

Town of Windham

Planning Department
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Windham, ME 04062

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REQUEST FOR PROPOSALS
21ST CENTURY DOWNTOWN MASTER PLAN
PRELIMINARY ENGINEERING SERVICES
SEPTEMBER 4, 2015

Overview

The Town of Windham is soliciting proposals from qualified firms interested in providing preliminary engineering services for the design of improvements within the public right-of-way associated with the implementation of the [21st Century Downtown Master Plan, North Windham, Maine \(the 21st Century Plan\)](#). The scope of the project includes modernizing the lane configuration of approximately 1.2 miles of US Route 302, from the Boody's Corner (Route 115/35) intersection west to, but excluding, the Anglers Road/Whites Bridge Road intersection, along with completing the sidewalk network on Roosevelt Trail from Whites Bridge Road to River Road and Tandberg Trail (Routes 115/35) from Manchester Drive to approximately Emerson Drive. The design will include five signalized intersections within the study area, complete with ADA compliant crosswalks and signal equipment, and landscaped esplanades and medians where appropriate.

The 21st Century Plan was adopted by the Windham Town Council in January 2013. It calls for improvements related transportation options, land use ordinances, streets and architecture in North Windham to address the desire of the community to establish a renewed sense of place in Windham's commercial center. The 21st Century Plan is based on the Complete Streets philosophy and calls for transforming North Windham into a safe and comfortable place for people of all ages and abilities to work, live and spend time. It calls for improved access management on Route 302, the completion of the areas fragmented pedestrian and bicycle network and quality streetscapes.

