

# City of Auburn, Maine

*"Maine's City of Opportunity"*

## Financial Services



March 17, 2015

Dear Bidder:

The City of Auburn is accepting written proposal for the Auburn Public Services Department for **HERBICIDE SPRAYING**. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality the City may determine necessary. The City also reserves to itself the exclusive right to accept any proposals when it is deemed by the City to be in its best interest. The City of Auburn is governed by Title 1 M.R.S.A. § 401-410, otherwise known as the Freedom of Information Act, which considers bid specifications as public documents. In awarding any proposal, the City may consider, but not be limited to, any of the following factors: Bidder qualifications, price, experience, financial standing with the City, warranties, references, bonding, delivery date, and service of Bidder. Vendors/Contractors shall be current on all amounts due to the City of Auburn prior to the City entering into any contract agreement. All proposals must include FOB to Auburn, Maine unless otherwise specified.

Proposals will not receive consideration unless submitted in accordance with the following instructions bidders.

Please mark sealed envelopes plainly: **"HERBICIDE SPRAYING – Bid #2015-027"**.

Questions regarding this Request for Bids should be directed to Gary Wadsworth, Operations Manager, at (207) 333-6601, ext. 2153.

Please submit your proposal to the City of Auburn by 2:00 p.m. **Thursday, April 2nd, 2015**. Proposals will be opened at 2:00 p.m. Proposals must be delivered to **Derek Boulanger, Facilities Manager/ Purchasing Agent, 60 Court Street, Auburn, Maine 04210** on or before the date and time appointed. No proposals will be accepted after the time and date listed above.

Sincerely,

Derek Boulanger  
Facilities Manager/  
Purchasing Agent

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## CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Bidders shall use the enclosed bid form for quotations. Whenever, in bid forms, an article is defined by using a trade name or catalog number, the term "or approved equal", if not inserted, shall be implied.
2. Submit a separate unit price for each item unless otherwise specified in the bid request. Award will be made on a basis of each item, or as a group, whichever is in the best interest of the City. Prices stated are to be "delivered to destination".
3. Bid proposals must be completed in full, in ink and must be signed by firm official. Bid proposal **must be notarized** prior to bid being sealed and will be disqualified if not notarized. Bids may be withdrawn prior to the time set for the official opening.
4. Bids will be opened publicly. Bidders or representatives may be present at bid opening.
5. Awards will be made to the lowest responsible bidder, considering the quality of the materials, date of delivery, cost which meets specification and is in the best interest to the City of Auburn.
6. All transportation charges, including expense for freight, transfer express, mail, etc. shall be prepaid and be at the expense of the vendor unless otherwise specified in the bid.
7. The terms and cash discounts shall be specified. Time, in connection with discount offered, will be computed from date of delivery at destination after final inspection and acceptance or from date of correct invoice, whichever is later.
8. The City is exempt from payment of Federal Excise Taxes on the articles not for resale, Federal Transportation Tax on all shipments and Maine Sales Tax and Use Taxes. Please quote less these taxes. Upon application, exemption certificate will be furnished with the Purchase Order when required.
9. Time of delivery shall be stated. If time is of the essence, the earliest date may be a factor in the bid award.
10. No contract may be assigned without the written consent of the Finance Director or her designate. The contract shall not be considered valid until a purchase order has been issued to the successful bidder.
11. Please state "**HERBICIDE SPRAYING – Bid # 2015-027**", on submitted, sealed envelope.
12. The City of Auburn reserves the right to waive any formality and technicality in bids whichever is deemed best for the interest of the City of Auburn.

## GENERAL CONDITIONS

### **1. Equal Employment Opportunity**

The City of Auburn is an Equal Opportunity Employer and shall not discriminate against an applicant for employment, and employee or a citizen because of race, color, sex, marital status, physical and/or mental handicap, religion, age, ancestry or natural origin, unless based upon a bona-fide occupation qualification. Vendors and contractor or their agents doing business with the City shall not violate the above clause or the Civil Rights Acts of 1964. Violations by vendors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract or service to the City of Auburn.

