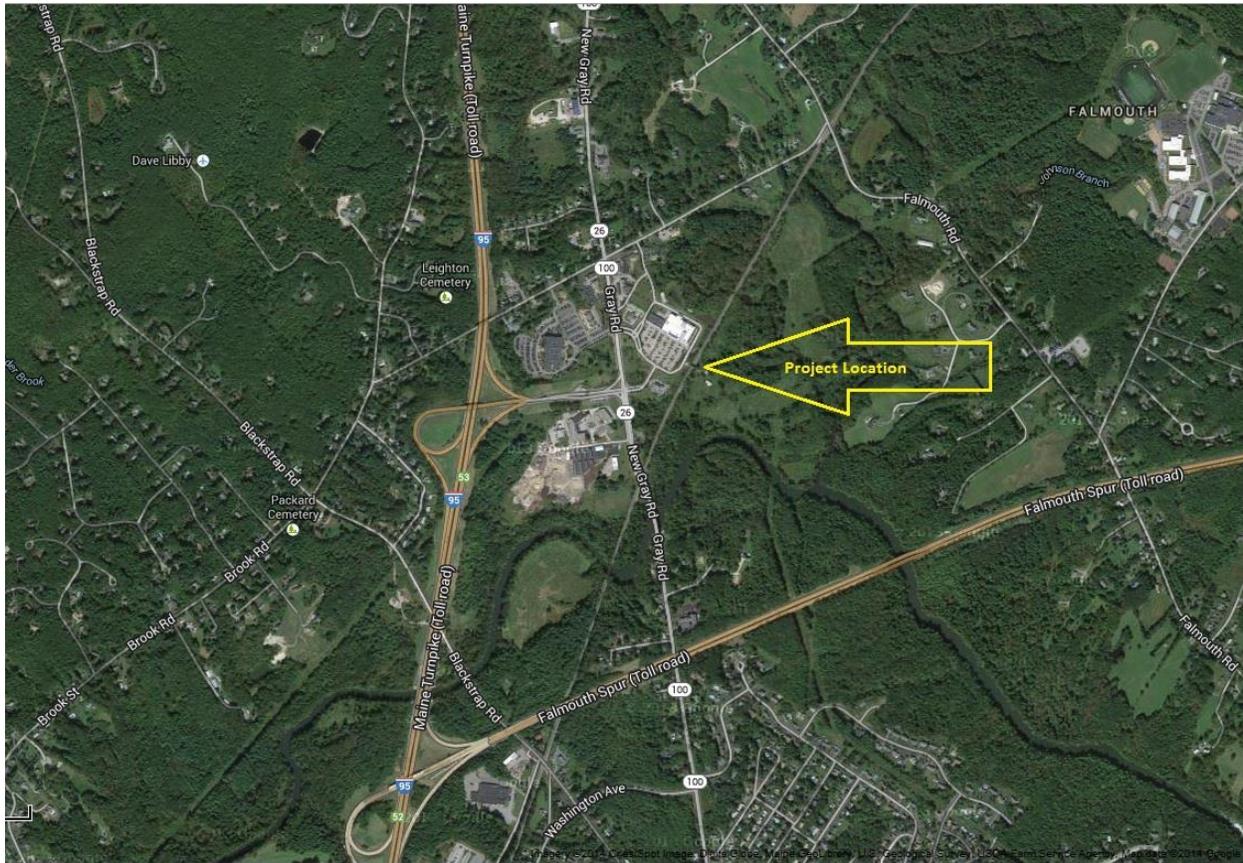


River Point Bridge Design-Build Request For Proposal (RFP)

March 3, 2014



Town of Falmouth
Parks and Community Programs
271 Falmouth Road
Falmouth, ME 04105

INTRODUCTION

The Town of Falmouth, Maine (hereinafter, the "Owner") will receive sealed Technical and Price Proposals for Design-Build engineering and construction services for the replacement of the wooden bridge over Pan Am Railways. This project is located on the south east corner of the Hannaford's parking lot, 65 Gray Road, Falmouth, Maine. The sealed Technical & Price Proposals shall be submitted together and not individually, and shall be plainly marked "Proposal for River Point Bridge Design-Build Project" on the outside of the mailing envelope. Proposals may be U.S. mailed or courier delivered to the Town of Falmouth, Town Hall, C/O Lucky D'Ascanio, 271 Falmouth Road, Falmouth, Maine 04105. Proposals shall be accepted until 1:00 pm local time on April 3, 2014.

