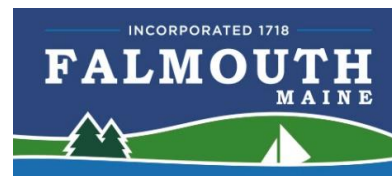


Request for Proposals 2021 Annual Paving Services March 22, 2021

The Town of Falmouth Public Works seeks qualified contractors to provide road resurfacing and other road repair services. Sealed bids shall be submitted to the Town using the enclosed bid form. Bids shall be submitted by **Thursday, April 8th, 2021 at 11:00 AM**. There will not be a pre-bid meeting or a live bid opening for this project. All pre-bid correspondence shall be submitted electronically to Justin Early, Town Engineer, at jeary@falmouthme.org. Questions regarding this bid/proposal will be accepted until 5:00pm, Monday, April 5th, 2021.

Contract Specifications

1. All excavation, restoration, supply of materials, manufacture of bituminous concrete, and the placement, compaction and testing of the bituminous concrete shall adhere to the most recent MaineDOT Standard Specifications and Town of Falmouth specifications. If there are conflicting requirements, the stricter shall apply.
2. The Contractor shall be responsible for traffic control and signage during the performance of work and shall adhere to the Manual of Uniform Traffic Control Devices and/or Town ordinances regulating traffic control. If there are conflicting requirements, the stricter shall apply. This work shall be incidental to the project cost.
3. Contractor shall maintain alternating 1-way traffic, at a minimum, unless otherwise approved in advance.
4. Contractor will be responsible for all required street sweeping at the unit price provided.
5. Price adjustments for hot mix asphalt in excess of 500 tons total will be permitted per MaineDOT Special Provision, Section 108, Payment (Asphalt Escalator).
6. The Contractor shall be responsible for trucking the excavated material including the removed pavement.
7. Contractor shall provide the Town of Falmouth a construction schedule containing the construction sequence, traffic patterns and the estimated time required to complete the project.
8. The Contractor shall provide copies of all delivery slips that shall include the date of haul, the weight in tons, the running total weight for the date, and the street location on each delivery slip. Invoices shall reference each delivery slip accordingly.
9. The Contractor may commence work after May 21, 2021 and must complete work on or before October 1, 2021. The work may not be completed before July 1, 2021.
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.
12. The Town of Falmouth reserves the right to accept or reject any and all bids.



General Description of Work

Location: The following streets are included with the Scope of Work. See Location Map for further information.

Proposal/Scope of Work:

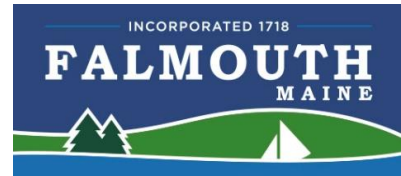
- **Woods Road (from Longwoods Rd. to Woodlands Dr.):** Grind butt joints, cold plane potholes and install 19.0mm as shown on plan, install 9.5mm surface mix at 1.25", perform driveway paving as needed.
- **Hemlock Cove:** Grind butt joints, remove pavement surface and install 19.0mm at intersection with Blackstrap Road, install 9.5mm surface mix at 1.25", perform driveway paving as needed.
- **Arbor Road:** Grind butt joints, shim with 9.5mm HMA, install 9.5mm surface mix at 1.25", perform driveway paving as needed.
- **Heritage Lane and Partridge Lane:** Grind butt joints, install 9.5mm surface mix at 1.25", perform driveway paving as needed.
- **Partridge Lane (additional work):** Remove pavement surface and install 19.0mm HMA at inside radius of cul-de-sac.

Bid Form: 2021 Annual Paving Services

Item #	Item	Estimated Quantity	Unit	Unit Price (\$)	Total Price (\$)
1	F&I 9.5mm HMA Surface Mix	2250	Tons		
2	F&I 19.0mm HMA Base Mix (Hand Placed)	90	Tons		
3	F&I HMA Shim	280	Tons		
4	F&I Hand Placed HMA (Driveways)	90	Tons		
5	Cold Planing Potholes	170	SY		
6	Pavement Removal (Stripping)	340	SY		
7	Application of Tack Coat	1650	GAL		
8	Street Sweeping	9	HR		
9	Mobilization	1	LS		

Total Bid Price = \$ _____

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



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

Sealed bids shall be submitted by **Thursday, April 8th, 2021 at 11:00 AM.** Eastern Time.

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

All pre-bid correspondence shall be submitted electronically to Justin Early, Town Engineer, at jeary@falmouthme.org.

Questions regarding this bid/proposal shall be accepted until 5:00pm, Monday, April 5th, 2021.