### **2. Save Harmless**

The Bidder agrees to protect and save harmless the owner from all costs, expenses or damages that may arise out of alleged infringement of patents of materials used.

### **3. Subcontracting**

The Bidder shall not subcontract any part of the work or materials or assign any monies due it without first obtaining the written consent of the municipality. Neither party shall assign or transfer its interest in the contract without the written consent of the other party.

### **4. Warranty**

The Bidder warrants that all work will be of good quality and free from faults and defects, and in conformance with the specifications. All work not so conforming to these standards may be considered defective. The Bidder agrees to be responsible for the acts and omissions of all of its employees and all subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Bidder.

**SCOPE OF WORK**

The City of Auburn would like to hire a competent contractor to provide monthly herbicide treatment to control weeds along curbing, sidewalks, guardrails, parks areas, trails and traffic islands on designated streets and all other incidental work as necessary to satisfactorily provide the services as outlined or implied in the Specifications

The contractor shall provide all labor and equipment necessary for monthly herbicide treatments.

**Work is to commence no later than May 4, 2015 and applications will be made monthly until the first week in October. All work relative to the proposal must be completed by October 1, 2015.**

**CONTRACTOR/VENDOR INFORMATION**

Please include the following information:

1. Name, address, and brief history of the firm.
2. Method that would be used apply herbicide.
3. The names of clients who may be contacted for reference, at least two for whom relative services were provided.

You are invited to include information not covered above which you feel may be useful and applicable to this proposal.

**SPECIFICATIONS**

The contracted firm shall:

- Provide monthly herbicide treatment to control weeds along curbing, sidewalks, guardrails, playground equipment and traffic islands on designated streets and all other incidental work as necessary to satisfactorily provide the services as outlined or implied in the Specifications. Please refer to attached map and list of areas. The quantities stated in the “Contract and Proposal” are estimates and it is the responsibility of the contractor to visit the site and verify the quantities. All designated sidewalks, roadsides and traffic islands will receive herbicide applications once per month.

- Obtain all required permits, licenses, certificates and inspections, both permanent and temporary. The contractor and staff shall be licensed and authorized to do this specific type of work within the State of Maine.
- Perform the work at those times of the day when there are few or no members of the general public present (night time work would be acceptable).
- Furnish all labor, signage, traffic control (barriers and/or flaggers as may be applicable), chemicals/materials, protective clothing, transportation and equipment necessary to perform the work in accordance with the best trade practices.
- Coordinate the schedule for the performance of any work associated with the contract (including identifying the date and approximate time of day each street/area is to receive herbicide applications) with the City Arborist.
- Provide two (2) copies of all M.S.D.S. for all products and materials to be used in the performance of this contract prior to performing any work. The M.S.D.S. will be provided to the Department of Public Services and the City Arborist.
- Remove and properly dispose of all waste material generated by the contracted firm.
- CLAIMS: The City of Auburn will not be held responsible for any damages or injuries arising out of any herbicide application done by the contractor. Any related claim will be referred to the Contractor. The contractor may wish to make personal restoration within a reasonable amount of time at the property owner's satisfaction or process a claim with their insurance carrier.
- Be in compliance with, and continue to maintain any and all State and Federal Regulations, which pertain to Work Zone Traffic Control as described in the "Manual on Uniform Traffic Control Devices"(MUTCD).
- Instruct employees they shall coordinate their services in conjunction with the supervisor or his/her designee of the various construction and maintenance projects.
- Provide the City with a list of references including names, addresses and telephone numbers of the firm, contact person and length of the services provided.
- Remove any employee(s) who are not performing to the standards set forth in this bid specification or as requested by the City, and replace them with qualified replacements.

Failure to meet and adhere to requirements in this bid specification may result in dismissal of the contracted company.

Following is a complete list of all the streets, parks, playgrounds, trails, esplanades, traffic islands, and planted areas covered under the herbicide weed control contract. All streets listed include sidewalks on both sides.

