



**Purchasing Department  
City Hall, 73 Harlow Street  
Bangor, Maine 04401  
Tel. 207-992-4282**

July 19, 2016

**Request for Proposals  
Sunny Hollow Detention Pond Rehabilitation**

**I. Introduction:**

The City of Bangor, Maine invites sealed proposals from qualified applicants to provide assistance with rehabilitation of a detention pond approximately 1.4 acres in size, located on a parcel owned by the City at the corner of Sunny Hollow Place and Ohio Street., Restoration activities will consist of pond dredging, regrading, vegetation and structure installation. Refer to "Scope of Services" and "Duration of Services" for additional information.

All work must be completed on or before October 31, 2016.

**II. General Information:**

General information is available on the City's website at the following web address: [www.bangormaine.gov/proposals](http://www.bangormaine.gov/proposals). By submitting a response to this solicitation, the bidder accepts the responsibility for downloading, reading and bidding by the terms and conditions set forth in the City's "General Information for Vendors".

**III. Submission of Proposals:**

To be considered, return the Proposal, including the Proposal Form and **the items listed on page 3** in an envelope **clearly** marked "**Proposal No.: Sunny Hollow Detention Pond Rehabilitation**" by **2:00 PM, Wednesday, August 10, 2016** to City of Bangor, Purchasing Department, 73 Harlow Street, Bangor, Maine 04401.

Proposals may also be submitted via email by sending to: [bids@bangormaine.gov](mailto:bids@bangormaine.gov). If emailing, please reference "**Proposal No.: Sunny Hollow Detention Pond Rehabilitation**" in the subject line. Proposals will be publicly opened on the date and time stated above.

**IV. Pre-bid Meeting:**

An informational **pre-bid meeting** will be held at 3:00 PM on Wednesday, July 27, 2016 in the 3<sup>rd</sup> Floor Conference Room of Bangor City Hall, 73 Harlow St., Bangor, ME.

## **V. Questions:**

All questions must be directed in writing to [bids@bangormaine.gov](mailto:bids@bangormaine.gov) no later than **4:30 P.M. on Wednesday, August 3, 2016**. The City will issue addenda as necessary in response to any questions or inquiries raised at the pre-bid meeting or submitted in writing. All addenda will be made available on the City's website.

## **VI. Background:**

The city is seeking a Contractor to dredge an existing detention pond and dispose of all organic and mineral material deemed unusable by the engineer. Anticipated depth of dredging is approximately 3 feet or until bedrock is encountered. Upon completion of dredging activities, additional survey data will be collected by city representatives to ensure conformance with design plans. Within 72 hours the contractor will be provided with a modified design plan or notice to proceed as per original documents. The contractor shall regrade the pond perimeter, construct island inclusions and provide plantings as specified. Pond rehabilitation includes installation of pond outlet structure, stone spillway, stone pipe outlet protection and revegetation of disturbed areas.

## **VII. Scope of Services:**

A bid form is included as Appendix A. Civil Plans are attached as Appendix B.

The CONTRACTOR may visit the project site with City personnel to confirm the locations of proposed work and to discuss the specific scope of work. In addition, the scope of services includes, but is not limited to, the following:

- Provide a designated project manager;
- Provide adequate erosion control measures to protect adjacent natural resources in accordance with all state and local regulations;
- Obtain all necessary permits;
- Confirm the location of all existing utilities in the field; and
- Conduct Pond Rehabilitation constructions as specified on civil plan set.

**All work must be completed by October 31, 2016.**

## **VIII. Instructions and Information for Proposers**

The following provides a general description of information required in the proposals and the format to be followed. Proposers must furnish all information requested and follow the instructions as noted herein.

Proposers shall ensure that all information required herein be submitted with the proposal. Additional useful information pertaining to the Scope of Services, Contract Terms and Conditions, or Evaluation Criteria is appreciated and should be included in the proposal. The attached contract is a sample only and is subject to change.

### **A. Proposal Organization:**

1. Work Schedule:

The proposal shall include a work schedule and a brief description of the methods and resources the Proposer will employ to accomplish the proposed work.

2. Additional Items:

In addition to the General Qualifications, the following items must be provided:

- a. Performance and Payment Bond: Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract. Contractor shall obtain the required bonds from the surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located in issue bonds in the required amounts.
- b. Bid Security: Each bidder must submit with bid a certified check, bid bond or cash in the amount of 5% of his total bid price as his guarantee that the bidder will enter into the Contract, if awarded. Said check, bid bond, or cash will be returned to all except the two (2) lowest bidders immediately following the opening of bids, and the remaining sureties will be returned after the Owner and Contractor have executed the Contract. If the Contract has not been awarded within thirty (30) days of the bid opening the surety will be returned at any time thereafter to any bidder who so requests, so long as they have not been notified of the acceptance of the bid.

**B. Incurring Costs:**

All costs incurred in the preparation and submission of a proposal will be borne by the Proposer.

**C. Preparation:**

Before submitting a proposal, all prospective Proposers are encouraged to carefully examine the proposal documents, specifications, visit the site, and fully inform themselves as to the existing conditions and limitations under which the work will be performed.

Each Proposer shall make his/her proposal from his/her own examinations and estimates and shall not hold the City, its agents or employees responsible for any information received from them.

Proposals should be prepared providing a straight forward, concise delineation of the capabilities proposed to satisfy the requirements of the City. Completeness and clarity

of content are requested. All brochures, presentations, and items submitted in support of proposals will become part of the contract.

**D. Modification or Withdrawal of Proposals:**

Proposals may be modified or withdrawn in person or by written notice received at any time prior to the closing date and time specified. Proposals may be withdrawn in person only by an authorized representative of the Proposer.

**E. Amendments:**

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Proposals shall include acknowledgment of all amendments or be subject to rejection.

If a Proposer desires to change a proposal that has already been submitted, the change may be made by a signed letter that refers to the solicitation and amendment numbers, and which is received at the place designated, and prior to the hour and date specified in the solicitation (as amended) for receipt of proposals.

All signatures on proposals, amendments, or related correspondence must be by persons who are authorized to contractually bind the Proposer.

**F. Proposal Acceptance:**

The City will select the proposal deemed most advantageous, appropriate and beneficial to the City.

The evaluation of proposals and determination of the award will be at the discretion of the City and its judgment shall be final and without right of recourse by any Proposer.

**G. Selection:**

Selection Criteria:

Each proposal will be evaluated according to the following criteria:

1. The qualifications and experience of the individual(s) who will perform the work.
2. The availability and capacity of the Proposer to perform the services required.
3. The cost of the services offered.
4. The ability to meet the schedule.

No contract will be awarded except to a responsible Proposer capable of performing the work contemplated. Proposer must comply with all State, Federal and municipal laws. Before the award of any contract, Proposer may be required to show that he/she has

the necessary facilities, experience, ability, and financial resources to perform the work in a satisfactory manner.