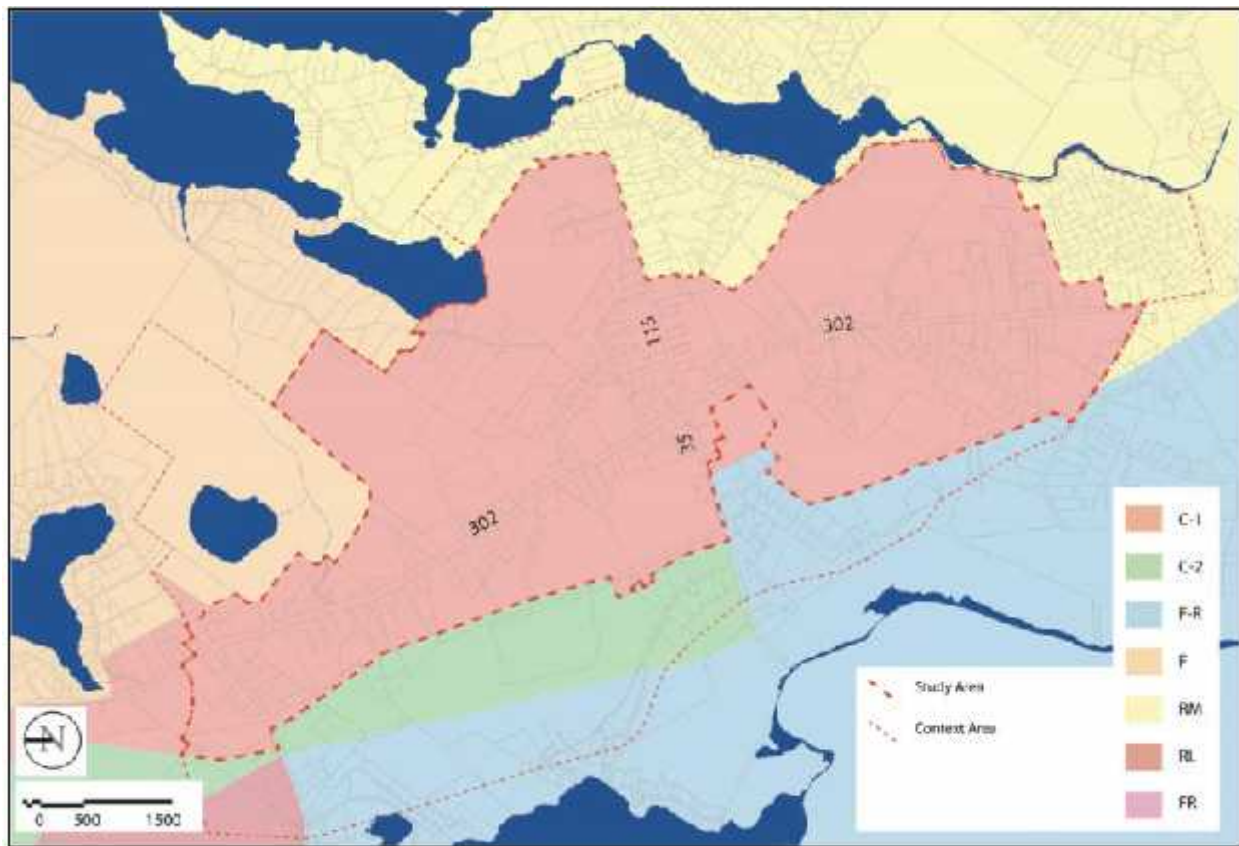


Figure 1: Study Area, Context Area and Zoning

Submission Procedure

All firms interested in submitting a proposal must provide a written notice of their intent to submit an RFP to the Planning Department by 4:00 p.m. on Wednesday, September 16. The notification of intent must include the name, address, telephone number and email of the project manager responsible for the RFP submission. Notifications of Intent will be accepted by Lisa Fisher via email at lmfisher@windhammaine.us.

Please note the questions deadline is Wednesday, September 23, 2015. Any questions pertaining to this RFP should be submitted in writing via e-mail to: Lisa Fisher, lmfisher@windhammaine.us. Responses to all questions will be emailed to all applicants who have submitted their intention to submit a response to this RFP.

To be considered, proposal submissions must include five (5) paper copies and one (1) PDF of the complete submission packet. All submissions must be received by the Planning Department by 4:00 p.m. on Wednesday, September 30, 2015. No late submissions will be considered.

This RFP is also available on the 21st Century Plan page of the Windham Planning Department's website (<http://www.windhammaine.us/220/21st-Century-Downtown-Plan>) or it can be obtained by contacting Lisa Fisher in the Planning Department (lmfisher@windhammaine.us).

Scope of Services

The selected firm(s) will be expected to have the technical ability to successfully complete the list of tasks described in this section. This list may be altered as part of the contract negotiation process with the firms selected by the Town of Windham.

Task 1 – Obtain Survey information on Right-of-way.

The selected firm will determine the right-of-way for streets in the project area. The survey should also include relevant site features including utilities, existing structures with finished floor elevations where appropriate, driveways, curbing, sidewalks, landscaping, property lines, and two foot topography within the project limits.

Task 2 – Perform Traffic Analysis.

Prepare a traffic analysis detailing segment capacity and intersection capacity needs to meet the goals of the project. The Town will provide turning movement counts for the five signalized intersections in the study area from August 2015. These intersections on Route 302 from south to north are:

- River Road/Turning Leaf Drive
- Tandberg Trail with Route 302 (Routes 115 & 35)
- Shaws' Plaza/Windham Shopping Center
- Landing Road/Windham Mall
- Franklin Drive

The Anglers Road/Whites Bridge Road intersection is currently being engineered to align Anglers Road with Whites Bridge Road as part of a Municipal Partnership Initiative project, for construction in 2016. Counts are available for this intersection, but design work for that intersection is beyond the scope of this RFP. Final design plans will be made available to the selected consultant when available.

Task 3a – Prepare 50% Roadway and Intersection Design Plans on Core Improvements within the study area

Based on input received from staff, the 21st Century Plan and the traffic analysis completed as Task 2, above, develop preliminary (50%) design plans and cost estimates for review. The design work will include the Route 302 roadway, intersections, sidewalks, landscaping and street furniture. At a minimum, the design work will include all of the items summarized below, though minor modifications and additional items consistent with the 21st Century Plan suggested by either the selected consultant or the Town may be added to the list here. For more detail on items summarized below, please refer to the 21st Century Plan recommendations.