**APPLICATION AREAS - PARKS/TRAILS/ESPLANADE**

LOCATION	DESCRIPTION
Auburn Hall/Parking Garage	Parking Area/Esplanades
Benjamin St @ Union St	Paved Traffic Island
Bonney Park, Main St	Mulched Areas/Playground Area
Broad St @ Second St	Paved Traffic Island
Center St from Joline Dr to Turner St	Paved Traffic Islands and Slope Areas
Chestnut St Park	Basketball Court/Playground Areas
Court St @ Great Falls Plaza	Paved Traffic Island
Drummond St Park	Playground Area
Drummond St Parking Lot	Curblin/Mulched Area
Edward Little Park (Main & Academy)	Paved Pathways
Elm St @ Minot Ave	Paved Traffic Island
Festival Plaza, Main St	Park Area/Brick Pavers/Concrete Pad
Fourth St @ South Main St	Paved Traffic Island
Gracelawn Rd @ Mt Auburn Ave	Paved Traffic Island
Great Falls Palza @ Court St	Paved Traffic Island
Joline Dr @ Center St	Paved Traffic Islands
Little Andy Park, Second St	Paved Pathway/Mulched Area/Playground Area
Longley Bridge Park Area	Paved Pathway/Mulched Areas
Lown Monument	Grass & Mulched Area
Main St Art Wall	Grass & Mulched Area/Plantings
Mechanics Row Parking Lot	Parking Area/Esplanades
Minot Ave @ High St & Washington St	Paved Traffic Islands
Minot Ave @ Manley Rd	Paved Traffic Islands
Moulton Park, Main St	Paved Pathway/Mulched Area/Skateboard Park
Mount Auburn Ave	Mulched/Grass/Paved Traffic Islands and Plantings
PAL Center - Chestnut St	Playground Area
Parker St @ Turner St	Paved Traffic Island
Pettengill Park	Two Playground Areas/Parking Area
Poland Rd @ Hotel Rd	Paved Traffic Island
Raymond Park, South Main St	Playground Area
River Walk @ Gritty's	Paved Pathway/Stairway/Plantings
River Walk from West Pitch Park to Bonney Park	Paved Pathway/Poison Ivy Areas
South Main St @ Fourth St	Paved Traffic Island
South Main St @ Mill St	Paved Traffic Island
Stetson Rd @ Center St	Paved Traffic Island
Turner St @ Gracelawn Rd	Paved Traffic Island
Turner St from Center to Hampshire	Paved Traffic Islands
Turner St from Hampshire to Court	Mulched Planting Bed in front of the Y.M.C.A
Union St from Turner St to Court St	Paved Traffic Islands
Veterans Bridge Ramps	Paved Traffic Islands/Memorial Monument Grass Area
Washington St @ Rotary	Paved Traffic Island
West Pitch	Paved Pathway/Poison Ivy Areas

**APPLICATION AREAS - CURBLINE/SIDEWALK**

STREET	FROM	TO
Academy St	ALL	
Broad St	Lown Bridge	Sixth St
Center St	Stetson Rd	Turner St
Charles St	Entire Street	
Cook St	Second St	Sixth St
Court St	ALL	
Dennison St	ALL	
Drummond St	ALL	
Dunn St	Second St	Sixth St
Elm St	ALL	
Fairmount St	ALL	
Fairview Ave	ALL	
Fifth St	Mill St	Dunn St
Forest Ave	Entire Street	
Fourth St	Broad St	Dunn St
Goff St	Gamage Ave	Court St
Great Falls Plaza Rd	ALL	
Grant St	ALL	
Grove St	ALL	
Hampshire St	ALL	
Harris St	ALL	
High St	ALL	
Highland Ave	Court St	Western Prom
Hunton Pl	ALL	
James St	ALL	
Joline Dr	ALL	
Lake St	Court St	Undercliff Rd
Laurel St	ALL	
Library Ave	ALL	
Main St	ALL	
Mill St	Riverside Dr	Fifth St
Miller St	ALL	
Minot Ave	Court St	Garfield Rd
Mechanics Row	ALL	
Mount Auburn Ave	Center St	Gracelawn Rd
Mount Auburn Ave Ramps E & W	ALL	
Myrtle St	ALL	
Newbury St	ALL	
Oak St	ALL	
Pearl St	ALL	