#### **H. Rejection of Proposals:**

The City of Bangor reserves the right to reject any and all proposals received and to waive any informality, technical defect, or clerical error in any proposal as the interest of the City may require.

Rejection of any proposal shall be construed as meaning simply that the City does not deem the proposal to be acceptable or that another proposal is deemed to be more advantageous to the City for the particular services proposed.

#### **I. Award of Contract:**

The contract will be awarded by the City to the Proposer best able to provide the services required. All proposals shall remain firm for sixty (60) calendar days after receipt of the proposals.

#### **J. Warranty Period:**

All work will be guaranteed by the CONTRACTOR for a period of one year from the date the work reaches substantial completion, or the date that the utilities are placed in service.

#### **K. Consent Decree:**

All contractors and subcontractors are hereby notified that the City of Bangor has entered into a Consent Decree with the United States and the State of Maine. For the purposes of the Consent Decree, contractors and subcontractors are deemed agents of the City. Any and all work performed by contractors and subcontractors must conform with the terms of the Consent Decree. Contractors must familiarize themselves with the contents of the document and must make the document available to all subcontractors.

This document is available electronically at [http://www.bangormaine.gov/filestorage/318/350/7758/ENV\\_ENFORCEMENT.PDF](http://www.bangormaine.gov/filestorage/318/350/7758/ENV_ENFORCEMENT.PDF) or in hard-copy in the City of Bangor's Engineering Department.

## Sample Contract



### Contract for Professional Services

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between City of Bangor, a body politic in the State of Maine (hereinafter the "CITY"), and \_\_\_\_\_, (hereinafter the "CONTRACTOR").

The parties do hereby agree as follows:

#### **Article 1: Services:**

CONTRACTOR agrees to provide the personnel, supplies, equipment, labor, and all incidentals necessary for the following:

*Complete the Sunny Hollow Detention Pond Rehabilitation in accordance with proposal dated July 12, 2016, attached hereto.*

#### **Article 2: CONTRACTOR's Performance:**

CONTRACTOR accepts the relationship of trust and confidence established between itself and the CITY by this AGREEMENT and agrees to perform the services hereunder in the best and most expeditious and economical manner consistent with the interests of the CITY. The CONTRACTOR shall be, and remain, fully responsible to the CITY for the technical 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 repair any errors or deficiencies in its performance including payment of attorney's fees.

#### **Article 3: Quality of Service:**

CONTRACTOR shall perform its services with care, skill, and diligence, in accordance with the applicable standards currently recognized by such trade, and shall be responsible for the quality, completeness, and thoroughness of all work furnished under this AGREEMENT. CONTRACTOR shall comply with applicable Federal, State and local laws, ordinances, codes and regulations effective as of the date of this CONTRACT in performing its services. If CONTRACTOR fails to meet applicable standards, CONTRACTOR shall without additional compensation repair any errors or deficiencies in its work or other services.

#### **Article 4: Project Team; Personnel; Independent CONTRACTOR:**

CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing its services under this AGREEMENT. Such personnel shall not be officers or employees of the CITY, or have any contractual relationship with the CITY.

The CONTRACTOR further agrees that consistent with its status as an Independent CONTRACTOR, its personnel will not hold themselves out to be, or claim to be, officers or employees of the CITY by reason of this AGREEMENT.

**Article 5: City Representative:**

The CITY shall assign an authorized representative, who shall act as the CITY's representative in all dealings with the CONTRACTOR for the project. CONTRACTOR's performance hereunder shall be subject to said representative's review and approval.

**Article 6: City Responsibility:**

CITY agrees to furnish or provide access to CONTRACTOR any information or material in its possession which is relevant to CONTRACTOR's performance hereunder and CITY staff will cooperate with CONTRACTOR. CONTRACTOR will not, without the CITY's written consent, disclose, or permit disclosure, by any officer, employee, agent, or subcontractor any information or material furnished or generated under this AGREEMENT.

**Article 7: Performance:**

CONTRACTOR agrees to perform in accordance with all reasonable requirements of the CITY. CITY agrees to cooperate in helping to implement any timeframe established. In the event of delay for reasons beyond its control and not its fault, CONTRACTOR may request necessary adjustments to said timeframe. The CITY representative may approve any adjustments and said approval will not be unreasonably withheld.

**Article 8: Compensation:**

Upon completion and acceptance of the tasks described in Appendix A, the amounts due the CONTRACTOR shall be paid upon the receipt of a properly supported invoice.

**Article 9: Payment Terms:**

Upon completion and acceptance of all work by the CITY, the amount due the CONTRACTOR under this AGREEMENT shall be paid upon the receipt of a properly supported invoice. Prior to receiving final payment, the CONTRACTOR shall certify and furnish lien waivers as satisfactory proof that all material and labor costs incurred herein have been fully paid and discharged. The CITY will retain five (5) percent of the payment as part security for fulfillment of this AGREEMENT by the CONTRACTOR and shall deduct from the balance all previous payments and all sums to be retained under the provisions of this AGREEMENT. Upon substantial completion, the CONTRACTOR may request partial drawdown of retain age. The CITY will retain two (2) percent of the payment for the duration of the one year warranty period.

**Article 10: Ownership of Documents:**

All reports, memoranda, plans, specifications, and documents or other material to be developed by CONTRACTOR under this AGREEMENT shall be the property of the CITY and be promptly delivered to the CITY upon request. All data, internal reports, memoranda, notes, calculation estimates and any other internal documents used to prepare the documents and memoranda submitted to the CITY shall be deemed the CONTRACTOR's

"work papers", and as such the "work papers" will remain the property of the CONTRACTOR generating that material.

CONTRACTOR shall be responsible for the protection and/or replacement of any work or material in its possession, including materials provided to CONTRACTOR by the CITY. The CONTRACTOR understands and agrees that all documents and materials provided to the CITY hereunder are or may be public documents and as such will be available generally to the public. Reasonable use of any such documents by the CITY or the general public shall not be subject to a claim for infringement of any copyrights claimed by the CONTRACTOR in such documents. The CITY has no responsibility for any use which may be made of them by any third party and the CITY may use them for any lawful purpose.

CONTRACTOR and SUBCONTRACTORS disclaim any liability to any party other than the CITY for any reliance on the documents and further, the CONTRACTOR and SUBCONTRACTORS disclaim any liability to the CITY if the reports and documents are relied upon or used for any purpose for which they are not intended.

**Article 11: Confidentiality of Assignment:**

CONTRACTOR will use its discretion where specific identification of any project or the CITY might be involved in obtaining research data. CONTRACTOR, however, will retain working papers, related data and analysis, and copies of the reports.

