Request for Proposals
Pedestrian Improvements
Route 88 (Foreside Road), Lunt Road and Depot Road
April 7, 2022

The Town of Falmouth Public Works Department seeks qualified contractors to satisfactorily complete pedestrian improvements on Route 88, Lunt Road and Depot Road. The project includes the installation of sidewalks, crosswalks, Rectangular Rapid Flashing Beacons, and ADA compliant ramps.

Sealed bids shall be submitted to the Town using the enclosed bid form. Bids shall be submitted by Thursday, April 28th, 2022 at 11:00 AM at the Falmouth Public Works building located at 101 Woods Road, Falmouth, ME 04105.

Proposals shall be submitted in sealed packages labeled “RFP – Pedestrian Improvements, Route 88 (Foreside Road) and Lunt Road, Attn: Justin Early.”

There will not be a pre-bid meeting for this project. Prospective bidders are encouraged to visit the site and may request a site meeting with the Town Engineer to review the project. All pre-bid correspondence shall be submitted to Justin Early, Town Engineer, at jearly@falmouthme.org or at 207-781-3919. Questions regarding this bid/proposal shall be accepted until 5:00 PM, Monday, April 25th, 2022.

General Contract Specifications

1. All excavation, restoration, construction, 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. 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. Contractor shall maintain alternating 1-way traffic, at a minimum, unless otherwise approved in advance. This work shall be incidental to the project cost.
3. Contractor shall provide the Town of Falmouth a construction schedule containing the construction sequence and the estimated time required to complete the project.
4. The work must be completed by September 30th, 2022.
5. 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.
6. All improvements included in the project shall have a one-year warranty. The contractor will not be required to hold any retainage funds.
7. Awarded bidder shall enter into agreement (attached) and provide the required insurance certificate per the agreement.
8. Anything not otherwise specified, that is necessary to complete the project as specified, shall be considered incidental.
9. The Town of Falmouth reserves the right to accept or reject any and all bids.

General Description of Work

Route 88 (Foreside Road) - Route 88/Johnson Road/Town Landing Road intersection

- The work at this intersection includes installing three ADA compliant ramps and two crosswalks per the attached plans. The improvements include, but are not limited to, installing aggregate base gravel, granite curb (Type 1), bituminous curb (Type 3), HMA pavement, detectable warning fields, road painting, two sets of Rectangular Rapid Flashing Beacons, and drainage modifications (see note below), per the project plans that are included with this RFP.

- *Drainage Modifications – This bid item includes the following work:
  - Converting existing catch basin to manhole by;
    - Offsetting (rotating) existing cone so access opening is not in conflict with detectable warning fields
    - Furnish and install round solid frame and cover to replace existing square frame and grate.
  - Installing new F-Type catch basin
  - Installing new 8” HDPE storm drain pipe from new F-Type catch basin to converted manhole structure.

- Pavement removal shall be considered incidental to the common excavation bid item.

- Perform all other incidental as described in the specifications.

Route 88 (Foreside Road) - Route 88/Depot Road intersection

- The work at this intersection includes installing approximately 230 linear feet of 6’ wide HMA sidewalk, four ADA compliant ramps and two crosswalks per the attached plans. The improvements include, but are not limited to, installing aggregate base gravel, granite curb (Type 1), bituminous curb (Type 3), HMA pavement, detectable warning fields, road painting, and pedestrian signs, per the project plans that are included with this RFP.

- Pavement removal shall be considered incidental to the common excavation bid item.

- Perform all other incidental as described in the specifications.
Lunt and Depot Road Crosswalks

- This lump sum work includes the installation of two ADA compliant crosswalks as shown on the attached map.

- The crosswalk on Lunt Road includes the following work:
  - Furnishing and installing one set of Rectangular Rapid Flashing Beacons
  - Removing existing concrete curb, bituminous curb and HMA pavement as necessary
  - Installing two ADA compliant ramps with detectable warning fields, new HMA pavement, concrete tip downs, HMA tip downs and crosswalk striping.
  - The exact location and layout of the crosswalk will be determined at the time of construction.

- The crosswalk on Depot Road includes the following work:
  - Removing existing concrete curb, bituminous curb and HMA pavement as necessary
  - Installing two ADA compliant ramps with detectable warning fields, new HMA pavement, concrete tip downs, HMA tip downs and crosswalk striping.
  - The exact location and layout of the crosswalk will be determined at the time of construction.

- Perform all other incidental as described in the specifications.
## Bid Form

**Bid Schedule A (Route 88 Improvements)**

<table>
<thead>
<tr>
<th>Item #</th>
<th>Item (MEDOT specification where applicable)</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price ($)</th>
<th>Total Price ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Common Excavation (203.20)</td>
<td>85</td>
<td>CY</td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td>Aggregate Subbase, Type D (304.10)</td>
<td>130</td>
<td>CY</td>
<td></td>
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<tr>
<td>3</td>
<td>Vertical Curb, Type 1 (609.11)</td>
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<td>LF</td>
<td></td>
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<td>4</td>
<td>Vertical Curb, Type 1 - Circular (609.12)</td>
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<td>LF</td>
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<td>5</td>
<td>Terminal Curb, Type 1 – 8 foot (609.238)</td>
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<td></td>
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<td>6</td>
<td>Terminal Curb, Type 1 – 8 foot, Circular (609.238)</td>
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<tr>
<td>7</td>
<td>Curb Type 3 (609.31)</td>
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<tr>
<td>8</td>
<td>F&amp;I 9.5 HMA Surface Mix (403.209)</td>
<td>40</td>
<td>Tons</td>
<td></td>
<td></td>
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<tr>
<td>9</td>
<td>Detectable Warning Fields (608.26)</td>
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<td>SF</td>
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<td>10</td>
<td>Drainage Modifications*</td>
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<td>11</td>
<td>Rectangular Rapid Flashing Beacon (643.62)</td>
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<td>12</td>
<td>MUTCD Signs (645.292)</td>
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<td>SF</td>
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<td>Relocate Sign</td>
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<td>Remove Guardrail</td>
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<td>16</td>
<td>Loam and Seed</td>
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<tr>
<td>17</td>
<td>Mobilization (659.10)</td>
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<td>LS</td>
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*See bid item specifications in General Description of Work.

