

CITY OF SOUTH PORTLAND

Invitation to Bid

LAWNCARE/LANDSCAPE SERVICES FOR WATER RESOURCE PROTECTION

Sealed bids for providing Lawncare and Landscaping Services for the City of South Portland Water Resource Protection (WRP) wastewater treatment plant and wastewater pumping stations as specified below, in the attached General Specifications will be received by the City Purchasing Agent, 25 Cottage Road, South Portland, Maine until **10:00 am on May 1, 2020**, at which time they will be publicly opened and read aloud.

Bids shall be submitted on the attached form (with any required attachments) in sealed envelopes, plainly marked "Bid #39-20 Lawncare/Landscape Services for Water Resource Protection" and shall be addressed to the Purchasing Agent at the address below.

Questions regarding the specifications should be directed to Sean Castles at (207) 767-7675 or via e-mail: scastles@southportland.org. A site visit is recommended but not required.

The term of the contract resulting from this bid shall be for two (2) full seasons (2020 and 2021). At the City's option, the contract may be extended annually for an additional two (2) seasons at the City's option for the same contractual prices, terms, and conditions as well as satisfactory performance of the services provided. Bidders may team with another company as a subcontractor to provide the necessary services. Payment will be made to the contractor, and the contractor will be responsible to pay the subcontractor. All bidders should quote prices exclusive of all federal and state taxes. The selected contractor will be required to provide a Certificate of Insurance as proof of coverage for the limitations provided for in the attached contract. Bidders shall submit at least three references with names and telephone numbers of clients that can speak to the bidder's ability to handle a contract of this type.

Bidders (and/or any subcontractor, if applicable) shall hold a Maine MCL or MCSL certification for oversight of the landscaping services provided. It is preferred that the certification holder be a member in good standing with Maine Landscapers and Nurserymen's Association (MELNA) for at least the past 2 years. Please submit a copy of the MCL or MCSL certification with the bid.

Invoicing shall be submitted to the City once per month during the season. Invoices shall be itemized to document date and services invoiced. It is customary of the City of South Portland to pay its bills within 20 to 30 days following delivery of and receipt of bills for all work covered by the contract.

The City of South Portland reserves the right to waive all informalities in bids, to accept any bid or any portion thereof, or to reject any or all bids deemed in its interest to do so. Except as otherwise required by law or as specifically provided to the contrary herein, the award of this bid shall be governed by the City's purchasing ordinance.

Colleen Selberg, Purchasing Agent
City of South Portland
25 Cottage Road
South Portland, Maine 04106

Mailing address: P.O. Box 9422, South Portland, ME 04116-9422
Telephone (207) 767-3201 Fax (207) 767-7620

EXHIBIT A

GENERAL SERVICE SPECIFICATIONS

Lawncare

1. Starting in the beginning of each season (approximately mid-April), all lawn damage along paved areas and the general lawn area within the treatment plant grounds shall be raked out for removing stripped sod, stone, pieces of pavement or other debris. Repaired areas shall then be covered with clean soil and seeded down. The repaired areas shall be covered for protection and the City will be responsible for watering the repaired areas.
2. Contractor will provide a single yearly service during which it shall remove excessive thatch build-up on all designated lawn areas. The thatching can occur during the spring or fall.
3. Provide weekly lawn mowing, trimming, and blowing to maintain a well-kept, consistent appearance of grass height of agreed upon lawn areas (approximately 2.01 acres). All lawn clippings shall be removed from site and disposed of in full compliance of local, state and federal requirements. Mowing frequency may be influenced by rainfall amounts and growth rate. The contract allows for approximately 20 mowings per season on a lump sum bid price (May - Oct). Additional mowings requested by the City shall also be bid at a cost per mowing.
4. Mowing shall be conducted to minimize blowing clippings into mulch beds or stone drainage. Weekly mowing will include cleaning clippings from sidewalks and parking areas and removal of the grass clippings from the site (including incidental removal of light volumes of litter if present on all landscaped areas).
5. There are periods in the year when grass at the site becomes dormant due to lack of rain. The City shall be allowed to cancel any week or weeks mowing / trimming / clean-up if the City decides that appearance and condition of lawn do not merit mowing. The City shall give 24 hour notice of a cancellation. Cancelled mowings will NOT count against total mowings per year. The City may also decide to grow the grass longer during the dryer portion of the season.
6. Any damage to the grounds at any site (including lawn scalping and rutting from mowers) caused by the contractor shall be restored to the City's satisfaction.
7. The WRP Department maintains a number of wastewater pumping stations and wishes to include the following locations to the yearly lawn care work. The Pump stations will be mowed as needed to maintain a well-kept appearance. The bid shall be for 12 mowings per season at the pump stations on a lump sum bid price. Additional mowings requested by the City shall also be bid at a cost per mowing.
 - Gannett Drive Pump Station 310 Gannett Drive
 - Long Creek Pump Station 463 Westbrook Street
 - Pearl Street Pump Station 1 Pearl Street
 - Mechanic Street Pump Station 16 Mechanic Street
 - West High Pump Station 301 West High
 - Front Street Pump Station 152 Front Street

