



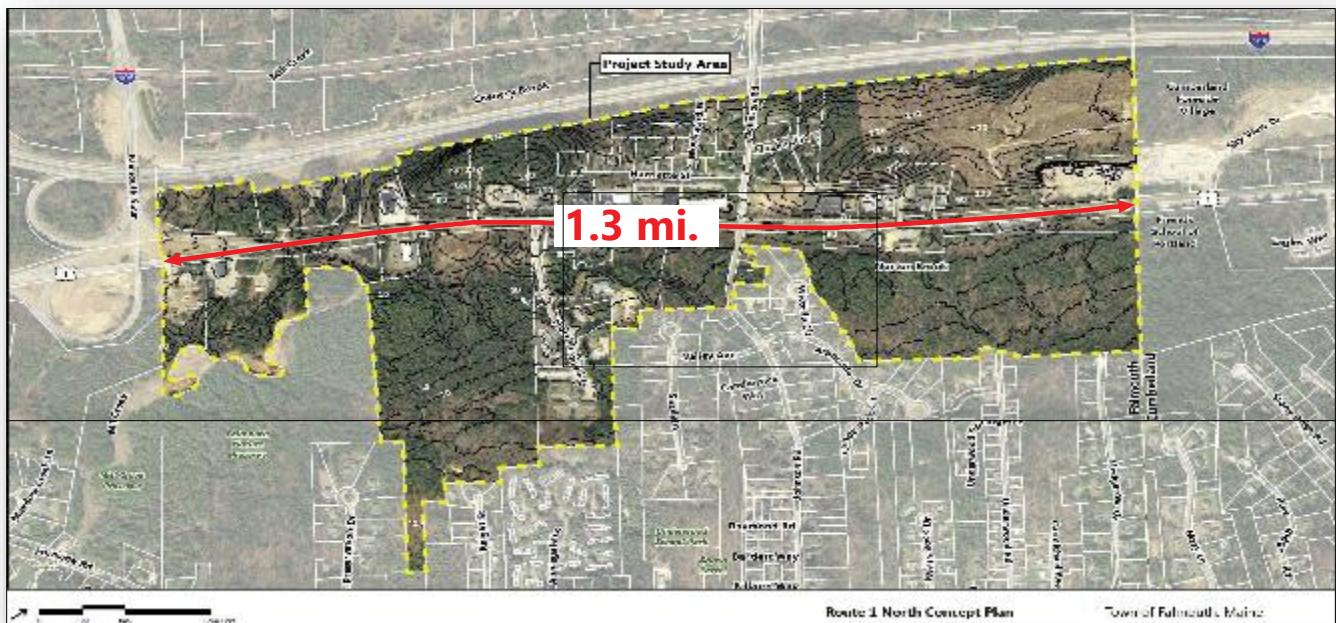
Town of Falmouth, Maine Request for Proposals Preliminary Engineering Services for Route 1 North

For release: August 24, 2020

The Town of Falmouth is inviting qualified companies to submit proposals for preliminary engineering services for improvements outlined in the Route 1 North Vision Plan. There will be a mandatory pre-proposal meeting on Tuesday, September 8, 2020 at 2:00 PM via Zoom video meeting (pre-registration is required). **Proposals must be submitted no later than 2:00 PM on Tuesday, September 29, 2020.**

Background

On July 10, 2017, the Falmouth Town Council approved a resolution pertaining to the Route 1 North Vision Plan. This plan covers Route 1 from Turnpike Spur to Town of Cumberland line. On February 3, 2020, the Council authorized the Town Manager to seek proposals for preliminary engineering of this project. Issuance of this RFP was delayed due to COVID-19.



The plan was developed by an ad hoc Route 1 North Committee with assistance from consultant VHB. The Route 1 North Plan includes improvements to streets, sidewalks, intersections, streetlights, landscaping, sanitary sewer, and storm water management.