Bid Schedule A Total Bid Price (numerals): _______________________________________

Bid Schedule A Total Bid Price (written): _______________________________________
Bid Schedule B (Lunt Road and Depot Road Crosswalk Improvements)

<table>
<thead>
<tr>
<th>Item #</th>
<th>Item (MEDOT specification where applicable)</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Total Price ($)</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Lunt Road Crosswalk</td>
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<td>LS</td>
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<tr>
<td>2</td>
<td>Depot Road Crosswalk</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
</tbody>
</table>

Bid Schedule B Total Bid Price (numerals): ____________________________________________
Bid Schedule B Total Bid Price (written): _____________________________________________

Total Bid Price (Bid Schedule A + B) (numerals): ____________________________________________
Total Bid Price (Bid Schedule A + B) (written): _____________________________________________

The Bid will be awarded based on the sum of Bid Schedules A and B.

Bid Submittal: Sealed bids shall be labeled “RFP – Pedestrian Improvements Route 88 (Foreside Road), Lunt Road and Depot Road, Attn: Justin Early and addressed to Town of Falmouth, Public Works Department, 101 Woods Road, Falmouth, ME 04105.

Thursday, April 28th, 2022 at 11:00 AM at the Falmouth Public Works building located at 101 Woods Road, Falmouth, ME 04105.

There will not be a pre-bid meeting 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 to Justin Early, Town Engineer, at jearly@falmouthme.org or at 207-781-3919.

Questions regarding this bid/proposal shall be accepted until 5:00 PM, Monday, April 25th, 2022.

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 __________, 2022, 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 ________________, 2022 and will complete work on or before September 30th, 2022.

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
NOTES:
1. The pavement, base, and subbase depths as shown on the plans are intended to be nominal.
2. The gravel quantity calculation is based on a 4 inch loam depth. The actual depth may vary. See the general notes.
3. The algebraic difference between the shoulder and the travel lane cross slopes "rollover" shall not exceed 8 percent.
4. For additional ADA pedestrian ramp info visit:
   www.Maine.gov/COD/CIV/LIGHTS/ADA/Resources-Engineers/
GENERAL NOTES:

1. Payment vouchers shown in the typical sections are intended to be general:

2. Where debris is necessary in the vicinity, where excess material shall be removed from the edges of shoulders and placed in designated areas or consumed in payment will be made under the appropriate contract items.

3. All interest and interest in cut areas shall be shown on the plans or measured as directed by the Resident.

4. The construction contractor shall plan and construct work so that upon completion of the project there is no evidence from the use of the equipment and materials.

5. All waste material not used in the project shall be disposed of off the project or acceptable waste areas reviewed by the Resident, general, sections, and areas of waste areas shall be considered incidental.

6. Sprinkler systems used to control tree excavation or in low wet areas to prevent erosion, water levels of all proposed shall be responsible for minimizing the environmental impact of the project as specified in standard specifications for drainage areas.

7. A 3-foot paved lip shall be placed at all unpaved entrances unless otherwise noted in the plans or directed by the Resident.

8. All paved areas shall be constructed with 2 inches of aggregate base course and 2 inches of hot mix asphalt unless otherwise noted in the plans or directed by the Resident.

9. Any necessary cleaning of existing pavement prior to paving or milling shall be, according to the required paving or milling item, this includes filling and removal of all vegetative material.

10. Any existing pavement shall be removed without prior approval of the Resident.

11. The pavement shown on the plans and cross sections are for measurement purposes for comparative purposes. The pavement shown is for general tabulation.

12. Unless otherwise noted, sections method #1 shall be utilized in all lands and developed areas. Sections method #2 shall be utilized on all other areas.

13. Lawns shall be mulched to a nominal depth of 4 inches in lawn areas and 2 inches in all other areas unless otherwise noted on the plans.

14. The contractor will be responsible for maintaining all existing lawns to ensure that the lawn will be deliverable. Payment for this work will be made under the appropriate rental items.

15. Any damage to the slopes caused by the contractor's equipment, personnel, or operation shall be repaired to the satisfaction of the Resident. All work, equipment, and materials required to make repairs shall be at the contractor's expense.

16. Seedings and mulchings of waste areas shall be considered incidental. The slope will be maintained to the public's access.

17. Where necessary, cleaning of existing areas prior to paving or milling shall be, according to the required paving or milling item, this includes filling and removal of all vegetative material.

18. No separate payment for equipment or equipment will be made for the equipment rental items.

19. Unpaid locations shall be determined by the Resident.

20. Final paving for the project shall be done by the contractor per the approved location. This includes paving, and removal of all or any necessary cleaning of existing pavement prior to paving or milling.

TOWNSHIP:

ROUTE 88 CROSSWALKS

FAIRMOUNT TOWNSHIP

TYPILNATIONAL INC.
Install ADA compliant crosswalk
Install ADA compliant crosswalk and Rectangular Rapid Flashing Beacon (RRFB)