

## *Exhibit A*

### *Request for Proposal*

Falmouth Fire-EMS is currently requesting proposals for the renovations to Station 1 at 287 Foreside Road, Falmouth, Maine. Renovations will consist of the following:

- Construction of an interior wall extending the length of the upstairs room to make a dorm room on the southerly side of the room, approximately 34 feet wide.
- Install one entry door into the new dorm room space.
- Construct a closet area in the dorm room in the area of the front dormer.
- Renovate the existing bathroom to add a fiberglass shower stall, while keeping all other existing fixtures.
- Tie in all ceilings and flooring after construction of the new wall, existing carpet and tile should remain.
- Install electrical outlets in the newly constructed wall, on the dorm room side as well as the meeting room side.
- Change existing window on the southerly wall, new dorm room, to meet egress codes.
- The contractor will be responsible for obtaining all required permits.

*A rough sketch of the renovation is on the last page of this proposal.*

If you would like to schedule a time to visit the station, please contact Captain Mike Carroll at 781-2610.

Proposals shall be submitted in a sealed envelope to the “*Office of the Fire Chief*”, located at 8 Bucknam Road, Falmouth, ME 04105-2098 no later than May 9, 2014 at 1400 hours. Faxed, emailed or late bids are not acceptable and will be rejected. The *Town of Falmouth* reserves the right to reject any or all bids at anytime for any reason. The following attachment (AGREEMENT) represents The *Town of Falmouth’s* standard contract. Should you have any questions relative to the contract language please do not hesitate to contact Chief Rice.

Award of the contract will be based on cost, specification and delivery timeline.

## AGREEMENT

### **I. PARTIES**

This contract (hereinafter referred to as "Agreement") is made and entered into on this XX day of XX, 2014, by and between the Inhabitants of the **Town of Falmouth** with a mailing address of 271 Falmouth Road, Falmouth, Maine 04105 (hereinafter referred to as "Town"); and XXX, with a mailing address of XXXX (hereinafter referred to as "Contractor"). In consideration of the mutual promises contained herein, Contractor agrees to perform the following services for the Town.

### **II. SCOPE OF WORK**

In consideration of the compensation set forth herein, the Contractor shall perform the services as outlined in a **Request for Proposal** dated April 22, 2014 and attached hereto as Exhibit A and the response attached hereto as *Bid Form - Exhibit B* dated XXXX.

### **III. COMMENCEMENT AND COMPLETION**

The Contractor will commence work on or before \_\_\_\_\_, 2014 and will complete work on or before June 30, 2014.

### **IV. PAYMENT TERMS**

The Contractor shall submit an invoice on or about the first of each month reflecting services performed at the Contractor's normal professional billing rates, attached hereto as Exhibit C. The Contractor understands that the payment for completion of the services outlined in Section II shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_), and the Contractor agrees to perform the services on that basis. Invoices shall list separately all out of pocket expenses being billed.

### **V. TERMINATION**

Either party may terminate this Agreement for cause after giving the other party written notice and a reasonable opportunity to cure. The Town may terminate without cause by giving the Contractor fourteen (14) days notice, and compensating the Contractor equitably to the termination date.

### **VI. DISPUTE RESOLUTION**

Any controversy or claim arising out of or related to this Agreement, which cannot be resolved between the parties shall be submitted to the Maine Superior Court (Cumberland County). This agreement shall be governed by Maine law.

### **VII. QUALIFICATIONS**

The Contractor represents it holds, and will continue to hold during the term hereof any and all qualifications, licenses and certifications required to perform its services in Maine. The contractor shall perform all services in accordance with professional standards.

### **VIII. SUBCONTRACTORS**

The Contractor shall be fully responsible to the Town for the acts and omissions of any subcontractors and of persons either directly or indirectly employed by it, and shall hold subcontractors to the same terms and conditions as Contractor is held under this Agreement. No subcontractors shall be retained on this Agreement without the specific prior written approval of the Town.

**IX. INSURANCE**

The Contractor shall purchase and maintain Workers' Compensation Insurance, General Public Liability and Property Damage Insurance including vehicle coverage and professional liability insurance, all with limits and terms satisfactory to the Town. The Town shall be named as an additional insured on the liability policy.

**X. INDEMNIFICATION**

The Contractor will indemnify and hold harmless the Town, its officers, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Agreement by the Contractor, its officials, employees, agents and subcontractors.

