

INSTRUCTIONS TO BIDDERS

Bids are due December 3, 2019 by 3:00 p.m. EST

Bids shall be received by the Town of Benton, Maine at the place and until the time specified in the "**Invitation To Bid For Town of Benton, Professional Engineering Consulting Services**" and then publicly read aloud for the information of bidders and other interested parties who may be present either in person or by representative.

1. PREPARATION OF BIDS

- A. Bids shall be submitted in triplicate. Bid forms furnished by the Town of Benton or copies thereof shall be used, and strict compliance with the requirements of the Invitation to Bid, these Instructions to Bidders, and the instructions printed on the forms is necessary. Any bidder not utilizing the Bid Proposal Form attached hereto as [Exhibit 1](#) shall be considered non-responsive to the Invitation to Bid. Each Bid Proposal Form must be accompanied by the following: 1) a copy of the Specifications provided in [Exhibit 1](#), **Appendix A** and 2) the information required in [Exhibit 1](#), **Appendix B**.
- B. Each bid must give the full business address of the bidder and be signed by an authorized representative or official of the entity bidding. Bids must be signed in the partnership name by one of the members of the partnership or by any authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter and such bid must be accompanied by a satisfactory Certificate of Corporate Resolution, properly executed, clearly stating that such person is authorized to so bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "President," "Secretary," "Agent," or other title without disclosing his or her principal, may be held to be the bid of the individual signing.
- C. Erasures or other changes in the bids must be explained or noted over the signature of the bidder.
- D. Alternative bids will not be considered unless explicitly called for in the Invitation to Bid.

2. GENERAL CONDITIONS

- A. Costs of Preparation - Respondent assumes all costs of preparation of the response and any presentations necessary to the response process.
- B. Pricing - Pricing provided shall remain firm for the entire term of the Agreement.
- C. Response Validity - Unless specified otherwise, all responses shall be valid for ninety (90) days from the due date of the response.

- D. Non-Response Submission - The Town will not consider non-responsive submissions, i.e. those with material deficiencies, omissions, errors or inconsistencies or that otherwise do not follow instructions. The Town in its sole discretion will determine what is non-responsive.
3. **INTERPRETATION OF CONTRACT DOCUMENTS** - No oral interpretation will be provided to any bidder as to the meaning of the Specifications or other contract documents. Every request for such interpretation shall be made in writing and addressed and forwarded to Town Clerk, Town of Benton, 1279 Clinton Avenue, Benton, Maine 04901, three (3) or more days before the date fixed for the opening of bids. Every interpretation made to a bidder will be issued in the form of an addendum to the contract documents which, if issued, shall be sent as promptly as practicable to all persons to whom the specifications have been issued. All such addenda shall become part of the contract documents.
 4. **EXAMINATION OF SPECIFICATIONS AND SCHEDULE** - Each bidder or his authorized agent is expected to examine the Specifications, contract documents and all other instructions pertaining to the work, which will be open to his inspection. Failure to do so will be at the bidder's own risk, and the bidder cannot secure relief on the plea of error in the bid. At its sole discretion, the Town of Benton may accept or reject bids that do not comply with the Specifications, contract documents and any addenda that may be issued.
 5. **PERSONS INTERESTED IN MORE THAN ONE BID** - If more than one bid is offered by any one person by or in the name of that person's clerk, partner, or other person, all such bids shall be rejected.
 6. **SUBMISSION OF BID** - Each bid shall be placed in a separate envelope clearly marked on the outside "**BID FOR TOWN OF BENTON, PROFESSIONAL ENGINEERING CONSULTING SERVICES**" and this envelope shall be placed in a second envelope for mailing purposes.
 7. **TIME OF OPENING OF BIDS** - Bids received prior to the time of opening stated in the Invitation to Bid will be kept unopened in a secure place. The person(s) whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will attach to that person or those persons for the premature opening of a bid not properly addressed and identified. Telegraphic, facsimile or electronic mail (e-mail) bids or modifications to bids will not be considered.
 8. **WITHDRAWAL OF BIDS** - Bids may be withdrawn on written request received from bidders prior to the time fixed for opening in the Invitation to Bid. Negligence on the part of bidder in preparing the bids confers no right for the withdrawal of the bid after it has been opened. No bids may be withdrawn within a period of thirty (30) days after the opening of bids.
 9. **FORM OF AGREEMENT** - The successful bidder shall be required to sign a Standard Town of Benton Contract for Services, a copy of which is attached hereto as [Exhibit 2](#).
 10. **AWARD OF CONTRACT** - The Town of Benton, Board of Selectmen reserves the right to reject any or all bids, to waive any or all formalities in the bidding, to evaluate bids, to

