CITY OF SOUTH PORTLAND
REQUEST FOR QUALIFICATIONS
FOR
MUNICIPAL SERVICES
for
All City Departments
2020

OVERVIEW:
The City of South Portland (City) is seeking qualifications for the provision of various municipal services. The City departments involved with this contract include but are not limited to Water Resource Protection, Parks /Recreation/Waterfront, Public Works, Police, Planning/Development, Informational Services, Library and the Fire Department. The school department will not be involved in this contract. In lieu of having one general service contract to serve the wide range of services needed for the City, we have broken out our tasks and project needs to match areas of expertise. The work required is diverse and involves, but is not limited to:

- Category 1 – Wastewater Treatment Facility and Pump Stations
- Category 2 – Civil
- Category 3 – Transportation and Traffic Analysis
- Category 4 – Architectural
- Category 5 – GIS
- Category 6 – Water Resources and MS4 Compliance
- Category 7 – Instrumentation and Integration

The contract is expected to begin September, 2020 and shall have a term of three (3) years from the date of the actual execution. Thereafter, the City solely reserves the right to negotiate three (3) additional one (1) year renewals with the selected Firm(s). Essentially extending this contract for years 2024, 2025, and 2026. Therefore a contract with a Firm could amount to a total of six years of services. Two months prior to the start of the 2024 contract year, the City will announce its intention to extend the contract or not with the Firm. A letter of intent to extend the contract will also be warranted for years 2025 and 2026.

The City intends to select one Firm for each 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 service package as long as they are listed in the proposal.
Sealed responses to the RFQ for providing Municipal Services as described herein, must be received at South Portland City Hall located at 25 Cottage Road, South Portland, Maine 04106 before **10:00 a.m., on Friday, August 7, 2020**. Late, email, telephone, facsimile and or unsigned responses to the RFQ shall not be accepted. All responses 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 **July 27, 2020**. 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.
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SCHEDULE:

The following is the anticipated schedule:

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<tr>
<th>Event</th>
<th>Date</th>
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<tr>
<td>RFQ (Request for Qualifications) Released/Advertised</td>
<td>July 6, 2020</td>
</tr>
<tr>
<td>RFQ Questions submitted by</td>
<td>July 29, 2020</td>
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<tr>
<td>Addendum (if needed)</td>
<td>July 31, 2020</td>
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<tr>
<td>RFQ Submittal Deadline</td>
<td>August 7, 2020</td>
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<tr>
<td>Interviews of Finalist (if needed or requested)</td>
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<tr>
<td>RFQ Finalist Selection</td>
<td>September 4, 2020</td>
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<tr>
<td>Council Approval of Finalist</td>
<td>September 22, 2020</td>
</tr>
<tr>
<td>Final Contract Negotiations Begin</td>
<td>September 23, 2014</td>
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</tbody>
</table>

SCOPE OF WORK:

The City of South Portland wishes to utilize the services of one or more consulting Firms (otherwise known herein as Applicant or Firm) to complete a variety of tasks and/or projects effectively and in a timely and cost effective manner. The Applicant must be highly skilled in the functional areas that are addressed in the responses to the RFQ, and must have the capacity to serve municipalities similar to the City of South Portland.

Successful Applicants will have demonstrated success in performing the services specified in the RFQ, including proven capacity to evaluate and obtain local, state, and federal approvals as may be necessary for the identified service areas. Applicants shall provide knowledgeable, proficient, and responsive personnel from the functional areas to which their proposals are applying. Further detail for each functional area is outlined below. Classifications include but are 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 Applicant’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. Technical and professional 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 category. The City also reserves the right to select one Firm for multiple categories. Therefore, each Applicant 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; stormwater and sewer modeling; wetland mitigation; environmental site assessments phase 1 and 2; geotechnical services; low impact development design; peer reviews.

- **Category 3 – Transportation and Traffic Analysis**: Provide services including, but not limited to, road designs, road reconstructions, peer review of traffic permits, preparing and peer reviewing 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; peer reviews.

