



TOWN OF KITTERY

200 Rogers Road, Kittery, ME 03904

Visit us: www.kitteryme.gov

Traffic and Parking Ad Hoc Committee

January 8, 2024

4:00PM

Hybrid Meeting - Town Hall Conference Room A & Zoom

The public may attend in-person or view the meeting via Zoom Webinar.
To register in advance for the meeting via Zoom, please click the link below.

Zoom Link:

https://us02web.zoom.us/webinar/register/WN_hVQbmFZpRbm_pNfINFQLEg

1. Discussion: What Does Kittery Look Like in a Decade if Successful?
2. Traffic Engineer/Planner Update
3. Next Meeting: **February 12, 2024 4PM**

Meeting Materials:

- DRAFT Request for Proposals



**Town of Kittery
Maine**

Request for Proposals

DRAFT

**Traffic Calming and Parking Demand Management
Strategies and Policy Development
KITTERY, MAINE**

**Proposals Due
February 7, 2024
3PM**

at

Town Manager's Office
200 Rogers Road
Kittery, ME 03904

TOWN OF KITTELY MAINE
Traffic Calming and Parking Demand Management
Strategies and Policy Development

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PROPOSAL REQUIREMENTS

1. PURPOSE

The Town of Kittery seeks consulting assistance from a qualified firm or professional to propose traffic calming and parking demand management strategies and policies that best fit the characteristics and needs of the community.

The results of the work will be two-fold: 1) a policy that establishes which traffic calming and parking management strategies may be utilized in Kittery when requested, desired or demanded by the community, and 2) a list of projects, sorted by short/mid/long term, that will improve existing known conditions and needs for traffic calming and parking demand management in specific areas.

2. SCOPE OF WORK

The selected firm will work with Town staff and the Town's Traffic and Parking Ad Hoc Committee ("Traffic & Parking Com") to review existing conditions, plans and previously conducted studies such as the Bicycle Pedestrian Master Plan, Climate Action Strategies, Road Management Plan, Joint Land Use Study (Phases 1 – 3), analyze current speed and parking conditions in targeted and/or representative areas of town, analyze various conceptual traffic calming and parking demand management improvements, and develop a list of proposed strategies, policies, and projects to address existing and future traffic calming and parking demand management needs to be presented to the Town Council for adoption.

3. SELECTION PROCESS

- A. Each proposal shall be delivered to the place specified below and no later than the time specified:
Kittery Town Hall
Town Manager's Office
200 Rogers Road
Kittery, ME 03904
DEADLINE: Wednesday, February 7, 3PM
- B. Each proposal shall be submitted in a sealed envelope clearly marked with the Consultant's name and "Town of Kittery Traffic Calming and Parking Demand Management" on the outside. Electronic submission of (i.e., via email) will not be accepted.
- C. Proposals shall consist of 1 hard copy and one (1) PDF on a USB drive of the proposal including all components specified in the Proposal Requirements, such as resumes, examples, the price proposal, and supporting documents.
- D. The Consultant must acknowledge receipt of addenda in their proposal submission. The Consultant shall be responsible to check for addenda.

Addendums will be announced and made available on the town's website at www.kitteryme.gov/bids or by contacting Haley Mock at the Town of Kittery at (207) 475-1311 or hmock@kitteryme.org.

- E. Proposals that are incomplete, conditional or obscure, or which contain any additions not called for may be rejected by the Town.
- F. The price proposal must bear the written signature of the Consultant who is duly authorized to bind the Consultant to the terms, conditions, and contracts associated with this RFP.
- G. Any proposal may be withdrawn or withdrawn and resubmitted on request of the Consultant up until the deadline. Proposals may not be withdrawn after the deadline.
- H. Unless otherwise specified, questions pertaining to general information regarding the scope of services shall be addressed only in writing. **No questions will be answered in-person or via telephone.** Questions shall be written and emailed to the following no later than January 25, 2024:
 - Kendra Amaral
 - Town Manager
 - Town of Kittery
 - 200 Rogers Road
 - Kittery, ME 03904
 - kamaral@kitteryme.org
- I. Town staff will evaluate the proposals and may select a shortlist of candidates for an interview. The anticipated schedule is:
 - a. January 25: Deadline for questions
 - b. January 31: Response to questions issued via Addendum
 - c. February 7: Proposals Due
 - d. Week of February 26: Candidate Interviews (exact dates & times TBD)
 - e. Week of March 11: Consultant Selection
 - f. Week of March 25: Execute Agreement and Issue Notice to Proceed