Landscaping

1. For spring cleanup, the contractor will remove all leaves, sticks, and other debris from all planting beds, entrance sign planting bed, and designated tree beds. Cultivating and weeding in the planting beds and edging of the planting beds around the lobby/office area, entrance sign planting bed, and designated tree beds must be completed in preparation for compost application (approximately 788 sf). Apply an appropriate amount of compost (2" of Earthlife Nutri-Mulch or equal) to all planting beds, tree beds and entrance sign area. Prune plant material as necessary to keep the plant material healthy, eliminate dieback, and follow their growth habits as they are intended to grow. All plant waste material and other debris shall be removed as part of the planting bed cleaning to keep the beds free of any plant waste or debris. Compost may be billed on a cost plus basis.
2. Replace plant material as is necessary and replace in kind. If there are suggestions for different plant material, please consult the City first. Plant material can be replaced on a cost plus basis and invoiced with the monthly service invoice.
3. Provide weeding and maintenance on a continuous basis at least every 3 weeks. During the season, the contractor will cultivate/weed, cut or prune plant material, add compost if necessary, etc. in planting beds (including entrance sign bed) to maintain a well-kept and visually attractive appearance. This will include the removal of casual amounts of trash and debris that may have blown into the beds. Frequency of the weeding and maintenance may be changed after consultation with or a request by the City.
4. Fall cutbacks and cleanup will be done during the end of the season (approximately October). Contractor will cut back and/or prune, any perennials/shrubs, grasses, or other plant material located within the planting beds as may be required by species. Plant material left for winter interest may be kept in place in consultation with the City. All plant waste material and other debris shall be removed as part of the planting bed cleaning to keep the beds free of any plant waste or debris.
5. If the plant material needs any treatment for any disease contracted by the plants, the contractor must comply with the application and potential reporting documentation required by the City of South Portland's ordinances.
6. The treatment plant site has a number of stone drainage areas around the site and also next to the entry roadway that will require maintenance. These drainage areas facilitate infiltration of stormwater from impervious areas and need maintenance to be done on a periodic basis. The work would include weeding out the plant material, adding stone where it may be necessary, and replacing landscape edging if needed. This work can be done on a time and materials per project basis.

City of South Portland

WRP Lawncare/Landscaping Services Bid

Contractor Bid Form

Lawncare (For a Single Season)

Treatment Plant Mowing Maintenance:

Thatching, Per Event \$ _____

Regular Weekly Mowing, Lump Sum (20 Mowings) \$ _____

Additional Mowings, Per Event \$ _____

Pumping Stations Mowing Maintenance:

Regular Weekly Mowing, Lump Sum (12 Mowings) \$ _____

Additional Mowings, Per Event \$ _____

Total Regular Weekly Mowings: \$ _____
(DO NOT include additional mowing in seasonal total)

Landscaping (For a Single Season)

Landscaper, Cost/hr/person \$ _____

Authorized Signature: _____

Bidder Information / Contacts:

Bidder: _____

Contact Information and email: _____

Subcontractor: _____

Contact Information: _____

**ATTACH A LIST OF AT LEAST THREE REFERENCES WITH NAMES & TELEPHONE NUMBERS
ATTACH A COPY OF MCL OR MCLS CERTIFICATION**

**AGREEMENT
BETWEEN CITY OF SOUTH PORTLAND, MAINE
AND
(NAME LAWNCARE/LANDSCAPE VENDOR)**

This **AGREEMENT** is made this day of _____, 2020 by and between the **CITY OF SOUTH PORTLAND**, a body politic and corporate, located in the County of Cumberland and State of Maine (hereinafter the "**CITY**"), and _____, a Maine _____ [type of entity], with a mailing address of _____ (hereinafter the "**VENDOR**").