**Article 12: Indemnification:**

The CONTRACTOR shall indemnify, defend and hold harmless the CITY from and against all claims and actions, and all expenses incidental to such claims or actions, based upon or arising out of damage to property or injuries to persons or other tortious acts caused or contributed to by the CONTRACTOR or anyone acting under its direction or control or in its behalf in the course of its performance under this AGREEMENT, provided the CONTRACTOR's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the sole negligence of the CITY.

The CONTRACTOR hereby expressly agrees that it will defend, indemnify and hold the CITY harmless from any and all claims made or asserted by CONTRACTOR's agents, servants or employees arising out of CONTRACTOR's activities under this AGREEMENT. For this purpose, CONTRACTOR hereby expressly waives any and all immunity it may have under Maine's Workers Compensation Act in regard to such claims made or asserted by CONTRACTOR's agents, servants or employees. The indemnification provided under this paragraph shall extend to and include any and all costs incurred by the CITY to answer, investigate, defend and settle all such claims, including but not limited to the CITY's costs for attorney's fees, expert and other witness fees, the cost of investigators, and payment in full of any and all judgments rendered in favor of CONTRACTOR's agents, servants or employees against the CITY in regard to claims made or asserted by such agents, servants or employees.

**Article 13: Insurance:**

The CONTRACTOR shall arrange insurance for the minimum limits indicated and shall maintain the below listed coverage throughout the period of performance.

- |    |  | <u>LIMITS</u>   |
|----|--|---|
| a. | Workers' Compensation Insurance  | Statutory   |
|    | Employer's Liability Insurance   | \$100,000 each accident<br>\$500,000 disease - policy limit<br>\$100,000 disease - each empl. |
| b. | Comprehensive General Liability (Public Liability) Insurance including:  |   |
|    | General Liability  | \$1,000,000 each occurrence   |
|    | Aggregate  | \$2,000,000   |
|    | Products, Completed Operations   | \$1,000,000 each occurrence   |
|    | Aggregate  | \$2,000,000   |
|    | Personal & Advertising Injury  | \$ 500,000 each occurrence  |
|    | Fire Damage  | \$ 50,000 any one fire  |
|    | Medical Expense  | \$ 5,000 any one person   |
| c. | Automobile Liability Insurance (owned, hired & non-owned):   |   |
|    | Bodily Injury & Property Damage  | \$1,000,000 combined single limit   |
| d. | The CONTRACTOR shall provide a waiver of any rights of subrogation which the CONTRACTOR may have against the OWNER, its agents or its employees.   |   |
| e. | Before any of the work is started under this CONTRACT, the CONTRACTOR shall file with the Purchasing Department a certificate of insurance containing the following information in respect to all insurance carried:   |   |
|    | (1) Name of insurance company, policy number and expiration date;  |   |
|    | (2) The coverage required and the limits on each, including the amount of deductible or self-insured retentions (which shall be for the account of the CONTRACTOR);  |   |
|    | (3) A statement indicating that the OWNER shall receive thirty (30) days notice of cancellation or significant modification of any of the policies which may affect the OWNER's interest; and  |   |
|    | (4) The OWNER as an additional insured (except Workers' Compensation Insurance).   |   |
| f. | If any of the work performed under this CONTRACT includes blasting, excavating, pile driving or caisson work; moving, shoring, underpinning, razing or demolition of any structure or removal or rebuilding of any structural support thereof, or any subsurface or underground work, the Comprehensive General Liability Insurance policy shall include coverage for the explosion, collapse and underground hazards. |   |

**Article 14: Subcontractors:**

If specialists or SUBCONTRACTORS are required to complete the services thereunder, CONTRACTOR shall propose such utilization for review and approval of the CITY. CONTRACTOR is and shall remain fully responsible for performance of all services hereunder.

**Article 15: Termination:**

Termination for Convenience: The CITY may terminate this AGREEMENT, in whole or in part, whenever the CITY determines that such termination is in the best interest of the CITY, without showing cause, upon giving 30 days written notice to the CONTRACTOR. The CONTRACTOR will not be reimbursed for any profits that may have been anticipated but have not been earned up to the date of termination.

Termination for Default: When the CONTRACTOR has not performed or has unsatisfactorily performed the AGREEMENT, the CITY may terminate this AGREEMENT for default. Upon termination for default, payment may be withheld at the discretion of the CITY. Failure on the part of a CONTRACTOR to fulfill contractual obligations shall be considered just cause for termination of the AGREEMENT.

**Article 16: No Assignment:**

CONTRACTOR shall not assign, sublet, sell, transfer or otherwise dispose of its interest in this AGREEMENT without the prior written approval of the CITY which shall not be unreasonably withheld.

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

**Article 17: Separate Contracts:**

The CITY may let other agreements in connection with the work. CONTRACTOR shall cooperate, schedule and coordinate performance of the work with the work of any separate CONTRACTORS or contractors so as not to delay or interfere with their work, or the timely completion of their services.

**Article 18: Nonwaiver:**

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, 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.

**Article 19: Notices:**

All notices required or permitted to be given under this CONTRACT or the specifications shall be in writing and shall be deemed to be properly and sufficiently given when deposited in the mail, postage prepaid, registered or certified, and addressed to the party entitled to receive such notice as set forth below or to such other address as that party shall subsequently designate to the other party by notice given in accordance with this section.

**To CITY:**

Deborah A. Cyr, Finance Director  
City of Bangor

**To CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_

73 Harlow Street  
Bangor, Maine 04401

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Notice given in any other manner shall be deemed effective only when the written notice is actually received.

**Article 20: Disputes:**

Any disputes arising out of or in the course of this AGREEMENT which are not settled by mutual agreement of the parties must be settled by mediation or submitted to arbitration in accordance with the rules of the American Arbitration Association. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Maine.

**Article 21: Compliance with Law:**

CONTRACTOR shall comply with all applicable Federal, State and local statutes, ordinances and regulations in its performance hereunder. CONTRACTOR agrees to amend this AGREEMENT, if necessary, to comply with such law or regulations.

**Article 22: Extent of Agreement:**

This AGREEMENT, with its attachments, represents the entire and integrated AGREEMENT between the CITY and CONTRACTOR and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representatives, written or oral with respect to this AGREEMENT. This AGREEMENT may only be modified by written agreement of both parties.

**Article 23: Changes:**

The CITY may order changes in writing to the specifications within the general Scope of Work. If the changes involve an increase or decrease in the cost of or time required for performing the work, the CONTRACTOR shall so advise the CITY in writing and an equitable adjustment in costs or schedule will be negotiated.

As a condition to any increase in the cost of the work, the CONTRACTOR shall submit in writing adequately documented costs incurred for any authorized change for review, evaluation and approval by the CITY.