investigate the references of any and all bidders, to negotiate with one or more bidders and otherwise to act as it deems to be in the best interests of the Town of Benton.

11. **PROPOSAL EVALUATION** – The score will be based on a 100 point scale and will measure the degree to which each response meets the following criteria:

- Organization, Qualifications and Experience (25%) – ***Exhibit 1 Appendix B Questions***
- Key Personnel, Qualifications and Experience (25%) – ***Exhibit 1 Appendix B Questions***
- Knowledge and Experience with the Town of Benton (20%) – ***Exhibit 1 Appendix B Questions***
- References (10%) - ***Exhibit 1 Appendix B References***
- Cost (20%) - ***Exhibit 1 Appendix A, Bid Proposal Pricing, Page 2***

Scoring Descriptions

Cost Evaluation - The total cost proposed for conducting all the functions specified in this document will be assigned a score according to a mathematical formula. The lowest cost response will be awarded the total points. Responses with higher cost response values will be awarded proportionately fewer points calculated in comparison with the lowest cost response.

The scoring formula is:

(Lowest submitted cost response / cost of response being scored) x (40) = pro-rated score

All Others - The evaluation team will use a consensus approach to evaluate and assign evaluation points. Reference checks will be performed on the top Respondent(s) only as determined by consensus scoring in the other categories.

12. **TAXATION AND COMPLIANCE** - The Town of Benton is a municipal corporation organized under the laws of the State of Maine and so its purchase of goods is exempt from State, federal and local sales and use taxes. The successful bidder agrees to comply with all applicable federal, State and local statutes, laws, codes, rules, regulations, ordinances and orders in the performance of the Contract.

Dated: **November 20, 2019**

Town of Benton

By: _____

Town Clerk

**EXHIBIT 1
BID PROPOSAL FORM**

To: Town of Benton
Town Clerk
1279 Clinton Avenue
Benton, ME 04901

In compliance with your Notice to Bidders, Invitation to Bid, and Instructions to Bidders, all dated **November 20, 2019** the undersigned proposes and agrees as follows:

1. To furnish the following scope of work and according to the specifications provided in the **Exhibit 3, Town of Benton Contract for Services, Rider A** and provided and incorporated herein as **Appendix A**.
2. The only person or persons interested in the bids as set forth herein as principal or as principals is or are named and no other person who is not mentioned herein has any interest in this proposal or the contract to be entered into. This proposal is made without connection with any other person or persons, companies or parties making a bid or proposal and it is in all respects fair and in good faith, without collusion or fraud.
3. The names and addresses of all persons interested in this bid as principals are as follows:
 - a. _____;
 - b. _____;
 - c. _____;

4. Bid Proposal Pricing

- a. The Respondent must submit a cost response that covers the entire period of the Agreement, including any optional renewal periods.
- b. The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements. **Note regarding total cost of ownership:** This "cost" will encompass the entire solution pricing along with all services offered as part of the solution.
- c. Failure to provide the requested information and to follow the required cost response format provided in this Section may result in the exclusion of the Response from consideration, at the discretion of the Town. You can add rows required to insert additional information for pricing purposes.
- d. Respondents' are encouraged to provide additional price incentives for multi-year award or with renewals.
- e. Pricing will be guaranteed by the Respondent for the term of the Agreement.
- f. Instructions: List role/position title of each role/position title from your organization that would be responsible for providing professional services and note the hourly rate that will be used in pricing Town projects.

Role of Individual / Position Title	Hourly Rate
Professional Engineer – Town Primary Contact	

*Terms for payment are provided in **Exhibit 3 Town of Benton Contract for Services.**

The undersigned has examined the Exhibit 2, Town of Benton, Contract for Services document regarding this bid, and has informed itself of all of the terms and conditions included and set forth in said Agreement.