4. BACKGROUND

The Town of Kittery is the oldest and southern-most community in the State of Maine. It is home to approximately 10,000 residents, which are predominately full-time residents. Kittery is connected to New Hampshire by three bridges, and has three exits off of Interstate 95.

The largest employers in Kittery is the Portsmouth Naval Shipyard ("PNS") which employees approximately 8,000 full-time and contracted employees. Other major employers include the Kittery Trading Post, and the various retail stores and

restaurants along the “Route 1 Mall Corridor”, and York Hospital. There are also some local commercial fishing, industrial, and manufacturing operations in Kittery.

The downtown, known as the Foreside, has become a foodie destination and offers multiple local restaurants, art galleries and specialty shops. The Foreside is located right outside of the primary access gate for the PNS, is within walking distance of various densely developed neighborhoods, the town’s high school and the City of Portsmouth’s downtown. Parking management is a struggle in the Foreside and its’ surrounding area, due to the competing needs from customers, residents, local business employees, those seeking to avoid Portsmouth parking fees, and PNS employees and contractors. This will be a key area for parking demand management focus.

Kittery has two public beaches, both of which are accessible via single roads and limited parking. Both beaches are in Kittery Point, one of the more rural areas of town.

Kittery has a broad variety of residential and mixed-use neighborhoods. Areas such as the Village consist of mostly small single family and duplex housing, while Kittery Point is home to mid-size and large parcels and homes. There is a significant amount of conservation land, walking trails, and open space throughout areas of Kittery. There is only one mass transit route in town, operated by COAST (New Hampshire) and routing through the Foreside from Portsmouth, via the Memorial Bridge on an hourly route. All other connections for community members to services, recreation, employment, and areas of interest are primarily by vehicle.

Being incorporated since 1647, the Town has the typical colonial challenges and limitations on its roads and infrastructure. Roads tend to be narrower in the older areas of the town, making Complete Streets objectives challenging or unachievable in certain areas without significant land takings.

Kittery is currently engaged with the regional MPO and MaineDOT on a “Vision Zero” effort. The initiative kicked off in December of 2023 and involves multiple communities within the MPO. The consultant on this project is WSP.

The Town is also in the middle of a Route 1 corridor enhancement study with MaineDOT and Southern Maine Planning and Development Commission (“SMDPC”). The corridor study is looking at road/complete street opportunities on Route 1 from the Route 1 Bypass connection to the Town of York line to the north. TY-Lin is the consultant on this project.

Three phases of a Joint Land Use Study, funded through the Department of Defense, and developed in collaboration with the PNS and SMPDC have been completed. All three have been focused on how to reduce the impact/encroachment of traffic congestion from the PNS. The studies have identified a number of strategies including creating more local affordable housing, expanding mass transit options, generating perimeter park and rides, and other solutions.

The Town Council recently adopted its Climate Action Plan Strategies which include, among other objectives, making Kittery more bikeable and walkable. The Town also has a Bicycle and Pedestrian Master Plan, to which the Town is in its second year of implementation of the recommended strategies.

The challenge the Town is seeking to address with this Traffic Calming and Parking Demand Management project is related to localized issues of speeding, parking control, and improved quality of life for residents, and businesses in various neighborhoods of town.

The Town fields frequent reactionary-requests for speed bumps, continuous Police presence, permit or metered parking, etc. when community members and businesses become frustrated with what they are experiencing or perceiving relative to the use of their local roads and neighborhoods. The Town does not use speed bumps, has limited Police resources and has potentially oversaturated the community with variable speed display signs. The Town does not employ a traffic or civil engineer on staff.