PROJECT BACKGROUND

The River Point Bridge, known as "Clifford's Bridge" is one of two access points to the town's River Point Conservation Area. The proposed location is the only location where there could be a reasonable accommodation to transport vehicles, equipment and pedestrians. First constructed in 1859, the wooden structure allowed for vehicular and pedestrian traffic. In its current state, pedestrians may use the bridge but soon the whole structure will need to be replaced as the bridge continues to deteriorate. Town staff and the Town Council have discussed replacing the bridge and have recently decided to move forward seeking proposals for this project. Due to the unique nature of this project, we are looking at two proposals in hopes of finding the right solution to fit the needs of the Town of Falmouth.

REQUEST FOR PROPOSAL OPTIONS

Design-Build Option #1: pedestrian and equipment bridge, 6' minimum width. 5 Ton agricultural equipment load.

Design-Build Option #2: pedestrian and vehicle bridge, 10' minimum width. 15 Ton vehicle load.

SUBMISSION REQUIREMENTS

Proposer shall provide a cover letter with their submission. Attached shall be a completed River Point RFP Form.

Proposer shall acknowledge the receipt of any and all addenda.

Each Proposer shall submit a Bid Bond made payable to the "Town Falmouth", in an amount of five percent of the Proposer's Maximum Contract Price. Additionally, each Proposer shall comply with all requirements of this RFP.

Provide 3 copies of the proposed design containing renderings to give the Proposal Review Committee enough guidance to review and rate each Proposal. Printed on 24" by 36" paper, they shall include renderings from all 4 sides, a plan view, at least one cross section, abutment concept and approach angles. Provide material types and colors.

Provide a proposed timeline showing at a minimum, major design, review, construction, completion and payment dates. Design milestones shall be 50%, 90% and 100%. The construction timeline shall show the project completed by December 31, 2014.

Provide estimated annual maintenance cost for the bridge and abutments.

Design-Build Proposals shall remain subject to acceptance for sixty (60) days.

PROJECT TIMELINE

March 3, 2014 – RFP released to proposal teams.

March 27, 2014 –All questions shall be submitted electronically to Jamie Mason, Town Engineer at: hmason@town.falmouth.me.us on or before this date. All addenda issued shall become part of the project documents.

April 3, 2014 – RFP Proposals are due to the second floor of Falmouth Town Hall, Parks and Community Programs office by 1 pm.

April 14, 2014 – RFP presentation to the Falmouth Town Council. Proposal Review Committee will provide recommendation to the council. Falmouth Town Council shall direct staff to their decision.

April 16, 2014 – Notice of Award sent to the chosen Design-Build team. Bid Bonds returned to the remaining proposers.

April 24, 2014 – Design-Build team signs Notice to Proceed. Design-Build team submits Payment and Performance Bond.

Review times corresponding to each submittal are as follows:

50% Design Submission: 2 week (14 calendar days) for review and comments.

90% Design Submission: 2 week (14 calendar days) for review and comments.

100% Final submission: 1 week (7 calendar days) for review and approval.

Construction Mobilization may commence upon approval of the 100% submission.

December 31, 2014 – Construction complete.

DESIGN REQUIREMENTS

Accessibility: Bridge shall have security provisions such as locking gates to manually close off access to pedestrians, vehicles or both. Appropriate building codes shall be met as required. The bridge shall comply with all Americans with Disabilities Act (ADA) requirements. The approaches shall be designed to stay within the easements, copies of which are available from the Town of Falmouth. The bridge approaches may meet the ADA design exception for “structural impracticality.” (28 C.F.R. § 35.151(a)(2)).