SIGNATURES (Repeat as Needed):

LEGAL NAME (Name of Entity Bidding): _____

Address of Entity: _____

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Date: _____

LEGAL NAME (Name of Entity Bidding): _____

Address of Entity: _____

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Date: _____

APPENDIX A SCOPE OF WORK TO BE PERFORMED

The Contractor agrees to the **Scope of Work to be Performed** as follows:

SCOPE OF WORK

The Town of Benton is requesting qualifications from a qualified engineering consulting firm to provide professional engineering services for various water and wastewater capital improvement projects as necessary to support the Town's economic development and maintenance needs. The services may include analysis, planning, surveying preparation of engineering plans and specifications, construction administration, and construction supervision.

Qualified firms shall specifically demonstrate that they have expertise in water distribution and wastewater collection system design, construction administration, and construction supervision. Firms must also demonstrate that they have expertise in environmental regulations and grant and loan application preparation.

APPENDIX B

ORGANIZATION QUALIFICATIONS, EXPERIENCE AND REFERENCES

The following information is required. Any response submitted without the answers to the questions and a minimum of three (3) references shall be considered non-responsive to the Invitation to Provide Qualifications.

For each of the below evaluation categories the evaluation team will use a consensus approach to evaluate and assign evaluation points.

1. Organization, Qualifications and Experience

- a. Provide a statement describing your company to include name, number of employees, locations, number of years in business, number of years offering/supporting professional engineering services for water and wastewater capital improvement, expertise in environmental regulations and grant and loan application preparation.
- b. List the location of the office where the majority of the work will be performed.
- c. Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.

2. Key Personnel, Qualifications and Experience

As provided by the State of Maine, Board of Licensure for Professional Engineers; "In Maine, in order to use the title "Professional Engineer" or the designation "PE", a person must be licensed by the State Board of Licensure for Professional Engineers. The practice of engineering is defined in Maine statute as "any professional service, such as consultation, investigation, evaluation, planning, design or responsible supervision of construction in connection with any public or private utilities, structures, buildings, machines, equipment, processes, works or projects, wherein the public welfare or the safeguarding of life, health or property is concerned or involved, when such professional service requires the application of engineering principles and data." 32 M.R.S.A. §1251 (3). "

- a. Identify the Engineer who will have primary contact with the Town. The Engineer must be licensed to practice in the State of Maine as specified above and must demonstrate experience as an engineer with a focus on water and wastewater capital improvement projects. The Engineer must be employed forty hours to work for the firm.

Include a brief resume detailing "PE" designation and water and wastewater capital improvement experience, expertise in environmental regulations and grant and loan application preparation.

- b. Identify other key staff members by name and title with brief resume including professional certifications. Include a brief resume detailing "PE" designation and water and wastewater capital improvement experience and any expertise in environmental regulations and grant and loan application preparation.

3. Knowledge and Experience with the Town of Benton

- a. Identify and describe prior work experience with the Town of Benton.
- b. Specific knowledge as it relates to the Town's public water and/or wastewater systems.

4. References - Provide a minimum of three (3) current professional references who may be contacted for verification of the Respondent's professional qualifications to meet the requirements set forth herein. We strongly prefer references from municipalities of similar in size and requirements to the Town of Benton.

REFERENCE #1	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #2	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #3	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

**EXHIBIT 2
TOWN OF BENTON
CONTRACT FOR SERVICES**

This Contract for Services ("Agreement") entered into this ____ day of _____, _____, by and between the **Town of Benton**, hereinafter referred to as the "**Town**", and _____, hereinafter referred to as "**Contractor**".

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Town, the Contractor hereby agrees with the Town to provide the products and services described in this agreement, and the following Riders and related documents, hereby incorporated into this Agreement and made part of it by reference:

1. Rider A - Specifications of Services to be Performed
2. Rider B – Pricing
3. Contract Amendments as required
4. Instructions to Bidders
5. Exhibit 1 – Bid Proposal Form
6. Addenda / Scope of Services signed by the Town
7. Contractor's Bid

WHEREAS, the Town desires to enter into a contract for professional engineering services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this Agreement to the satisfaction of the Town;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

This Agreement, along with any documents identified, which are incorporated by reference, constitutes the entire Agreement between the parties, and there are no other or further written or oral understandings or agreements with respect thereto.

