

***Exhibit A***  
***Request for Proposal – Central Bay Floor Repairs***  
***March 23, 2018***

Falmouth Fire-EMS is currently requesting proposals for repairs to the apparatus bay floor at Central Fire Station at 8 Bucknam Road, Falmouth, Maine. The building is used to store firefighting apparatus and equipment and the cement floor is starting to crack and deteriorate in some areas. The existing floor drain grating system is needing repair in several areas. The grates are mostly good but the steel angle iron they sit in is failing. The floor drain piping may have to be replaced as the pitch is flat and the drain pipe may be too small. The final step will be to apply a highly durable polymer coating to the entire bay floor.

Specifications will consist of the following:

Provide all labor and materials to complete each of the three separate projects listed below.

**1 (a) Floor Drain Supports and Covers**

- ☐ Mobilize material and equipment to the site
- ☐ Remove the drain covers
- ☐ Sand blast and grind the cover to remove corrosion
- ☐ Coat with a clear coat penetrating primer
- ☐ Clean and coat the embedded angle supports
- ☐ Repair/replace damaged supports as needed
- ☐ Clean up and demobilize

**(b) Concrete Floor Repair**

- ☐ Prepare and repair approximately 30 sf of deteriorated concrete
- ☐ Prepare, v-cut, and install sealant in approximately 300 lf of crack

**2 Trench for New Drain Piping**

- ☐ Excavate outside to the existing catch basin
- ☐ Sawcut and demo concrete floor inside
- ☐ Install new drain line
- ☐ Backfill, place concrete and new asphalt

**3 Floor Finish**

- ☐ Prep and refinish the entire floor with a highly durable polymer coating.

Please price each of the projects separately. Since this is an active fire station, please include an estimated time frame to complete each project. If you would like to schedule a time to visit the station, please contact Assistant Chief Jay Hallett at (207) 781-2610.

Proposals shall be submitted in a sealed envelope to the “*Office of the Fire Chief*”, 8 Bucknam Road, Falmouth, ME 04105 no later than April 20, 2018 at 2:00pm. Please provide two copies of the bid. 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.

## **AGREEMENT**

### **I. PARTIES**

This contract (hereinafter referred to as "Agreement") is made and entered into on this \_\_\_\_\_, 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"); \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (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 \_\_\_\_\_ and attached hereto as Exhibit A and the response attached hereto as ***Bid Form - Exhibit B*** dated \_\_\_\_\_.

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

The Contractor will complete the work on or before \_\_\_\_\_.

### **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 \$\_\_\_\_\_ 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, or 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

Rev. 08/01/2016