- **Category 4 – 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 services associated with property management including structural, electrical, HVAC, and plumbing services; evaluating and peer reviewing development proposals for compliance.
with design standards; facility planning; preliminary architectural designs; construction administration and inspection; graphic and architectural design; urban design; coordinating and interfacing with local, state, and federal departments; performing energy audits; ensuring compliance with ADA requirements, peer reviews. Ability to prepare efficiency-certified architectural services (such as LEED or Passive House Institute certified design, or other similar certifications) is desirable.

- **Category 5 – GIS:** 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 layer 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 current data 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 other contractors/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 6 – 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 7 – 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, designs, reviews, assessments, installations, construction inspection, and coordination with the Firm from Category 1 – Wastewater Treatment Facility and Pump Stations.
TERM OF AGREEMENT-INSURANCE REQUIREMENTS

The Firm, in the course of rendering services to the City, shall comply with all applicable local, state, and federal laws.

The contract is expected to begin September, 2020 and shall have a term of three (3) years from the date of the actual execution. Thereafter, the City solely reserves the right to negotiate three (3) additional one (1) year renewals with the selected Firm(s). Essentially extending this contract for years 2024, 2025, and 2026. Therefore a contract with a Firm could amount to a total of six years of services. Two months prior to the start of the 2024 contract year, the City will announce its intention to extend the contract or not with the Firm. A letter of intent to extend the contract will also be warranted for years 2025 and 2026.

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.

Also, prior to each assignment, the Firm will meet with the City to define the project schedule as part of the scope of services. For the projects that are time sensitive, an agreed upon the substantial completion date and final date between the City and Firm will be written by the Firm in the scope of services where the following terms apply. The Firm and City recognize that time is of the essence and the City 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 by the Consultant shall be treated as confidential material. 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 detail in the final Agreement with the City. 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 qualifications with the intent to achieve the best qualifications 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 qualifications 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 qualifications, to accept any qualifications or parts thereof, and to reject any and all qualifications 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 the best interest of the City to do so.
**SELECTION PROCESS**

All qualifications 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 qualification will be in accordance to the criteria shown as follows:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>POINT VALUE</th>
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<tbody>
<tr>
<td>Firm’s Experience</td>
<td>20</td>
</tr>
<tr>
<td>Team Qualifications</td>
<td>20</td>
</tr>
<tr>
<td>Knowledge of the City and its Facilities</td>
<td>15</td>
</tr>
<tr>
<td>Communications, Availability, Ability to Complete Work on a timely basis</td>
<td>25</td>
</tr>
<tr>
<td>Proposal</td>
<td>20</td>
</tr>
</tbody>
</table>

Based upon this review and rating of submitted material, the Selection Committee may select one or more Applicants for interviews. Should interviews be conducted, the project manager responsible for managing the contract must be present at the interview as well as the lead project manager for any subconsultants that are included to serve a specific service category. Failure to have said individuals 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 independent of the Applicant.

Once the Selection Committee selects a Firm for each category, the Selection Committee’s recommendation then goes before the City Council for final approval as outlined in the Schedule above on Page 3.

**SELECTION COMMITTEE**

A Selection Committee will be formed, which will include City staff from a variety of Departments:
1. Water Resource Protection
2. Public Works
3. Parks/Recreation/Waterfront
4. Planning & Development
5. IT
6. Police
7. Library
8. Transportation
9. Fire

**MATERIAL TO BE SUBMITTED**

The qualification response 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 RFQ title and Category or Categories the Applicant is seeking for consideration. All
attached forms must be completed and returned as part of the submitted RFQ. Any Addenda must be manually signed and returned as part of the submitted RFQ. The Applicant shall submit (1) hard copy of their RFQ with an electronic copy of the submission on a USB drive. If a Firm considers bidding on more than one Category, a separate RFQ is required for each Category. A proposal which has more than one Category combined together will not be accepted.

