

City of Auburn, Maine

"Maine's City of Opportunity"

Financial Services

August 4, 2014

Dear Consultant:

The City of Auburn is accepting written proposals from qualified consultants/firms to provide professional services for the for **"the restoration, re-establishment, and rehabilitation of forested and scrub shrub wetlands and control of evasive species to 10.6 acres, and known as the Dingley Estates Pooled Mitigation Site in accordance with the approved Army Corps of Engineers (ACOE) Mitigation Plan entitled "Wetland and Stream Compensation ACOE #NAE-2006-02238"**. The City reserves the right to accept or reject any or all Statement of Qualifications 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 Statement of Qualifications 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 future 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 Consultant. Consultants shall be current on all amounts due to the City of Auburn prior to the City entering into any contract agreement.

Proposals will not receive consideration unless submitted in accordance with the following instructions to bidders. Please mark sealed envelopes plainly: **"Dingley Estates Pooled Mitigation Site Project RFP – Bid #2015-002"**. Documents can be obtained electronically on the City of Auburn's website <http://www.auburnmaine.gov/Pages/Government/Bid-Notices>

Questions regarding this Request for Proposals should be directed to Alan S. Manoian, Economic Development Specialist, at amanoian@auburnmaine.gov or telephone 207-333-6601 ext. 1214.

Please submit your proposal to the City of Auburn by 2:00 p.m. **August 22th, 2014**. 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. Proposals will be opened at 2:00 p.m. on that date.

Sincerely,

Derek Boulanger
Facilities Manager/Purchasing Agent

Request for Proposals

I. PROJECT DESCRIPTION

On behalf of the Auburn Business Development Corporation, Inc. (ABDC), the City of Auburn, Maine is seeking a qualified consultant/firm to provide professional services for the “restoration, reestablishment, and rehabilitation of forested and shrub scrub wetlands and control of invasive species to 461,736 sq. ft (10.6 acres), and known as the Dingley Estates Pooled Mitigation Site, that were previously dewatered and disturbed through grading, drainage, and associated past agricultural activities”.

Mitigation, mitigation monitoring and preservation shall be performed in accordance with the attached mitigation plan entitled, “Wetland and Stream Compensation ACOE #: NAE-2006-02238 (Phase 2) Auburn Industrial Subdivision, off Lewiston Junction Rd., Auburn, ME prepared by Jones Associates, Inc. 63 Tucker Lane, Poland, Maine and dated “May 2012, Revised September 2012”.

In addition, mitigation, mitigation monitoring and preservation shall be performed in accordance with the USACOE “New England District Compensatory Mitigation Guide”;

<http://www.nae.usace.army.mil/Portals/74/docs/regulatory/Mitigation/CompensatoryMitigationGuidance.pdf>

USACOE Regulatory Guidance Letter – **Compensatory Mitigation for Losses of Aquatic Resources, Final Rule** – Dept. of the Army 333 CFR Parts 325 and 332

http://www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits/mitig_info.aspx

II. INSTRUCTIONS TO INTERESTED PARTIES

The terms, firm or consultant may be used interchangeably and shall mean any person, partnership, association, corporation, or other entity, which is submitting a proposal to undertake this work.

Consultants wishing to be considered shall comply with all instructions included herein.

a. Eligible Consultants

Eligible consultants shall be able to demonstrate ability to carry out the assignment. It shall be the responsibility of the consultant to demonstrate that all persons to be assigned to this work have the skills necessary to complete it.

b. Proposal Format

Proposals shall contain the following information:

1. Description of services to be provided;
2. Cost Proposal;
3. Project Schedule;
4. Description of how your firm will meet the performance requirements of the ACOE Permit;
5. Estimated Completion Date;
6. Name, place of residence, business address and telephone number, resume of all responsible personnel participating in this project, and specify principal to be in charge;

7. Compensation broken down by tasks;
8. IRS employer and DUNS number of consultant;
9. Examples of past work done by the responsible personnel;
10. References.

c. Receiving Proposals

Proposals will be received by the Facilities/Purchasing Manager until **2:00 PM, August 22, 2014** at the office of Financial Services, Auburn Hall, 60 Court Street, Auburn, Maine after which time all further proposal submissions will be refused by the City. Four proposals should be delivered in an envelope that is marked "**Dingley Pooled Mitigation Site Project RFP**", Bid # 2015-002.

d. Withdrawal of Proposals

Any consultant may withdraw its proposal prior to the execution of a contract for services.

e. Contract Performance

Consulting services for this project shall be complete by September 2015.