The Town is seeking a policy, specific for local roads that is well-reasoned and appropriate for a community of our characteristics, size, and conditions, and that establishes what traffic calming and parking demand management strategies will be employed, what conditions must exist for implementing said strategies, and what the anticipated logistics of implementation and maintenance over time selected strategies will require. With such a policy, the Town will be able to take positive, consistent, and appropriate action to address current known issues and respond to future complaints and demands.

Route 236 from Eliot to the Traffic Circle, Route 1 from the Bypass to Town of York line, the Route 1 Bypass, and Interstate 95 and its various on and off ramps **are not** in the scope of this project.

5. CONSULTANT REQUIREMENTS (Work)

It is mandatory that the Consultant be able to meet the following requirements:

A. General

- a. Have been in the traffic planning or traffic engineering field for no less than 5 years under the current company name.
- b. Have in-house staff or confirmed sub-consultants licensed and experienced in performing any other services that may be necessary to successfully complete the project or scope of service sought.
- c. Procure and maintain insurance for the duration of the contract as described herein.
- d. Attend project meetings with the Town and Traffic and Parking Com, as deemed necessary to coordinate the project.
- e. Provide the Town with work products in hard copy and electronic format, with the format as determined by the Town.

B. Project Requirements

The services shall include the following:

Data Gathering Phase

- a. Attend preliminary meeting with Town staff to review and refine proposed scoped, timeline, and initial data/information needs; and establish ongoing project check-ins with Town staff.
- b. Attend a meeting with Traffic and Parking Com to discuss scope and timeline, gather initial input.
- c. Review existing studies, traffic and parking ordinances, and other relevant documentation, conduct site visits as necessary, and understand existing conditions and focus areas.
- d. Review MaineDOT regulations and rules and understand how they apply to various roads in Kittery including State roads, Urban Compact Roads, and local roads.
- e. Prepare existing parking utilization plans for identified key areas including regulated and unregulated parking, turnover, and peak demand. Key areas:
 - i. Foreside (from Route 1 to PNS Gate 1 to Whipple Road)
 - ii. Badgers Island
 - iii. Seapoint Road
- f. Evaluate land use zones, existing traffic volumes and speed data, and formulate a matrix of categories of areas. Typical areas to be determined in consultation with the Town. Examples of categories may be “congested”, “vehicle only”, “mixed use”.
- g. Determine whether additional data and/or public data/input would be needed or beneficial considering existing studies and their associated community input. If additional input determined valuable develop strategy to gather input and work with Town to implement.
- h. Interview SMPDC Transportation team and others as beneficial to gather any additional characteristic, work(s)-in-progress information, and/or existing data as may be beneficial.

- i. Meet with the Traffic and Parking Com to review findings, impressions, assumptions and receive feedback.

Strategies Development Phase

- j. Evaluate various parking demand management strategies and their applicability, effectiveness, and appropriateness relative to the Town's needs and characteristics including permit parking, paid parking kiosks, alternative parking regulations, parking management innovations, and other strategies.
- k. Evaluate various traffic calming strategies and their applicability, effectiveness, and appropriateness relative to the Town's needs and characteristics including built-in speed control devices, road layout/diets/roadside treatments, signage, alternative speed management innovations, and other strategies.
- l. Develop a draft list of parking and traffic calming strategies that best suit Kittery, by area or objective/issue. The draft list should differentiate solutions by ease of implementation, cost to build/implement, regulatory and climate impact, and maintenance/operation costs.
- m. Identify policies that would accompany draft strategies (as appropriate), provide draft or example policies for Town consideration and feedback.
- n. Meet with the Traffic and Parking Com to review draft strategies and receive feedback.

Public Outreach Phase

- o. Conduct public outreach to gather input on proposed strategies. Public outreach should include at least one public input session in person and one online/technology-based input campaign.