The qualifications of the Applicant 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. List the names, addresses, e-mail and telephone numbers of representatives of three current or recent clients who are familiar with the work your Firm has done for each bid Category proposed. Provide information associated with 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)

2. List one similar project where the overall project did not go well. Discuss the issue(s), how your Firm handled those issues, and the final outcome. (Maximum of (1) one single sided page, 12 font)

3. 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 each applicable 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 your 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)

12. Periodically the Planning Department has a need for Planning Board Peer Reviews. The Peer Reviews would encompass Category 2 – Civil, Category 3 - Transportation, and Category – 4 Architectural. The Planning Department is asking for a Flat Rate for any Peer Review. Please provide in your RFQ a Flat Rate cost for a Peer Review.

13. 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 subcontractors. 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 RFQ.

The City is requesting each Firm to follow the recommended RFQ format in this order:
- Cover Page
- RFQ Response Form found in Appendix C
- RFQ Signature Form found in Appendix B
- Material to be Submitted - Items 1-12 listed above
- Fee Schedule Form (found in Appendix A) submitted in a separate sealed envelope with the RFQ
# FEE SCHEDULE FORM

**JOB DESCRIPTION** | **HOURLY BILLING RATE**
---|---
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 - RFQ SIGNATURE FORM
RFQ 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 RFQ as principal, which it is made without any connection with any other person(s), firm or corporation submitting a RFQ for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined in this RFQ, 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 RFQ 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 RFQ. 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: ________________________________________________
(Oficer, 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 RFQ package.
Appendix C - RFQ RESPONSE FORM
CITY OF SOUTH PORTLAND

RFQ Response Form

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

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<th>Category Description</th>
<th>Column</th>
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<td>Wastewater Treatment Facility and Pump Stations</td>
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<td>GIS</td>
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<tr>
<td>6.</td>
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<tr>
<td>7.</td>
<td>Instrumentation and Integration</td>
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Appendix D – AGREEMENT BETWEEN OWNER AND FIRM FOR MUNICIPAL SERVICES
AGREEMENT
BETWEEN OWNER AND FIRM
FOR MUNICIPAL SERVICES
Prepared by

EJCDC
ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

Issued and Published Jointly by

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

National Society of Professional Engineers®
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AGREEMENT
BETWEEN OWNER AND FIRM
FOR MUNICIPAL SERVICES

THIS IS AN AGREEMENT effective as of [_______] (“Effective Date”) between [City of South Portland] ("Owner") and [_____________________] ("Firm" or "Engineer/Firm").

Firm's Municipal Services under this Agreement are generally identified as follows: [See Article 1 below.]

Owner and Firm further agree as follows:

ARTICLE 1 – SERVICES OF FIRM

1.01 Scope

A. The City of South Portland (hereinafter the “Owner”) and ______________________ (herein after the “Firm” or “Engineer”) agree to have the Firm provide Municipal Services as outlined in the City’s Request for Qualifications (RFQ) and the Firm’s submitted RFQ. Both documents are now made part of this Agreement.

B. The Firm agrees to provide the personnel, supplies, equipment and labor necessary to perform the Municipal Services as outlined in their RFQ dated August 7, 2020. Any substantial change or addition to the scope of Municipal Services shall be agreed upon in writing by the Owner and Firm.

C. The Firm shall comply with all applicable local, state, and federal laws.

D. The contract shall have a term of three (3) years from the date of the actual execution. Thereafter, the City solely reserves the right to negotiate three (3) additional one (1) year renewals with the selected Firm(s). Essentially extending this contract for years 2024, 2025, and 2026. Therefore a contract with a Firm could amount to a total of six years of services. Two months prior to the start of the 2024 contract year, the City will announce its intention to extend the contract or not with the Firm. A letter of intent to extend the contract will also be warranted for years 2025 and 2026. The Firm shall have the opportunity to renegotiate their fees during each of the one-year renewal periods.

