

Town of Windham

Planning Department
8 School Road
Windham, ME 04062

voice 207.894.5960 ex. 2

fax 207.892.1916

REQUEST FOR PROPOSALS (RFP)
NORTH WINDHAM TRANSPORTATION STUDY
MAINEDOT WIN 024833.00
ISSUED: SEPTEMBER 4, 2020

Overview

The Town of Windham in collaboration with the Maine Department of Transportation (Maine DOT) pursuant to a Planning Partnership Initiative (PPI) agreement is soliciting proposals from qualified firms to perform this study. The study's purpose is to evaluate and analyze safety and mobility features along US Route 302 in North Windham in the Study Area and make recommendations for improvements in the Study Area depicted below:



The study will complement previous planning efforts, including the North Windham 21st Century Downtown Plan, and evaluate potential improvement strategies to improve congestion and safety along the Route 302 corridor. The Study will review previous concepts and make recommendations on access management, frontage roads, changes to lane configuration, additions to the roadway grid, traffic demand management, traffic signal modifications, bicycle and pedestrian access, and the impacts of the proposed improvements to level of service and safety. It also includes Task 4b which may or may not be included in the resulting consultant contract which is to identify conceptual alternatives for a new highway connector between Route 302 in Windham and Route 302 north of Windham. The Study will result in an improvement plan that could be phased over several years.

This project is subject to applicable federal and state laws, regulations, policies and procedures, including but not limited to those described in the MaineDOT Local Project Administration Manual: <http://www.maine.gov/mdot/lpa/manual/>.

Reference Plans / Studies and Other Related Reports

- [2020 MaineDOT Approved MPI Project: Route 302 Adaptive Traffic Signals](#)
- [2016 21st Century Downtown Master Plan PDR](#)
- [2013 North Windham 21st Century Downtown Master Plan](#)
- [2013 Multi-Modal Corridor Management Plan for Route 302 and the Lakes Region](#)
- [2011 North Route 302 Corridor Plan](#)
- [2011 Lakes Region Transit Service Study](#)
- [2007 Service Road Study](#)
- 2001 Windham to Portland Commuter Bus Study
- 1992 Connector Road Feasibility Assessment Windham Mall/Windham Shopping Plaza
- [1989 Route 302 Corridor Study Phase 2](#)
- 1988 North Windham Route 302 Corridor Study

1. APPENDICES:

Appendix A – Sample Town of Windham Contract and Requirements

Appendix B- Standards to be used in Soliciting Proposals For The North Windham
Transportation Study

Appendix C – Proposer’s Cost Proposal Form

2. PROPOSALS ARE TO BE RECEIVED NO LATER THAN:

Date Due: October 6, 2020

Local Time: 4:00 pm

Any proposal, portion of a proposal, or unrequested proposal revision received at the Municipality after the time and date specified above will not be accepted.

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 September 18, 2020. 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.

3. COMMUNICATIONS

Following notice of intent, communications regarding the RFP must be submitted by email and directed to the RFP Coordinator listed below. The subject line must reference the project name, RFP title and Project WIN.

Name and Title: Mark Arienti, P.E., Town Engineer
Office Phone: 207-894-5900 x 6124
Email: mtarienti@windhammaine.us

4. REQUEST FOR CLARIFICATION/RFP AMENDMENTS

All request for clarification and additional information must be submitted in writing via email to the RFP Coordinator listed above by September 25, 2020. Responses to all questions will be emailed to all applicants who have submitted their intention to submit a response to this RFP.

5. PROPOSAL 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 firm selected by the Town of Windham. The selected firm could be retained at our discretion for additional services, planning, design, etc.

Task 1 – Project Kick-Off Meeting

The consultant will meet with the study team including representatives from the Town of Windham and MaineDOT under a collaborative planning process to accomplish the following:

- Identify and understand local issues.
- Identify and understand relevant state and federal regulatory requirements.
- Finalize scope of work.
- Identify previous related study efforts and available data.
- Identify available traffic data and the additional data that will need to be collected.

MaineDOT has already scheduled counts utilizing state resources at the locations listed below assuming traffic patterns return to normal. If conditions do not resume normal operations, MaineDOT will work with the selected consultant to provide historic traffic information at these and other locations.

