

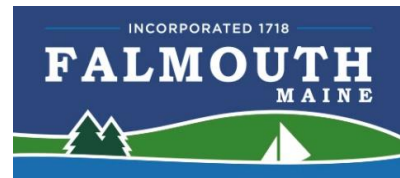
Request for Proposals 2023 Annual Road Striping and Pavement Marking Services March 15, 2023

The Town of Falmouth Public Works Department seeks qualified contractors to provide road striping and pavement marking services. This work consists of furnishing and installing all necessary material to properly mark the longitudinal traffic lines and pavement markings for streets in the Town of Falmouth. This includes center lines, edge lines and all lane dividing lines, including (splits or tails) at intersections, crosswalks, turn arrows, stop bars, bicycle symbols, and other handwork. The successful bidder will provide all material, equipment and labor to install the traffic line markings. This includes but is not limited to paint, glass beads and any other incidental material required.

Sealed bids shall be submitted to the Town using the enclosed bid form. Both pages of the bid form must be completed. Bids shall be submitted by **Tuesday, April 4th, 2023 at 2:00pm**. 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, Assistant Public Works Director/Town Engineer, at jearyl@falmouthme.org. Questions regarding this bid/proposal will be accepted until 5:00pm, Thursday, March 30th, 2023.

Contract Specifications

1. All furnishing and placement of reflectorized pavement lines and markings and any removing of pavement lines and markings, shall adhere to the most recent MaineDOT Standard Specifications (Section 627 and 708.03) 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. The Contractor shall maintain alternating 1-way traffic, at a minimum, unless otherwise approved in advance.
4. The Contractor may commence work after June 21, 2023 and must complete work on or before October 1, 2023. The work may not be completed before July 1, 2023.
5. The Contractor assumes responsibility for all damage or injury to persons or property caused through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.
6. The Town of Falmouth reserves the right to accept or reject any and all bids.
7. The Town's standard consultant agreement follows as an attachment.



Bid Form (Page 1)

2023 Annual Road Striping Services

Item #	Item	Estimated Quantity	Unit	Unit Price (\$)	Total Price (\$)
1	4" Double Yellow Centerline	229,000	LF		
2	4" White Edge Line	315,000	LF		
3	6" White Edge Line	115,000	LF		
4	24" White	10,000	LF		
5	12" White	2,400	LF		
6	12" Yellow	900	LF		
7	4" White	2,500	LF		
8	6" Yellow	650	LF		
9	4" Yellow	2,700	LF		
10	White	130	FT ²		
11	Yellow	190	FT ²		
12	"ONLY"	30	EA		
13	Yield Triangle	106	EA		
14	Directional Arrow	274	EA		
15	Railroad Crossing	14	EA		
16	Small Directional Arrow	47	EA		
17	Small Bicycle Symbol	23	EA		
18	Small Bicycle Symbol w/ sharrow	9	EA		
19	Large Bicycle Symbol	58	EA		
20	Parking Stall	82	EA		
21	Handicap Symbol w/ Blue	1	EA		

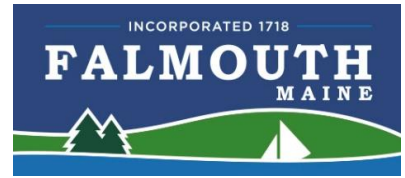
Total Bid Price = \$ _____

Sealed bids shall be addressed to Town of Falmouth, Public Works Department, 101 Woods Road, Falmouth, ME 04105 and must be submitted by **Tuesday, April 4th, 2023 at 2:00pm** 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 jearyl@falmouthme.org. Questions regarding this bid/proposal shall be accepted until 5:00pm, Thursday, March 30th, 2023.

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



Bid Form (Page 2)

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

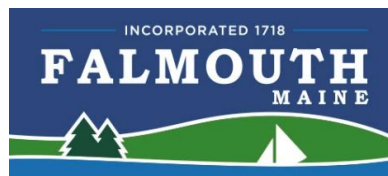
I have read and understand the content of this Request for Proposal (RFP):

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 _____, 2023, 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

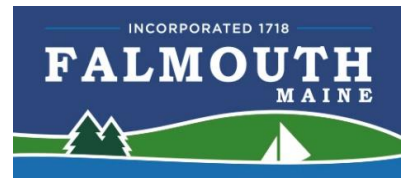
The Contractor may commence work after June 21, 2023 and must complete work on or before October 1, 2023. The work may not be completed before July 1, 2023.

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.

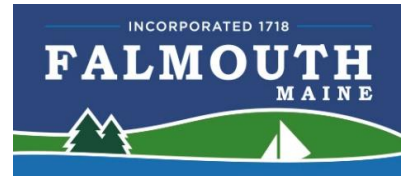
IX. INSURANCE

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