Design Life: Minimum 50 year lifespan. All plans signed and stamped by a Maine Licensed Professional Engineer.

Design Guidelines: Maine Department of Transportation Highway and Maine Department of Transportation Bridge Design Guides should supplement the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges.

Horizontal Clearance: Design-Build team may reuse or rebuild the existing abutments in their original location or new abutments may be built no closer than 25’-0” from the center of the tracks.

Vertical Clearance: RFP shall have a minimum of 22’7” from the top of the track to the bottom of the bridge. This shall be verified in the field by the Design-Build team during the final inspection.

Easement Location: All work must be within the aerial 60’ wide Easement. There are monuments at the 4 corners of the easement.

Three copies of the 50%, 90% and 100% submissions shall be required. Two submission copies are for the Town Engineer and one is for Pan Am Railways for review and comments. Electronic copies shall be required at the request of the Owner and Pan Am Railways.

Stabilized surfaces shall be required for any grades over 2% for the bridge approaches.

Bridge deck shall not be an open grate-like material. Minor perforations must be ADA approved.

“As-Built” drawings shall be furnished before the release of the retainer.

EVALUATION PROCESS

CONTRACT AWARD: The Town of Falmouth reserves the right to accept or reject any or all proposals for any reason, to negotiate with any individual or firm as the Owner deems necessary.

PROPOSAL COMMITTEE: All portions of the Proposal shall be evaluated by a 3 member committee. They will rate each proposal as described below. This committee will report to the Town Manager and the Town Council their decision. The Town Council shall make the final decision.

EVALUATION CRITERIA: The Proposal committee will review each Proposal keeping the following evaluations in mind:

1. Maintenance requirements. 35%
2. Proposal cost (Construction and Engineering). 35%
3. Impacts to the adjoining properties and structural features. 20%
4. Project schedule and previous related work. 10%

WARRANTY AND BONDING

Warranty: Project shall have a 1 year warranty starting at the date of final acceptance.

Bonding: Once a Design-Build team has been selected, they shall furnish a Performance and Payment Bond for 100% of the Design-Build cost. The Bond shall be in a form suitable to the Town of Falmouth. Attorneys-in-fact who sign Bid Bonds, Payment and Performance Bonds shall file with each bond a certified and effective dated copy of their power of attorney.

UTILITY REQUIREMENTS

Proposals shall identify site utilities and any conflicts in which there may be. The Proposer shall coordinate with all the utilities involved to complete the project. This includes the cost of temporarily or permanently relocating any utilities that may be in conflict with the project.

PERMITTING

The Town of Falmouth will require a building permit. The successful Design-Build team shall complete the Commercial Building Permit Application to comply with the Code Enforcement Officer. The one page permit is available at the Codes Office at Falmouth Town Hall or at the following address:

http://www.town.falmouth.me.us/Pages/FalmouthME_Code/forms. The fee for this permit shall be waived for this project.

Any permits required from an agency other than the Town of Falmouth shall be the responsibility of the Design-Build team.

GENERAL NOTES

Work Progression: No contractor mobilization or work shall commence until the 100% plans and submittals have been approved by all staff.

Work Times: Generally speaking, 7 AM to 7 PM Monday through Friday will be considered acceptable work schedule. Additional and altered hours are available with advanced notice. No work shall be allowed from June 28 through July 6, 2014.

Construction Duration: All proposals shall have a proposed start and completion date.

Erosion Control: All Maine Department of Environmental Protection Erosion Control BMPs shall be utilized.

Traffic Control: The MUTCD shall be referenced for traffic control.

Unused Materials: If unused, the existing pier supports shall be removed to below existing grade. Similar materials shall be installed, stabilized and graded to drain away from the tracks. The Owner may retain any salvaged materials as requested. Any materials salvaged will be loaded by the Design-Build team at the job site. All other materials shall be come property of the Design-Build team.