1. **Scope of Work**: The specifications of work are defined in Rider A.
2. **Term**: This Agreement shall commence on **December 10, 2019** and shall terminate on **December 10, 2024**, unless terminated earlier as provided in this Agreement with option for one (1) three (3) or three (3) one (1) year renewals ("renewal term") upon the parties' mutual written agreement.
3. **Termination**.
 - a) Notwithstanding any other provision of this Agreement, the Contractor and/or the Surety shall be in default and the Town, in its sole discretion may terminate this Agreement, if the Contractor:
 - i. fails to produce the certificate of insurance identified in Section 11 of this Agreement;
 - ii. fails to provide professional engineering services as required by this Agreement;
 - iii. fails to perform the work with sufficient workers and equipment or materials to meets the terms of the Agreement;
 - iv. discontinues the prosecution of the work;
 - v. fails to resume work which has been discontinued within a reasonable time after notice to do so;
 - vi. subcontracts any of the work without the approval of the Town;
 - vii. becomes insolvent, files for bankruptcy, allows any final judgment to stand against him unsatisfied for a period of ten days, or makes an assignment for the benefit of creditors without authorization by the Town; of
 - viii. fails to perform the Work in substantial conformity with any material provision of the Agreement as determined by the Town;
 - ix. fails to perform the Work in a satisfactory manner as determined solely by the Town.

The Town may remedy such noncompliance with Town or contracted forces and terminate the Agreement and/or deduct the cost thereof from payments otherwise due the Contractor.

Notice of termination, and the reasons for such, shall be provided in writing by certified mail or personal delivery to the Contractor. In emergency situations, notice may be provided verbally with written notice mailed or delivered as soon thereafter as practicable.

At its sole option, the Town, in the event that circumstances allow, may provide the Contractor with an opportunity to cure any of the above deficiencies without waiving its right to terminate.

- b) The Town may terminate this Agreement for convenience for any reason that is in the best interest of the Town. Such reason may include non-appropriation of funds by the Maine legislature. Terminations caused without the fault or and for reasons beyond the control of the Contractor shall be considered terminations for convenience. The Town will notify the Contractor of such terminations by sending a Notice of Termination for Convenience. In such case of a termination for convenience, all work completed as of the date of termination will be paid by prorating by date all remaining amounts payable under this Agreement. Contractor agrees it will have no claim for any other amounts including consequential damages, lost profits, or lost opportunity costs.
 - c) The Town may hire a substitute Contractor for any period of time considered in the best interest of the Town. The substitution will be paid with money from the performance bond. If there are problems obtaining the performance bond money, substitutions will be paid from the remainder of any money due under this Agreement.
- 4. **Bonds and Insurance:** The Contractor shall provide bonds and insurance certificates conforming to this Agreement by January 1 of each year.
 - 5. **Payment:** The Town agrees to pay for services as agreed to in writing for a specific scope of services, for all services conforming to the terms of this Agreement.
 - 6. **Applicable Law:** This Contract shall be governed and interpreted according to the laws of the State of Maine.
 - 7. **Administration:** Designated Municipal Officer shall be the Town's authorized representative in all matters pertaining to the administration of the terms and conditions of this Agreement.
 - 8. **Conflict of Interest:** No officer or employee of the Town shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the Town shall have any interest, direct or indirect, in this contract or proceeds thereof.
 - 9. **Entire Contract:** This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Agreement is the entire agreement between the Town (including Town's employees and other End Users) and Contractor. In the event that Contractor enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with Town's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Agreement shall apply. Town will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contractor's website unless such terms and conditions are set forth in this Agreement. Contractor may not unilaterally change any term or condition of this Agreement.
 - 10. **Subcontracting.** The Contractor may not subcontract or otherwise transfer any interest in this Agreement without prior written approval by the Town. Any work performed by a Subcontractor before approval is at the Contractor's sole risk. All subcontracts of the Contractor, and all lower tier subcontracts, must contain or reference all applicable provisions of the Agreement. The Contractor must promptly pay all

legitimate subcontractor and supplier claims. The contractor agrees that the Town may retain and deduct monies otherwise due the Contractor in an amount necessary to such claims.