**Article 24: Liquidated Damages**

In case the CONTRACTOR fails to satisfactorily complete the entire work, or any phase of the work, contemplated and provided for under this AGREEMENT on or before the date of completion determined as described elsewhere herein, the City shall deduct from the payments otherwise due the CONTRACTOR each month the sum of one thousand dollars (\$1000.00) for each calendar day, excluding only Sundays and legal holidays, of delay, which sum is agreed upon not as penalty but as fixed and liquidated damages for each day of such delay to be paid in full and subject to no deduction. If the payments otherwise due the CONTRACTOR are less than the amount of such liquidated damages, said damages shall be deducted from any other moneys due or to become due the CONTRACTOR, and in case such damages shall exceed the amount of all moneys due or become due the CONTRACTOR, then the CONTRACTOR or his/her surety shall pay the balance to the CITY as appropriate.

**Article 25: Cost Records and Accounting for Additional Services:**

CONTRACTOR shall keep accounts, books and other records of all its billable charges incurred in performing services to the CITY and shall itemize and submit its billings to the CITY in such a manner as the CITY may reasonably direct. If no such direction is given, CONTRACTOR shall maintain books and accounts of chargeable costs in accordance with generally accepted accounting practices consistently applied, and in such a manner as to permit verification of all entries made.

For three (3) years from final payment under this AGREEMENT, CONTRACTOR shall preserve all such books and records, and shall upon three (3) day's written notice make such records available to the CITY for purposes of verifying the costs chargeable under the AGREEMENT.

**Article 26: Authority to Execute:**

This AGREEMENT contains all the terms, conditions and provisions pertaining to the work, there being no other understandings, agreements, warranties either express or implied, relative to the AGREEMENT that are not fully expressed herein.

**IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be executed on the day and year first above written.

Witness:  
\_\_\_\_\_

City of Bangor (CITY)  
\_\_\_\_\_

Deborah A. Cyr, Finance Director

Witness:  
\_\_\_\_\_

(CONTRACTOR)  
\_\_\_\_\_

**Request for Proposals  
Sunny Hollow Detention Pond Rehabilitation  
Proposal No.:**

**Appendix A**

**Bid Form**

**Request for Proposals  
Sunny Hollow Detention Pond Rehabilitation**

**BID FORM**

**Note:**

**Proposal must include this form as well as items listed on page 3. Failure to comply may result in disqualification of proposal. The costs listed below will be used to calculate value for completed work. The deadline for submission is 2:00 p.m., Wednesday, August 10, 2016.**

Item No.	Estimated Quantity	Pay Item, Brief Description; Unit or Lump Sum Price Bid In Both Words and Figures	Total Price In Figures
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1.	1 LS	Mobilization (not to exceed 3% of total project bid) the lump sum price of  _____ Dollars  per lump sum (\$_____/LS	\$ _____
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Includes but not limited to the cost of initiating the contract, general contract administration, procuring insurance and bonds, moving equipment, supplies, and materials to the site, and all incidentals.

2.	5000 CY	Pond Dredging Unit Price per cubic yard of  _____ Dollars  per cubic yard (\$_____/CY	\$ _____
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Includes but not limited to all labor, materials, tools, and equipment necessary to excavate and dispose of dredged material consisting of organic and mineral matter within the grading limits depicted on civil site plans.

3.	1 LS	Remove drainage structures The lump sum price  _____ Dollars  per lump sum (\$_____/LS	\$ _____
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Includes but not limited to excavation, removal and disposal of existing pond outlet structures as depicted on civil site plans.

Item No.	Estimated Quantity	Pay Item, Brief Description; Unit or Lump Sum Price Bid In Both Words and Figures	Total Price In Figures
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4.	1100 CY	Dense graded crushed aggregate Unit price per cubic yard of  _____ Dollars  per cubic yard (\$_____) / CY	\$ _____
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Included but not limited to all labor, materials, tools and equipment necessary for the replacement of the aggregate base material for island inclusions as shown on civil site plans. (Actual island locations subject to revision upon pond excavation)

5.	500 CY	Common Borrow Cubic yard of  _____ Dollars  per cubic yard (\$_____) / CY	\$ _____
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Includes but not limited to furnishing all materials, equipment and labor necessary for the placement of loam sand to sandy loam material for the upper horizon of island inclusions.

6.	1 LS	Treatment Pond outlet control structure Lump sum  _____ Dollars  per lump sum (\$_____) / LS	\$ _____
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Included but not limited to all labor, materials, tools and equipment necessary for the installation of the treatment pond outlet control structure as shown on the civil site plans.

7.	1 EA	Headwall Unit Price per each of  _____ Dollars  per each (\$_____) / EA	\$ _____
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Includes but not limited to furnishing all materials, equipment, and labor to install the Headwall set at the required grade, and all incidentals.

8.	5 LF	30" Ø ADS Pipe unit price per linear foot  _____ Dollars  per linear foot (\$_____) / LF	\$ _____
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Includes but not limited to furnishing all materials, equipment and labor necessary to install the structure to the required grade and all incidentals.

Item No.	Estimated Quantity	Pay Item, Brief Description; Unit or Lump Sum Price Bid In Both Words and Figures	Total Price In Figures
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9.	1 LS	Landscaping Unit Price per lump sum  _____ Dollars  per lump sum (\$_____) / LS	\$ _____
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Includes but not limited to all labor, materials, and equipment necessary, to install plantings as depicted on civil site plans. All plantings shall have a guaranteed survival rate of one year. Itemized quantity of plant species are as follows:

- Balck Spruce *Picea mariana* 8 (min. height 8')
- Red Maple *Acer rubrum* 14 (min. height 8')
- Tamarack *Larix laricina* 15 (min. height 8')
- Paper Birch *Betula papyrifera* 5 (min. height 8')
- Common Winterberry *Ilex verticillata* (min. height 3')

10.	100 CY	6" D50 RIPRAP Unit Price per cubic yard of  _____ Dollars  per cubic yard (\$_____) / CY	\$ _____
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Includes but not limited to all labor, materials, and equipment necessary, to install stone inlet and outlet protection at existing and proposed culverts as shown and specified on civil site plans.

11.	50 CY	3" D50 Riprap Unit Price per cubic yard of  _____ Dollars  per cubic yard (\$_____) / CY	\$ _____
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Included but not limited to all labor, materials and equipment necessary to install temporary and permanent best management practices, including but not limited to emergency spillway, stone checks and stone berms.

12.	200 SY	Geotextile/Filter fabric Unit Price per square yard of  _____ Dollars  per square yard (\$_____) / SY	\$ _____
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Includes but not limited to furnishing all equipment, materials, and labor necessary to install non-woven Geotextile under Riprap and stone armament, Geotextile to be Marafi 140N or equal.