Contractor Work Area: The Owner shall acquire a temporary construction easement to allow for staging for the contractor's crew, equipment and supplies as needed. Neither the Owner nor Hannaford Brothers shall be held liable from actions having derived from the use of this land. All restoration efforts of the work area are the responsibility of the Design-Build team.

Lighting: No lighting is required for this project.

Anti-Nesting Provisions: The bridge and abutments shall incorporate provisions that inhibit nesting, roosting, and any other habitable features, not limited to birds, animals and humans.

Final Inspection: Design-Builder shall notify the Owner two weeks in advance of final completion. The Owner will provide a punch list if necessary.

Meetings: A pre construction meeting and biweekly progress meetings shall be held. The Owner may cancel meetings upon mutual agreement with the Design-Build team.

Wages: State and Federal minimum wages apply for this project. No special wages are specified.

Site Access: Contractor may control site access to the general public until the bridge has been accepted by the Owner.

Quality Control and Quality Assurance

Maine Department of Transportation Standard Specifications and Standard Details, December 2002, shall be referenced in all design and construction plans, submittals, materials, and testing.

Design-Build team shall provide testing results, certifications and other documentation to the Owner that all specifications have been met. Testing shall be performed by a Maine Department of Transportation approved third-party lab.

The Owner may provide testing to confirm the results supplied by the Design-Build team.

Any materials found to be unsatisfactory shall be removed and replaced with an approved product.

Electronic copies of these documents are available at: <http://www.maine.gov/mdot/contractors/publications/>

Pan Am Railways Requirements

REQUIRED INSURANCE: Railroad protective liability insurance of \$5 million individual, \$10 million aggregate. Sign railroad service agreement.

ENGINEERING REVIEW FEE: A \$3,000.00 engineering review fee is required for this project. Payment is due with the 50% submittal.

REQUIRED FLAGGERS: Pan Am Railways requires a railroad flagger/inspector for the duration of the project. The daily rate is currently \$850.00 per 8 hour day. \$65.00 per hour for more than 8 hours. Partial up front payments are required.

REAL ESTATE FEE: A \$650.00 real estate review fee is required. Payment is due with the 50% submittal.

DRAINAGE: No drainage may be directed towards the ballast or railroad bed.

RAILWAY CLOSURE: If the Pan Am Railway need to be closed due to the nature of the construction, night work may be required.

CRANE LIFTS: All cranes and lifting components shall be adequate to lift 150% of the required load. Submit a load and lifting plan in accordance with Pan Am Railways.

POINT OF CONTACT: All pre bid questions shall go through the Jamie Mason, Town Engineer:

hmason@town.falmouth.me.us

Pan Am Railways Questions and Answers

Will they be able to work over the rails as long as they stop when the flagger tells them to?

The flagger will be on hand to give plenty of notice when a train is coming so they can stop working and clear the track.

Once the bridge is in place, will you still require a flagger?

Only if there will still be a need to work on railroad property or there is still a potential to foul the tracks. (Working within 15 feet of the centerline of the track.)

Will crews be allowed to be on Rail Road Property outside the easement?

As long as the flagger is there this shouldn't be an issue. We will not allow the storage of equipment or materials on RR property.

What type of work would require night work or railway closures?

Demolition may require a large window of closure that would be more available at night. The Amtrak train passes through here nearly every hour during the day. Requiring a work stoppage each time. Whether the bridge is built in place or somewhere else and dropped in place, whenever there is major movement over the tracks, the trains will need to be stopped.

PAYMENT

Design-Build team shall provide a lump sum price for all aspects required to satisfactorily complete the project as required by the Owner. This includes the Pan Am Railway fees and insurance requirements. A schedule of values with sufficient detail to serve as the basis for progress payments shall be required.

A 10% retainer will be held back from every requisition. The 10% shall be held by the Town of Falmouth and will be returned upon request from the Design-Build team once the project has successfully endured its warranty period.

LIQUIDATED DAMAGES

The Owner may issue Liquidated Damages if the project has not been completed by December 31, 2014. The Owner, at its discretion, may waive these damages if this is found to be beneficial to the Owner. Liquidated Damages shall be \$300.00 per calendar day.