The bidder acknowledges Addendum Number(s). _____,
(Bidder's Initials)

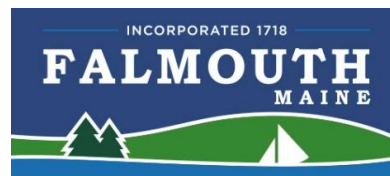
I have read and understand the content of this Request for Proposal (RFP):

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 _____, 2021, 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

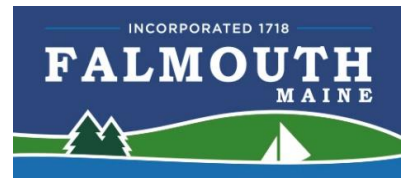
The Contractor may commence work after May 21, 2021 and must complete work on or before October 1, 2021. The work may not be completed before July 1, 2021.

IV. PAYMENT TERMS

The Contractor shall submit an invoice on or about the first of each month reflecting work completed at the Contractor's unit prices as outlined in Exhibit A. 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.

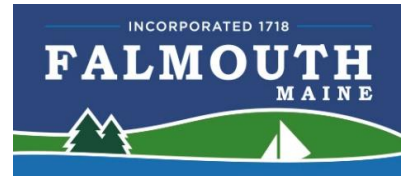
IX. INSURANCE

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: _____

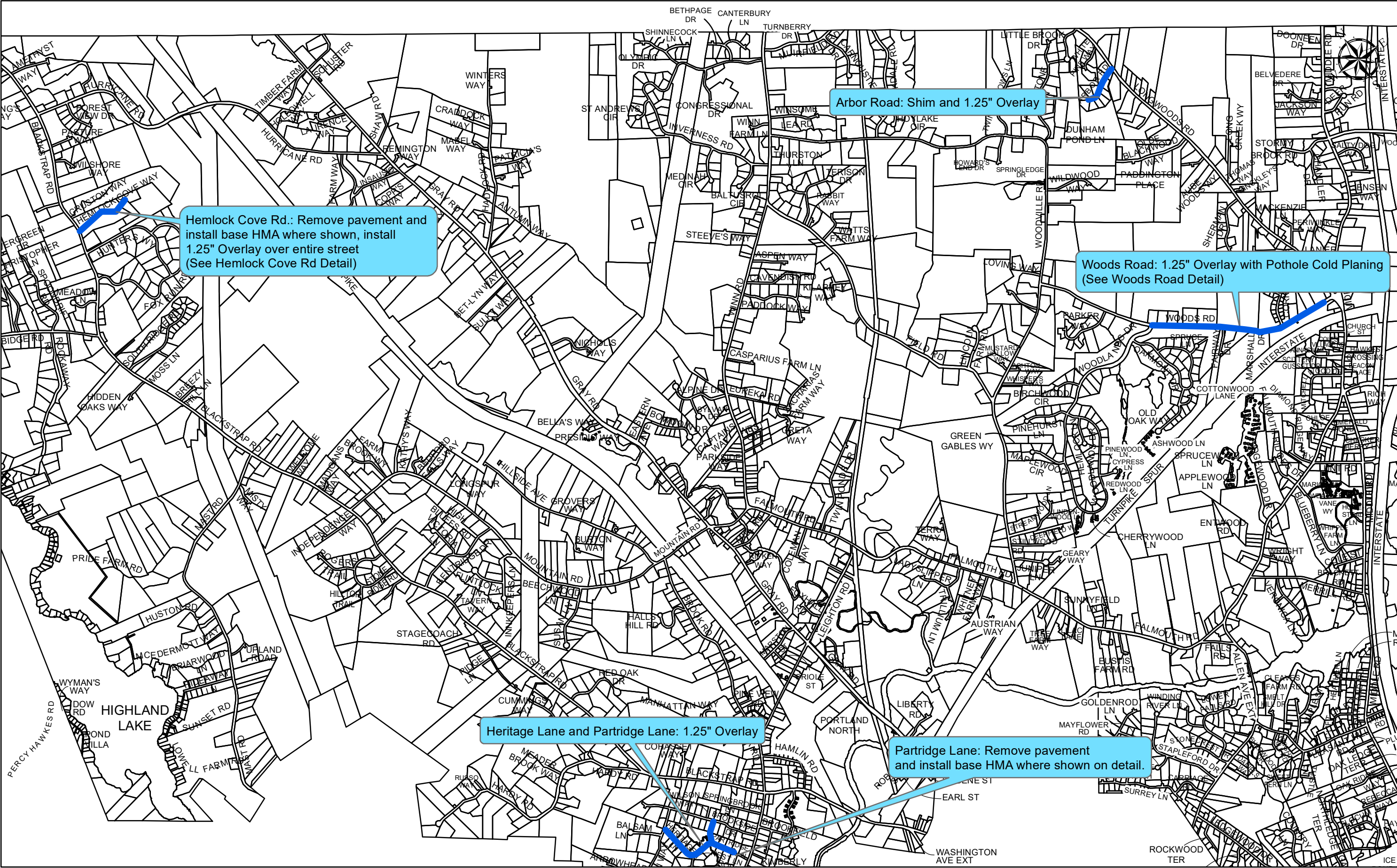
Title: _____

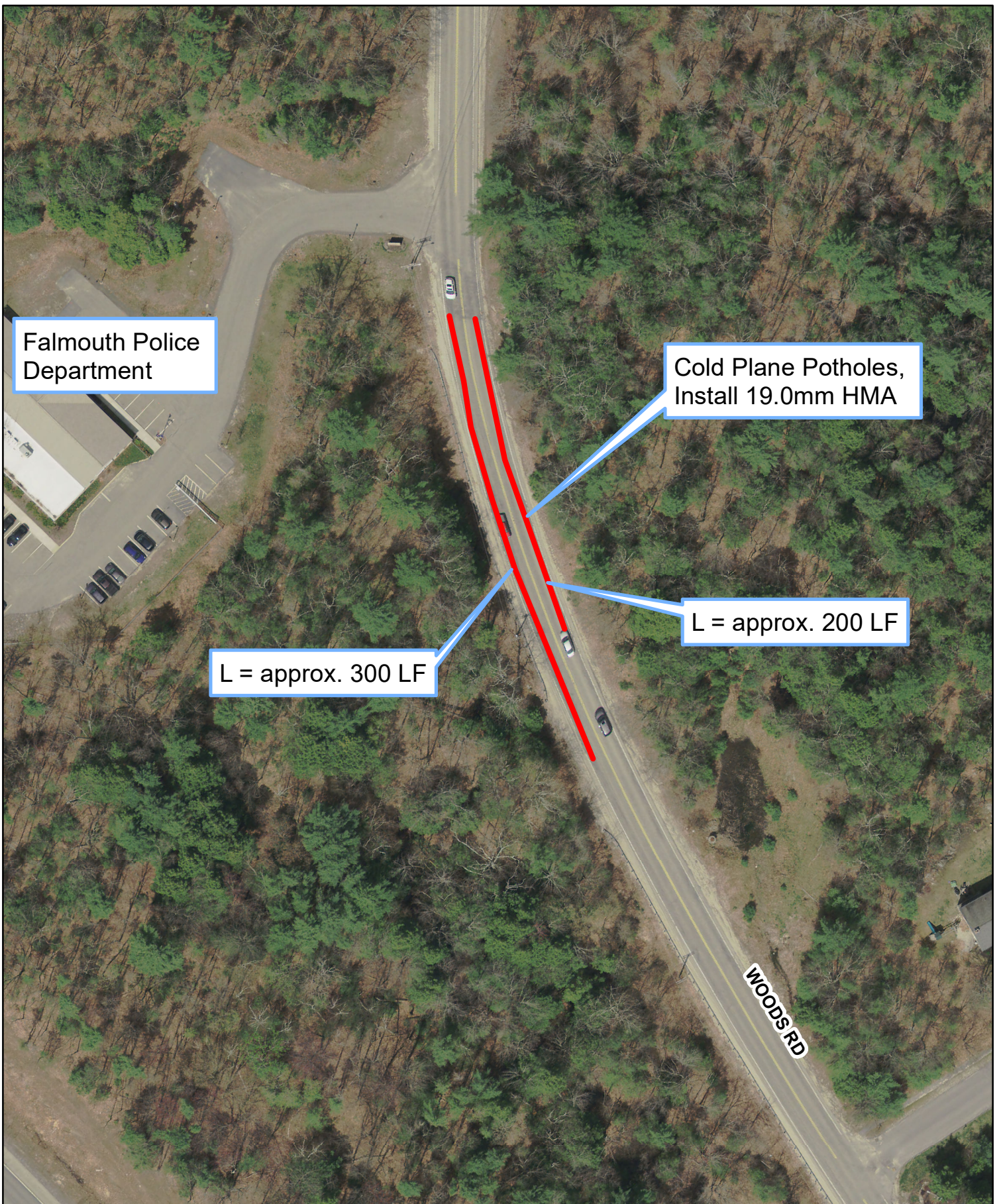
Date: _____

INHABITANTS OF THE
TOWN OF FALMOUTH, MAINE

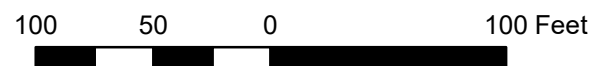
By: _____
Nathan A. Poore, Town Manager

Town of Falmouth Annual Paving Map (2021-2022)