Item No.	Estimated Quantity	Pay Item, Brief Description; Unit or Lump Sum Price Bid In Both Words and Figures	Total Price In Figures
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13.	130 CY	4" Loam Unit price per cubic yard of  _____ Dollars  per cubic yard (\$_____/CY	\$ _____
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Includes but not limited to furnishing all materials, equipment, labor, and maintenance necessary to place loam to full depth and final grades.

14.	50 Lbs	Seeding Unit price per pound of  _____ Dollars  per pound (\$_____/Lbs	\$ _____
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Includes but not limited to furnishing all materials, equipment, labor, and maintenance necessary to place seed, water, and fertilizer to satisfactorily restore vegetated areas and all incidentals. Seed mixture shall be shade tolerant and consist of 50% Creeping red fescue and 50% Canada bluegrass or Kentucky bluegrass.

15.	2000 Lbs	Mulch Unit price per pound of  _____ Dollars  per pound (\$_____/Lbs	\$ _____
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Includes but not limited to furnishing all materials, equipment, labor, and maintenance necessary to place hay or straw mulch to satisfactorily establish an even layer over newly vegetated areas. Mulched areas may require additional applications after significant winds and/or storm events prior to the establishment of vegetation.

16.	1 LS	Temporary pipe sediment trap Unit Price per lump sum  _____ Dollars  per lump sum (\$_____/LS	\$ _____
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Included but not limited to all labor, materials, tools and equipment necessary for the installation of the temporary pipe sediment trap at the inlet of the existing 24" Ø RCP crossing Ohio street.

17.	1 LS	Sandbag Cofferdam the lump sum price of  _____ Dollars  per lump sum (\$_____/LS	\$ _____
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Includes but not limited to all labor, materials, tools and equipment necessary to install sandbag cofferdams for dewatering activities during excavation and construction activities as depicted on civil site plans.

All amounts must be shown in both words and figures. In case of discrepancy, the amount in words will govern.

**TOTAL PROJECT BID**

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**Dollars and  
Cents**

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(\$ \_\_\_\_\_ )

The foregoing prices shall include all labor, materials, equipment, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

If this Bid is accepted by the Owner and the undersigned fails to contract as aforesaid and to give a bond in the sum of the full amount of the Bid, with surety satisfactory to the Owner, within 10 days (not including Sundays or legal holidays) to an address given herewith that the Contract is ready for signature, then the Owner may by option determine that the Bidder has abandoned the Contract and therefore the Bid and Acceptance shall be null and void, and the bid bond shall be forfeited to the Owner.

---

Business Name \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_ Telephone \_\_\_\_\_

By: \_\_\_\_\_  
Name (Printed or typed) Title

Residence Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# SUNNY HOLLOW DETENTION POND REHABILITATION

## Bidder's Addendum Acknowledgement Form

\*I hereby acknowledge by my signature receipt of each numbered addendum:

Addendum Number 1: \_\_\_\_\_  
Contractor's Signature

Addendum Number 2: \_\_\_\_\_  
Contractor's Signature

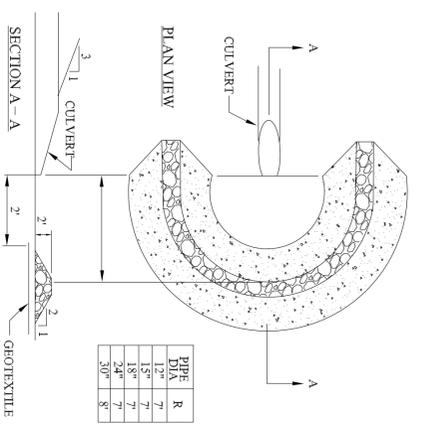
\*(Signature required to acknowledge receipt of each addendum as may be issued. Sign only upon receipt of written addendum.)

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**Request for Proposals  
Sunny Hollow Detention pond Rehabilitation  
Proposal No.:**

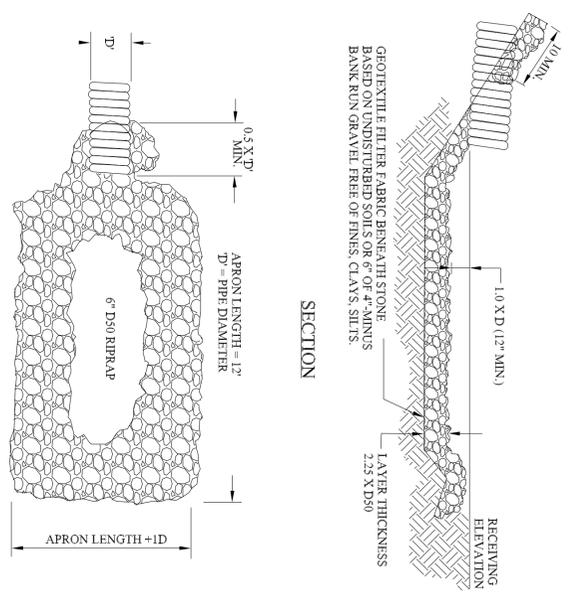
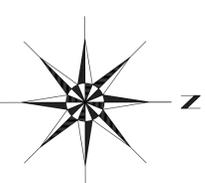
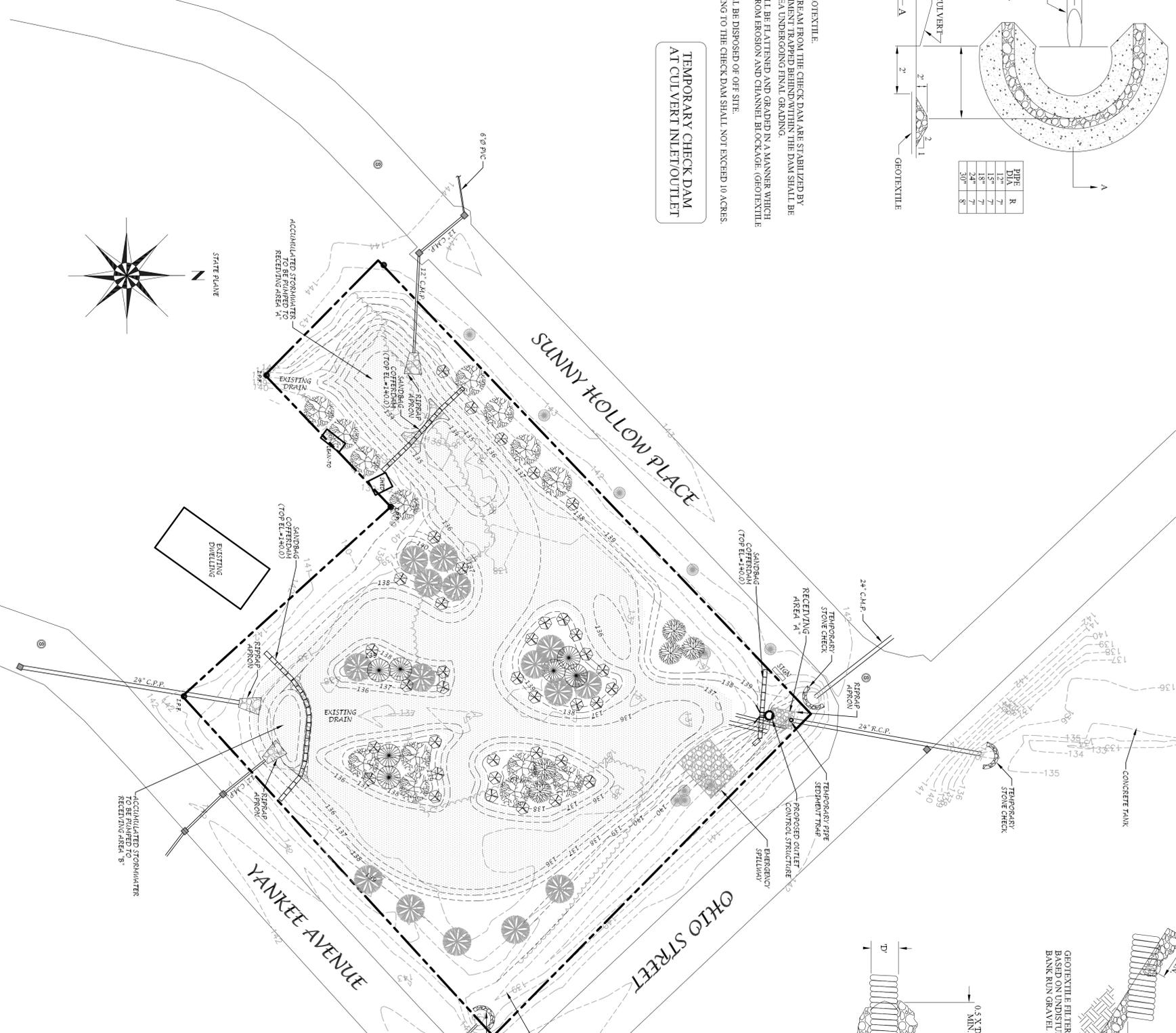
**Appendix B**

