



Requests for Proposals for Design- Build Services Universal Access Trail at East Windham Conservation Area LWCF #23-00918

INTRODUCTION

The Town of Windham is accepting price proposals from qualified contractors to provide Design/Build Services for the Universal Access Trail at the East Windham Conservation Area, located at 189 Falmouth Road (refer to Appendix A).

Sealed proposals for the above project, addressed to Town of Windham, Parks and Recreation Department, 8 School Road, Windham, ME, 04062 will be received at **2:00 p.m. on Thursday, June 27, 2024**, at which time they will be opened and read. Proposers are encouraged to submit their proposals electronically by emailing their proposal to ljbrooks@windhammaine.us with the name of the Proposer and project name in the subject line. Proposers may also submit proposals in person by delivering to Windham Town Hall or may also be submitted via USPS, UPS or FedEx to the mailing address above. Late, unsigned bids or faxed bids shall not be accepted. All proposals shall remain open to acceptance for ninety (90) days from their opening.

This project is funded, in part, with a grant from the State of Maine, Bureau of Parks & Lands through the U.S. Department of the Interior Land and Water Conservation Fund. With this funding, this project is subject to the **Build America, Buy America (BABA) Act**. Please see additional details on the requirements of this Act in Appendix E.

The scope of work for the project is included as Appendix B of the RFP.

PROJECT BACKGROUND:

With funding support from the Land for Maine's Future and the Presumpscot Regional Land Trust, the Town has completed acquisition of the land and executed a conservation easement with the Presumpscot Regional Land Trust to permanently protect 700 acres in East Windham (see Appendix A for Concept Plan.) The forested land has approximately 1,545 feet of water frontage on Little Duck Pond and directly abuts over 1,000 acres of other conserved land in Windham and Falmouth. This acquisition would conserve a large unfragmented habitat block in Greater Portland and protect water quality of threatened waterbodies. An access road improved to be accessible for all, parking areas and trails for outdoor education and recreation will connect to abutting conserved land. Uses will include hiking, mountain biking, fishing, horseback riding, snow shoeing, cross country skiing, snowmobiling, ATV riding, and hunting.

OUTLINE OF WORK:

The Project entails constructing 8,922 linear feet (LF) of universal access trail at the East Windham Conservation Area beginning in Summer 2024. At the present time there is a gravel "Woods Road" that has been used by the former owner to access areas of the property primarily for logging. Portions of the trail as indicated in Appendix A will be built immediately adjacent to the existing Woods Road while others will diverge from the Woods Road and go through existing wooded areas to avoid steep grades. The proposed portion of trail to be built along the existing Woods Road has a length of approximately 4,278 LF. This section of trail will follow the existing gravel edge to allow for passage of vehicles. The selected contractor will improve the existing surface to meet the trail specifications that are outlined later in this RFP. The existing road may need to be slightly widened in certain areas to allow for a minimum 12-14-ft gravel road and a 6-ft trail. The construction will need to include some method to delineate the trail from the road.



The remainder of the trail (approximately 4,644 linear feet) will be new trail construction through undeveloped, forested areas. This portion of the trail construction will require the selected contractor to clear trees, excavate, bench cut where necessary, install geotextile, and place and compact aggregate to produce a surface and grade that meets universal trail design parameters (Appendix C). With the approval of the Town, the exact route of this trail may diverge somewhat from the route shown in the attached plan as needed to provide the most efficient layout.

The scope of work for the project is included as Appendix B of the RFP. A plan with the proposed trail layout will be provided in AutoCAD format for interested bidders.

The Town's goal with this project is to create a sustainable trail system that is optimized for use by people of all abilities and mobilities, including people who use wheelchairs and people who are blind or who have low vision. The trail should be built in a manner that minimizes impacts to the natural environment. General universal trail design parameters are included in Appendix C. More information on universal trails can be found in Penn Trails publication ["Trails for All People: Guidance for Accessibility and Inclusive Design."](#)

INSTRUCTIONS FOR BIDDING/SELECTION CRITERIA

All interested parties are required to attend a pre—bid meeting for the project either on Teams or in person on **June 6, 9:00 a.m.** at Windham Public Works. (Email ljbrooks@windhammaine.us with intent to attend for a link to the Teams meeting.) Sealed bids are due on **June 27, 2024 at 2:00 p.m. in Town Hall Conference Room**. Bids submitted after this date/time will not be considered.