11. **Insurance.** The Contractor must provide signed, valid and enforceable certificate(s) of insurance complying with this Section. All insurance must be procured for insurance companies licensed or approved to do business in the State of Maine by the State of Maine, Department of Business Regulation, Bureau of Insurance. The Contractor must pay all premiums and take all other actions necessary to keep said insurance in effect for the duration of the Agreement obligations.
- A. Workers' Compensation Insurance. The Contractor must/shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board, all in accordance with the requirements of the laws of the State of Maine.
 - B. Automobile. The Contractor must carry Automobile Liability Insurance covering the operation of all motor vehicles including any which are rented, leased, borrowed or otherwise used in connection with the project in an amount not less than \$1,000,000.00 per occurrence.
 - C. Professional Liability Insurance. The Contractor must carry Professional Liability Insurance of \$1,000,000 per occurrence or more.
 - D. Commercial General Liability. With respect to all operations performed by the Contractor and any subcontractors, the Contractor and any subcontractors shall carry commercial general liability or other coverage affording equal or greater protection as determined by the Town, in an amount not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate. This insurance section and the purchase of insurance by the Contractor shall not be interpreted as a waiver of any immunity provided by law including that provided by the Maine Tort Claims Act, 14 M.R.S.A. §8101, et. seq.
 - E. The Town of Benton shall be named as Additional insured on the Commercial General Liability insurance. Certificates of Insurance for all the above shall be filled with: Town of Benton, Municipal Officers, 1279 Clinton Avenue, Benton, ME 04901.
 - F. Certificates of Insurance shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period. The Town reserves the right to change the insurance requirement as required to support operational requirements.
12. **Performance and Payment Bonds.** The performance and payment bonds are required if the annual payment amount of this Agreement is greater than, or becomes greater than (through annual adjustments), \$100,000. If required, said bonds must be in the amount of 100% of the contract price and must be procured from a company that is (1) organized and operating in the United States licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance and (2) listed on the latest Federal Department of the Treasury listing for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies". The bonds must be payable to the "Treasurer – Town of Benton" and must be on the Town's forms (or exact copies thereof) or must not contain any significant variations from said forms as determined in the sole discretion of the Town. If By issuing, executing, or becoming potentially obligated under a bond, the surety agrees to be bound by all of the terms of the Agreement documents, including those related to the Town's self-help remedy provided in the Agreement.
- A performance bond must be produced within fifteen (15) days of Agreement execution. If the bond is not furnished within the time frame the Municipal Officers may terminate this Agreement without notice.
13. **Non-Discrimination:** The Contractor agrees to comply with the nondiscrimination and affirmative action provisions at 5 M.R.S.A. § 784 (2), which are hereby incorporated by reference. In the execution of the agreement, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The Town encourages the employment of qualified individuals with disabilities.

14. **Indemnification.** The Contractor hereby indemnifies, defends and holds harmless the Town and its municipal officers, directors, employees, agents and consultants from and against all claims, actions, torts, costs, losses, and damages for bodily injury (including sickness, disease or death) and/or tangible property damage arising out of or resulting from the performance of the Work by the Contractor, and its subcontractors, sub-consultants, engineers, suppliers, any individuals or entities directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Damages covered by the preceding sentence include, but are not limited to; all dispute resolution costs including court costs, attorney's fees, and the fees of engineers, arbitrators, and other professionals related to dispute defense and preparation.
15. **Confidentiality:** The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the Town.
16. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

In the event of a disaster, as declared by FEMA or MEMA, this contract may be amended orally for the duration of the disaster and its cleanup, but you will be compensated for extraordinary performance only to the extent that the Town receives Federal or State reimbursement.