- Roadway
 - Design for the installation of raised medians on Roosevelt Trail where feasible to improve access and roadway capacity.
 - Work with local business and property owners to modify driveway locations that are unsafe or unnecessarily contribute vehicle turning movements in the corridor.
- Intersections
 - Modify the existing traffic signal phasing so that southbound Roosevelt Trail vehicle left-turn movements onto Turning Leaf Drive have a protected phase (providing a green arrow phase so traffic can turn easily).
 - The channelization island at the Roosevelt Trail /Landing Road intersection should be eliminated and standard radius constructed to minimize high speed free flow entry movements.
 - Install countdown pedestrian signals and crosswalks at all signalized intersections.
- Sidewalks, Landscaping and Street Furniture
 - Design for the installation of sidewalks on both sides of Roosevelt Trail, both sides of Tandberg Trail (Route 35) between Roosevelt Trail and Manchester Drive, and on the south side of Tandberg Trail between Roosevelt Trail and Emerson Drive.
 - Provide a landscaped esplanade, where right-of-way will allow, so the pedestrian experience will be enhanced by a buffer and space. This should include recommendations on street furniture and other suggested pedestrian amenities.
 - Provide landscaped median where width of median allows, which may include pedestrian refuge areas where appropriate.
 - Crosswalks should be striped at all intersections and curb cuts.

Task 3b – Prepare cost estimates for Supplemental Improvements within the Route 302 right-of-way, as called for or consistent with the 21st Century Plan.

The Town will expect recommendations from the selected consultant on the items listed below in order to make a determination on the feasibility of including them in the current project. Any design work associated with items below should be just enough to get an accurate cost estimate. Based on the estimates provided, the Town intends to make decisions on each of the items below as to whether or not to include them in the current scope of the preliminary design work or to incorporate them into a Capital Improvement Plan for future North Windham infrastructure projects.

It is assumed that the potential feasibility of these additional construction items is limited to the areas of potential road openings associated with the Core Improvements, and as such, cost estimates could reasonably be limited to the roadway section between the Boody's Corner and Anglers/Whites Bridge Roads intersections, as the 21st Century Plan does not call for any change to the roadway lanes between Boody's Corner and the River Road intersections.

- Overhead Utilities & Street Lighting
 - Removing the existing overhead utilities and installing them underground is identified as a long term implementation item for the study area. However, depending on the extent of construction activities associated with Core Improvements in Task 3a, it may make sense to pursue a portion of this work as part of the current project.
 - Provide estimates that would allow the Town to compare the costs of relocating overhead utilities away from Route 302 (“one block back” behind buildings fronting on Route 302, for example) and for the installation of underground utilities along Route 302 in the study area.
 - Provide estimates for the installation of pedestrian scale street lighting in the project area.
- Modernization of Traffic Signals for coordination and managed operations
 - The traffic signals between Boody’s Corner and Franklin Drive are coordinated and adjusted periodically by MaineDOT out of the Region 1 office. The signals are controlled differently at each intersection, and the whole system uses a combination of detection loops and video detection.
 - The Town is interested in options and cost estimates for modernizing the operations of these signals, including the Turning Leaf and Anglers Road signals, to meet PACTS Regional Traffic Management System (RTMS) standards.
 - The Town is also interested in cost estimates for upgrading signal infrastructure to mast arm structures. This should be provided independent of estimates for modernization of signal operations.
- Stormwater drainage modernization
 - Route 302 was widened in the late 1990s to its current width. At that time drainage basins were capped with manhole covers and new basins were installed at the new curb line on both sides of the road.
 - The Town is interested in cost estimates associated with removing the old structures and culverts, as well as treating the stormwater that enters the municipal stormwater system to meet the current DEP standards.

Task 4 – Submit a PACTS application for funding project work as a 2019 project.