f. Collusive Agreements

Each consultant submitting a proposal to the City for this contract shall state that the proposal is made without any connection with any other consultant making any proposal for the same work; and that no person acting for, or employed by the City of Auburn, is directly or indirectly interested in the proposal or in any contract which may be entered into which the proposal relates, or in any portion of the profits therefrom.

g. Conflict of Interest

The consultant shall certify that neither the consultant's firm nor its employees has any interest, financial or otherwise, beyond that which is to be specified.

h. Prohibition Against Payments of Bonus or Commission

The consultant shall not pay any bonus or commission for the purpose of obtaining the City's approval to receiving a consulting services contract.

i. Inspection of Site

Consultants should visit the area and fully acquaint themselves with the existing conditions and should inform themselves as to the facilities involved, the difficulties, and the restrictions attending to the performance of a contract. The consultant shall in no case be relieved of any contractual obligation due to failure to receive or examine any form or legal instrument or to visit the site and become acquainted with the existing conditions.

j. Insurance

The City will require that the consultant have insurance during the term of the contract as follows:

1. Statutory Workers Compensation
2. General Liability General Aggregate (\$2,000,000 minimum)
3. Automobile (\$1,000,000 minimum)
4. Employers Liability Insurance (\$1,000,000 minimum)

Consultants will name the City as an additional insured under its policies and will provide a Certificate of Insurance with provisions for a thirty day cancellation notice to the City.

III. SELECTION PROCESS

The selection of a consultant will be based on the proposal that best serves the interests of the City. The City will take into consideration the cost, the ability of the consultant to carry out the work in the allotted time, the firm's history of performance on similar or previous projects, and recommendations and opinions from firm's previous clients. The City reserves the right to reject any or all proposals, or to waive any irregularities.

IV. TASKS TO BE COMPLETED

The consultant/firm will:

The consultant's/firm's scope of work and the **Mitigation Performance Standards** for the ABDC Pooled Mitigation Site shall include:

1. Hydrology

- a. Install eight (8) monitoring wells with automated data logger; locations must be pre-approved by the ACOE.
- b. Design and construct mitigation system whereby water shall be within 12" of the surface for a minimum of 21 consecutive days in 50% of the years in the area proposed to have hydrology restored by breaking of existing tile drains. This area should be clearly identified on the plan entitled "Overall Compensation Plan Auburn Industrial Subdivision" as proposed wetland restoration/enhancement.
- c. Existing drainage tiles shall be broken and plugged every (50) fifty feet. If during the course of breaking the existing drainage tiles the consultant/contractor determines it necessary, a low elevation berm(s) across wetland swales may be installed to help detain surface runoff and insure wetland hydrology is evenly dispersed laterally but not impounded. Construction berm(s) should be planted with woody vegetation to provide added aerial coverage.

2. Vegetation

- a. Design and construct mitigation system whereby native species of woody vegetation (trees and shrubs) must be provided a minimum aerial coverage of 60% of the projected wetland area and 50% of the upland area buffer within 100' of the anticipated wetland boundary. In the projected area, no area without woody coverage shall exceed 0.1 acre.
- b. Design and construct mitigation system whereby native species of woody vegetation (trees and shrubs) must provide a minimum aerial coverage of 50% of the upland area buffer within 100' of the anticipated wetland boundary. In this upland buffer no areas without woody coverage shall exceed 0.25 acre. To insure the required 50% aerial coverage in the upland buffer areas within 100' of the anticipated wetland is attained by the end of the ten(10) year monitoring period, those areas shall be planted with seedlings of native trees and/or shrubs.

- c. Plant wetland species within Reed Canary Grass invasive area:
A combination of the following species to be planted (size 16''-24'')
(Total Density of combined species =>600/acre)
- Balsam Fir
 - Red Maple
 - Speckled Alder
 - Red Osier Dogwood
 - Black Willow
 - Arrowwood
 - Buttonbush
 - Winterberry
 - Nannyberry

V. COMPLIANCE WITH FEDERAL REGULATIONS

The consultant will be required to comply with all applicable federal regulations, standards and laws of the Community Development Block Grant Program including: OMB Circulars; Civil Rights Act of 1964; Executive Order 11246; Section 3 of the Housing and Urban Development Act of 1968; and Section 109 of the Housing and Community Development Act of 1974.

Contractors and sub-contractors should note that this project is being funded in part by (EDA) funds. As such, the resulting contractor and subcontractors will be required to meet all additional requirements of the EDA funds.

Federal Wage Rates, Davis-Bacon Act as amended (40 U.S. C 276a- 276a-5) apply to this project. All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. It is the responsibility of the Contractor, before bid opening, to request, if necessary, any additional information on Wage Rates for those trades people who are not covered by the applicable Wage Rates, but who may be employed for the proposed work under this contract.