**Civil Site Plans**

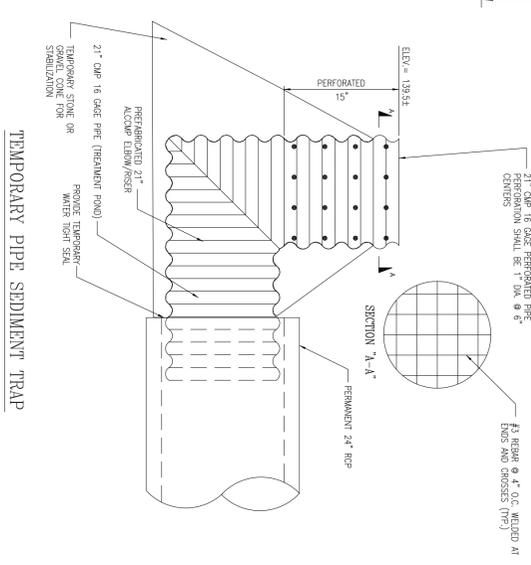
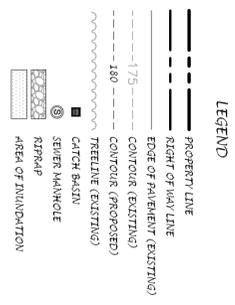


- NOTES:
1. USE 2" TO 3" STONE.
  2. PLACE STONE OVER GEOTEXTILE.
  3. ONCE THE AREAS UPSTREAM FROM THE CHECK DAM ARE STABILIZED BY VEGETATION, THE SEDIMENT TRAPPED BEHIND THE DAM SHALL BE RELOCATED TO AN AREA UNDERGOING FINAL GRADING.
  4. THE CHECK DAMS SHALL BE FLATTENED AND GRADDED IN A MANNER WHICH PROTECTS THE AREA FROM EROSION AND CHANNEL BLOCKAGE. (GEOTEXTILE MUST BE REMOVED)
  5. THE GEOTEXTILE SHALL BE DISPOSED OF OFF SITE.
  6. THE AREA CONTRIBUTING TO THE CHECK DAM SHALL NOT EXCEED 10 ACRES.

TEMPORARY CHECK DAM AT CULVERT INLET/OUTLET

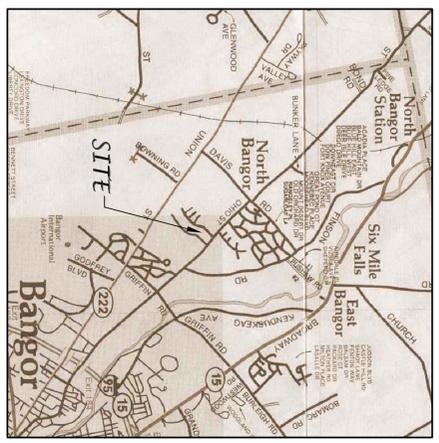


PIPE OUTLET PROTECTION



TEMPORARY PIPE SEDIMENT TRAP

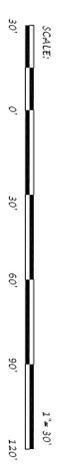
- NOTES
1. CONSTRUCTION MUST BE CONSISTENT WITH BEST MANAGEMENT PRACTICES.
  2. WATER CONSTRUCTION MUST BE CONSISTENT WITH WATER OVER WINTER CONSTRUCTION BEST MANAGEMENT PRACTICES.
  3. CONSTRUCTION SEQUENCE:
    - (1) INSTALL TEMPORARY PIPE SEDIMENT TRAP AT INLET OF EXISTING 24\" R.C.P.
    - (2) CROSSING OHIO STREET.
    - (3) EXISTING OHIO STREET.
    - (4) EXCAVATE EARTHEN MATERIAL AND ORGANIC MATERIAL TO POND BOTTOM ELEVATION SHOWN (INCLUDING FOREBAY AREA).
    - (5) INSTALL SAND BAG COTTERDAMS AND SHAPE SLOPES ALONG ISLANDS.
    - (6) INSTALL POND OUTLET DEVICE AND SHAPE SLOPES ALONG ISLANDS.
    - (7) INSTALL PLANTINGS AS PER SITE PLAN.
    - (8) REMOVE SANDBAG COTTERDAMS.
    - (9) FLOW GRADE FOREBAY AREAS AND INSTALL STONE BRKS WHERE SHOWN.
    - (10) FLOW GRADE POND AREAS AND INSTALL STONE BRKS WHERE SHOWN.
    - (11) UPON COMPLETE ESTABLISHMENT OF VEGETATION AND STABILIZATION OF SITE, REMOVE ALL TEMPORARY EROSION CONTROL MEASURES.
    - (12) CONSTRUCTION START DATE SPRING 2016. PROJECT COMPLETION FALL 2016.
  4. PAVED SURFACES MUST BE CURED WITHIN 24 HOURS OF AIR TRACLING.
  5. TEMPORARY EROSION CONTROL MEASURES MUST BE CHECKED IMMEDIATELY AFTER RAINSTORMS AND REPAIRED AS NEEDED.
  6. ALL DISTURBED AREAS NOT PAVED, GRAVELLED OR ASP PAVED SHALL BE LOADED, SEEDED AND MULCHED AS PER CURRENT BEST MANAGEMENT PRACTICES AS SPECIFIED BELOW:
    - LOAD - MINIMUM 4\" DEPTH DISTRIBUTED TAMPONALY.
    - SEED - 100# PER ACRE OR AS PER SUPPLIER'S GUIDE LINE.
    - MULCH - 2 BALES (70-90 LBS) PER 1000 SQ. FT. OF COVERAGE.