The selected consultant will prepare an application for PACTS funding based on the anticipated application deadline of early March 2016. The selected consultant will work with the Town on the scope of the funding application, which may be for all of the improvements designed in Tasks 3a & 3b, or for a subset of these improvements.

Deliverables

- One paper copy and an electronic copy in PDF format of a summary Report that includes a description of recommended improvements associated with Tasks 3a & 3b, along with appendices that include the survey information associated with Task 1 and the Traffic Analysis associated with Task 2.
- One electronic copy of the AutoCAD files and an electronic copy in PDF format for the survey work associated with Task 2 and the recommended improvements associated with Tasks 3a & 3b.
- One electronic copy of complete PACTS application for funding portions of this work.

Project Schedule

- Intent to file due – Wednesday, September 16, 2015
- Questions deadline – Wednesday, September 23, 2015
- Questions answered – Friday, September 25, 2015
- Proposals due – Friday, October 2, 2015
- Interviews with selected firms – Afternoon of Tuesday, October 14, 2015
- Anticipated decision date – Thursday, October 15, 2015
 - The selected consultant will be expected to begin work within two weeks of contract signing
- Completion of all Tasks – March 1, 2016
 - The goal is have all tasks substantially complete so that a complete application can be submitted for PACTS for funding based on the design work in Tasks 3a & 3b. As noted above, the anticipated application for PACTS 2019 projects is early March, 2016.

Submission Requirements

Please submit 5 paper copies and one electronic copy of all submission materials.

All RFP submissions must include the following information to be considered by the Town of Windham:

- Cover letter stating the firm's interest in the RFP and experience working on similar projects for a municipality.
- Title page listing name of firm and contact information.
- Table of contents.
- Company profile(s).
- Identify personnel that will be assigned to the Town and their qualifications and expertise.

- Estimate the level of involvement for each staff member assigned to the Town.
- Hourly rates of personnel responsible for project management and design (including support personnel)
- A cost estimate based on the estimated level of involvement of each staff member and their respective hourly rate.
- Administrative costs including mileage, photocopying, etc.
- Availability of personnel for 1 team kick-off meeting, 2 public meetings with stakeholders in North Windham early in the project timeline, and approximately 6 team update meetings, roughly monthly.
 - If there are recommendations or considerations for the public process in general or specific stakeholders or property owners, please note those here, especially if they involve more meetings or contact time on the behalf of the selected consultant.
- List of references, (preferably one of which is a municipal client).
- Any other information the firm(s) may wish to submit that demonstrates their ability to provide the highest level of service to the Town of Windham.

Selection Criteria

An ad hoc Selection Team will score the applications and select firms for interviews or contract negotiations based on the following criteria. The Selection Team will use the following scoring system as guidance for the selection of firms.

- | | |
|--|-----|
| ● Approach to conducting the tasks outlined in the scope of service | 30% |
| ● Amount of experience and performance (e.g., adherence to schedule and budget, quality of design) on similar types of projects. | 30% |
| ● Personnel qualifications and relevant individual experience | 20% |
| ● Proposal price | 20% |

Reservation of Rights

The Town of Windham reserves the right to reject any and all firms, decline to proceed with selection of any candidates, to request additional qualifications, and to make inquiries as may be necessary to verify qualifications.

Nothing in this document shall require the Town of Windham to proceed with any of the identified services stated in this request for proposals.

Attached: Exhibit A – Town of Windham Contract and Requirements

Exhibit A
AGREEMENT
BETWEEN TOWN OF WINDHAM
AND
[Consulting Engineers]

AGREEMENT made this ____ day of _____, 2015, by and between the **TOWN OF WINDHAM**, a body politic and corporate, located in the County of Cumberland and State of Maine (hereinafter the “**TOWN**”) and **[Consulting Engineers]**, a Maine corporation with a principal place of business located at **[Address Here]** (hereinafter “**CE**”).