The complete plan (incl. appendices) can be found here:

https://www.falmouthme.org/sites/g/files/vyhlf556/f/uploads/route_1_north_vision_plan_final_06-26-2017_update_appendices.pdf

The improvements are expected to be funded by the Town of Falmouth through its Route 1 North Tax Increment Financing District. Falmouth voter approval will be required if project expenses exceed \$2M.

Route 1 North Vision Plan

The plan consists of the following infrastructure elements. Please note that the estimated cost figures date back to 2017.

Location	#	Recommended Improvements	Cost	Notes	Included in this RFP
Route 1/Johnson Road Intersection	1	Design development & implementation (stand-alone)	\$ 2,140,000		yes
Route 1 - South of Johnson Road	2	Sidewalk and shared use path and bicycle lane improvements (+/- 2,295 LF)	\$ 1,727,000	1	yes
	3	Streetscape improvements (street trees, lighting, sidewalk connections)	\$ 530,000	4	yes
	4	Metro bus stop improvements (2)	\$ 100,000		yes
	5	Sanitary force main upgrade (from 4 to 8", 1800 lf)	\$ 250,000		yes
Route 1 - North of Johnson Road	6	Sidewalk and shared use path and bicycle lane improvements (+/- 1,935 LF)	\$ 1,200,000		yes
	7	Streetscape improvements (street trees, lighting, sidewalk connections)	\$ 440,000	4	yes
Johnson Road	8	Sidewalk on south side from Route 1 to Middle Road (+/- 2,782 LF)	\$ 1,205,000	2	yes
	9	Streetscape improvements (street trees, lighting, sidewalk connections)	\$ 650,000	4	yes

Location	#	Recommended Improvements	Cost	Notes	Included in this RFP
----------	---	--------------------------	------	-------	----------------------

Gateways at north & south end of corridor and Johnson Road intersection	10	Gateway improvements	\$ 600,000		possibly
---	----	----------------------	------------	--	----------

Trail Network/Norton Brook	11	Develop Norton Brook Management Plan	\$ 80,000		no
	12	Develop strategic trail plan	\$ 25,000		no
	13	Norton Brook Trail/Stream Restoration improvements (+/- 1.2 miles)	\$ 350,000		no
	14	Underwood Park Trail connection (+/- 0.5 miles)	\$ 40,000		no

TOTAL CONCEPT COST \$ 9,337,000 3

NOTES:

1. Estimate includes \$300,000 to cover Options 1, 2, or 3 for the Route 1 crossing over Mill Creek
2. Estimate excludes improvements to the Johnson Road bridge over I-295. A bridge rehabilitation project is on MaineDOT's 2017-2019 Work Plan. The Town and MaineDOT have been in dialogue with regards to pedestrian accommodations being included as part of the bridge project. The Town's plan shows the sidewalk to be located on south side of Johnson Road. MaineDOT has suggested to move it to the north side of Johnson Road.
3. Estimates include 10% design costs and 25% contingency
4. Streetscape estimates assumed:
Street Trees @ approx. 100' O.C. (both sides of road) = \$950/ea
Pedestrian Lighting @ approx. 85' O.C. = \$7,500/ea
Roadway Lighting @ approx. 175'-200' O.C. = \$10,000/ea

Consultants are strongly recommended to review the entire Route 1 North plan (see link above).

It may also be helpful to review the links to the Council materials below in order to place the scope of work in context:

- July 10, 2017 agenda item: <https://www.falmouthme.org/town-council-town-manager/agenda-items/20170710-council-agenda-item-09-0>
- July 10, 2017 meeting minutes: https://www.falmouthme.org/sites/g/files/vyhlf556/f/minutes/07102017_minutes.pdf
- February 3, 2020 agenda item: <https://www.falmouthme.org/town-council-town-manager/agenda-items/council-agenda-item-route-1-north-preliminary-engineering>
- Video of February 3, 2020 Council meeting: <https://view.earthchannel.com/PlayerController.aspx?&PGD=falmouthme&eID=526>

Base Scope of Work

Consultant proposals are expected to follow the Project Development Process (as appropriate) contained in the MaineDOT Highway Design Guide. Proposals must include, at a minimum, the following services:

Task 1 Supplementary Survey

Perform a supplementary survey of existing conditions, as needed, for preliminary engineering purposes beyond what is provided in available surveys from Maine DOT and other sources.