Windham	US 302 @ River Road	N Windham study
Windham	US 302 @ SR 35/115	N Windham study
Windham	US 302 @ Whites Bridge Rd	N Windham study
Windham	US 302 @ Landing Rd	N Windham study
Windham	US 302 @ Franklin Dr	N Windham study
Windham	US 302 @ Shaws	N Windham study
Windham	SR 115 @ Falmouth Rd	N Windham study
Windham	SR 35 @ Manchester Dr	N Windham study

- Identify baseline environmental data that will need to be collected
- Draft at least preliminary Study purpose and need.
- Discuss previous planning efforts and how those plans relate to the current study.

Task 2 – Review Available Data

The successful consultant will review available information provided by the Town of Windham and MaineDOT. These will include, but not be limited to, the following:

- 2017 Comprehensive Plan,
- Recent MaineDOT traffic counts and crash summaries for the Study Area
- Available land use and economic development information that could affect transportation in the Study Area provided by the town of Windham.
- Other relevant reports, studies, and policies.
- Collect additional traffic data as required and appropriate utilization of available StreetLight origin-destination traffic data. This information would be valuable in evaluating the effectiveness of new connections in and around the Study Area.

Task 3 – Assessment of Current Conditions

The successful consultant will evaluate the existing and recent historic performance of traffic in the Study Area based on traditional forecasting and growth models. The assessment will include but not be limited to:

- Analysis of current traffic conditions of the Study Area. The analysis will include traffic patterns, capacity, speeds, and crash experience
- Identification of bicycle and pedestrian deficiencies in the Study Area.
- Review analyses with team members and discuss possible recommendations and additional alternatives to be considered.

Task 4a Assessment of Future Scenarios

The successful consultant will evaluate future traffic volume based on traditional growth forecasts considering known development and land use changes underway. It will include:

- A 2040 forecast of traffic volumes in the Study Area, based on historical traffic data and available MaineDOT traffic forecasts
- Analysis of future traffic volume conditions of the Study Area. Analysis of alternatives under future existing conditions to prevent or minimize loss of service. The analysis will include predicted changes in mobility and safety.

- Analysis of existing and recommended access management
- Review of possible changes to the lane configuration without adding through lanes to the roadway
- Analysis of the impacts associated with the construction of frontage roads and additions to the roadway grid
- Review of possible traffic signal modifications and implementation of traffic demand management
- Analysis of impacts to bicycle and pedestrian facilities
- Review analyses with team members and discuss possible recommendations and additional alternatives to be considered

Task 4b Assessment of New Route 302 Connector Highway

The successful consultant must utilize available information, including known and studied highway connectors and village bypasses elsewhere in Maine, to prepare an opinion of the following:

- Potential locations of a new/rerouted highway
- Fatal flaws associated with potential impacts of said highways
- Degree of future Study/environmental documentation required including cost estimate and schedule of future study.
- Cost range of any future build alternatives based in similar projects recently complete or underway in Maine.

Task 4b will be detailed in consultants' Scope of Work and itemized in cost estimate proposals. Windham and MaineDOT may or may not include Task 4b in the final Study. Efforts associated with this task may extend beyond the bounds of the proposed study area and may require consultation with other municipalities.

Task 5 Develop Preliminary Recommendations

Based on the analysis of alternatives determined in Task 4, the successful consultant will develop recommendations based on effectiveness of meeting the Study Area transportation needs. These recommendations may include low-cost improvements, a recommended roadway cross-section or cross-sections to improve the consistency of the Study Area corridor for its users, and other roadside or off-road improvements. The recommendations also should:

- Be based on effectiveness and viability from a regulator perspective.
- Include measurements for effectiveness that consider benefits to mobility and safety, cost and practicality of implementation, and ability to meet the purpose and need.
- Include a discussion of the potential and degree of effort associated with environmental analysis, secondary, cumulative impacts, etc., including anticipated future costs of remaining planning, design and construction phases.
- Include cost estimates for construction and potential right-of-way costs.
- Include phasing of implementation.

- Include a draft report containing the analysis of existing and future conditions, alternatives analysis, and recommendations, including a matrix summarizing recommendations along with an appendix of traffic and crash data.
- Provide basic conceptual renderings of recommended alternatives on aerial photography.