VICINITY PLAN

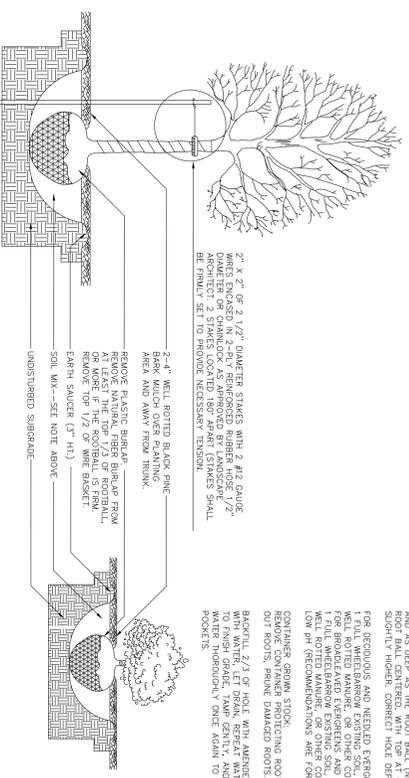
ISSUED FOR BID

PRIOR TO EARTHWORK ACTIVITIES CONTRACTOR IS RESPONSIBLE FOR DIG-SAFE NOTIFICATIONS TEL.#: 1-888-DIG-SAFE



DRAWING NUMBER <b>EC-1</b> SHEET 1 OF 1	DRAWING TITLE <b>SEDIMENTATION AND EROSION CONTROL PLAN</b> PROJECT NAME <b>SUNNY HOLLOW DETENTION POND</b> <b>CITY OF BANGOR</b> <b>73 HARLOW STREET, BANGOR, MAINE</b>	NO.	REVISION DESCRIPTION	BY	CHKD	DATE
		1				

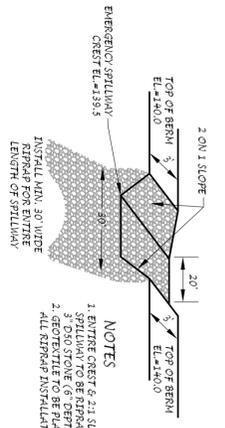
**DOWN to EARTH**  
PROFESSIONAL LAND SERVICES, INC.  
P.O. BOX 443  
BRADLEY, MAINE 04411-0443  
TEL. 207-827-6733



NOTES:  
 1. DIG HOLE AT LEAST 2 TIMES THE WIDTH OF ROOT BALL  
 2. ROOT BALL CENTERED WITH TOP AT GROUND LEVEL OR  
 SLIGHTLY HIGHER. CORRECT HOLE DEPTH AS NEEDED.  
 3. FOR DECIDUOUS AND NEEDLE EVERGREEN TREES AND SHRUBS  
 4. ALL ROOTS TO BE CUT TO 1/2\"/>

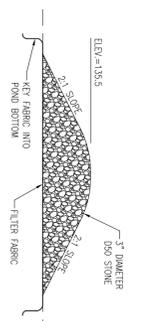
**TREE & SHRUB INSTALLATION**  
 NOT TO SCALE

**EMERGENCY SPILLWAY DETAIL**  
 N.T.S.

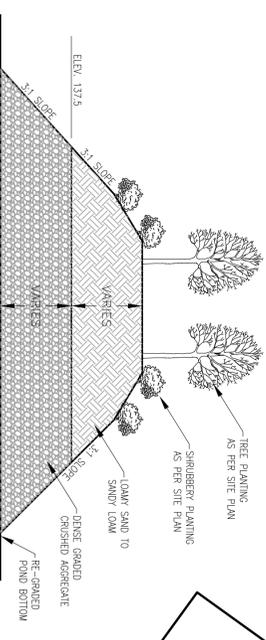


NOTES  
 1. EVITRE CREST & 2:1 SLOPE OF  
 SPILLWAY TO BE REPAIRED WITH  
 INSTALL WITH 30 WIDE  
 REPAIR FOR EVITRE  
 LENGTH OF SPILLWAY  
 ALL REPAIR INSTALLATION.

