs) to address impacts from existing impervious areas.
- **Category 8 – Instrumentation and Integration:** The Water Resource Protection Department has an extensive SCADA system for the WWTF and Pump Stations. The selected firm will provide services to troubleshoot, on-call-services, upgrade, modify programs and screens; provide at a minimum other engineering services associated with SCADA/Instrumentation for a treatment plant and pump stations; requirements include but are not limited to specific tasks, evaluations, reviews, assessments, installations, construction inspection, coordination with the firm from Category 1 – Wastewater Treatment Facility and Pump Stations; instrumentation design will be done by the firm selected for Category 1.

TERM OF AGREEMENT-INSURANCE REQUIREMENTS

The firm shall provide compliance with all applicable local, state, and federal laws.

The City shall exercise its option to renew the contract for the three, one-year renewal periods during the month of June that is prior to the July end date of the contract period. The Firm shall have the opportunity to renegotiate their fees during the one-year renewal period. The City will notify the Firm in writing 30 days prior to July 1st to confirm if or if not the contract has been renewed or terminated.

Prior to each assignment, the firm will meet with the City's project manager to outline in writing the scope of services for the particular project. The Firm shall furnish all labor, materials, and equipment necessary to do the work which shall be conducted in accordance with the best professional practice. All applicable City, State, and Federal including statues/regulations will be observed.

The Firm and City recognize that time is of the essence and that owner will suffer financial loss if work is not completed within the time stated in the agreed upon scope of services. Accordingly, the Firm and City agree that as liquidated damages for delay (but not as a penalty), the Firm shall pay City \$500.00 for each day that expires after that time specified for Substantial Completion until the work is substantially complete. After Substantial Completion, if the Firm neglects, refuses, or fails to complete the remaining work within 15 days after substantial completion or any proper extension thereof granted by the City, the Firm shall pay the City \$1,000.00 for each day that expires after that time specified in the scope of work until the work is finally completed. The contract agreement will go into further details with the procedures associated with changes in time and delays.

All documents, data, studies, estimates, summaries and other work or material developed under the ensuing agreement shall be the property of the City and shall be promptly delivered to the City in the form compatible with the City's current software as stated in the agreement upon completion of the services. All data collected shall be treated as confidential material and shall be disclosed only to authorized City representatives. All City standards, operational methodologies, and systems are the sole property of the City and cannot be used without the written consent from an authorized City representative.

The successful firm shall agree to the insurance requirements as outlined in further detail in the final Agreement with the City. At a minimum, the successful firm shall keep in effect at all times insurances in the following amounts and with such coverage as set forth below from a company authorized to do business in Maine: (a) Professional Liability insurance, covering both the firm and its sub-contractors, in the amount of \$1 million Per Occurrence and \$3 million General Aggregate; (b) Comprehensive General Liability insurance in the amount of \$1 million Per Occurrence and \$3 million General Aggregate; and (c) Automobile Liability (scheduled, non-owned and hired vehicles) for bodily injury and property damage in the amount of \$1 million combined single limit. The firm shall also maintain and cause all sub-contractors to maintain Workers' Compensation and Employers Liability in accordance with the laws and regulations of the State of Maine. The City assumes no responsibility for injury to the firm, their agents or others while examining the job site or at any other time.

Proof of such insurance shall be provided to the City by the firm at the time of execution of the Agreement and at any time thereafter upon request by the City. In addition, the firm shall provide the City with a copy of the certificate evidencing its own such insurance and naming the City as an additional named insured upon the commencement date of the Agreement and upon the anniversary of the commencement date of the Agreement thereafter.

RESERVATION OF RIGHTS

The City reserves the right to request clarification of and/or solicit additional information of any Firm or subcontracted Firm; to have Firms(s) and their subcontracted Firm(s) make presentations to the Selection Committee; and/or to negotiate with any Firm(s) regarding any terms of their proposal with the intent to achieve the best proposal that shall result in a contract that is deemed by the City to be in its best interest. Any such negotiations will use the selected proposal as a basis to reach a final agreement, if possible. After a Firm has been selected, the City reserves the right to negotiate the final fee.

The City reserves the right to solicit information about the firm from all sources available to the City.