**XI. ENTIRE AGREEMENT**

This Agreement and its attachments represent and contain the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement and its attachments are not a part of this Agreement. Where there is any conflict between the provisions of this Agreement and the provisions of any attachment, the provisions of this Agreement shall control.

Date: \_\_\_\_\_

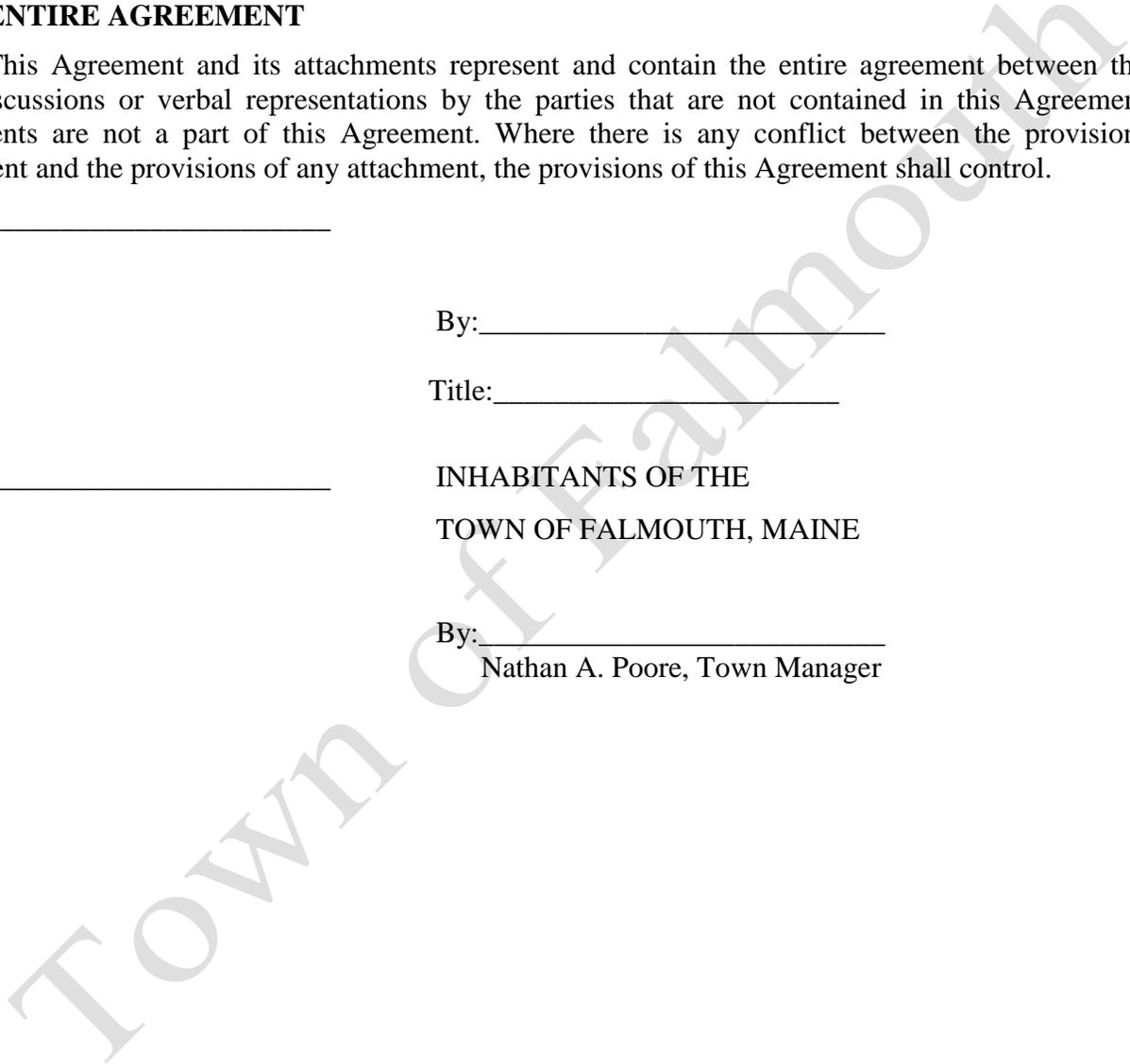
By: \_\_\_\_\_

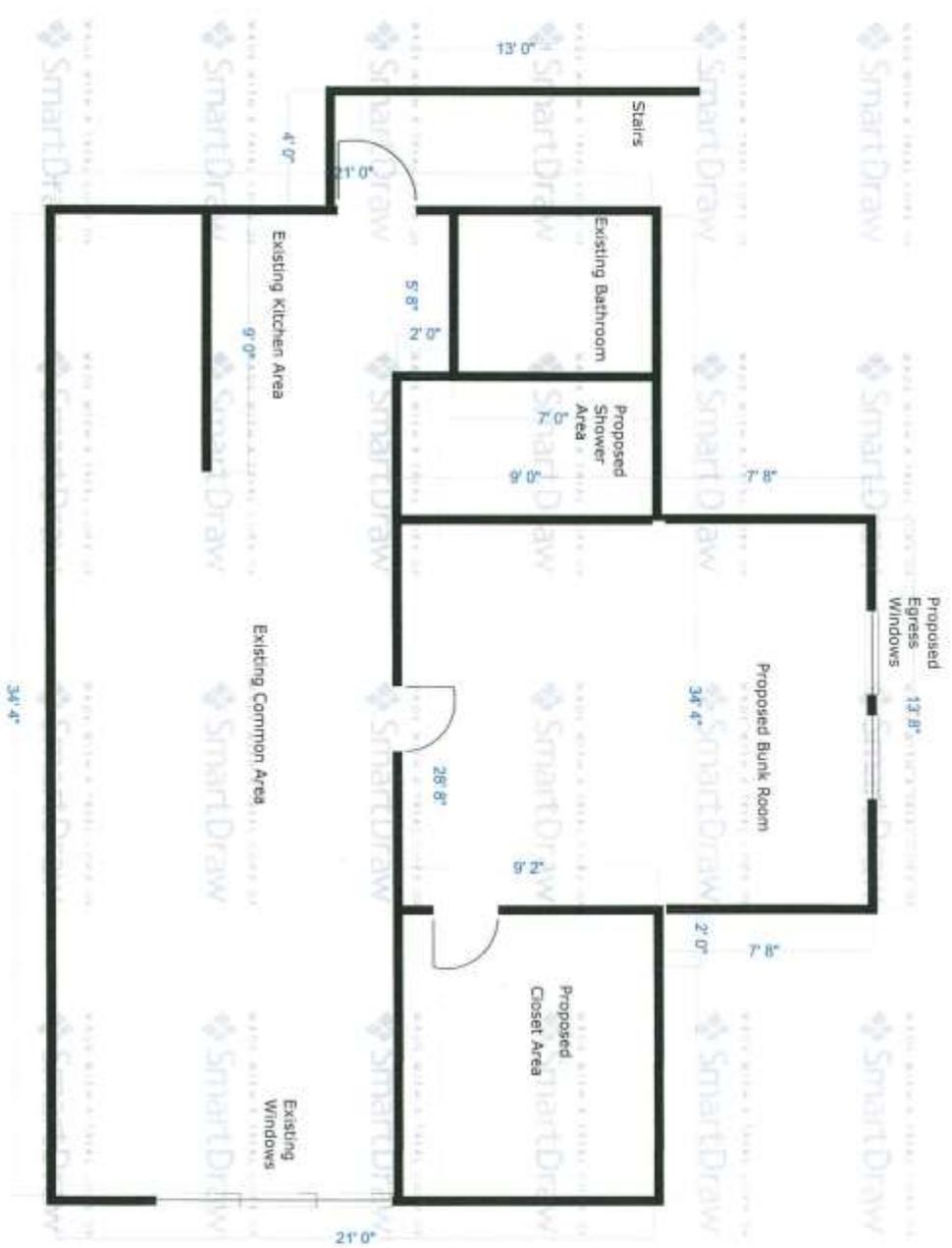
Title: \_\_\_\_\_

Date: \_\_\_\_\_

INHABITANTS OF THE  
TOWN OF FALMOUTH, MAINE

By: \_\_\_\_\_  
Nathan A. Poore, Town Manager





**ForeSIDE Fire Station**  
 Bunk Room Addition Project

Date: April 17, 2014

**Note -** All dimensions are for bid purpose only. Contractor will be required to verify dimensions and code compliance. Contractor will integrate scope of work to include all electrical, plumbing, fixtures and miscellaneous items not shown on drawings.