Also See : Davis-Bacon Labor Standards: US Dept. HUD
<http://portal.hud.gov/hudportal/documents/huddoc?id=4812-LRguide.pdf>

ADVERTISEMENT: NOTICE TO CONTRACTORS

AUBURN BUSINESS DEVELOPMENT CORPORATION / CITY OF AUBURN, ME

Project Name: **Dingley Pooled Mitigation Site Project**

On behalf of The Auburn Business Development Corp., the City of Auburn will receive sealed bids for the Dingley Pooled Mitigation Site Project until **2:00PM** prevailing local time **August 22, 2014** at the Finance Department, Office-City Hall, 60 Court Street Auburn, Maine 04210. Bid documents shall be in clearly marked sealed envelopes titled: "Dingley Pooled Mitigation Site Project RFP #2015-002".

The project includes: the "restoration, reestablishment, and rehabilitation of forested and shrub scrub wetlands and control of invasive species to 461,736 sq. ft (10.6 acres), and known as the Dingley Estates Pooled Mitigation Site, that were previously dewatered and disturbed through grading, drainage, and associated past agricultural activities".

Project Location: 1018 Summer Street, Auburn, ME

Contractors and sub-contractors should note that this project is being **partial funded in part by Economic Development (EDA) funds**. As such, the resulting contractor and subcontractors will be **required to meet all additional requirements of the EDA funds**.

The entire project shall be completed by **September 30, 2015**.

The Contract Documents for the work maybe examined on the City of Auburn website at www.auburnmaine.gov/pages/government/bid-notice. The contractor will need to download and print the documents to obtain performance specifications and project provisions.

Submit technical questions in writing to the attention of: Alan S. Manoian, Economic Development Specialist, at amanoian@auburnmaine.gov no later than 5 business days before the scheduled bid opening.

Bid Bond

A certified check or bank draft payable to the City of Auburn or a satisfactory Bid Bond executed by the Bidder and a Surety Company in the amount equal to five percent (**5%**) of the **Bid** shall be submitted with each bid. No bid may be withdrawn for at least 60 days after receipt of bids unless released by the City of Auburn.

Minority and Woman Business Enterprises Requirements

Each bidder shall take special notice of the Guidance for use of Minority and Woman Business Enterprises in sub-agreements. Failure to complete the requirements of this program may result in finding that the bidder is non-responsible and therefore, not entitled to award of this contract. Complete requirements are detailed in the Bid Documents.

Nondiscrimination in Employment and Labor Standards.

Bidders on this work will be required to comply with the President's Executive Order No. 11246 and amendments or supplements to that Order. Specifically, bidders and contractors shall abide by the following:

- a. Contractors and subcontractors will not discriminate in employment practices
- b. Bidders must submit with their initial bid a signed Compliance Statement

- c. Bidders must, if requested, submit a Compliance Report
- d. Successful bidders must, if requested, submit a list of all subcontractors and a statement that their practices and policies are in conformity with Executive Order No. 11246.
- e. Successful bidders must comply in all respects with the contract provisions regarding nondiscrimination.

Federal Requirements

The Contractor must comply with all the Safety and Health Regulations (CFR29 part 1926 and all subsequent amendments) as promulgated by the US Department of Labor on June 24, 1974, the Department of Labor Regulations relating to Copeland "Anti-Kickback Act (18 U.S.C. 874) as supplemented by 29 CFR part 3, Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by 29 CFR part 5, and Occupational Safety and Health Standards (OSHA) (29 CFR part 1910).

The Contractor must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), and Executive Order 11738. Contractors are urged to become familiar with the requirements of these regulations.

The Contractor must comply with all requirements of the EDA Program. These include but are not limited to the Buy American Clause, Federal Wage Rates (Davis-Bacon) and obtaining of a Duns number.

The successful bidder must furnish within 10 calendar days after the Notice of Award the required number of copies of the signed Agreement, plus a Certification of Non-Segregated Facilities, 100% Performance Bond, 100% Payment Bond, a Completed Attachment A or B of Appendix II of the Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) Regulations and a complete list of sub-bidders and begin execution of this contract within 10 calendar days following the Notice to Proceed.

Disclaimer

The City of Auburn reserves the right to reject any or all Bids, to waive any technical or legal deficiencies, and to accept any Bid that it may deem to be in the best interests of the City of Auburn, to negotiate the contract Price with any Bidder, and to omit any item or items deemed advisable for the interest of the City of Auburn.