Interested parties must include in their bid the following information.

- Experience on similar projects
- Qualifications of proposed project team
- Proposed equipment
- Proposed schedule/sequence of work
- Bid price and unit labor and equipment rates

Contractor selection will be based on:

- Familiarity with the history, culture, and goals of the East Windham Conservation property and understanding of universal design and the specific needs of wheelchair users.
- Understanding of how to construct a sustainable, low-maintenance trail on varied terrain with existing steep grades.
- Cost proposal

CONTRACT REQUIREMENTS

1. Contract Time

A. Mobilization Date: To be proposed by contractor

The selected Contractor shall submit in writing a proposed date of mobilization to the Town for approval at least 14 days in advance. All equipment and personnel mobilization, construction signing, etc. shall occur after this date unless otherwise approved in writing by the Town.

B. Substantial Completion Date: **July 1, 2026**

The contract work will be substantially completed on or before this date.

C. Final Completion Date: **August 1, 2026**



All work including establishment of vegetation shall be completed and ready for final payment on or before this date. In addition, all equipment and project signage shall be removed on or before this date.

2. Indemnification, Bonding, and Insurance

A. Indemnification

The approved Contractor indemnifies, defends, and holds harmless the Town, its officers, employees, officials, agents, and consultants from and against any claims, actions, torts, costs, losses, and damages for bodily injury, sickness, disease, or death and property damage arising out of or relating to this project or the performance of the project work by the Contractor, its subcontractors, sub-consultants, engineers, suppliers, any individuals directly or indirectly employed by them, or anyone for whose acts any of them may be liable, excepting only claims directly and solely caused by the negligence of the Town. Damages also include, but are in no way limited to, all dispute resolution costs including court costs, attorney's fees, and the fees of engineers and consultants, arbitrators, and other professionals related to dispute defense and preparation. This indemnity obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable.

B. Bonding

Bonds shall comply with the contract. The Contractor shall procure bonds from a company organized in the United States, licensed and approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance, and 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 shall be for the full contract price, payable to the "Town of Windham". By issuing a bond, the Surety must agree to be bound by all terms of the contract, including those related to payment, time of performance, quality, and warranties.

C. Insurance

The Contractor shall provide signed, valid, and enforceable certificates of insurance complying with the contract. The Contractor shall procure insurance from a company organized in the United States, licensed and approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance. The Contractor shall pay all premiums and take all other necessary actions to keep insurance in effect for the duration of the contract obligations. The Contractor and any subcontractors shall carry the following insurance:

Public Liability & Property Damage

Bodily Injury

Each Person - \$1,000,000

Each Accident - \$1,000,000

Property Damage

Each Accident - \$1,000,000

Motor Vehicle Public Liability & Property Damage

Bodily Injury

Each Person - \$1,000,000

Each Accident - \$1,000,000

Property Damage

Each Accident - \$1,000,000

Umbrella Coverage

Aggregate - \$4,000,000



The coverage must include, but is not limited to, products, completed operations, and contractual liability coverage. The contractual liability insurance shall cover the Contractor's obligations to indemnify the Town as provided in this contract. This policy shall cover wrongful acts, meaning negligent acts, errors or omissions by the Contractor, its subcontractors, sub-consultants or any entity for whom the Contractor is legally liable, arising out of the performance, or failure to perform services. Each policy shall name the Town as additional insured. Each policy shall include a provision requiring the carrier to investigate, defend, indemnify, and hold harmless all named insured, including additional insured, against any and all claims, even if groundless. The insurance coverage provided by the Contractor shall be primary insurance with respect to the Town, its officers, employees, officials, and agents. Any insurance maintained by the Town for its officers, employees, officials, and agents is in excess of the Contractor's insurance and shall not contribute with it. Any failure to comply with provisions of the policies shall not affect coverage provided to the Town, its officers, employees, officials, and agents.