Task 6 Public and Agency Feedback

The successful consultant should expect to meet with the Study team, including representatives from the Town of Windham and MaineDOT, up to six times including Task 1. The successful consultant's proposal should include an approach to effectively inform and solicit feedback from the public and other stakeholders that utilize or depend upon Route 302 in North Windham. Outreach efforts associated with Task 4b should include appropriate mechanisms to incorporate feedback from the Town of Raymond and any other municipalities potentially impacted by a new connector highway. All Study Team, Stakeholder, and Public Meetings will be hosted by the consultant using virtual tools until COVID-19 restrictions are lifted.

Task 7 – Final Report

The Tasks described above will be combined into a final narrative report documenting the project. At a minimum the report will include a narrative of the Study process, a description of the various alternatives considered, documentation of the evaluation criteria, and illustrations of conceptual designs and cross sections for the preferred alternative. The final report will incorporate all applicable technical memorandums.

Study Schedule

Although subject to change based upon input from the selected firm, the study team desires that the Draft Report be complete within 7-8 months from the study kickoff meeting referenced in the scope of work and a Final Report be complete within three (3) weeks of the final meeting to review the draft report.

6. PROPOSAL RATING AND SELECTION PROCESS

Technical proposals will be reviewed by a team consisting of representative from the Town of Windham and MaineDOT and scored using the evaluation criteria in the section below.

After review in accordance with the criteria set forth below, the review team will rank the proposals. The team may finalize the rankings and select the successful proposer or may interview the top ranked firms to aid in its determination of the final rankings.

This is a qualifications-based selection process, meaning that technical proposals alone will be used to select the successful Proposer. Upon selecting the successful Proposer, the Town will open that Proposer's price proposal and begin negotiations. Price proposals from all other Proposers will remain sealed during negotiations and returned unopened upon contract award.

Should the review team be unable to negotiate an acceptable contract, negotiation will then proceed with the next highest ranked proposer.

7. EVALUATION CRITERIA

- a. **Quality of Consultant Team** – (25 points) How strong is the project team; are key personnel on staff or if subcontracted, are relationships well established? How will information be presented or published during the process? Has the consultant adequately defined the human resources necessary to complete the project? Who will be performing the key elements of the project?
- b. **Project Understanding** (25 points) – How well does the consultant understand all aspects of this project? What elements of the process require extraordinary focus to achieve meaningful recommendations and meet the schedule?
- c. **Prior experience** (25 points) – Has the consultant presented a proven history of study similar to that set forth in the scope of work?
- d. **References** (15 points) – Proposers should include contact information for similar projects completed within the last five years. Similar projects performed by personnel proposed for this study will be evaluated more favorably. Respondents should focus on projects that have progressed beyond planning to implementation.
- e. **Schedule Quality** (10 points)- The Proposal should demonstrate that the team has the availability and necessary human resources to respond to and deliver this project. The proposal should lay out timelines for the various elements and identify responsibilities of all parties as they relate to schedule deadlines.

8. PACKAGING AND SUBMITTING YOUR TECHNICAL AND PRICE PROPOSALS

Organization and Format

Your technical proposal, which should be organized in the format and sequence indicated in these proposal instructions, must be submitted as outlined below.

- a. **RFP Title.** The Proposer's full business name and address as well as the RFP title must be written on your proposal package, with reference to Project WIN 024833.00.
- b. **Hard Copy & Electronic Copy.** Technical proposals must be submitted as follows: four (4) copies of the technical proposal must be submitted in hard copy format accompanied by one (1) electronic copy in .pdf format. The PDF may be submitted on USB flash drive or via email to Lisa Fisher (lmfisher@windhammaine.us).
- c. **Price Proposal:** Two (2) copies of the price proposal ([Appendix C](#)) must be provided in a separate, sealed envelope that will be opened only if the initial scoring of technical proposals results in a Proposer being ranked as best qualified. NO MENTION OF PRICE WILL BE INCLUDED IN THE TECHNICAL PROPOSAL; OTHERWISE THAT PROPOSAL WILL BE REJECTED.
- d. **Proposal Package Submittal:** Proposal packages must be mailed/delivered as follows:

Regular Mail Delivery	Hand Carried Delivery	Federal Express/UPS Delivery
Address to: Planning Department Attn: Lisa Fisher 8 School Road Windham, ME 04062	Address to: Planning Department Attn: Lisa Fisher 8 School Road Windham, ME 04062	Address to: Planning Department Attn: Lisa Fisher 8 School Road Windham, ME 04062

Submission Requirements

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. Provide the name, address, phone number, and email address of Proposer.
- Signature Page. Signature pages must be included with the technical and price proposals stating that "I certify that all of the information in this technical/price proposal is true and accurate."
- 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.
- 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) for similar projects completed within the last five years.
- Any other information the firm(s) may wish to submit related to the evaluation criteria that demonstrates their ability to provide the highest level of service to the Town of Windham.