Pre-bid Conference

A pre-bid conference will be held on **August 13, 2014 at 10:00 a.m.** local prevailing time at the Auburn City Hall to present and review elements of the project. All prospective bidders are invited to attend.

INSTRUCTIONS TO CONTRACTORS

1. Balanced Bid

All unit price bid amounts shall be balanced. Balanced bid shall be, within reason, close to current industry standard rate for each unit. The Owner may disqualify any bids for being unbalanced. In the event a disagreement arises between the Owner and Bidder as to what constitutes an unbalanced bid, the final determination shall be made by the Engineer.

2. Safety Standards and Accident Prevention

With respect to all work performed under this contract, the contractor shall:

- a) Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No.75, Saturday, April 17, 1971.
- b) Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c) Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

INFORMATION FOR CONTRACTORS

1) PRICE

The City of Auburn, Maine (herein called the "City"), invites Bids on the forms attached hereto, all blanks in which must be appropriately filled in.

The City may consider informal, any Bid not prepared and submitted in accordance with the provisions hereof, and may waive any informalities in, or reject, any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. No CONTRACTOR may withdraw a Bid within sixty (60) days after the actual date of the opening hereof.

All blank spaces for Bid prices must be filled in using ink, indicating figures, with the unit price for the item or the lump sum for which the Bid is made.

2) PREPARATION OF BID

By the deadline of the Bid submittals, each CONTRACTOR will be presumed to have inspected the sites and to have read and to be thoroughly familiar with the Contract Documents including all addenda. The failure or omission of any CONTRACTOR to examine the sites or to receive any form, instrument, or documents shall in no way relieve any CONTRACTOR from any obligation with respect to his Bid.

The CONTRACTOR shall make his Bid from his own examinations and estimates, and shall not hold the City, its agents, employees or independent Engineer or his agents, hired by the City, responsible for or bound by any schedule. If any error in any Plan, Drawing, Specification or direction, relating to anything to be done under the contract, comes to his knowledge, he should report it at once to the City.

3) PROPOSAL SECURITY

Each Bid must be accompanied by a deposit of 5% of the amount proposed. This may be a properly certified check, bank treasurer's check, bank money order, cash, or Bid Bond. Checks and money orders shall be made payable to the City of Auburn. Such deposits will be returned to CONTRACTORS within a reasonable time after signing of the contract.

4) ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Specifications, or other Contract Documents will be made to any CONTRACTOR orally. Every request for such interpretation should be in writing, addressed to the Submit technical questions in writing to the attention of Alan S. Manoian, Economic Development Specialist, at amanoian@auburnmaine.gov no later than 5 business days before the scheduled bid opening. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Specifications which, if issues, will be mailed, emailed, or faxed to all prospective CONTRACTORS, at the respective addresses furnished for such purposes. Failure of any CONTRACTOR to receive any such addendum or interpretations shall not relieve any CONTRACTOR from any obligation under his Bid as submitted.

All addenda so issued shall become part of the Contract Documents.

5) AWARD OR REJECTION OF PROPOSALS

The CONTRACTOR to whom the award is made will be notified upon City review and approval of the bid. The City, however, reserves the right to reject any and all bids and to waive any informality in bids received, and to accept any bids whenever such rejection, waiver or acceptance is in the interest of the City. The City also reserves the right to reject the Bid of a CONTRACTOR who has previously failed to perform properly or complete on time contracts of a similar nature, or a Bid of a CONTRACTOR who is not in a position to perform the Contract. It is the intent of the City to award the project to the lowest responsive responsible bidder.

6) EXEMPTION FROM SALES TAX

All materials used in the construction that becomes a permanent part of the facility are exempt from the Maine State Sales Tax. The CONTRACTOR must comply with the regulations of the Bureau of Taxation.

7) TIME OF COMPLETION

The Contractor shall prosecute the work continuously until completion. All work under this contract shall be completed and ready for City acceptance by the dates specified herein after the notice to commence work.

8) DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

If the successful CONTRACTOR fails to sign and return the contract with the required certification of insurance within 14 calendar days after the date of the notice of award, his Bid will lapse at the election of the City and his Bid deposit shall be forfeited and retained by the City as an agreed amount of liquidated damages. Should any CONTRACTOR withdraw his Bid prior to contract signing, his deposit will be retained by the City as an agreed amount of liquidated damages.

9) PERMITS

Contractor shall be responsible for compliance with all State and Federal laws regarding natural resource protection, including the requirements set forth in MRSA Title 38, Chapter 420-C, Erosion and Sedimentation Control. As a minimum, the work shall comply with standard practices set forth in the "Maine Erosion and Sediment Control Handbook for Construction: Current publication of the Best Management Practices" prepared by Maine Department of Environmental Protection and requirements of the project plans. The City of Auburn has obtained a MDEP & USACOE pertaining wetland fills and stream crossing.