Prepare:

1. Existing Conditions Plan (ECP): Survey and determination of existing R/W based on R/W maps and tax map information,
2. Preliminary R/W mapping showing Preliminary Design Report (PDR) level proposed impacts for development of schedule and budget, and
3. Documentation of outreach efforts and receptivity of potentially-affected property owners of proposed R/W impacts

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 can be used to support a Falmouth referendum question for authorization to expend a not-to-exceed, all-inclusive amount of required funds. The consultant shall conduct field visits as necessary and identify where ROW impacts are anticipated, and obtain design exception approval from MaineDOT as required.

Note on required meetings during tasks 1-2:

The consultant is expected to attend any and all required meetings 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. The consultant is expected to interact primarily with Town staff. The consultant shall be responsible for preparing and submitting to staff a summary of action items of each of the meetings.

Consultants shall state in their proposals if (A) the proposal is inclusive of all required meetings, or (B) if it is subject to a "cap" on the number of meetings that are included, and what that cap is. The Town prefers option A and not be required to "track" the number of meetings attended by the consultant.

Potential Additional Scope of Work

The Town is interested to potentially engage the consultant selected for tasks 1-2 for tasks 3-5 as well. Therefore, the Town requests that in addition to the base scope of work described above, all proposals also include tasks 3-5 as described below.

Note: Tasks 3-5 may be subject to Falmouth voter approval. The Town reserves the right to decline and/or negotiate the services for tasks 3-5 upon voter approval of the referendum question, if such is in the best interest of the Town. In case Falmouth voters decline to approve the referendum question, no contract for tasks 3-5 will be issued. At this time, the Town intends to only contract for tasks 1-2.

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 Route 1 North 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, including amendments to any previously-approved Traffic Movement permits and site plans. 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.

Note on required meetings during task 3-5:

The consultant is expected to attend any and all required meetings 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. The consultant is expected to interact primarily with Town staff. The consultant shall be responsible for preparing and submitting to staff a summary of action items of each of the meetings.

Consultants shall state in their proposals for task 3-5 if (A) the proposal is inclusive of all required meetings, or (B) if it is subject to a "cap" on the number of meetings that are included, and what that cap is. The Town prefers option A and not be required to "track" the number of meetings attended by the consultant.

Requirements

1. The work shall be performed by a professional engineer licensed in the State of Maine.
2. This RFP is also posted on the Bid section of the Town of Falmouth website at <https://www.falmouthme.org/current-bids-rfps/pages/current-bids-rfps>.
3. Addenda to this RFP, if any, will be posted on this website under the project heading.
4. The work shall meet MaineDOT's standards and procedures, including but not limited to applicable sections of the latest versions – and any revisions – of the MaineDOT's *Highway Design Guide*, *Standard Specifications*, and *Standard Details*.

Project Schedule

The selected consultant shall be expected to begin work within two weeks of contract signing.

Below are the anticipated milestones and lead entities for each milestone:

- Staff: Issue Preliminary Engineering RFP
- Staff: Mandatory pre-bid meeting
- Staff: Deadline for all RFP questions
- Staff: Proposal submission deadline
- Staff: Consultant interviews, if required
- Staff: Consultant recommendation
- Council: Authorization of preliminary engineering funds
- Town manager: Consultant selection
- Consultant: Start preliminary engineering + survey
- Staff: Review consultant progress reports
- Staff: Review draft Preliminary Design Report
- Consultant: Finalize Preliminary Design Report
- Staff: Preparation of amendment of West Falmouth Crossing TIF District
- Council: TIF Public Hearing
- Staff: Submission of TIF amendment to DECD
- Staff: Draft referendum question, if required
- Council: Authorize referendum question
- DECD: Approval of TIF amendment
- Falmouth Voters: Referendum decision
- (If referendum is approved and if authorized) Consultant: Prepare final plans and bid specifications