Final Report and Policy Draft Phase

- p. Finalize analysis and refine draft strategies utilizing feedback received from the Traffic and Parking Com and public.
- q. Review proposed final strategies with Traffic and Parking Com and gather final input.
- r. Develop draft report to include methodology, inputs, recommendations, and sample policies associated with strategies; and present to Traffic and Parking Com for review and final feedback.
- s. Issue final report and if requested provide a presentation of the report to the Town Council.

6. EXISTING CONDITIONS

Measurements, drawings or descriptions, verbal or otherwise, of existing conditions are intended only as an aid. The Consultant will be responsible for verifying existing conditions.

7. EQUAL OPPORTUNITY COMPLIANCE

The Consultant shall comply with any and all applicable federal, state, and local laws, executive orders, and regulations prohibiting discrimination in employment. The Consultant shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, handicap, or sexual or gender orientation.

8. SUBCONTRACTING

The Consultant shall not subcontract or sublet any portion of the work not specified in the original agreement without prior written approval from the Town.

9. PAYMENT

The Consultant shall be paid per approved invoice. An invoice will be presented for the services performed, and as a minimum, identify the work that was completed, when the work was performed, and the amount due.

The Town is exempt from federal and state taxes. The prices shall be net and not include the amount of any such taxes. Invoices shall be submitted with any and all required documentation as required by state, federal, or grant requirements that may be associated with the project.

10. CANCELLATION OF RFP, REJECTION OF PROPOSALS

The Town reserves the right to cancel the RFP and/or reject any and all proposals and/or to waive any informalities if deemed in the best interest of the Town to do so. The Town is the sole judge of its best interest.

11. CANCELLATION OF CONTRACT

The Town reserves the right to cancel and terminate the contract in the event that the services provided by the Consultant prove to be unsatisfactory. The Town shall be the sole judge of satisfactory performance consistent with the scope of work and requirements contained herein.

12. BASIS FOR SELECTING CONSULTANT

The proposals will be evaluated by a committee using the following criteria:

- A. **Experience** – years of experience of the Consultant, it's sub-consultants and/or key personnel in the area of traffic planning, traffic engineering, parking management, and public processes.
- B. **Project History** – demonstrated experience with traffic calming and parking management projects that meet the programmatic needs of the client, incorporate or embrace the priorities of the community, and remain on budget.
- C. **Proposed Scope & Schedule** – submission of a clear proposal that includes details about how the objectives will be accomplished, what tasks will be performed by the Consultant, and what tasks will be performed by other entities, sub-consultants, and the Town. Submission of information on how the Consultant will engage the Town and the community in the process, what the

proposed milestones and schedule will be, and information about the intended work products, approach to the workplan on a set budget, and strategies for assisting the Town in making decisions that impact the cost.

- D. **Price Proposal** – submission of a proposal that is clear, includes the anticipated hours of work by Consultant’s team members, sub-consultant’s hours and costs, and identifies additional services not anticipated by the Scope of Work. Costs should be inclusive of ancillary items such as printing, deliveries, travel, etc.

13. BASIS FOR AWARD OF CONTRACT

Award of this contract shall be made to the most advantageous Consultant with an acceptable price within thirty (30) days, Saturdays, Sundays, and legal holidays excluded, after the proposal deadline. The Town reserves the right to reject any and all proposals if deemed in the best interest of the Town. The Town may invite a short list of candidate Consultants for an interview.

14. SPECIMEN CONTRACT

A specimen contract is included in this package. This contract is included as a fair representation of the contract under which the Consultant will work. Please notice that the Contract Agreement incorporates by reference all the terms, specifications and conditions of the RFP and the Consultant’s response to the RFP.

INSURANCE REQUIREMENTS

A. Worker's Compensation and Employers Liability Insurance to comply with the requirements of Maine statutes, plus employers' liability for:

Each Accident	\$500,000
Each Employee (Disease)	\$500,000
Police Limit (Disease)	\$500,000

B. General Liability on an occurrence (as opposed to claims-made) basis with general aggregate limit per applicable project (ISO CG2503 or equivalent)

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$2,000,000

C. Automobile Liability coverage must include Owned Vehicles, Leased Vehicles, Hired Vehicles, Non-Owned Vehicles.

Each Occurrence	\$1,000,000
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D. Owner's Protective Liability Insurance

The Consultant shall furnish the Certificates of Insurance naming the Town of Kittery as additionally insured as their interest may appear, and maintain the require insurances through the life of this Contract.