10) ENVIRONMENTAL REQUIREMENTS

The Contractor shall comply with all State and local environmental protection requirements, including, but not limited to control of dust from excavations and spillage of materials on highways and dust from rock drilling operations; compliance with local ordinances on burning; control of erosion and washing of materials, excavated slopes and embankments, and prevention of stream turbidity from dewatering and general earthwork operations, as further detailed in paragraph under "Permits", above; and obtaining and complying with any permits which may be required for disposal of excess construction excavation materials off-site.

11) LIST OF MATERIAL SUPPLIERS, SUBCONTRACTORS, EQUIPMENT SUPPLIERS

The Contractor shall supply to the City a complete list of all material suppliers, subcontractors and equipment suppliers at the time of the Contract signing. Failure to do so may result in the Contractor being disqualified from the Bid. In any event the project completion date will not be extended.

12) PAYMENT OF WORK

The Contractor shall be paid for the work performed under the provisions of this contract upon supplying signed lien waivers from all materials suppliers, subcontractors and/or equipment suppliers.

13) BONDS REQUIRED

- A. Bid Bond – The Contractor shall provide with his bid a Bid Bond, certified check or bank Check in an amount equal to **5%** of the total bid price.
- B. Performance Bond – A performance bond is required for this project.
- C. Payment Bond – A payment bond is required for this project.

14) OTHER

If any items contained herein are found to be in conflict with other provisions the Contract Documents, the stricter provision shall apply.

15) “OR EQUAL” CLAUSE

Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item or substitution is permitted, other items of material or equipment of other Suppliers may be submitted to the City for review under the circumstances described below:

If in the City’s sole discretion an item of material or equipment proposed by the Contractor is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by the City as an “or equal” item. A proposed item of material or equipment will be considered functionally equal to an item so named if:

In the exercise of reasonable judgment the City determines that: 1) it is at least equal in quality, durability, appearance, strength, and design characteristics; 2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and The Contractor certifies that: 1) there is no increase in cost to the City; and 2) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

16) SPECIAL LEGAL REQUIREMENTS

- 16.1 Any awarded contract will be funded in part by EDA Program. Neither the Economic Development Administration nor any of its departments, agencies, or employees is or will be a party to this Agreement. The word "AGENCY" has the meaning assigned in the General Conditions, as modified in the Supplemental Conditions.
- 16.2 Nondiscrimination in Employment: Each Bidder will be required to comply with the President's Executive Order No. 11246 and any amendments or supplements to this Executive Order. The basic requirements for bidders to comply with this order to provide Affirmative Action to Ensure Equal Employment Opportunity for Minorities and Women individuals in the construction industry are summarized as follows:
- A. Contracts for work under this proposal will obligate the contractors and the subcontractors not to discriminate in employment practices.
 - B. Bidders must submit with their initial bid a signed statement as to whether they have previously performed work subject to the President's Executive Order No. 11246, or any preceding similar Executive Order.
 - C. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.
 - D. Successful bidders must, if requested, submit a list of all subcontractors who will perform work on the project, and written signed statements from authorized agents on the project, and written signed statements from authorized agents of labor pools with which they will or may deal for employees on the work together with supporting information to the effect that such labor pool's practices and policies are in conformity with Executive Order No. 11246.
 - E. Successful bidders must be prepared to comply in all respects with the contract provisions regarding non-discrimination.

The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as established by the U.S. Department of Labor.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and on-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR

60-4. 3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed.

The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The contractor shall provide written notification to the appropriate Regional Office of the Office of Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

16.3 Minority and Women Business Enterprises Requirements: Each Bidder will be required to comply with the Minority and Women Business Enterprise (MBE & WBE) Regulations, (43 CFR 60.220). Each Bidder shall execute and submit from Section 0080 SC-20, Attachment A or B, as applicable, within 10 days after the Bid Opening. The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprise;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- F. Requiring the Prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this section.

The goals for this project shall be a minimum of 5.9% MBE and 0.5% WBE subcontractor participation. If these goals are not met the successful bidder must demonstrate a good faith effort in meeting the goals. In addition, the Contractor shall

submit to the Owner, a compliance report, (Form 334) listing the MBEs and WBEs, their work and the proposed amount of payment to each required to satisfy the requirements of this contract.