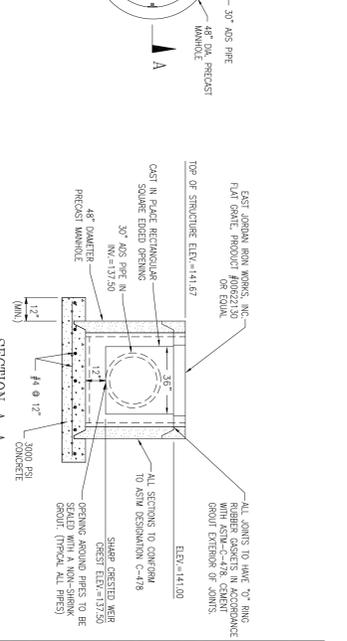
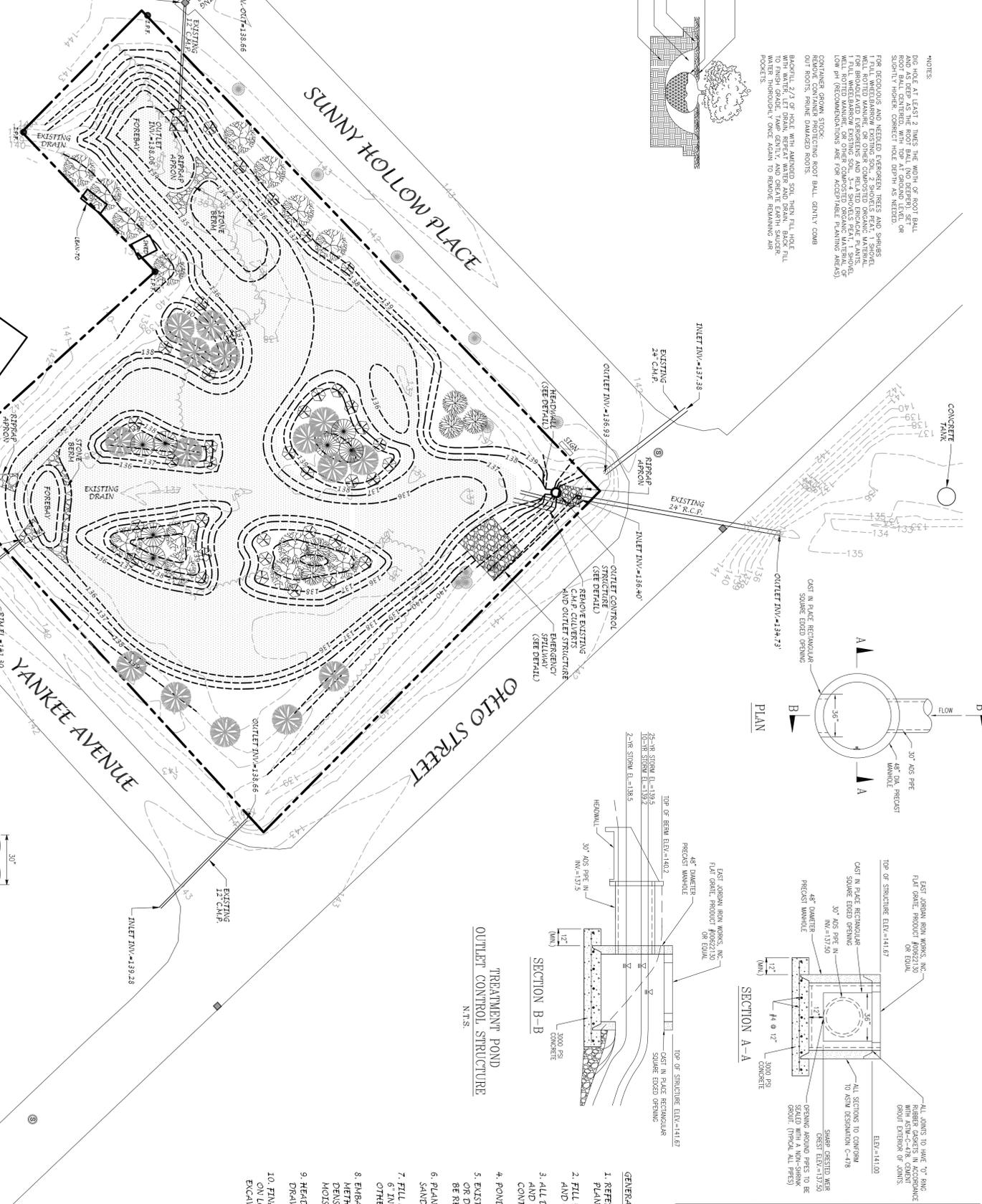
**STONE BERM DETAIL**  
 N.T.S.



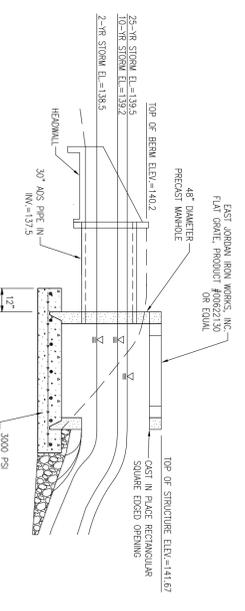
**TYPICAL ISLAND SECTION**  
 N.T.S.



**SUNNY HOLLOW PLACE**

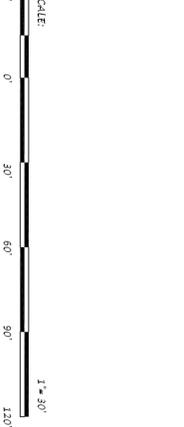
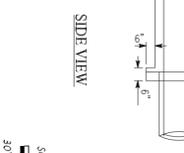
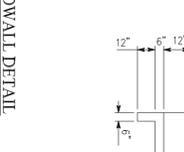
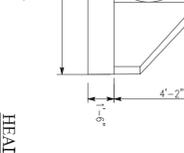
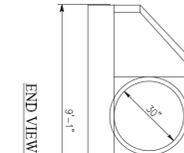
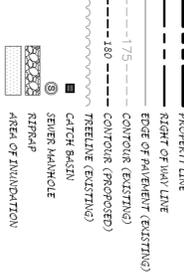
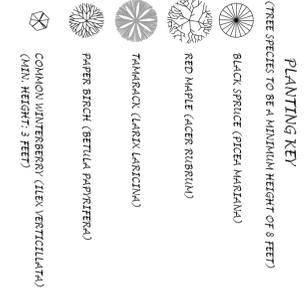
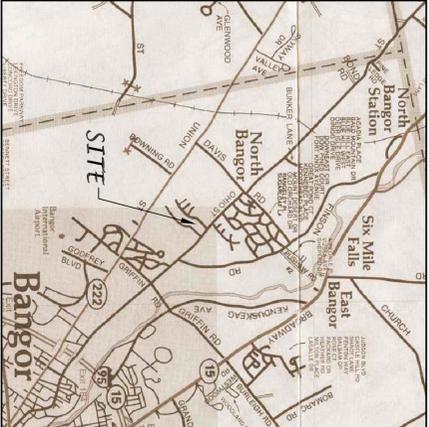


**TREATMENT POND**  
 N.T.S.



**GENERAL NOTES**

1. REFER TO SHEET EC-1 SEDIMENTATION & EROSION CONTROL PLAN PRIOR TO ANY EARTH DISTURBANCE ACTIVITIES.
2. FILL PLACEMENT FOR POND BERMS SHALL BE PLACED IN 8\"/>



**ISSUED FOR BID**

PRICER TO EARTHWORK ACTIVITIES  
 CONSULTATION RESPONSIBLE FOR  
 DESIGN NOTIFICATIONS  
 TEL.#: 1-888-676-3476

DRAWING NUMBER  
**C-1**  
 SHEET 1 OF 1

DRAWING TITLE  
**SUNNY HOLLOW DETENTION POND**  
 OWNER OF RECORD  
**CITY OF BANGOR**  
 73 HARLOW STREET  
 BANGOR, MAINE

NO.	REVISION DESCRIPTION	BY	CHKD	DATE

**DOWN to EARTH**  
 PROFESSIONAL LAND SERVICES, INC.  
 P.O. BOX 443  
 BRADLEY, MAINE 04411-0443  
 TEL. 207-827-6733

STATE OF MAINE  
 PROFESSIONAL LAND SERVICES, INC.  
 No. 12581  
 REGISTERED PROFESSIONAL ENGINEER