E. General Requirements for All Lines of Insurance to be Furnishing

All policies shall be provided by a company or companies licensed in the State of Maine. All policies shall be written so the Town shall be notified of cancellation or addition of "restrictive amendments" by registered mail or by facsimile not later than ten (10) days prior to the effective date of such cancellation or amendment.

If the initial policy/policies expire prior to the completion of the Work, renewal certificates shall be promptly filed with the Town for extension of said coverage. The full cost of insurance and renewing such coverage for additional amounts of time shall be the sole responsibility of the Consultant.

The Consultant shall require that each subcontractor procure, and maintain, until completion of that subcontractor's work, insurance of the types and to the limits set forth in the above sections. All such coverage by subcontractors shall be in favor of the Consultant, and the Town shall be held harmless from liability in all such policies. Use of subcontractor(s) is subject to the specifications herein.

PROPOSAL REQUIREMENTS

Proposals will be evaluated based on the response and supporting documentation to each of the following:

- 1) Describe your firm, yourself, and/or your team. Include information about the nature and scale of traffic planning or engineering services you specialize in.
- 2) Provide a list of any key personnel that may be assigned to the Town, their role and responsibilities. Provide resumes for all key personnel identified. If subcontractors are proposed, include information about each subcontractor's role and key personnel.
- 3) Provide information on the last three (3) public studies, or related projects completed. Include location, when your scope of services were completed, information about timeline, size of the project, cost of the project, whether the project were supported by state, federal, or grant funds, and any other relevant information. Include contact information for the owner of each project.
- 5) Describe your understanding of the project, your proposed workplan, schedule and deliverables, noting points of public engagement, and engagement with the Town, key milestones, and approach to achieving the project objectives.
- 6) Provide a price proposal for consulting services. Breakdown time and materials costs, indicate hourly cost for each level of staff by task, note if additional services are required or recommended.

Prices proposed are assumed to be inclusive of printing, copying, and delivery/ mailing costs unless otherwise specified and proposed.

Prices proposed are assumed to be inclusive of mileage, tolls, parking, or other costs of the Consultant associated with travel unless otherwise specified.

SAMPLE CONTRACT

AGREEMENT entered this ____ day of _____ 2024, by and between the TOWN OF KITTEERY, a duly organized Maine municipal corporation with a principal address at 200 Rogers Road, Kittery, Maine (the "TOWN") and _____ with a principal address of _____ ("the CONSULTANT"):

WHEREAS, the TOWN seeks to engage the services of a consultant to perform the work described and specified in the attached Request for Proposals;

WHEREAS, the most advantageous consultant with an acceptable price was submitted by _____, a consultant with the ability, capacity, and will to perform these services;

NOW THEREFORE, in consideration of the mutual exchange of promises and other provisions herein, the parties hereto agree as follows:

- 1) **Scope of Work.** The CONSULTANT shall: Provide all work and services in accordance with the Request for Proposals (RFP) attached hereto and all plans, specifications, and details contained within in the manner established by the RFP.
- 2) **Contract Sum.** The TOWN agrees to pay the CONSULTANT the rate for time and materials specified in the attached price proposal for the corresponding contract year for all approved work performed in accordance with this Contract.
- 3) **The Contract Documents:** The following, together with this Agreement, form the Contract and all are as fully a part of the Contract as if attached to this Agreement or herein repeated: Attachment A: Request for Proposals. Attachment B: Proposal Submission.
- 4) **Insurance:** Throughout the term of this Agreement, the CONSULTANT agrees to furnish at its sole expense and maintain insurance per the specifications and minimum limits set forth in the Request for Proposals.
- 5) **Payments.** Payment will be made by the TOWN based upon receipt of an invoice from the CONSULTANT. The Town shall issue payment to the CONSULTANT within thirty (30) days of receipt of the invoice or Application for Payment whereas all work governed by the contract is complete and acceptable by the TOWN.
- 6) **Fiscal Year:** The fiscal year of the TOWN is the twelve-month period ending June 30 of each year. The obligations of the Town under this Contract, or under any amendment to this Contract, for any fiscal year, are subject to the

appropriation to the TOWN of funds sufficient to discharge the Town obligations which accrue in that fiscal year, and authorization to spend such funds for the purposes of this Contract.