NOTE: The most recent copy of the Maine Department of Transportation's "Certified Disadvantaged Business Enterprise Directory" is available on the internet at the following address: <http://www.maine.gov/mdot/disadvantaged-business-enterprises/dbe-home.php>.

- 16.4 Department of Labor Regulations: The contractor must comply with all the Safety and Health Regulations (CFR29 Part 1926 and all subsequent amendments) as promulgated by the US Department of Labor on June 24, 1974; the Department of Labor Regulations relating to Copeland "Anti-Kickback Act (18 U.S.C. 874) as supplemented by 29 CFR Part 3; Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by 29 CFR Part 5, and Occupational Safety and Health Standards (OSHA) (20 CFR Part 1910). Contractors are urged to become familiar with the requirements of these regulations.
- 16.5 Environmental Regulations: The Contractor must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Contractors are urged to become familiar with the requirements of these regulations.

PROPOSAL

AUBURN BUSINESS DEVELOPMENT CORP., MAINE

PROJECT: Dingley Estates Pooled Mitigation Site Project

Proposal of _____
Name

Address

The name and address shown on the above lines shall be the official name and address of the person, partnership or corporation submitting this bid and shall agree with the "Signature of Bidder" in the case of an individual; the "Name of Firm or Partnership" in the case of a firm or partnership; the "Name of Bidder" in case of a corporation.

TO: Derek Boulanger, Purchasing Agent
Finance Department
60 Court Street
Auburn, Maine 04210

Dear Mr. Boulanger

The undersigned having carefully examined the site of the work; the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

The Plans; Standard Specifications, including all current amendments or revisions there of; the Notices and Information to Contractors, Supplemental Specification, Special Provisions; Contract Agreement and Contract Bonds contained herein for the identified project on which proposals will be received until the time specified in the "Notice to Contractors", this work being situated at the location described in the "Notice to Contractors", and in case of award, do hereby propose and offer to enter

into a contract to supply all the materials, tools, equipment and labor required to perform and construct the whole of the work in strict accordance with the terms and conditions of this contract at the unit prices stated in the following "Schedule of Items" submitted by the undersigned.

This Proposal may be accepted by the City of Auburn at any time within sixty (60) calendar days after opening of the bids.

(Fill out prices in ink, in writing and in figures; in case of a discrepancy between prices in writing and prices in figures, the writing shall govern. In case of discrepancy between total of items and total of bid amount stated, total of items shall govern.)

The undersigned also agrees as follows:

FIRST: To do any extra work, not covered by the above schedule of items, which may be ordered, and to accept as full compensation therefore such prices as may be agreed upon in writing by the Engineer and the Contractor; or in case no agreement is made, to accept as full compensation the amount determined upon a "force account" basis as provided in the M.D.O.T. Standard Specifications, Revision of December 2002 and any revisions thereto.

SECOND: To begin work on the date specified in the Engineer's "Notice to Commence Work" and to prosecute said work in such a manner as to complete the work as specified in the contract documents. Further, that monies will be deducted as liquidated damages at the rate specified in Subsection 107.7.2 "Schedule of Liquidated Damages" for each day that the work shall remain uncompleted after the time herein specified for completion of the work.

THIRD: That this offer is to continue open to acceptance until the formal contract is executed by the successful bidder of this work, and the City may at any time without notice accept this proposal whether any other proposal has previously been accepted or not. Provided, however, that the City will accept, in writing, one of the proposals made, or reject all proposals made, within sixty (60) calendar days after the date of opening of the proposals.

The undersigned as Bidder, declares that the only persons or parties interested in this Proposal are those named herein; that the bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on this contract; and that this Proposal is made without collusion with any other person, firm or corporation.

The undersigned declares that any person(s) employed by the Auburn Business Development Corp., Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom, has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or you.) If in doubt as to status or interest, please disclose to the extent known.

Respectfully submitted this _____ day of _____, 2014

IF AN INDIVIDUAL, SIGN HERE

Signature of Bidder _____

Address _____

Telephone Number _____

Email Address _____

Soc. Sec. No. or Tax I.D. Number _____

IF A FIRM OR PARTNERSHIP, SIGN HERE

Signature of Bidder _____

Name of Firm or Partnership _____

Business Address _____

Telephone Number _____ Fax Number _____

Email Address _____

Soc. Sec. No. or Tax I.D. Number _____

Names and Addresses of Members of Firm or Partnership:

IF A CORPORATION, SIGN HERE

Name of Bidder _____

Authorized Signature _____

(Name)

(Title)

Business Address _____

Telephone Number _____ Fax Number _____

Email Address _____

Soc. Sec. No. or Tax I.D. Number _____

Incorporated under the Laws of the State of _____

Names and Addresses of Officers of the Corporation:

President _____

Secretary _____

Treasurer _____ SS

Before me, personally appeared _____ and acknowledged
that the signature to the preceding bid is his/her signature in his/her official capacity.