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 firm size and area of specialization, location of corporate headquarters, potential satellite office proposed to manage this project, and state if the firm is represented on MaineDOT's list of Prequalified Firms for Highway Design.
- B. Project Team - Provide names and resumes of key professionals who would be assigned to the project. Each team member's education and experience shall be listed. The project manager shall be clearly identified and a description of his/her relevant previous projects listed. A list of past relevant projects, which proposed project staff have played a central role in developing, shall be also provided.
- 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/Schedule - Describe in narrative form the consultant's approach and technical plan for accomplishing the work listed herein. The Consultant is encouraged to elaborate and improve on the tasks listed in the RFP. However, the consultant shall not delete any requested scope tasks, unless explicitly noted. The Consultant shall submit a proposed schedule for completing the scope of work.
- E. Project budget - The consultant shall provide a total project cost stated as a firm, all-inclusive, fixed fee. Separate fees are required for tasks 1-2 ("Base Scope") and for tasks 3-5 ("Additional Scope"). Hourly rates for project staff shall also be provided.

- F. References - The consultant shall provide three (3) references, including current contact name and phone number for similar projects.
- G. Availability – Availability of project manager and other relevant personnel for an interview in week of October 12, 2020.

Submission format

One (1) digital copy of the proposal must be submitted via e-mail or USB flash drive.

Evaluation Criteria

Proposals will be evaluated according to the following:

1. Responsiveness to the submission requirements.
2. Qualifications of firm and project team members. Particular attention will be given to the experience and demonstrated ability of the project manager to pro-actively complete all project tasks on time and within budget.
3. Previous related work on Arterial Highways within the State of Maine.
4. Understanding of required project work.
5. Proposal price.

Project Budget

The Town has not set a budget amount for this effort. The Town recommends that consultants make an independent assessment of scope, time involved, and resulting cost required for this assignment. A budget appropriation with final budget amount for tasks 1-2 will be requested from the Town Council in conjunction with a review of the recommendation regarding consultant selection.

Consultant Selection

The Town, at its discretion, may select a firm outright for tasks 1-2 or select a finalist(s) for in-person interviews. **The anticipated date(s) for any interviews is week of October 12, 2020.** Please reserve those dates.

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.

As stated above, the Town may engage the services of the consultant for tasks 1-2 for tasks 3-5 as well. The Town also reserves the right to decline and/or negotiate the proposed services for tasks 3-5 upon voter approval of the referendum question, if such is in the best interest of the Town. In case Falmouth voters decline to approve the referendum question, no contract for tasks 3-5 will be issued.

Mandatory 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 Tuesday, September 8, 2020 at 2:00 PM via Zoom video. Pre-registration is required. Contact Theo Holtwijk at tholtwijk@falmouthme.org to register.**

Deadline for Submissions

All responses to this Request for Proposals must be received by the Town of Falmouth no later than Tuesday, September 29, 2020, 2:00 PM.

Proposals should be sent to: Nathan Poore, Town Manager, Town of Falmouth, 271 Falmouth Road, Falmouth, Maine 04105, npoore@falmouthme.org. Proposals shall be labeled "RFP – Route 1 North Preliminary Engineering."

Questions

All proposers will have an opportunity to ask questions at the mandatory pre-proposal meeting. Additionally, questions can be directed to Theo Holtwijk, Director of Long Range Planning, tholtwijk@falmouthme.org with the subject – “Route 1 North RFP.” Only written questions regarding this Request for Proposals will be considered – e-mail format preferred. No phone calls please. Addenda for potentially interested bidders will be provided as necessary and posted on Town’s “bid” web page <https://www.falmouthme.org/current-bids-rfps/pages/current-bids-rfps>. **Deadline for all RFP questions is September 22, 2020.**

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