9. 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. The Town of Windham reserves the right to modify the initial contract term at its discretion, as well as to award additional phases of the Project.

This RFP does not commit the Town of Windham to pay costs incurred in preparing and submitting your proposal.

10. PROPOSAL PRICING

Price proposal and supporting data must be submitted on the standard Cost Proposal Form (Appendix C), which is available on the MaineDOT's Local Project Administration website under the heading labeled *Consultants*: <http://www.maine.gov/mdot/lpa/lpadocuments/>.

The price proposal must include the following:

- Project WIN, location, firm name and address, contact name, and email address.
- **Employee Classifications and Direct Labor Rates:**
The Proposal must include each employee's classification and rate of pay. ***Note: A cap on direct labor of \$62.00 per hour for the project manager, and \$50.00 per hour for all other personnel, applies to this project.***
- **Overhead Rate:**
The price proposal will reflect the Consultant's latest Audited Overhead Rate approved by the MaineDOT's Office of Audit. *(Note: Use of a fixed commercial rate will be accepted for small firms without an Audited Overhead Report.)*
- **Fixed Fee/Profit:**
The proposed fixed fee/profit is based on factors such as degree of risk, relative difficulty of work, and the size of the job. It must fall within the range of 6 percent to 15 percent.
- **Direct Expenses:**
This will consist of project expenses such as mileage (45 cents per mile), tolls, printing, postage, and subconsultant costs that are not included in direct labor, overhead and profit. ***Note: Markup on direct costs is prohibited.***
- **Total Proposed Cost:**
This is the maximum amount proposed.

Section B: Proposal Pricing Attachments

- **Insurance Certificates:**
Insurance certificates for the coverages listed below must be included with the Consultant's Cost Proposal Form:

- Professional Liability;
- Commercial General Liability, listing the Municipality as additional insured;
- Automobile Liability;
- Worker’s Compensation;
- Excess/Umbrella Liability (if applicable).

Consultants must provide current insurance certificates by email to lfisher@windhammaine.us.

Section C: Subconsultant Proposal

If a subconsultant will work on the project, the prime consultant must submit the subconsultant’s proposal as supporting documentation.

11. DEBARMENT CERTIFICATION

The signature pages required in Section 8, “Submission Requirements,” must have the following statement:

“By submitting to this RFP, I certify to the best of my knowledge and belief that the organization, its principals, and any subconsultants named in this proposal:

- a. Are not debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three (3) years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. violating federal or state antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.”

Failure to provide this certification may result in the disqualification of the proposal.

12. FREEDOM OF ACCESS ACT: CONFIDENTIALITY.

Under Maine’s Freedom of Access Act, 1 M.R.S.A. §401, et seq., “public records” are available for public inspection and copying once an award notification has been made.

Information submitted in response to this RFP will be considered “public records” available for inspection and copying once an award notification is made. If a Proposer contends that parts of its Proposal fall under an exception set forth in 1 M.R.S.A. §402(3), the Proposer may submit those parts of its Proposal in a separate envelope marked “Confidential,” with each page marked “Confidential.” Included in the envelope should be a non-confidential statement of the basis for the Proposer’s claim that those parts of its Proposal fall within one or more exceptions to the definition of “public records.” Designating parts of a Proposal “Confidential” does not by itself ensure that they will stay confidential.

If the Town of Windham receives a request to inspect or copy parts of a Proposal marked confidential, the Town will notify the Proposer. Within 14 days of receiving the Town’s notice, any Proposer claiming documents are confidential must send the Town a list identifying each document that it claims is confidential. The Town will notify the party requesting disclosure that the documents will be withheld. If the party seeking disclosure files a legal action to gain access to the confidential information, the Proposer must retain counsel and join the legal action to defend its position that the release of information should be denied. Proposer’s failure to join the action and defend its position will constitute a waiver of its claim that the information is confidential. The Town of Windham will comply with the order issued by the court reviewing the case.