Pine St	ALL	
Pleasant St	ALL	
Railroad St	ALL	
Riverside Dr	Broad St	Brook St
Rotary	ALL	
School St	ALL	
Second St	Mill St	Dunn St
South Main St	Mill St	Dunn St
Spring St	ALL	
Summer St	Union St	Vining St
Third St	Mill St	Dunn St
Troy St	Turner St	Hampshire St
Turner St	Joline Dr	Mayfield Rd
Turner St	Union St	Court St
Union St	Court St	
Vernon St	Center St	Whitney St
Veterans Memorial Bridg Ramp E & W	ALL	
Vine St	ALL	
Washington St North	Court St	Brickyard Circle
Washington St South	Court St	Brickyard Circle
Webster St	ALL	
Western Ave	ALL	
Western Prom	Gamage Ave	Lake St
Whitney St	Lake Auburn Ave	Center St
Willow St	ALL	
Winter St	ALL	

The estimated total mileage of the spray area is approximately 50 miles. Maps of these areas are available upon request.

**SAMPLE AGREEMENT**

THIS AGREEMENT is made this ### day of *Month Year*, by and between the CITY OF AUBURN, a municipal corporation existing under the laws of the State of Maine and located in the County of Androscoggin, State of Maine (hereinafter "CITY"), *Company Name, Address, EIN*, (hereinafter "CONTRACTOR"),

**WITNESSETH:**

In consideration of the mutual covenants and conditions contained herein, the CITY and the CONTRACTOR agree as follows:

**SPECIFICATIONS:**

1. The CONTRACTOR shall furnish all of the material and perform all of the work shown on the drawings and described in the specifications entitled: *Bid # XXXXX Bid Title* which are attached hereto and made a part hereof, and the CONTRACTOR covenants that it shall do everything required by this Agreement, the Special Provisions of the Agreement, the Invitation to Bid and the Specifications in return for payment as provided herein.

**COMPLETION DATE:**

2. The work to be performed under this Agreement shall be commenced by *Month day, year* and fully completed on or before *Month day, year*.

**CONTRACT PRICE:**

3. The CITY shall pay the CONTRACTOR for the performance of the Agreement the sum of \$*XXX*

**PERFORMANCE BOND:**

4. If required by the City, the CONTRACTOR shall furnish to the CITY at the time of the execution of this Agreement a performance bond and a labor and material payment bond each in the amount of *\$Dollar amount or N/A (whichever applies)* executed by a surety company satisfactory to the CITY, guaranteeing the performance and payment by the CONTRACTOR.  Yes, Required (Initials: )  No, Waived (Initials )

**GUARANTEE:**

5. The CONTRACTOR shall guarantee his work against any defects in workmanship and materials for a period of one year from the date of the CITY's written acceptance of the project.

**PERMITS AND LICENSES:**

6. Permits and licenses necessary for the prosecution of the work shall be secured and paid by the CONTRACTOR.

**CITY'S RIGHT TO TERMINATE CONTRACT:**

7. If the CONTRACTOR should be adjudged a bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if it should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, and ordinances, or otherwise be guilty of a substantial violation of any provision of the Agreement, then the CITY when sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the CONTRACTOR, and his surety, seven (7) days written notice, terminate the employment of the CONTRACTOR and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Agreement price shall exceed the expense of the finishing the work, including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the CITY.

**CONTRACTOR'S LIABILITY INSURANCE:**

8. The CONTRACTOR shall not commence work under this Agreement until he has obtained all insurance required under this paragraph and such insurance has been approved by the CITY, nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar insurance required of subcontractor has been so obtained and 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	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Per Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Medical Payments	\$10,000

- (b) **Business Automobile Liability**

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractors 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 CONTRACTOR, all sub-contractors and lower tier contractors. The CITY shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

**(c) Workers' Compensation Insurance**

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractor's 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) Professional Liability**

If the CONTRACTOR is an Architect, Engineer or Surveyor, they shall maintain a policy of insurance to pay on their behalf whatever amounts that may become legally required to pay on account of an error, omission or negligent act.

Limits of Liability shall be as follows:

\$1,000,000 per occurrence and in the aggregate site specific.