WITNESSETH:

WHEREAS, the **CITY** has set out in the detail the objectives of its use of a LAWNCARE/LANDSCAPE SERVICES firm and the scope of the services that the firm will be asked to provide in the **Invitation to Bid**, Bid # ____ LAWNCARE/LANDSCAPE SERVICES FOR WATER RESOURCE PROTECTION, which is attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, the **VENDOR** submitted a proposal dated _____ for said services, which is attached hereto and incorporated herein by reference as **Exhibit B**; and

WHEREAS, the **VENDOR** agrees to provide lawncare/landscape services beginning April 1st, 2020 in accordance with **AGREEMENT**;

NOW, THEREFORE, the parties do hereby agree as follows:

1. SERVICES

VENDOR agrees to provide the personnel, supplies, equipment, and labor necessary to perform the lawncare/landscaping services by the specifications as outlined in **Exhibit A**. Any substantial change or addition to the scope of lawncare and landscape services shall be agreed upon in writing by **CITY** and **VENDOR**. **VENDOR** agrees to perform Additional Services, if any, at rates defined in the original scope or to be determined based on the nature of the services involved. Authorization of performance of any Additional Services shall be agreed upon in writing in advance by the City. The restatement in this **AGREEMENT** of any term of the Invitation to Bid or the **VENDOR**'s Proposal shall not be deemed to waive any term not so restated. If any disagreement is found between the Invitation to Bid or the **VENDOR**'s Proposal and this **AGREEMENT**, then this **AGREEMENT** shall govern; and the Invitation to Bid shall govern over the **VENDOR**'s Proposal, to the extent they disagree; provided, however, that this and its attachments shall be construed to be supplemental to one another to the extent possible.

2. SCHEDULE

The initial term of this **AGREEMENT** shall be for a two (2) year period beginning on the date of the contract signing unless terminated earlier as provided for herein. The **CITY** shall have the option to renew this **AGREEMENT** automatically for two (2) successive one (1) year optional terms, on the same terms and conditions exercised in the first two-year term. The **CITY** shall be deemed to

have exercised an option if, by thirty (30) days prior to the end of the current term, the **CITY** has notified the **VENDOR** in writing of its decision to exercise the option for the following one year term.

3. FEES

VENDOR shall submit an itemized monthly statement for services performed under this **AGREEMENT**, and, if requested, show hours spent and tasks performed at the per event, per hour, or lump sum rate as accepted by the City in the Contractor Bid Form attached hereto as part of Exhibit B. **VENDOR's** invoice shall be paid by **CITY** within thirty (30) days of receipt.

4. PERSONNEL, INDEPENDENT CONTRACTOR

VENDOR represents that it has, or will secure at its expense, all personnel required in performing services under this **AGREEMENT**. Such personnel shall not be officers or employees of the **CITY**, nor have any contractual relationship with the **CITY**. **VENDOR's** Representative hereunder shall be _____, and any deletion or change in the Representative shall be the responsibility of the **VENDOR** to notify the **CITY** of the change.

VENDOR further agrees that, consistent with its status as an independent contractor, that its personnel will not hold themselves out to be, nor claim to be officers, employees or agents of the **CITY** by reason of this **AGREEMENT**.

5. STANDARD OF PERFORMANCE

VENDOR shall be and remain, fully responsible to the **CITY** for completeness, sufficiency and accuracy of all services furnished by or under this **AGREEMENT** and shall, without additional cost or fee to the **CITY**, correct and revise any errors or deficiencies in its performance and shall pay **CITY** for any loss, damages, or costs, including reasonable attorney's fees, resulting from **VENDOR's** breach of this **AGREEMENT** or costs incurred by the **CITY** for the replacement or correction of any part of the services hereunder which is deficient, or defective.

CITY shall provide **VENDOR** with prior written notice of any errors or deficiencies in its performance prior to replacement or correction of any work and prior to incurring any legal fees related thereto and shall give the **VENDOR** a reasonable time under the circumstances to correct said error or deficiency.

6. CITY'S REPRESENTATIVE

The **CITY's** Director of Water Resource Protection or his authorized designee, shall act as the **CITY's** representative in all dealings with the **VENDOR**.

7. INDEMNIFICATION

To the fullest extent permitted by law, **VENDOR** shall defend, indemnify and hold harmless the **CITY**, its officers, agents and employees, from and against all claims, damages, losses, and

expenses, just or unjust, including, but not limited to, costs of defense and reasonable attorney's fees, arising out of or resulting from the performance of this **AGREEMENT**, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any intentional misconduct or negligent act or omission of **VENDOR**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Such obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the **CITY** which otherwise exists. The extent of the indemnification provision shall not be limited for insurance in this **AGREEMENT**.

7. INSURANCE

The **VENDOR** shall not commence work under this **AGREEMENT** until it/s/he has obtained all insurance required under this paragraph and such insurance has been reasonably approved by the **CITY**, nor shall the **VENDOR** allow any subcontractor to commence work on his/her/its subcontract until all similar insurance required of subcontractor has been so obtained and reasonably approved.

