



Town of Falmouth, Maine Request for Proposals Route 88 (Foreside Road) Sidewalk Feasibility Study

March 14, 2023

The Town of Falmouth is inviting qualified companies to submit proposals for a sidewalk feasibility study on Route 88 (Foreside Road). There will be a mandatory pre-proposal meeting at 2:00pm on March 30th, 2023, at Falmouth Town Hall, 271 Falmouth Road, Falmouth, ME (2nd Floor Conference Room). **Proposals must be submitted no later than 2:00pm on Wednesday, April 19th, 2023.**



Purpose: To assess the viability of new pedestrian and bicycle infrastructure along Route 88 (between the Cumberland Town Line and US Route One) and to develop conceptual level design, preliminary cost estimates, and identify potential construction issues.

Base Scope of Work

Proposals must include, at a minimum, the following services:

Task 1 Design Considerations

Investigate the viability of various design alternatives, which may or may not result in multiple options to consider. The results of this assessment will be used to aid in the development of conceptual design in Task 2. The following is a non-inclusive list of suggested alternatives to assess;

- Sidewalk Location (which side of street)
- Curbing vs. No Curbing
- Esplanade vs. No Esplanade
- Bike lane vs. no bike lane
- ROW vs. No ROW Impact
- Crosswalks/ADA Compliance

- Options to cross Mill Creek

Task 2 Develop Conceptual Design

Using the results from Task 1, develop a conceptual design that shows proposed design alternatives. The conceptual design should, at a minimum, show the following information;

- Proposed cross sections;
- Drainage options: Including high level drainage analysis to identify impacts to existing storm drain system;
- Impacts to other existing utilities;
- Impacts to trees and other vegetation;
- Signage considerations (no parking, etc.);
- Segment options for potential phasing.

The Town will supply GIS base mapping that will include approximate location of existing utilities, Right-of-Way and property lines.

Task 3 Financial Evaluation

Conduct a financial evaluation that includes the development of a conceptual level cost estimate for all proposed design alternatives developed in Task 2. The cost estimates should include full (i.e. all inclusive) cost estimates for all proposed improvements (U.S. Route 1 to Cumberland town line) and cost estimates for any suggested phasing.

This task also includes a funding analysis and recommendations to assess the viability of using Federal and/or State funds vs. using Town only funds, including a cost benefit analysis associated with either option.

Lastly, this task includes a suggested scope of work from the consultant to determine the next steps for this project (i.e., preliminary engineering, final design, ROW acquisition, etc.).

Note on Required Meetings

The consultant is expected to attend 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 but may be asked to present project findings at a Town Council meeting. The consultant shall be responsible for preparing and submitting to staff a summary of action items for 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.

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 <http://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 Program *Highway Design Guide*, *Complete Streets Design*, *Standard Specifications*, and *Standard Details*.

Project Schedule

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

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 Consultants for Pedestrian/Bicycle 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 their relevant previous projects listed. A list of past relevant projects, which proposed project staff have played a central role in developing, shall also be provided.
- C. Statement of project understanding - The consultant shall state in succinct terms their 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. 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.

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 proactively complete all project tasks on time and within budget.
- 3. Previous related work on Arterials/Collectors and pedestrian infrastructure design within the State of Maine.
- 4. Understanding of required project work.
- 5. Proposal price.

Consultant Selection

The Town, at its discretion, may select a firm outright or select a finalist(s) for in-person interviews.

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.

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 2:00pm on March 30th, 2023, at Falmouth Town Hall, 271**

Falmouth Road, Falmouth, ME (2nd Floor Conference Room). Prospective bidders are asked to pre-register for the pre-proposal meeting. Contact Justin Early at jeary@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 2:00pm on Wednesday, April 19th, 2023.

Proposals should be sent to: Justin Early, Assistant Public Works Director/Town Engineer, Town of Falmouth, 101 Woods Road, Falmouth, Maine 04105, jeary@falmouthme.org. Proposals shall be labeled "RFP – Route 88 Sidewalk Feasibility Study."

Questions

All proposers will have an opportunity to ask questions at the mandatory pre-proposal meeting. Additionally, questions can be directed to Justin Early, Assistant Public Works Director/Town Engineer, jeary@falmouthme.org with the subject – "Route 88 Sidewalk Feasibility Study 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>.

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