



**Town of Falmouth, Maine
Public Works Department
Request for Proposals
Engineering Services for Middle Road Rehabilitation Project**

September 21, 2015

The Town of Falmouth is inviting qualified companies to submit proposals for engineering services for the rehabilitation of Middle Road. There will be a non-mandatory pre-proposal meeting on September 30, 2015 at 11:00 AM at Falmouth Public Works Department, 101 Woods Road, Falmouth. **Proposals must be submitted no later than 4:00 PM on October 8, 2015.**

Background

As part of the Town's Capital Improvement Plan, two sections of Middle Road are budgeted for rehabilitation on Middle Road. These sections are between Longwoods Road and Johnson Road, and between Johnson Road and the Falmouth/Cumberland Town Line.

Middle Road is a major collector road in Falmouth. There is also an increasing desire to accommodate bicycle traffic better through this corridor. The condition of the road is poor and is beyond the ability of pavement preservation. Also, the majority of Middle Road lacks a formal drainage system, which is contributing to the decline in condition. Shoulder width is also lacking in many areas. There are also concerns/issues with sight distance and roadway alignments.

The improvements will be funded by the Town of Falmouth. Falmouth is seeking to secure an engineering consultant to provide design guidance, provide construction plans, specifications, and bid documents in order to facilitate construction of the first phase of Middle Road Rehabilitation the spring/summer of 2016. The selected consultant shall also provide necessary construction support with regards to design errors and/or design conflicts that require engineering redesign.

The first phase is between Longwoods Road and Johnson Road. The second phase is between Johnson Road and the Falmouth/Cumberland Town Line.

Falmouth's Project Development Process

As part of the development of a road project, Falmouth follows a general format in order to provide a complete review and input process. The following is a general outline of the process and also a general timeline for this particular project:

- Kickoff Meeting: with consultant and Public Works staff: 3rd week of October, 2015
- Survey for existing conditions: October-November 2015
- Review and incorporation of prior studies, plans, initiatives, and related construction projects: October 2015
- Preliminary Design Options and Review: Development of Preliminary Concept Design: December
- Stakeholder Input and Public Meetings (2): January-March 2016
- Plans and Bid Documents Preparation: February-March 2016
- Bidding for Construction: April, 2016

Bid Award: May 2016
Begin Construction: June 2016

Base Scope of Work

Consultant proposals are expected to follow this Project Development Process, but also be flexible to explore other options/tasks as they arise during the process. Proposals must include, at a minimum, the following services:

Task 1: Survey

Perform a supplementary survey of existing conditions, to be used for preliminary and final engineering purposes beyond what is provided in available surveys from Maine DOT and other sources. The existing conditions survey shall contain, but not be limited to, the following features:

- Road Monuments and Property Pins
- Existing Roadway and lane lines
- Existing Utilities
- Street Trees within and just outside the right of way
- Fences, posts, and other related features within and just outside the right-of-way
- Driveways
- Buildings (front corners), property owner information, and street address
- Roadway plan and profile, including horizontal and vertical curvatures
- Intersecting streets, both public and private
- Centerline Stationing at 50-foot intervals, with PK nails installed
- 40-scale or greater
- Magnetic North

Task 2 Preliminary Design Plans

Based on input received from the Town, develop preliminary design plans and provide updated accurate, all-inclusive cost estimates for the proposed improvements. The Consultant shall make any needed revisions and provide all data at a level of detail which will be used to generate the bid documents. The consultant shall conduct field visits as necessary and identify where any right-of-way impacts are anticipated. It is the goal of the Town to deliver the roadway improvements entirely within the Town's right-of-way, unless certain unique conditions exist.

Design Plans shall include, but not be limited to, the following:

- Existing/Proposed Roadway and lane lines, including the following:
 - Edge of pavement,
 - Horizontal and vertical curvatures/alignments at 50-foot increments
 - Cross sections at 50-foot intervals and at driveway aprons
- Areas of grinding, reclaiming, and/or box-cutting
- Proposed changes to existing utilities
- Proposed new utilities
- Street Tree preservation and/or removal notes
- Fences, posts, and other related features: preservation and/or relocation notes
- Proposed driveway aprons: limits of paved areas and match lines
- Intersecting streets, both public and private: limits of work, paving, and match lines
- Centerline Stationing at 50-foot intervals shown.
- 40-scale or greater

Magnetic North
Details sheets including any/all related details, notes, and/or specifications
Engineer's Stamp

Note on required meetings during tasks 1-2:

The consultant is expected to attend any and all required meetings with Town staff, affected property owners, the public, and any other entity(s) as necessary to review and discuss project design issues and complete the project in a satisfactory manner. While it is unknown how many meetings this project may require, it is the Town's intent to keep these to a minimum. A total of 2 public meetings can be expected, along with the kickoff meeting with staff. The consultant is expected to interact primarily with Town staff.

Task 3 Final Design Plans and Specifications

Based on input received from the Town, develop final design plans and specifications for construction, and provide updated final cost estimates for the improvements. The Consultant shall present final plans, specifications, and accurate opinion of cost for final review and approval by the Town and make any needed revisions. The consultant shall provide all data at a level of detail which can be used for solicitation of construction bids. The consultant shall conduct field visits as necessary.