WITNESSETH

WHEREAS, the **TOWN** has set out in the detail the objectives of its use of a Consulting Engineering Firm and the scope of the services that firm will be asked to provide in a Request for Proposals for **21st Century Downtown Master Plan Preliminary Engineering Services** dated **[Date]**, a copy of which is hereby incorporated by reference into this Agreement (the “**RFP**”);

WHEREAS, **CE** submitted a written proposal dated **[Date]** in response to that RFP, a copy of which is hereby incorporated by reference into this Agreement (the “**CE Proposal**”); and

WHEREAS, the **TOWN** now wishes to engage **CE** pursuant to the terms of the RFP, the **CE Proposal** and the terms of this Agreement to serve as the Town’s primary engineering firm to provide such peer review civil engineering services and occasional Town-initiated project engineering services;

NOW, THEREFORE, the parties do hereby agree as follows:

1. SERVICES

CE agrees to serve as the **TOWN**’s engineering firm to provide such preliminary engineering services as outlined in the Scope of Services section of the RFP, and to do so as reasonably required under prevailing professional standards in the engineering, survey and planning community in Southern Maine and so to provide the **TOWN** with competent, timely and independent professional engineering, planning and survey advice and work product, and **CE** agrees to provide the same pursuant to the RFP, the **CE Proposal** and the terms of this Agreement. Any substantial change or addition to the Scope of Services shall be agreed upon in writing by the **TOWN** and **CE**, and **CE** agrees to perform additional services, if any, at rates to be determined based on the nature of the services involved. Authorization of performance of any additional services shall be in writing, in advance from the **TOWN**.

2. TERM OF AGREEMENT

The term of this Agreement shall be until completion of all tasks under the terms of the RFP, currently anticipated to occur no later than March 1, 2016, unless otherwise agreed by the parties in writing.

3. PAYMENT

The total fee for services shall be [XXX.00], as noted in Section X of the CE proposal. CE shall submit invoices to the TOWN based on the Tasks details in the Section X of the CE proposal:

- 20% of the total fee upon execution of this agreement,
- 20% of the total fee upon completion of Tasks 1 & 2
- 45% of the total fee upon completion of Tasks 3a & 3b
- 15% of the total fee upon completion of Task 4

4. PERSONNEL, INDEPENDENT CONTRACTOR

CE represents that it has, or will secure at its expense, all personnel required in performing its services under this Agreement. Such personnel shall not be officers or employees of the TOWN, nor have any contractual relationship with the TOWN. CE's Project Manager hereunder shall be [Name] and any deletion or change in Project Manager shall be subject to the TOWN's approval.

CE further agrees that, consistent with its status as an independent contractor, its personnel will not hold themselves out to be, nor claim to be, officers or employees of the TOWN by reason of this Agreement.

5. STANDARD OF PERFORMANCE

CE shall be, and remain, fully responsible to the TOWN for technical completeness, sufficiency and accuracy of all professional services furnished by or under this Agreement and shall, without additional cost or fee to the TOWN, correct and revise any errors or deficiencies in its performance and shall pay the TOWN for any loss, damages, or costs, including attorney's fees, resulting from CE's breach of this Agreement or incurred by the TOWN for the replacement or correction of any part of the work hereunder that is deficient or defective.

The TOWN shall provide CE with prior written notice of any errors or deficiencies in its performance prior to replacement or correction of any work and shall give CE a reasonable time under the circumstances to correct said error or deficiency.

6. TOWN'S REPRESENTATIVE

The TOWN's Planning Director, or his/her authorized designee, shall act as the TOWN's representative in all dealings with CE.

7. DOCUMENTS

The **TOWN** agrees to furnish or provide access to **CE** to any information or material in its possession that is relevant to **CE**'s performance hereunder and **TOWN** staff will cooperate with **CE**. **CE** will not, without the **TOWN**'s written consent, disclose, or permit disclosure, by any officer, employee, or agent or subcontractor of **CE**, of any information or material furnished or generated under this Agreement.