3. Payment Procedure

A. Bid Form

The Contractor shall complete the unit price Bid Form included in Appendix D. This form includes estimated quantities and price of items which when multiplied and added together equal the total base bid contract price.

B. Application for Progress Payments

The Contractor shall submit an application for payment in accordance with work already completed as defined by the bid form. The Town shall make payment on approved applications within 30 days of the date of application. These progress payments will be made in an amount not to exceed 90% of the lump sum contract price. 5% shall be held as retainage for a period of 1 year.

4. Contractor Responsibility

A. General/Scope of Work

This project seeks to construct approximately 8,922 linear feet of Universal Access Trail in the East Windham Conservation Area along the route shown in the attached plans. The Town will not be responsible for omissions, errors, inconsistencies, or other defects relating to the project or the scope of work.

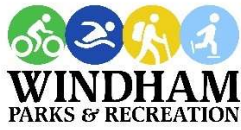
B. Local, State, and Federal Laws

The Contractor shall comply with all local, state, and federal laws and permitting requirements applicable to the project work. It is the responsibility of the Contractor, in coordination with the Town, to obtain all environmental approvals and permits following award of the contract. The cost of obtaining all environmental approvals and permits shall be borne by the Contractor. The Town will be designated as the applicant for all environmental approvals. All applications for required environmental approvals or amendments to those applications will be prepared by the Contractor. The Town will review and comment on the applications, sign applications where applicable, and submit the application to the agency with jurisdiction. The Town will be provided a reasonable opportunity to review and comment on completed applications, negotiations, or amendments for environmental approvals prior to their submission. The Contractor is solely responsible for the timing of permit applications.

C. Quality Control

The Contractor is responsible for all aspects of the quality construction, including but not limited to labor, equipment, materials, incidentals, processes, and construction methods. The Town may employ an independent testing agency to conduct construction quality control testing for earthwork. Agency name and contact information will be provided to the Contractor upon execution of the contract. The Contractor shall adhere to general testing and quality control requirements under this project. The Contractor shall:

1. Schedule, coordinate, and facilitate all inspections and testing with the Town Engineer.



2. Provide representative samples of materials to be tested, in requested quantities.
3. Furnish labor and facilities to provide access to work to be tested, to obtain and handle samples at the site.
4. Assure that required inspection, sampling, and testing has been conducted prior to commencement of any work which would alter or cover the work and/or materials to be inspected, sampled, and/or tested.
5. Allow all work under this contract to be inspected and observed by representatives of the Town.

In the event that any quality control testing, inspection, or observation results in any indication that any material, work, or portion thereof does not meet contract requirements, the Contractor shall, at its sole expense, undertake remedial work to the satisfaction of the Town and its testing agency.

D. Coordination

The Contractor is solely responsible to coordinate with all subcontractors and material suppliers. The Contractor shall also ensure that it meets all required installation specifications required by material suppliers.

E. Information Supplied

The Proposer/Contractor acknowledges that it has reviewed Town supplied information for errors, omissions, inconsistencies, or other defects and has incorporated into the base bid price all costs associated with the corrections of any such errors, omissions, inconsistencies, or other defects.

The Proposer/Contractor specifically acknowledges and agrees that:

1. The Town supplied information is preliminary and conceptual in nature.
2. The Contractor acknowledges and agrees that the Town shall not be responsible or liable for any claims, actions, torts, costs, losses, and damages for bodily injury, sickness, disease, or death and property damage arising out of or relating to this project or the performance of the project work by the Contractor, its subcontractors, sub-consultants, engineers, suppliers, any individuals directly or indirectly employed by them, or anyone for whose acts any of them may be liable, by reason of any use of Town supplied information or any action or forbearance in reliance thereon.