The City reserves the right to substantiate proposer's qualifications, capabilities to perform, availability, past performance record, performance/submission of work on time and to verify that the firm is current in its obligations to the City at any time during the initial 3 year contract or each renewal year thereafter. The City reserves the right to terminate the ensuing contract immediately for cause, failure to perform, failure to deliver work based on contractual deadlines or for convenience on thirty day prior written notice with the City. The City will be responsible only for payment for supplies, materials and/or services provided or amounts expended or incurred in reliance thereon prior to the effective date of such notice.

The City reserves the right to waive any informalities in proposals, to accept any proposal or parts thereof, and to reject any and all proposals should it be deemed to be in the best interest of the City to do so.

The City reserves the right to review and approve any proposed substitution of personnel not listed on the team and subcontractors.

Projects/tasks and/or portions of such projects/tasks shall be assigned to the selected Firm solely at the City's discretion. The City will also determine the lead Firm in a project/task which requires the effort from multiple categories. The City also reserves the right to have the lead Firm utilize in-house staff to perform services designated in other categories. The City reserves the right to utilize City staff and/or engage additional consultants to the degree it deems necessary or desirable.

The City will reserve the right to solicit proposals for projects separately if deemed in our best interest to do so.

The City reserves the right to waive any or all formalities or informalities in the selection process should it be deemed to be in the best interest of the City to do so.

SELECTION PROCESS

All proposals will be reviewed and analyzed as to content and completeness. Firm(s) may be requested to clarify submitted material and/or to provide additional information during the review process. The review and evaluation of each proposal will be in accordance to the criteria shown as follows:

CRITERIA	POINT VALUE
Firm's Experience	20
Team Qualifications	15
Knowledge of the City and its Facilities	30
Communications, Availability, Ability to Complete Work on a timely basis	30
Proposal	5

Based upon this review and rating of submitted material, the Selection Committee may select one, some or all responding Firms for interviews. Should interviews be conducted, the project manager responsible for managing the contract must be present at the interview. Failure to have said individual present will lead to disqualification of the firm. The Committee reserves the right to request the presence of other team members/key personnel identified in the response. The City reserves the right to review and approve any subcontracted Firm identified in the submitted proposal.

SELECTION COMMITTEE

A Selection Committee will be formed, which will include City staff from a variety of Departments:

1. Water Resource Protection Department
2. Public Works Department
3. Parks/Recreation/Waterfront Department
4. Planning/Development Department
5. IT Department
6. Police Department
7. Library Department
8. Transportation Department
9. Fire Department






MATERIAL TO BE SUBMITTED

The proposal must be signed, sealed and returned with all necessary attachments to City Hall by the specified receipt date and time in one package, clearly marked on the outside with the RFP title and Category the firm is seeking. All attached forms must be completed and returned as part of the submittal proposal. Any Addenda must be manually signed and returned as part of the submittal proposal. The firm shall submit **(5) copies** of their proposal. **If a firm considers bidding on more than one Category, then a separate proposal is required for each Category.** A proposal which has more than one Category combined together will not be accepted.

The qualifications of the Firm shall demonstrate capabilities to perform the various tasks associated with the Category for which they are submitting and address the following as a minimum:

1. In Appendix A, there is an **example** of a Fee Schedule. The Firm shall provide their own job descriptions that they use with an hourly billing rate that shall include all overhead and profit for each. List all job descriptions that could provide work in the designated category including the job descriptions from subcontracted firms. Expenses and materials used in a task or project shall be billed at actual cost with no mark-up or taxes and shall be supported with proper documentation prior to reimbursement. The Firm is allowed up to a maximum of a 5% markup on their first tier subcontractor(s). **The Fee Schedule shall be submitted in a separate sealed envelope with the RFP.**
2. List the names, addresses, e-mail and telephone numbers of representatives of two current or recent clients who are familiar with the work your firm has done that is similar to the bid Category. Evaluate your firm's performance, ability to meet deadlines, design budgets, project budgets, quality of work, and design related change orders issued during construction to a project for each client. These clients will also serve as references for your Firm. **(Maximum of (4) four single sided pages, 12 font)**
3. List one similar project where the overall project did not go so well. Discuss the issue(s), how your firm handled those issues, and the final outcome. List any settled claims or lawsuits within the past 3 years **(Maximum of (1) one single sided page, 12 font)**
4. Describe two projects your firm has undertaken that were either directly or partially funded by the State of Maine and/or by Federal funds. **(Maximum of (1) one single sided page, 12 font)**
5. List all offices of the company and where each function of work will be performed. **(Maximum of (1) one single sided page, 12 font)**
6. Provide an organizational chart of your Firm and any subcontracted Firm. Clearly show on the organizational chart the individuals who will have direct, regular involvement in the contract.
7. Identify the key individual who will be the project leader for this Category and main point of contact for all matters. Attach resumes of this individual and all other key personnel who would be involved along with a description of their responsibilities associated with this Category.
8. If you use a subcontracted Firm, attach resumes of key personnel and describe their responsibilities.
9. Describe your knowledge of the City and its facilities as they relate to this Category. **(Maximum of (1) one single sided page, 12 font)**
10. Describe in your proposal the method of coordinating and more importantly meeting schedules and deadlines. **(Maximum of (1) one single sided page, 12 font)**
11. Describe this team's estimated workload and their respective "end dates". Explain how these identified projects will affect the proposed services to the City of South Portland in terms of workload and scheduling. **(Maximum of (1) one single sided page, 12 font)**

The City is requesting each firm to follow the recommended proposal format in this order:

-  Cover Page
-  Engineering RFP Response Form
-  Proposal Signature Form
-  Material to be Submitted - Items 1-11
-  Fee Schedule Form **submitted in a separate sealed envelope with the RFP**

Appendix A - FEE SCHEDULE FORM

FEE SCHEDULE FORM

(name of category)

<u>JOB DESCRIPTION</u>	<u>HOURLY BILLNG RATE</u>
Principal Professional Engineer	\$
Principal Professional Surveyor	\$
Principal Professional Architect	\$
Principal Reg. Landscape Architect	\$
Professional Engineer/Civil	\$
Professional Engineer/Structural	\$
Professional Engineer/Electrical	\$
Professional Engineer/Environmental	\$
Professional Engineer/Mechanical	\$
Professional Engineer/Traffic	\$
Licensed Professional Surveyor	\$
Licensed Professional Architect	\$
Registered Landscape Architect	\$
Staff Engineer/Civil	\$
Staff Engineer/Structural	\$
Staff Engineer/Geotechnical	\$
Staff Engineer/Electrical	\$
Staff engineer/Environmental	\$
Staff Engineer/Mechanical	\$
Staff Landscape Architect	\$
CADD Technician	\$
Two-Person Survey Crew	\$
Clerical	\$
Construction Inspectors	\$
GIS Technician	\$

Companies Multiplier Rate #.#

Appendix B - PROPOSAL SIGNATURE FORM

Proposal Signature Form for

_____ (name of category)

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, which it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined in this RFP, and that their proposal is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by the City of South Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits that may be derived there from, has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a city employee who would be paid to perform services under this proposal. An example of indirect interest would be a city employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known.)

The proposer acknowledges the receipt of Addenda numbered _____ (if applicable)

COMPANY NAME: _____
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: _____
(Officer, Authorized Individual or Owner)

DATE: _____

PRINT NAME & TITLE

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____ FEDERAL TAX ID NUMBER: _____

NOTE: All bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid. This sheet must be signed and returned with the proposal package.

Appendix C - RFP RESPONSE FORM

CITY OF SOUTH PORTLAND

Engineering RFP Response Form

Firms seeking to provide engineering services should check the appropriate box for the category they are submitting on:

Category Number	Category Description	Column
1.	Wastewater Treatment Facility and Pump Stations	<input type="checkbox"/>
2.	Civil	<input type="checkbox"/>
3.	Transportation	<input type="checkbox"/>
4.	Building Architectural	<input type="checkbox"/>
5.	Asset Management	<input type="checkbox"/>
6.	GIS	<input type="checkbox"/>
7.	Water Resources and MS4 Compliance	<input type="checkbox"/>
8.	Instrumentation and Itegration	<input type="checkbox"/>