All documents and reports developed under this Agreement shall become the property of the **TOWN** and be promptly delivered to the **TOWN** upon request. All working papers shall be and remain the property of **CE** but **CE** shall make said work papers available to the **TOWN** upon the **TOWN**'s request, and the **TOWN** shall be provided copies of any or all working papers upon request.

CE shall be responsible for the protection and/or replacement of any work or material in its possession, including materials provided to them by the **TOWN**.

8. INDEMNIFICATION

To the fullest extent permitted by law, **CE** shall defend, indemnify and hold harmless the **TOWN** and its officers, agents-and employees from and against all claims, damages, losses, and expenses, including but not limited to reasonable costs of defense and reasonable attorney's fees, arising out of or resulting from the negligent performance of professional services under this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, or (2) is caused in whole or part by any negligent or intentional act or omission of **CE**. In the event that **CE** hires any subcontractors for work, it shall require such subcontractors to have in place appropriate insurance that names the Town as additional insured in the case of any loss covered under this Agreement.

Such obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the **TOWN** that otherwise exists. The extent of the indemnification provision shall not be limited by any insurance required under this Agreement.

9. INSURANCE

CE shall maintain and keep in full force and effect at all times during the term of this Agreement a policy of commercial general liability insurance and automotive liability insurance with an insurance company licensed to do business in the State of Maine, each in an amount not less than \$400,000, or such larger amount as needed to reflect changes in municipal liability exposure under the Maine Tort Claims Act, as amended from time to time and with the Town named as additional insured on such coverage; workers' compensation liability insurance with an insurance company licensed to do business in the State of Maine in the statutory amount, as amended from time to time; and professional liability insurance coverage with an insurance

company licensed to do business in the State of Maine in an amount no less than \$1,000,000 per occurrence and in the aggregate. **CE** shall provide the **TOWN** with a copy of the certificate evidencing such insurance upon the commencement date of this Agreement and upon the anniversary of the commencement date of this Agreement thereafter.

10. TERMINATION

The **TOWN** may terminate this Agreement for cause by written notice of default to **CE**. In the event of such termination, **CE** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.

The **TOWN** shall have the right to terminate this Agreement at any time for its convenience on prior written notice to **CE**. If Agreement is terminated by the **TOWN** for convenience, the **TOWN** shall pay **CE** for all work performed pursuant to this Agreement prior to receipt of such notice.

11. NO ASSIGNMENT

Neither party to the Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall **CE** assign any moneys due or to become due to it hereunder, without the previous written consent of the **TOWN**.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

12. NON-WAIVER

Except as expressly provided in this Agreement, the failure or waiver, or successive failures or waivers on the part of either party hereto, in the enforcement of any condition, the covenant, or section shall not render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breach thereof.

13. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by First Class Mail addressed as follows, or such other address as they may designate in writing from time to time:

To **TOWN**: Planning Director
Town of Windham
8 School Road
Windham, ME 04062
cc: Finance Director

To CE: [Name]
[Contact Information]

14. COMPLIANCE WITH LAW

In its performance under this Agreement, **CE** will comply with applicable federal, State of Maine, and local laws, including but not limited to all laws prohibiting discrimination in employment on the basis of race, color, religion, national origin, mental or physical handicap, age, gender or sexual orientation.

15. REMEDIES

Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims and other matters in question between the **TOWN** and **CE** arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction. This Agreement is made and shall be construed under the laws of the State of Maine except any law that purports to apply the substantive law of any other state or jurisdiction. Except as otherwise expressly agreed by the parties in writing, exclusive venue for any such civil action shall be in Maine Superior Court (Cumberland County).

IN WITNESS WHEREOF, the **TOWN OF WINDHAM** has caused this Agreement to be signed by Anthony T. Plante, its Town Manager, thereunto duly authorized, and [Consulting Engineers] has caused this Agreement to be signed by [Name], its [Title], thereunto duly authorized, the day and date first above written.

WITNESS:

TOWN OF WINDHAM

By: _____
Anthony T. Plante,
Its Town Manager

WITNESS:

[CONSULTING ENGINEERS]

By: _____
[Name]
[Title]