E. The Agreement serves as a base contract for all Municipal Services. Each assignment will begin by executing an Amendment to this Agreement for those services. Within the Amendment, the Firm will meet with the Owner’s project manager to outline in writing the scope of service for the particular project. The scope of services shall include as a minimum a detailed outline of the work, a schedule with critical milestones, delineate if time is of the essence for this work and a labor spreadsheet listing at a minimum the names of key personnel (Project Manager and key staff), positions, rate, hours, and tasks. The work of any Consultant shall also be included.
F. Amended contracts lasting longer than the Agreement period are not subject to renegotiations on labor rates.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

A. Owner shall have the responsibilities set forth herein.

B. Owner shall pay Firm as set forth in Article 4.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Firm pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Firm pursuant to this Agreement. Firm may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. The Owner has the right to amend this contract as needed in cooperation with and in agreement with the Firm.

E. Owner shall give prompt written notice to Firm whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Firm’s services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Firm’s services, (b) the Work, (c) the performance of any Constructor, or (d) Owner’s performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Firm is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

A. Firm shall complete its obligations within a reasonable time period. Specific time periods to be established as required for each assignment or task.

B. If Owner authorizes changes in the scope, extent, or character of the Project or Firm’s services, then the time for completion of Firm’s services, and the rates and amounts of Firm’s compensation, shall be adjusted equitably.

C. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Firm’s performance of its services.
D. The Contract Times may only be changed by a Change Order. Where Firm is prevented from completing any part of the work within the Contract Times due to delay beyond the control of the Firm, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made. Delays beyond the control of Firm shall include, but not be limited to, acts or neglect by Owner or Owner’s agents, acts or neglect of utility owners, regulatory agencies, fires, floods, epidemics, or acts of God. Delays attributable to and within the control of a Consultant, Subcontractor or Supplier shall be deemed to be delays within the control of the Firm.

E. The Firm will make reasonable attempts to notify and update the Owner on project work progress relative to schedule and deliverable milestones. This can be done in the cover letter of the invoice for the month, or through other appropriate communications.

F. On assignments or tasks where time is of the essence making the schedule a critical factor, the Substantial Completion and Final Completion dates will be established and agreed upon by the Owner and Firm during the development of the scope of services.

G. The Firm and Owner recognize when assignments or tasks have a schedule where time is of the essence, the 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 Owner agree that as liquidated damages for delay (but not as a penalty) for projects identified by the City as such during development of the scope of services, the Firm shall pay Owner $500.00 for each day that expires after that time specified in the scope of work 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 Owner, the Firm shall pay the Owner $1,000.00 for each day that expires after that time specified in the scope of work until the work is finally completed. No retainage will be taken out during the assignment or task. The assessed value of liquidated damages will be withheld from the final invoice. If the value of Liquidated Damages exceeds the final balance, the Owner will look for reimbursement from the Firm prior to any additional projects commencing. If concurrent projects are being done, the Owner reserves the right for payment in the amount of assessed liquidated damages to be withheld from those invoices or the remaining balance thereof which ever is greater. No additional work will be granted to the Firm until all liquidated damages are paid in full.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Firm shall prepare invoices in accordance with the Owner’s invoicing practices. The Owner will provide an example of their invoicing practices which includes a cover sheet with an attached spreadsheet showing the person, position, rate, hours and miscellaneous expenses. The spreadsheet will be provided regardless of whether or not the project is Time/Materials or Lump Sum. Firm shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt.
B. Firm shall invoice the Owner for services completed in accordance with the Fee Schedule attached as Exhibit L, as included in Firm’s submitted proposal in response to the City’s Request for Qualifications (RFQ).

C. The Firm will make reasonable attempts to notify and update the Owner on project work progress relative to budget, including but not limited to when project costs have reached 75% of the project budget. This can be done in the cover letter of the invoice for the month, or through other appropriate communications.