5. Construction Standards

- A. All construction under this contract shall be governed by and performed in accordance with the Maine Department of Environmental Protection Best Management Practices for Erosion and Sediment Control (October 2016 revision) and all other applicable local, State and Federal rules and regulations.

6. Information Provided by the Town

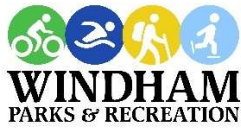
A. Town Contacts

Mark Arienti
Town Engineer
207-892-1909x2517

Linda Brooks
Director, Windham Parks and Recreation
207-892-1905

B. Communication/Clarification

As stated in section 4E of this request, all information supplied by the Town is preliminary and conceptual. Contractors shall direct questions, including requests for explanations or interpretation, in writing to the



Town Contacts listed above. All questions/clarifications and requests for CAD files must be submitted in writing to Linda Brooks at ljbrooks@windhammaine.us no later than June 20, 2024 at 12:00 noon.

7. Proposal Review

A. Evaluation of Proposals

All proposals shall be opened by the Municipal Officers for the Town of Windham on **2:00 on Thursday, June 27, 2024**. The Town reserves the right to reject any or all proposals, to waive technicalities, or to advertise for new proposals, if the best interests of the Town will be promoted in the opinion of the Municipal Officers of the Town of Windham.

8. For all construction contracts and subcontracts in excess of \$2,000 the contractor and all subcontractors shall be subject to the federal Davis-Bacon Act (40 USC 276) as supplemented by the U.S. State of Labor regulations (29 CFR Part 5)

Attachments:

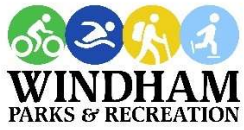
Appendix A – East Windham Concept Plan

Appendix B – Scope of Work

Appendix C – Trail Specifications

Appendix D – Bid Form

Appendix E – **Build America, Buy America (BABA) Act**



Appendix A – East Windham Conservation Area Concept Plan

ACETO LANDSCAPE ARCHITECTURE + URBAN DESIGN



Appendix B – Scope of Work

Preconstruction

- Attend On-site Preconstruction Meeting
- Submit Detailed Work Plan and Schedule
- Mobilize Equipment

Undeveloped Area Trail Construction (4644 ft)

- Clear Trees Along Off-Trail Portions of Trail Route
- Install Erosion control measures as appropriate
- Grub out trail surface and level/grade
- Install Drainage Structures/features where necessary
- Place and compact base material
- Place and compact surface material
- Install bridges/boardwalks where necessary

Trail Construction Along Existing Gravel Road (4278 ft)

- Install Erosion control measures
- Grade and level surface as needed
- Install Drainage Structures/features where necessary
- Place and compact base material
- Place and compact surface material
- Install trail/road delineator. The Town has considered post, telephone poles and a split rail fence as potential delineators, but interested bidders may propose other alternatives that meet the goal of delineating the edge of trail from the gravel road.

Project Completion

- Clean-up/stabilization
- Final Inspection
- Demobilization



Appendix C– Trail Design Parameters

The goal of the project is to create a sustainable trail system that is optimized for use by people of all abilities and mobilities, including people who use wheelchairs and people who are blind or who have low vision. The trail should be built in a manner that minimizes impacts to the natural environment. More information on universal trails can be found in Penn Trails publication [“Trails for All People: Guidance for Accessibility and Inclusive Design.”](#)

TRAIL DESIGN SPECIFICATIONS:

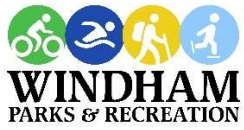
- Target width: 72 inches
- Target linear grade: 5% or less
- Short pitch maximum: 8.33%
- Maximum pitch density: 30% of the trail
- Target cross Slope 2%
- Maximum cross slope: 3%
- Cleared width 10-12 feet
- Cleared height 8 feet

TRAIL CONSTRUCTION MATERIAL SPECIFICATIONS:

- Geotextile Underlayment (Mirafi 140N or equivalent)
- Base material: 4” layer of Maine DOT Type A Gravel (1” minus)
- Tread material: 4” crushed gravel 3/8” minus
- No obstacles entering into the path of travel such as trees, signs, utilities
- Non-earthen constructed surfaces such as decking to meet 2010 ADA Design Standards

ADDITIONAL TRAIL CONSTRUCTION REQUIREMENTS:

- Compact all material for trail with a vibrating roller or tamping plate
- Hand rake any disturbed soil edges
- Route trail around potential wetland areas if possible or construct Maine DEP-compliant crossings– consult with Town if encountered.
- Ensure water will shed off the trail by taking advantage of natural topography to create grade reversals, establishing a consistent crown, and addressing low points by raising the trail tread with turnpike or installing culverts if necessary.
- Manage excavated material in accordance with applicable rules and regulations.



EXAMPLE OF A UNIVERSAL ACCESS TRAIL



Appendix D – Bid Form

THIS BID IS SUBMITTED TO:

Mr. Barry Tibbetts Town
Manager Town of
Windham
8 School Road, Windham, ME
04062

Proposal of _____ Name

Address

The name and address shown on the above lines shall be the official name and address of the person, partnership or corporation submitting this bid and shall agree with the “Signature of Bidder” in the case of an individual; the “Name of Firm or Partnership” in the case of a firm or partnership; the “Name of Bidder” in case of a corporation.

The undersigned having carefully examined the site of work; the Plans and all other information provided in this Request for Bids as well as addenda to answer questions posed during the bidding period.

Item No.	Quantity	Units	Item Description	Unit Price	Total Price
1	1	LS	Mobilization		
2	55728	SF	Tree Clearing		
3	4278	LF	Construct Trail Along Existing Woods Road		
4	4644	LF	Construct New Trail Through Woods		
5	4278	LF	Trail/road Delineator		
6	200	LF	Wet Area Crossings*		
			TOTAL AMOUNT OF BID		

(a) Include erosion control measures specified in plans with each bid item.

Any changes in the Contract Work items shall be performed at the unit prices.

Unit Prices will be used to calculate actual payment amount when actual quantities are determined.

The unit prices are gross prices, including the Contractor’s equipment, labor, supervision, material costs, entire mark-up, field or other costs, including General Conditions, fringe benefits, overhead and profit.



Appendix E – Build America, Buy America Act (BABAA)

BABAA Definitions

Requirements instituted by the Bipartisan Infrastructure Law of 2021 mandating domestic preference that all iron and steel, manufactured products, and construction materials are produced in the United States.

Construction Materials – Those articles, materials, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives – that are or consist primarily of: non-ferrous metals, plastic and polymer-based products, glass, lumber or drywall.

Manufactured Product – Items assembled out of components, or otherwise made or processed from raw materials into finished products. Manufactured products must be manufactured (assembled) in the United States, and the cost of components that were mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the project.

Manufacturer's Certification – Documentation provided by a Manufacturer, certifying that the items provided by Manufacturer meet the domestic preference requirements of BABAA.

Contractor's Responsibilities section:

All products must meet BABAA requirements.

Contractor shall include Manufacturer's Certification for BABAA requirements with all applicable submittals. If a specific manufacture is used in the bidding, a statement that Manufacturer will comply with BABAA must be included with the bid submission. Contractor shall comply with BABAA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABAA documentation.

Engineer/Architect approval of shop drawings or samples shall include review of BABAA documentation.

Contractor shall certify upon completion that all work and materials have complied with BABAA requirements.

For any change orders, Contractor shall provide BABAA documentation for any new products or materials required by the change.

Installation of materials or products that are not compliant with BABAA requirements shall be considered defective work. Contractor should ensure that Engineer/Architect has an approved Manufacturer's Certification or waiver prior to items being delivered to the project site.

By submitting an application for payment, based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials, to contractor's knowledge, are compliant with BABAA requirements.

Federal Requirements section:



Domestic Preference: Iron and steel products, Manufactured Products, and Construction Materials used in this project comply with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58.