Appendix A

AGREEMENT BETWEEN TOWN OF WINDHAM AND [Consulting Engineers]

AGREEMENT made this _____ day of _____, 2020, 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 **North Windham Transportation Study** 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 **XX**, unless otherwise agreed by the parties in writing.

3. PAYMENT

The total fee for services shall be **[\$XX.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 & 3
- 45% of the total fee upon completion of Tasks 4 & 5
- 15% of the total fee upon completion of Task 7

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 Engineer, 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**: Town Engineer
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 Barry A. Tibbetts, 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: _____
Barry A. Tibbetts,
Its Town Manager

WITNESS:

[CONSULTING ENGINEERS]

By: _____
[Name]
[Title]

Appendix B

Standards to be used in Soliciting Proposals For The North Windham Transportation Study

Any Transportation improvements in Windham would need to meet the following conditions:

- 1) All design features must reflect MaineDOT design guidance for Highway Corridor Priorities (HCPs).
- 2) All capacity, queuing, and level-of-service analyses will be done in accordance with the 2010 Highway Capacity Manual (HCM) methodologies. Signalized and stop sign controlled intersections will be modeled using the latest version of Synchro/SimTraffic. Computer modeling showing impacts of queuing and level of service will be provided to MaineDOT.
- 3) The design hour volumes will be based on estimated 30th highest hourly volumes for the design year.
- 4) Design year traffic estimates will be 2040.
- 5) Design speed – match existing posted speed.
- 6) Clear zone – per corridor priority 3 standards.
- 7) Side slopes 4:1 or flatter or as approved by MaineDOT.
- 8) Safety analysis of any proposed design will include an inventory of existing crashes, a prediction of crashes with the proposed design, and a comparative evaluation. Crash analysis will be based on the most recent five years of data available from MaineDOT. Safety analysis will generally follow Highway Safety Manual methodologies.
- 9) Drainage – needs to match into surrounding drainage structures.
- 10) Signing shall be in accordance with MUTCD (including potential changes to existing overhead signage in the area).
- 11) Any proposed lighting shall meet minimum AASHTO light levels.
- 12) The Design Vehicle for the major intersections shall be a WB-67, all other intersection shall be for a bus/fire truck.
- 13) Any new traffic signal recommendations must be accompanied by a warrant analysis justifying the recommendation.

CONSULTANT'S COST PROPOSAL FORM

Consultant Name:
 Vendor/Customer No.:
 Project Title/Location:
 MaineDOT WIN:
 Service Area or Phase of Work:

Orig. Date:
 Revised Date:
 Contact Name:
 Contact e-mail address:

Consultant Positions =>

#	Task Descriptions	Classification and/or Employee Name <i>Hours</i>	Classification and/or Employee Name <i>Hours</i>	Classification and/or Employee Name <i>Hours</i>	Classification and/or Employee Name <i>Hours</i>	Classification and/or Employee Name <i>Hours</i>	Classification and/or Employee Name <i>Hours</i>	Classification and/or Employee Name <i>Hours</i>	Classification and/or Employee Name <i>Hours</i>	Classification and/or Employee Name <i>Hours</i>	TOTAL <i>Hours</i>
1											0.00
2											0.00
3											0.00
4											0.00
5											0.00
6											0.00
7											0.00
8											0.00
9											0.00
10											0.00
11											0.00
12											0.00
13											0.00
14											0.00
15											0.00
16											0.00
17											0.00
18											0.00
19											0.00
20											0.00
21											0.00
TOTAL HOURS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
HOURLY RATE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DIRECT LABOR TOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DIRECT EXPENSES											
Subconsultant 1-List Name		\$0.00									
Subconsultant 2-List Name		\$0.00									
Mileage (currently \$.44 per mile)		\$0.00									
Postage		\$0.00									
Printing		\$0.00									
Other		\$0.00									
Other		\$0.00									
TOTAL DIRECT EXPENSES =		\$0.00									
		NOTE: This proposal form must be accompanied by: (a) Description of Services; (b) Scope of Work; (c) DBE form; (d) Appendix A-1; (e) Certified Payroll; (f) Insurance Certificates; and (g) Subconsultant Proposal.									
		Overhead % 0.00%									
		Profit/Fee % 0.00%									
		Subtotal = \$0.00									
		Total Direct Expenses = \$0.00									
		Total Proposed Cost \$0.00									