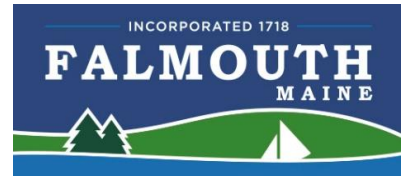


Request for Proposals Fundy Road Sidewalk Improvements June 26, 2019

The Town of Falmouth Public Works Department seeks qualified contractors to install new curbing and sidewalk improvements on Fundy Road. Sealed bids shall be submitted to the Town using the enclosed bid form. Bids shall be submitted by **Wednesday, July 17th, at 11:00 AM**. There will not be a pre-bid meeting or a formal bid opening for this project. All pre-bid correspondence shall be submitted in electronically to Jay Reynolds, Public Works Director, at jreynolds@falmouthme.org. Questions regarding this bid/proposal shall be accepted until 5:00 PM, Thursday, July 11th, 2019.

Contract Specifications

1. All excavation, restoration, materials and maintenance of traffic control shall adhere to Maine Department of Transportation and Town of Falmouth specifications. If there are conflicting requirements, the stricter shall apply.
2. Contractor shall maintain alternating 1-way traffic, at a minimum. Contractor is responsible for work zone/traffic control.
3. Paving depths for curb installation shall be 2" for base course (base for curb setting) and 1" for the surface course (along the face of curb).
4. Contractor shall use approved 19.5 mm HMA for base-pavement; and 9.5 mm hot mix asphalt for the surface course of pavement.
5. Contractor shall achieve 95% compaction for all backfilled materials.
6. The Contractor shall the reuse of all salvaged gravel material for any sub-grade work, unless directed by the Town Engineer.
7. Disturbed areas: Restoration of lawns and non-paved areas shall receive 3" depth of loam. Loam shall be reviewed and approved by the Town. Standard seed mix.
8. Contractor shall provide the Town of Falmouth a construction schedule containing the construction sequence and the estimated time required to complete the project.
9. The project shall be completed no later than November 15, 2019.
10. Contractor shall be responsible for contacting Dig Safe and non-Dig Safe utility operators (which includes both the Falmouth Public Works and Wastewater Departments) as required by law.
11. All improvements included in the project shall have a one-year warranty. The contractor will not be required to hold any retainage funds.
12. Awarded bidder shall enter into agreement (attached) and provide the required insurance certificate per the agreement.
13. Anything not otherwise specified, that is necessary to complete the project as specified, shall be considered incidental.
14. The Town of Falmouth reserves the right to accept or reject any and all bids.
15. Refer to the project description and enclosed plans for project specifics.

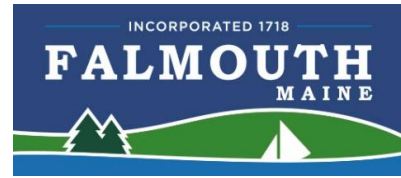


General Description of Work

Location: Fundy Road, off US Route 1 (within the Town's business district).

Proposal/Scope of Work (refer to plan and profile for design specifics):

- Remove existing granite tip-down curb section near Route One. Section shall be retained by the owner.
- Remove/Place/grade/compact existing gravel for curb installation to achieve correct grades. Provide shim gravel (type A) as needed.
- Install approximately 120 SY/13.5 Ton of binder pavement (base for new curb).
- Install approximately 541 LF of slip-form concrete curb. 7"-high curbing shall be surface-paved 1" along the front to yield a 6" reveal when completed.
- Sawcut existing pavement and pave 1-foot wide with surface pavement along front of new curb. Approximate quantity: 60 SY/3.5 Ton.
- Pavement overlay of approximately 206 SY/23Ton of existing (5-foot wide) sidewalk. 2" depth total. Paving in one lift (2" depth), or in two lifts (1" each), are both acceptable methods.
- Shim existing gravel sidewalk as needed prior to paving.
- Pavement overlay of approximately 181 SY/20 Ton of new (5-foot wide) sidewalk. 2" depth total. Paving in one lift (2" depth), or in two lifts (1" each), are both acceptable methods.
- Install an ADA ramp and detectable warning field at each side of crosswalk (in ramp). Two (2) total.
- Stripe 5'-wide crosswalk: 2-foot bars with 2-foot spacing.
- Perform all other incidental items noted on the plan and detail sheets.
- Re-loam and seed all contractor/sub-contractor-disturbed areas with 3" depth of loam. Standard seed mix.



Bid Form (Fundy Road Sidewalk Improvements - 2019)

Lump Sum Price (numerals): _____

Lump Sum Price (written): _____

Bid Submittal: Sealed bids shall be addressed to Town of Falmouth, Public Works Department, 101 Woods Road, Falmouth, ME 04105.

Sealed bids shall be submitted by **Wednesday, July 17th, 2019, 11:00 AM** Eastern Time.

There will not be a pre-bid meeting or a formal bid opening for this project.

Bid results will be distributed electronically shortly following the bid submittal date.

A bid bond is not required for this project.

All pre-bid correspondence shall be submitted in electronically to Jay Reynolds, Public Works Director, at jreynolds@falmouthme.org

Questions regarding this bid/proposal shall be accepted until 5:00 PM, Thursday, July 11th, 2019.

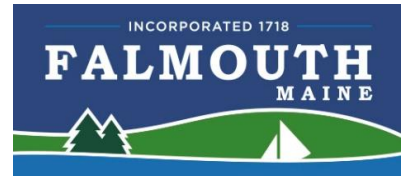
I have read and understand the content of this Request for Proposal (RFP):

Contractor: _____

Signed: _____ Date: _____

Title: _____

Email: _____ Phone: _____



AGREEMENT

I. PARTIES

This contract (hereinafter referred to as "Agreement") is made and entered into on this _____ day of _____, 2019, 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 _____, 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 Exhibit B.

III. COMMENCEMENT AND COMPLETION

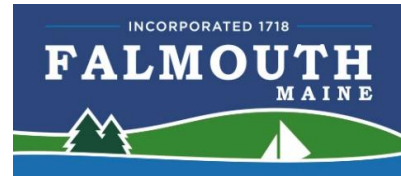
The Contractor will commence work on or before _____, 2019 and will complete work on or before _____, 201__.

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.

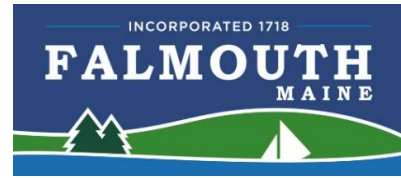
IX. INSURANCE

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.

Town of Falmouth
Public Works Department
101 Woods Road
Falmouth, ME 04105
207-781-3919



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