If, for any fiscal year during the term of this Contract, funds for the discharge of the TOWN'S obligations under this Contract are not appropriated and authorized, or funds so appropriated and authorized are insufficient for that purpose, then this Contract shall terminate as of the last day of the preceding fiscal year, or when such appropriated and authorized funds are exhausted, whichever is later, without liability to the TOWN for damages, penalties or other charges on account of such termination.

- 7) Independent Contractor. The TOWN and the CONSULTANT intend that the relationship established between them pursuant to this Contract is that of client and independent contractor. No agent, employee, or servant of the CONSULTANT is or may be deemed to be an employee, agent or servant of the TOWN.
- 8) Maine Law. This Contract will be construed in accordance with and governed by the laws of the State of Maine.
- 9) Town's Representative. The TOWN's representative under this Contract is Town Manager Kendra Amaral. All notices or communications required under this Contract shall be in writing and sent to the foregoing address.
- 10) Indemnification. Notwithstanding the availability and policy limits of any insurance, the CONSULTANT hereby agrees to defend, indemnify and hold harmless the TOWN, its officers, officials, and employees ("Indemnified Parties") against any claims made or legal actions brought against an Indemnified Party(ies) by any person or entity as a result of or arising from injuries, damages, expenses and losses actually or allegedly incurred by such a person or entity ("Liabilities") arising out of or relating to the CONSULTANT'S performance or failure to perform pursuant to this Contract, except where the Liabilities are the result of an Indemnified Party's own direct and sole negligence. This obligation shall survive the termination, completion or expiration of this Contract. The CONSULTANT shall promptly notify the TOWN of any claim or action brought in connection with this Contract and thereupon shall promptly take over and defend any such claim or action.
- 11) Termination. If the CONSULTANT is adjudged a bankrupt, or if he shall make a general assignment for the benefit of his creditors, or if a receiver of his property is appointed, or if the work to be done under the Contract is abandoned, or if the Contract or any part thereof is sublet without the previous written consent of the TOWN, or if the Contract or any claim thereunder is assigned by the

CONSULTANT otherwise than as herein specified, or if at any time the TOWN is of the opinion that the work, or any part thereof, is unnecessarily or unreasonably delayed, or that the CONSULTANT has violated any of the provisions of the Contract, the TOWN may notify the CONSULTANT to discontinue all work, or any part thereof and thereupon the CONSULTANT shall discontinue such work or such part thereof as the TOWN may designate, remove his equipment, tools, supplies and materials as the TOWN directs, and the TOWN may thereupon, by contract or otherwise, as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or any part thereof to the CONSULTANT.

12) Severability of Provisions. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

13) Amendments. This Contract may be amended by a written amendment duly executed by the parties hereto. No modifications, waiver or alternation of the Contract or any term herein is enforceable unless it is in writing and duly executed by both the TOWN and the CONSULTANT.

14) Entire Agreement. This Contract constitutes the entire agreement between the parties with respect to the matters addressed herein.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound have caused their duly authorized representatives to set their hands on seals on their behalf on the date and year set forth below.

TOWN OF KITTERY
By its Town Manager

CONSULTANT

Kendra Amaral

By: _____
Name:
Title:

Date: _____, 2024

Date: _____, 2024

APPENDIX

- a. Joint Land Use Study Executive Summary (Phases 1 – 3)
- b. Kittery Bicycle and Pedestrian Master Plan
- c. Kittery Climate Action Plan Strategies
- d. Kittery Zoning Map (provided by link)
- e. Foreside Parking, Traffic and Building Study
- f. 5 Year Road Management Program