It is a requirement that this policy be maintained for a period of three (3) years following completion of the project.

(e) **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 CONTRACTOR, subcontractor or lower tier contractor or any person or entity working at the direction or under control of the CONTRACTOR. The CONTRACTOR shall assume the obligation and responsibility to confirm insurance coverage for all sub-contractors or lower tier contractors who will participate in the project.

(f) The Certificate of Insurance and the policies of insurance shall include a sixty (60) day notice to the CITY of cancellation, non-renewal or material change in coverage or form.

(g) The CONTRACTOR and his surety shall indemnify and save harmless the CITY, his officers 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 CONTRACTOR; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in construction of the work; or because of any act or omission, neglect, or misconduct of said CONTRACTOR; 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; and so much of the money due to the said CONTRACTOR under and by virtue of his/her contract as shall be considered necessary by the CITY for such purpose, may be retained; or in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims, for

injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the CITY.

**(h) Waiver of Subrogation**

Payment of any claim or suit including any expenses incurred in connection therewith by the CITY, or any insurance company on behalf of the CITY shall not constitute a waiver of subrogation against the CONTRACTOR, sub-contractors or any lower tier contractor in the event that such claim or suit was caused by or contributed to as a result of the negligent acts of the CONTRACTOR, any sub-contractors or lower tier contractors.

**(i) Construction Agreement**

The CONTRACTOR shall and does hereby agree to indemnify, save harmless and defend the CITY from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damages to property, caused by the CONTRACTOR, his employees, agents or sub-contractors or in any way attributable to the performance and execution of the work herein contracted for, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and suppliers, injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorney's fees, costs of investigation and defense. It is the intention of this paragraph to hold the CONTRACTOR responsible for the payment of any and all claims, suits, or liens, of any nature character in any way attributable to or asserted against the CITY, or the CITY and the CONTRACTOR, which the City may be required to pay. In the event the liability of the CONTRACTOR shall arise by reason of the sole negligence of the CITY and/or the sole negligence of the CITY's agents, servants or employees, then and only then, the CONTRACTOR shall not be liable under the provisions of this paragraph.

**DAMAGES:**

9. The CONTRACTOR shall defend, indemnify and save harmless the CITY and all persons acting for or in behalf of it against all claims for injuries (including death), loss or damage, arising out of the performance out this contract.

**LIENS:**

10. Neither the final payment nor any part of the retained percentage shall become due until the CONTRACTOR, if required, shall deliver to the CITY a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but the CONTRACTOR may, if any SUB-CONTRACTOR refuses to furnish a release or receipt in full, furnish a bond satisfactory to the CITY to indemnify it against any lien. If any lien remains unsatisfied after all payment are made, the CONTRACTOR shall refund to the CITY all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

**ASSIGNMENT:**

11. 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 CONTRACTOR assign any moneys due or to become due to it hereunder, without the previous written consent of the CITY.

**SUBCONTRACTS:**

12. The CONTRACTOR shall not sublet any part of this Agreement without the written permission of the CITY. The CONTRACTOR agrees that it is as fully responsible to the CITY for the acts and omissions of its SUB-CONTRACTORS and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

**USE OF PREMISES:**

13. The CONTRACTOR shall confine its apparatus, the storage of materials and operations of its workers to limits indicated by law, ordinance and permits and shall not otherwise unreasonably encumber the premises with its materials. If any part of the project is completed and ready for use, the CITY may, by written and mutual consent, without prejudice to any of its rights or the rights of the CONTRACTOR, enter in and make use of such completed parts of the project. Such use or occupancy shall in no case be construed as an acceptance of any work or materials.

**CLEANING UP:**

14. The CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work it shall remove all its rubbish from and about the project, and all its tools, scaffolding and surplus materials and shall leave its work "broom-clean" or its equivalent, unless more exactly specified. In case of dispute, the CITY may remove the rubbish and charge the cost to the CONTRACTOR.

**PAYMENTS:**

15. Unless otherwise agreed to, the CITY shall make payments on account of the Agreement as follows:

Within 30 days, as invoices are submitted for work completed to the satisfaction of the CITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Witness Finance Director

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Witness Contractor