Date: _____

Notary Public – Signature and Seal

ALL CORPORATIONS MUST SIGN THIS FORM

AND SUBMIT WITH THE BID PROPOSAL

(Insert copy of that part of the records of the corporation wherein authority is given to the officer of that corporation to sign this bid on behalf of the corporation.)

(date)

The above is a true copy of the records of the _____
_____ Corporation, which records are in my legal custody.

(Officer having custody of the records)

_____ ss

Before me appeared, _____,
_____ of the _____ Corporation, and made
oath that the above statement is true.

Notary Public – Signature and Seal

NOTICE

(This Must Be Filled Out)

The full names and residences of all persons interested in this bid as principals are as follows:

(In case of Corporation, include and identify President, Treasurer, and Manager)

_____	_____
_____	_____
_____	_____

**ALL CONTRACTORS SHALL FILL IN THE FOLLOWING INFORMATION
BEFORE SUBMITTING BID**

Name and Address of Contractor

Products to be Supplied

1

2

3

4

5

6

7

Name and Address of Contractor

Service or Trades to be Supplied

Anticipated \$ Amount

1

2

3

4

5

6

7

AGREEMENT BETWEEN THE

City Of AUBURN

AND

(CONTRACTOR)

AGREEMENT entered into this _____ day of _____, 2014 by
and between the CITY OF AUBURN, a body politic and corporate, (hereinafter the "CITY"), and
(CONTRACTOR NAME) _____

Located at (ADDRESS)

(hereinafter the "CONTRACTOR").

WITNESSETH

WHEREAS, the CITY did advertise by Bid, entitled **Dingley Estates Pooled Mitigation Site Project**

WHEREAS, the CONTRACTOR did under date of _____, 2014 submit a Bid for such work;

and

WHEREAS, after due consideration of all the Proposals, the CITY did award the Bid to the

CONTRACTOR;

NOW THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. The CONTRACTOR shall furnish all labor, materials, fixtures, supplies, equipment and transportation and shall perform all work required for the construction and completion of the referenced project in accordance with the specifications contained in the contract documents entitled **Dingley Estates Pooled Mitigation Site Project** (hereinafter referred to as "Contract Documents") of which this Agreement is a part. All work shall be performed in strict conformance with the provisions of this Agreement, the Invitation for Bids, the CONTRACTOR's Proposal, General and Detailed Provisions, Plans, Supplemental Specifications, and Special and General Provisions of the Contract Documents which are attached hereto and made a part of this Agreement; and in conformance with the State of Maine, Department of Transportation Standard Specifications, Revision of December, 2002, except as amended herein, and including all current amendments or revisions thereof, all of

which are made a part of this Contract. The restatement in this Contract of any of the terms of said Contract Documents and Standard Specifications shall not be deemed to waive any terms not so restated.

2. It is agreed that the quantities given in the "Schedule of Items" in the CONTRACTOR's Proposal Section of the Contract Documents will be used as the basis for determining the amount due under this Contract Agreement and for establishing the amount of the required Contract Performance Surety Bond and Contract Payment Surety Bond, and that the amount due under this Agreement so determined is \$_____ (hereinafter referred to as the "Contract Price"). The CITY will have the right to increase or decrease the amount and extent of the work by giving reasonable notice in writing to the CONTRACTOR. The CITY will pay for the work performed and the materials furnished for any such increase and will calculate a proper reduction for any decrease in accordance with the unit prices specified in the "Schedule of Items" section of the CONTRACTOR's Proposal.
3. **The City will retain 10%** of each approved Progress Payment until the Work is approximately 50% complete. After construction is 50% complete and provided there is not specific cause for greater retainage, no further retainage will be withheld. Upon Substantial Completion, the amount of retainage will be reduced to 2% of the total amount due the Contractor plus any additional amount necessary to cover punch list items. The final 2% retainage may be held during the one-year warranty period as determined by the City.

The City may hold, temporarily or permanently, retainage as needed for reflect amounts due the City under the Contract and to assure timely Completion of the Work in Conformity with the Contract.

Upon Completion of Physical Work, the CONTRACTOR may request that the City reduce retainage. The City may grant or deny such request as it deems desirable and prudent. Otherwise, retainage will be held until Final Acceptance.