River Point RFP Form

Design-Build Designer: _____

Address: _____

Contact: _____
Phone: _____
Email: _____

Design-Build Contractor: _____

Address: _____

Contact: _____
Phone: _____
Email: _____

Please provide a list of sub-contractors attached on company letter head.

Design-Build Option #1: pedestrian and equipment bridge, 6' minimum width. 5 Ton agricultural equipment load.

Price Proposal (Words): _____

Price Proposal (Numerals): _____

Design-Build Option #2: pedestrian and vehicle bridge, 10' minimum width. 15 Ton vehicle load.

Price Proposal (Words): _____

Price Proposal (Numerals): _____

Design-Build Proposal Official Signature:

_____ Title: _____ Date: _____

By signing this document, I hereby certify that I am authorized to submit this proposal to The Town of Falmouth on behalf of the Design-Build team.

AGREEMENT

I. PARTIES

This contract (hereinafter referred to as "Agreement") is made and entered into on this __ day of _____, 2014, by and between the Inhabitants of the Town of Falmouth with a mailing address of 271 Falmouth Road, Falmouth, Maine 04105 (hereinafter referred to as "Town"); and _____, with a mailing address of _____ (hereinafter referred to as "Contractor"). In consideration of the mutual promises contained herein, Contractor agrees to perform the following services for the Town.

II. SCOPE OF WORK

In consideration of the compensation set forth herein, the Contractor shall perform the services as outlined in a request for proposal dated February 13, 2014 and attached hereto as Exhibit A.

III. COMMENCEMENT AND COMPLETION

The Contractor will commence work on or before May 1st, 2014 and will complete work on or before December 31st, 2014.

IV. PAYMENT TERMS

The Contractor shall submit an invoice on or about the first of each month reflecting services performed. The Contractor understands that the payment for completion of the services outlined in Section II shall not exceed _____ (\$_____), and the Contractor agrees to perform the services on that basis. Invoices shall list separately all out of pocket expenses being billed. A 10% retainer shall be held from every invoice. The 10% shall be returned at the contractor's request 365 days from the actual completion date of the project.

V. TERMINATION

Either party may terminate this Agreement for cause after giving the other party written notice and a reasonable opportunity to cure. The Town may terminate without cause by giving the Contractor fourteen (14) days notice, and compensating the Contractor equitably to the termination date.

VI. DISPUTE RESOLUTION

Any controversy or claim arising out of or related to this Agreement, which cannot be resolved between the parties shall be submitted to the Maine Superior Court (Cumberland County). This agreement shall be governed by Maine law.

VII. QUALIFICATIONS

The Contractor represents it holds, and will continue to hold during the term hereof any and all qualifications, licenses and certifications required to perform its services in Maine. The contractor shall perform all services in accordance with professional standards.

VIII. SUBCONTRACTORS

The Contractor shall be fully responsible to the Town for the acts and omissions of any subcontractors and of persons either directly or indirectly employed by it, and shall hold subcontractors to the same terms and conditions as Contractor is held under this Agreement. No subcontractors shall be retained on this Agreement without the specific prior written approval of the Town.

IX. INSURANCE

The Contractor shall purchase and maintain Workers' Compensation Insurance, General Public Liability and Property Damage Insurance including vehicle coverage and professional liability insurance, all with limits and terms satisfactory to the Town. The Town shall be named as an additional insured on the liability policy.

X. INDEMNIFICATION

The Contractor will indemnify and hold harmless the Town, its officers, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Agreement by the Contractor, its officials, employees, agents and subcontractors.

XI. ENTIRE AGREEMENT

This Agreement and its attachments represent and contain the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement and its attachments are not a part of this Agreement. Where there is any conflict between the provisions of this Agreement and the provisions of any attachment, the provisions of this Agreement shall control.

Date: _____

By: _____

Title: _____

Date: _____

INHABITANTS OF THE

TOWN OF FALMOUTH, MAINE

By: _____

Nathan A. Poore, Town Manager