17. **General Provisions**

- a) **Definition.** The work "compact" is defined by 23 M.R.S.A. § 1001.
- b) **Funding.** This Agreement, including any extensions thereof, is made subject to available budgetary appropriations and shall not create any obligation on behalf of the Town in excess of such appropriations.
18. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

To the Town:

Town of Benton
1279 Clinton Avenue
Benton, Maine 04901

Attn: Town of Benton, Town Clerk

To Contractor:

Company Name:
Contact Name:
Address:
Phone Number:
Fax Number:

19. **Invoices:** Unless otherwise specified in an attachment hereto, invoices and questions regarding invoices will be directed to:

Town of Benton
1279 Clinton Avenue
Benton, Maine 04901

Attn: Town of Benton, Treasurer

20. **Order of Precedence:** In the event of any conflict among the documents in this agreement, the following order of precedence shall apply:

- A. Terms and conditions of this Agreement
- B. Rider A - Specifications of Services to be Performed
- C. Rider B – Pricing
- D. Contract Amendments as required
- E. Instructions to Bidders
- F. Exhibit 1 – Bid Proposal Form
- G. Addenda/Scope of Services signed by the Town
- H. Contractor's Bid

SIGNATURES

By signing below, the undersigned represent that they are duly authorized to sign this Agreement and hereby agree for said parties to all the terms of this Agreement as of the date last signed below.

CONTRACTOR

LEGAL NAME: _____

BY: _____

(signature)

Name: _____

(print or type)

Title: _____

Date: _____

TOWN OF BENTON

BY: _____

Name: _____

Title: Selectman

Date: _____

BY: _____

Name: _____

Title: Selectman

Date: _____

BY: _____

Name: _____

Title: Selectman

Date: _____

RIDER A

SCOPE OF SERVICES TO BE PERFORMED

The Contractor agrees to the **Scope of Services to be Performed** as follows:

SCOPE OF SERVICES

The Town of Benton sought qualifications from a qualified engineering consulting firm to provide professional engineering services for various water and wastewater capital improvement projects as necessary to support the Town's economic development and maintenance needs. The services may include analysis, planning, surveying preparation of engineering plans and specifications, construction administration, and construction supervision.

Qualified firms shall specifically demonstrate that they have expertise in water distribution and wastewater collection system design, construction administration, and construction supervision. Firms must also demonstrate that they have expertise in environmental regulations and grant and loan application preparation.

PROFESSIONAL STANDARDS

As provided by the State of Maine, Board of Licensure for Professional Engineers; "In Maine, in order to use the title "Professional Engineer" or the designation "PE", a person must be licensed by the State Board of Licensure for Professional Engineers. The practice of engineering is defined in Maine statute as "any professional service, such as consultation, investigation, evaluation, planning, design or responsible supervision of construction in connection with any public or private utilities, structures, buildings, machines, equipment, processes, works or projects, wherein the public welfare or the safeguarding of life, health or property is concerned or involved, when such professional service requires the application of engineering principles and data." 32 M.R.S.A. §1251 (3). "

1. **Engineer of Primary Contact:** The Engineer who will have primary contact with the Town is licensed to practice in the State of Maine as a Professional Engineer as specified above and must demonstrate experience as an engineer with a focus on water and wastewater capital improvement projects. The Engineer must be employed forty hours to work for the firm.
2. **Employees:** The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the Town. If the Town Contract Administrator notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be utilized in the execution of this Contract without the prior written consent of the Contract Administrator.
3. **Business and Performance Reviews:** Recognizing that successful performance of this contract is dependent on favorable response, the Contractor shall meet at least quarterly with the Contract Administrator or designee for a business and performance review to evaluate operations and make necessary adjustments. These meetings will normally be conducted electronically but shall be face-to-face on demand. As part of these reviews, the Town reserves the right to review equipment specifications quarterly and update equipment specifications accordingly. Contractor shall provide a single point of contact (i.e., relationship manager) and shall notify Town in writing and in advance whenever there is a change to that single point of contact.

PRICING

Refer to RIDER B. Pricing will be valid for the initial term of the Agreement.

RIDER B PRICING

Hourly rates provided will be used to develop pricing on scope of services needed by the Town.

Role of Individual / Position Title	Hourly Rate
Professional Engineer – Town Primary Contact	