4.02 Payments

A. Failure to Pay: If Owner fails to make any payment due Firm for services and expenses within 45 days after receipt of Firm’s invoice, then:

1. amounts due Firm will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said forty sixth day; and

2. Firm may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Firm for any such suspension.

B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Firm in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Firm’s opinions (if any) of probable Construction Cost are to be made on the basis of Firm’s experience, qualifications, and general familiarity with the construction industry. However, because Firm has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors’ methods of determining prices, or over competitive bidding or market conditions, Firm cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Firm. If Owner requires greater assurance as to probable Construction Cost, then Owner may obtain an independent cost estimate at Owner’s expense.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Firm under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
B. **Technical Accuracy:** Owner shall not be responsible for discovering deficiencies in the technical accuracy of Firm’s services. Firm shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. **Consultants:** Firm may retain such Consultants as Firm deems necessary to assist in the performance or furnishing of the services. The Owner reserves the right to review and approve such Consultants.

D. **Reliance on Others:** Subject to the standard of care set forth in Paragraph 6.01.A, Firm and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. **Compliance with Laws and Regulations, and Policies and Procedures:**

1. Firm and Owner shall comply with applicable Laws and Regulations.

2. Firm shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Firm’s performance of services under this Agreement and that Owner provides to Firm in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner’s responsibilities or to Firm’s scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations;

   b. the receipt by Firm after the Effective Date of Owner-provided written policies and procedures;

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Firm shall not be required to sign any document, no matter by whom requested, that would result in the Firm having to certify, guarantee, or warrant the existence of conditions whose existence the Firm cannot ascertain. Owner agrees not to make resolution of any dispute with the Firm or payment of any amount due to the Firm in any way contingent upon the Firm signing any such document.

G. When the Owner designates the Firm as their representative during the Construction Phase of a project, the Firm’s status shall be as outlined in the EJCDC C-700 Standard General Conditions of the Construction Contract under Article 9 – Engineer’s Status During Construction and as modified in C-800 Supplementary Conditions.
H. Firm is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

I. Firm’s services do not include providing legal advice or representation.

J. Firm’s services do not include (1) serving as a “municipal advisor” for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

K. While at the Site, Firm, its Consultants, and their employees and representatives shall comply with the applicable requirements of Owner's safety programs of which Firm has been informed in writing unless the Firm’s Safety Program is more stringent.

### 6.02 Design Without Construction Phase Services

A. Firm shall be responsible only for those Construction Phase services expressly required of Firm as defined in the scope of work for that project. With the exception of such expressly required services, Firm shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Firm that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Firm.

### 6.03 Use of Documents

A. All documents, data, studies, estimates, summaries and other work or material developed under the ensuing Agreement shall be the property of the Owner and shall be promptly delivered to the Owner in the form compatible with the Owner’s current software as stated in the Agreement upon completion of the services. All data collected shall be disclosed only to authorized Owner representatives, at the Owner’s direction.

B. All Owner standards, operational methodologies, and systems are the sole property of the Owner and cannot be used without the written consent from an authorized Owner representative.

C. If Firm is required to prepare or furnish Drawings or Specifications under this Agreement, Firm shall deliver to Owner at least one electronic version in the form designated by the Owner and one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
D. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Firm grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Firm of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Firm, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Firm; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Firm, as appropriate for the specific purpose intended, will be at Owner’s sole risk and without liability or legal exposure to Firm or to its officers, directors, members, partners, agents, employees, and Consultants; and (3) such limited license to Owner shall not create any rights in third parties.

E. If Firm at Owner’s request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 Electronic Transmittals

A. Owner and Firm may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Firm shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient’s use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

A. Firm shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Firm.

B. Firm shall deliver to Owner the certificate of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Firm’s services and at renewals thereafter during the life of the Agreement.

C. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured.
Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

D. At any time, Owner may request that the Firm or its Consultants, at Owner’s sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Firm shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Suspension and Termination

A. Suspension:

1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Firm, and adjust the Project schedule including completion dates as mutually agreed upon by Owner and Firm.