It is a requirement that the CITY be named as an Additional Insured on the General Liability and Automobile Liability policies.

(a) **Commercial General Liability** to include products and completed operations, and blanket contractual. The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$500,000
Personal Injury and Advertising Injury	\$500,000
Per Project Aggregate	\$500,000
General Aggregate	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000
Medical Payments	\$10,000

(b) **Business Automobile Liability**

The **VENDOR** shall maintain and cause all subcontractors to maintain business automobile liability insurance covering all owned, non-owned, leased, rented or hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
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Automobile physical damage coverage shall be at the option of the **VENDOR** and all subcontractors. The **CITY** shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile unless caused by **CITY's** negligence.

(c) **Workers' Compensation Insurance**

The **VENDOR** shall maintain and cause all subcontractors to maintain Workers' Compensation and Employers Liability in accordance with the laws and regulations of the State of Maine. The limits of liability provided shall be as follows:

Coverage A: Statutory

Coverage B: \$100,000/\$500,000/\$100,000

- (d) **Certificates of Insurance** of the types and in the amounts required shall be delivered to the **CITY** prior to the commencement of any work by the **VENDOR**.
- (e) The Certificate of Insurance and the policies of insurance shall include a thirty (30) day notice to the **CITY** of cancellation, non-renewal or material change in coverage or form.
- (f) It is required that the **CITY** be named as an Additional Insured on the General Liability policies.
- (g) The **VENDOR** and his/her/its surety shall indemnify and save harmless the **CITY**, its officers, agents and employees, from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the said **VENDOR**; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect, or misconduct of said **VENDOR**; or because of any claims or amounts recovered from any infringements or patent trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act" or of any other law, ordinance, order or decree.
- (h) **Waiver of Subrogation**
Payment of any claim or suit or any insurance company on behalf of the **CITY** shall not constitute a waiver of subrogation against the **VENDOR** or any subcontractor in the event that such claim or suit was caused by or contributed to as a result of the negligent acts of the **VENDOR** or any subcontractors.

9. **TERMINATION**

The **CITY** may terminate this **AGREEMENT** for cause by written notice to the **VENDOR**. In the event of such termination, **VENDOR** shall not be entitled to any further payment under this **AGREEMENT** from the date of receipt of said Notice.

The **CITY** shall have the right to terminate this **AGREEMENT** at any time for its convenience on prior written notice to **VENDOR**. If the **AGREEMENT** is terminated by the **CITY** for convenience, the **CITY** shall pay the **VENDOR** for all work satisfactorily performed pursuant to this **AGREEMENT** prior to receipt of such notice.

10. **NO ASSIGNMENT**

Neither party to the **AGREEMENT** shall assign the **AGREEMENT** or sublet it as a whole without the written consent of the other, nor shall the **VENDOR** assign any moneys due or to become due to it hereunder, without the previous written consent of the **CITY**.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

11. NON-WAIVER

Except as expressly provided in this **AGREEMENT**, the failure or waiver, or successive failures or waivers on the part of either party hereto, in the enforcement of any condition, the covenant, or section shall not render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breach thereof.

12. NOTICE

All notices required or permitted under this **AGREEMENT** shall be in writing and shall be deemed sufficiently served if sent by First Class Mail addressed as follows, or such other address as a party may designate in writing from time to time:

VENDOR: Vendor
Address
City/Town, Maine
Attn: _____

CITY: City of South Portland
Water Resource Protection
PO Box 9422
South Portland, ME 04116-9422
Attn: Director

13. COMPLIANCE WITH LAW

In its performance under this **AGREEMENT**, **VENDOR** will comply with all applicable federal, State of Maine, and local laws, including but not limited to all laws prohibiting discrimination in employment on the basis of race, color, religion, national origin, mental or physical handicap, age or gender or sexual orientation.

This **AGREEMENT** shall be construed under the laws of the State of Maine without regard to its principles of conflicts of law.

IN WITNESS WHEREOF, the **CITY OF SOUTH PORTLAND** has caused this **AGREEMENT** to be signed by the Director, Water Resource Protection Department, thereunto duly authorized, and Lawncare/Landscape Vendor has caused this **AGREEMENT** to be signed by _____, its _____, thereunto duly authorized, the day and date first above written.

CITY OF SOUTH PORTLAND

BY: _____

Witness

BY: _____

Patrick Cloutier, Director of Water Resource Protection

VENDOR

BY: _____
Witness

BY: _____
Its President/Member/Manager