Woods Road Pothole Repair Detail

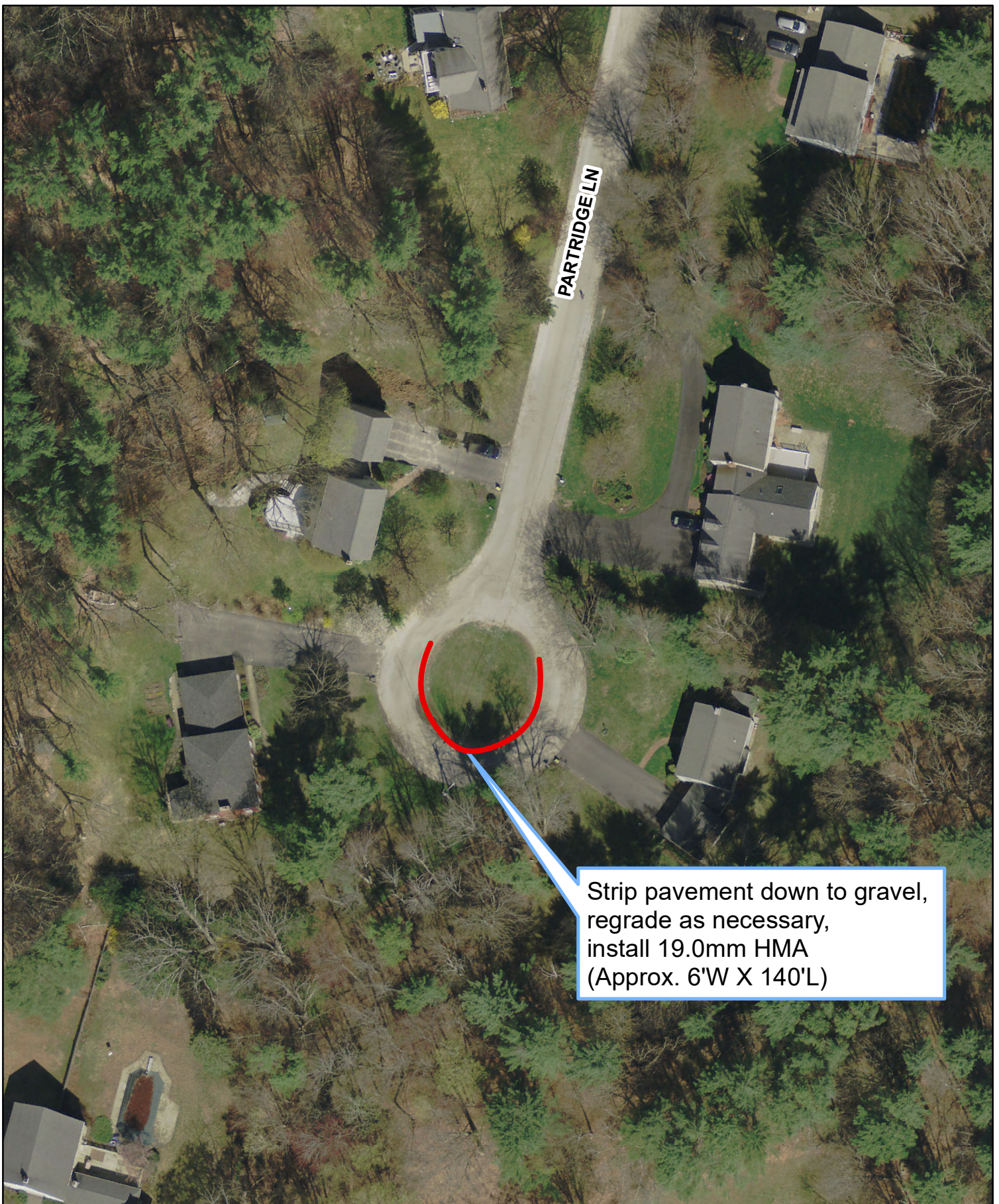




Hemlock Cove Rd. Pavement Removal Detail



50 25 0 50 Feet



Strip pavement down to gravel,
regrade as necessary,
install 19.0mm HMA
(Approx. 6'W X 140'L)

Partridge Lane Pavement Removal Detail