2. By Firm: Firm may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Firm for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.11.A. Project schedule including completion dates shall be adjusted as mutually agreed upon by Owner and Firm.

B. Termination: The obligation to provide further services under this Agreement may be terminated:

1. For cause,
   a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
   b. by Owner:
      1) Firm will not be eligible to submit a proposal for the next general service contract. After sitting out one contract cycle, the Firm will be allowed to submit again for the municipal service contract.
   c. by Firm:
      1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Firm’s responsibilities as a licensed professional; or
      2) upon seven days written notice if the Firm’s services for the Project are delayed or suspended for more than 90 days for reasons beyond Firm’s control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.11.A.
3) Firm shall have no liability to Owner on account of such termination.

2. For convenience, by Owner effective upon Firm’s receipt of notice from Owner.

C. **Effective Date of Termination:** The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to and no more than 30 days to allow Firm to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 **Payments Upon Termination:** In the event of any termination under Paragraph 6.06, Firm will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner’s sole risk, subject to the provisions of Paragraph 6.03.

6.08 **Controlling Law**

A. This Agreement is to be governed by the Laws and Regulations of the State of Maine.

6.09 **Successors, Assigns, and Beneficiaries**

A. Owner and Firm are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Firm (and to the extent permitted by Paragraph 6.09.B the assigns of Owner and Firm) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Firm may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Firm to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Firm and not for the benefit of any other party.

6.10 Dispute Resolution

A. Owner and Firm agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.10.A, then all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof shall be settled by litigation in a court of competent jurisdiction.

6.11 Environmental Condition of Site (if applicable)

A. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

B. Owner represents to Firm that as of the Effective Date to the best of Owner’s knowledge no Constituents of Concern, other than those disclosed in writing to Engineer at the time of development of scope of services, exist at or adjacent to the Site.

C. If Firm encounters or learns of an undisclosed Constituent of Concern at the Site, then Firm shall notify (1) Owner and (2) appropriate governmental officials if Firm reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that unless documented at the time of development of scope of services, Firm’s scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Firm or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action. If these actions have the potential to impact project schedule, including completion dates then the schedule shall be adjusted as mutually agreed upon by Owner and Firm.

E. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Firm may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected. If these actions have the potential to, or impact project schedule, including completion dates then the schedule shall be adjusted as mutually agreed upon by Owner and Firm.
F. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Firm’s services under this Agreement, then the Firm shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

G. Owner acknowledges that Firm is performing professional services for Owner and that Firm is not and shall not be required to become an “owner,” “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Firm’s activities under this Agreement.

6.12 Indemnification

A. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless the Firm and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants’ and attorney’s fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence or willful misconduct.

B. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

C. Firm shall indemnify and hold harmless the City and its officers, employees and agents from and against all claims, costs, damages, losses, actions, judgments and expenses (including reasonable consultants’ and attorney’s fees and expenses) arising out of or resulting from the negligent performance of work by, or intentional misconduct of, Firm, its officers, agents, project team members or employees arising out of this Agreement. All obligations of indemnification contained in this Agreement shall survive any termination of this Agreement.

D. Firm shall be, and remain, fully responsible to the Owner for technical completeness, sufficiency and accuracy of all professional services furnished by or under this Agreement and shall, without additional cost or fee to the Owner, correct and revise any negligent errors or deficiencies in its performance and shall pay Owner for any loss, damages, or costs, including attorney’s fees, resulting from Firm breach of this Agreement or incurred by the Owner for the replacement or correction of any part of the work hereunder which results from any negligent error or deficiency on the part of the Firm.

6.13 Records Retention

A. Firm shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Firm’s services or pertinent to Firm’s performance under this
Agreement. Upon Owner’s request, Firm shall provide a copy of any such item to Owner at cost.