4. CONTRACTOR covenants and agrees that all work performed and materials used shall be free from all defects, and that all work be performed as specified.
5. CONTRACTOR shall supply the CITY with a performance bond, and labor and materials payment bond, each in the amount of the Contract Price guaranteeing one hundred percent (100%) performance of this Agreement, including the guarantee period and free and clear of any and all liens, attachments and encumbrances. All such bonds shall comply with the requirements of Maine State law.
6. The CITY reserves the right to require Waivers of Lien from subcontractors and/or suppliers prior to each progress payment made to CONTRACTOR pursuant to the terms of this Agreement.
7. Operations under the CONTRACT DOCUMENTS, whether such operations be by themselves or by any SUBCONTRACTOR under them, requires insurance to be written with

a limit of liability of not less than \$2,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage sustained by any one person in any one accident, and a limit of liability of not less than \$500,000 aggregate for any such damage sustained by two or more persons in any one accident.

8. To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify and hold harmless the CITY and Maine Department of Transportation (MDOT), their officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to the costs of defense and attorneys' fees arising out of or resulting from the performance of the Agreement, provided that any such claims, 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 negligent act or omission of the CONTRACTOR, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

9. Upon receipt of executed contracts, bonds, and insurance as required, the CITY will send an executed CITY contract and a "Notice to Commence Work" to the CONTRACTOR. The CONTRACTOR agrees to perform no work under this Agreement until it receives said Notice and to proceed and shall complete the work in its entirety by **September 30, 2015**. The time set for such completions may be extended only by written consent of the City Engineer of the Auburn Business Development Corp. (hereinafter referred to as the "ENGINEER"). It is agreed that the CITY will deduct, as liquidated damages, from any monies due or which may become due the CONTRACTOR for work performed, an amount specified in Section 107 for each day that the work may remain uncompleted after the times specified for the completion of the work.

10. Any mechanic's lien or any other lien which may be filed against the premises which are subject of this Contract by reason of the work described herein shall be defended (by counsel reasonably acceptable to the CITY) and promptly discharged by the CONTRACTOR at its own expense. The CITY may require the CONTRACTOR to provide a bond satisfactory to CITY and indemnify it against any lien and as substitution in place of a lien. If the CONTRACTOR should fail either to defend the CITY against the lien or to discharge it, then the CITY may do so at the CONTRACTOR's expense. In the event of such an undertaking by the CITY, the CONTRACTOR will promptly reimburse the CITY for all its costs and expenses in so doing including, but not limited to, reimbursement of the CITY's reasonable counsel fees, as well as costs which may be incurred by it in substituting a bond in place of the lien.

11. The CONTRACTOR shall perform the work to the satisfaction of the responsible CITY official who will have the right of inspection at all times, and whose approval and acceptance of the work will be a condition precedent to payments by the CITY under this Contract. CITY inspectors will have the authority to stop work in progress if such work is being done contrary to the plans, specifications, or engineering practice.

12. In the event that any dispute as to the amount, nature or scope of the work required under this Contract, the decision and judgment of the responsible CITY official will be final and binding.
13. The CONTRACTOR shall guarantee the work for a period of one (1) year for the faithful remedy of any defects due to faulty materials or workmanship and payment for any damage resulting therefrom.
14. CONTRACTOR shall keep accurate records of all services performed under this Agreement and shall submit such information to the CITY on a monthly basis. Payment for such services shall be made to CONTRACTOR not more than thirty (30) days after receipt of said forms and acceptance of the work by the ENGINEER.
15. The CITY may terminate this Agreement for cause by written Notice to the CONTRACTOR. In the event of such termination, CONTRACTOR shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.
16. The CITY will have the right to terminate this Agreement at any time for its convenience on prior written Notice to CONTRACTOR. If Agreement is terminated by the CITY for convenience, the CITY will pay the CONTRACTOR for all work performed and all materials purchased pursuant to this Agreement prior to receipt of said Notice.
17. Out of concern for the public, City employees, and CONTRACTOR employees, all work performed by CONTRACTOR shall be in conformance with pertinent OSHA, local, state, and federal requirements
18. Liquidated damages shall be assessed in accordance with Section 107 for each day that any portion of the work remains incomplete after the contract time has expired.

IN WITNESS WHEREOF, the said CITY OF AUBURN has caused this Agreement to be signed and sealed by Clinton Deschene, City Manager, thereunto duly authorized, and

_____ has caused this Agreement to be signed and

sealed by _____, its
_____, thereunto duly authorized, the day and year first
above written.

WITNESS

City of Auburn, ME

BY: _____

Clinton Deschene, Auburn City Manager

CONTRACTOR

BY: _____

(Print or type name)

It's _____