Task 4 Permitting and Coordination

Develop and prepare all necessary permit applications, and attend regulatory meetings as necessary. The Town will be responsible for any and all permit fees. The consultant will coordinate and prepare all requisite permit applications to support the improvements. The consultant will coordinate with all utilities and any other applicable parties as needed.

Task 5 Bid Process

Issue invitation to bid documents. Perform public notice/bid advertisement. Conduct a mandatory pre-bid meeting. Review construction bids submitted and assist the Town with bid selection. With regards to the public notice, the Town will pay for the costs associated with advertising in the local newspapers.

With regards to bid documents, the Town has developed templates to use for bid document preparation. The Town will provide all templates needed to compile and develop the bid documents.

Deliverable: Provide to the Town bid documents in electronic form (.pdf and .dwg)

Requirements

1. The work shall be performed by a professional engineer licensed in the State of Maine.
2. Addenda to this RFP, if any, will be issued to each prospective bidder. Bidders shall be required to acknowledge receipt of any Addenda.

Project Schedule

The selected consultant shall be expected to begin work within two weeks of contract signing and complete tasks 1-5 by April 30, 2016.

Proposal Submittal Requirements

Proposals shall include the following and shall be organized using each of the above required elements as section headings:

- A. Firm Description - Provide a brief description of the firm including any pertinent information.
- B. Project Team - Provide names and resumes of key professionals who would be assigned to the project.
- C. Statement of project understanding - The consultant shall state in succinct terms his/her understanding of what is required by this Request for Proposal.
- D. Scope of Services/Approach – Briefly describe in narrative form the consultant’s approach and technical plan for accomplishing the work listed herein.
- E. Project budget - The consultant shall provide a total project cost stated as a firm, all-inclusive, fixed fee.

Submission

Three paper copies of the proposal must be submitted by the submittal date specified herein.

Project Budget

The Town has not set a budget amount for this specific portion of the project. The Town recommends that consultants make an independent assessment of scope, time involved, and resulting cost required for this assignment.

Consultant Selection

The Town reserves the right to negotiate directly with the firm selected for additional project work at the hourly rates shown in the proposal submitted in response to this RFP.

Required Pre-Proposal Meeting

All prospective bidders are required to attend a pre-proposal meeting to review the project requirements and be able to ask questions. **This meeting is scheduled for September 30, 2015 at 11:00 AM in the conference room at Falmouth Public Works Department, 101 Woods Road, Falmouth.**

Deadline for Submissions

All responses to this Request for Proposals must be received by the Town of Falmouth no later than October 8, 2015, 4:00 PM. Proposals should be sent to: Jay Reynolds, Public Works Director, Town of Falmouth, 101 Woods Road, Falmouth, Maine 04105. Proposals shall be labeled “RFP – Middle Road Engineering Services.”

Questions

All proposers will have an opportunity to ask questions at the mandatory pre-proposal meeting. Additional questions can be directed to Jay Reynolds, Public Works Director, at jreynolds@falmouthme.org with the subject – “Middle Road RFP.” **Deadline for all questions is October 5, 2015 4:30 PM.** Only written questions regarding this Request for Proposals will be considered – e-mail format preferred. No phone calls please. Addenda to potential bidders will be provided as necessary.

Acceptance of Proposals

No proposals will be accepted from firms that do not attend the mandatory pre-proposal meeting. In case of team proposals, a minimum of one member per team shall attend the mandatory pre-proposal meeting.

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 and to select one or more of the proposals.

Agreement

The Town’s standard consultant agreement follows as an attachment.

ATTACHMENT: TOWN OF FALMOUTH STANDARD CONSULTANT AGREEMENT

I. PARTIES

This contract (hereinafter referred to as "Agreement") is made and entered into on this _____ day of _____, 20__, by and between the Inhabitants of the Town of Falmouth with a mailing address of 271 Falmouth Road, Falmouth, Maine 04105 (hereinafter referred to as "Town"); and _____, with a mailing address of _____ (hereinafter referred to as "Consultant"). In consideration of the mutual promises contained herein, Consultant agrees to perform the following services for the Town.

II. SCOPE OF WORK

In consideration of the compensation set forth herein, the Consultant shall perform the services as outlined in a Request For Proposal dated _____ and attached hereto as Exhibit A and the response attached hereto as Exhibit B.

III. COMMENCEMENT AND COMPLETION

The Consultant will commence work on or before _____, 20__ and will complete work on or before _____, 20__.

IV. PAYMENT TERMS

The Consultant shall submit an invoice on or about the first of each month reflecting services performed at the Consultant's normal professional billing rates, attached hereto as Exhibit C. The Consultant understands that the payment for completion of the services outlined in Section II shall not exceed _____ Dollars (\$_____), and the Consultant agrees to perform the services on that basis. Invoices shall list separately all out of pocket expenses being billed.

V. TERMINATION

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

VI. DISPUTE RESOLUTION

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

VII. QUALIFICATIONS

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

VIII. SUBCONTRACTORS

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

IX. INSURANCE

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

X. INDEMNIFICATION

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

XI. ENTIRE AGREEMENT

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

Date: _____

By: _____

Title: _____

Date: _____

INHABITANTS OF THE
TOWN OF FALMOUTH, MAINE

By: _____

Nathan A. Poore, Town Manager