6.14 **Miscellaneous Provisions**

A. **Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. **Survival:** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Firm, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. **Waiver:** A party’s non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS**

7.01 **Exhibits Included:**

A. Exhibit A, Engineer’s Services. (*Not Used*)

B. Exhibit B, Owner’s Responsibilities. (*Not Used*)

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. (*Not Used*)

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. (*Not Used*)

E. Exhibit E, Notice of Acceptability of Work. (*Not Used*)

F. Exhibit F, Construction Cost Limit. (*Not Used*)

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution. (*Not Used*)

I. Exhibit I, Limitations of Liability. (Not Used)

J. Exhibit J, Special Provisions. (*Not Used*)

K. Exhibit K, Amendment to Owner-Engineer Agreement. (*Not Used*)
L. Exhibit L, Fee Schedule

7.02 Total Agreement

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Firm and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

7.03 Designated Representatives

A. With the execution of this Agreement, Firm and Owner shall designate specific individuals to act as Firm’s and Owner’s representatives with respect to the services to be performed or furnished by Firm and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

7.04 Firm’s Certifications

A. Firm certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

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Engineer License or Firm's Certificate No. (if required):

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A.
This is **EXHIBIT G**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Firm Municipal Services dated [_____]**.

**Insurance**

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

**G6.05  Insurance**

**B.** The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. **By Firm:**
   a. **Workers’ Compensation:** Statutory
   b. **Employer’s Liability:**
      1) Bodily injury, each accident: $[2,000,000.00]
      2) Bodily injury by disease, each employee: $[2,000,000.00]
      3) Bodily injury/disease, aggregate: $[2,000,000.00]
   c. **General Liability:**
      1) Each Occurrence (Bodily Injury and Property Damage): $[1,000,000.00]
      2) General Aggregate: $[3,000,000.00]
   d. **Excess or Umbrella Liability:**
      1) Per Occurrence: $[1,000,000.00]
      2) General Aggregate: $[3,000,000.00]
   e. **Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):**
      $[1,000,000.00]
   f. **Professional Liability:**
      1) Each Claim Made: $[1,000,000.00]
      2) Annual Aggregate: $[3,000,000.00]
   g. **Other (specify):** $[0]

**C.** **Additional Insured:**
1. The following individuals or entities are to be listed on Owner’s general liability policies of insurance as additional insured:

   a. [ ]
      Firm

   b. [ ]
      Firm’s Consultant

   c. [ ]
      Firm’s Consultant

   d. [ ]
      [other]

2. During the term of this Agreement the Firm shall notify Owner of any other Consultant to be listed as an additional insured on Owner’s general liability policies of insurance.

3. The Owner shall be listed on Firm’s general liability policy as provided in Paragraph 6.05.A.
This is EXHIBIT L, consisting of [2] pages, referred to in and part of the Agreement between Owner and Firm for Municipal Services dated [___].
AMENDMENT TO AGREEMENT
BETWEEN
CITY OF SOUTH PORTLAND AND (insert Firm)
FOR
MUNICIPAL SERVICES
RELATED TO
(insert PROJECT TITLE)

This Amendment made the (insert day) day of (insert month), (insert year), by and between the City of South Portland, Maine, (herein called Owner), and (insert Firm) (hereinafter called Firm or Engineer).

WHEREAS, an Agreement was entered on (insert Agreement Date) between Owner and Firm, which Agreement is entitled AGREEMENT BETWEEN CITY OF SOUTH PORTLAND AND (insert Firm) (hereinafter referred to as the “AGREEMENT”; and

WHEREAS, OWNER wishes to engage Firm to perform said services;

WHEREAS, OWNER wishes to (insert brief project description).

NOW, THEREFORE, for the consideration set forth in the AGREEMENT and other good and valuable considerations, it is hereby agreed and acknowledged by and between OWNER and Firm to amend the AGREEMENT with this AMENDMENT with an attached copy which will be made part thereof as if fully set forth herein.

CITY OF SOUTHPORTLAND’S PURCHASE ORDER NUMBER: ______________________
CITY OF SOUTH PORTLAND’S PROJECT NUMBER: _____________________________
FIRM’S PROJECT NUMBER: _____________________________