LONG CREEK WATERSHED MANAGEMENT DISTRICT
Request for Proposals
Stormwater BMP Maintenance and Landscaping Services

The Long Creek Watershed Management District (LCWMD) is seeking proposals from qualified applicants to provide landscaping and small excavation services. Interested parties may obtain a Request for Proposals (RFP) from LCWMD c/o CCSWCD at 35 Main Street, Suite 3, Windham, ME or by e-mail from kmcdonald@cumberlandswcd.org. Proposals are due by 2:00 p.m., November 29, 2012. Proposals must be sealed and clearly marked, “Stormwater BMP Maintenance and Landscaping Services for the Long Creek Watershed Management District”. Respondents must submit an original proposal, 2 copies, and 1 electronic copy in portable electronic document (PDF) format.

There is a mandatory pre-bid site walk on November 7, 2012. BMP Maintenance meeting will begin at 9am and the Landscaping Services meeting will begin at 11am. Bidders shall meet in the Maine Mall Parking Lot adjacent to Philbrook Avenue and near Jimmy the Greek’s restaurant.

Any late proposals will not be accepted and will be returned to the proposer. The LCWMD reserves the right to accept or reject any or all proposals.

The LCWMD will not be responsible for any expenses incurred in preparing, submitting or presenting a proposal. Emphasis should be on completeness and clarity of content.

The LCWMD reserves the right to waive any informalities in proposals, to accept or reject any or all proposals for any reason, to negotiate with any applicant and to select an applicant deemed to have submitted a proposal that in the judgment of the LCWMD Board is in the best interest of the LCWMD.

Proposals may be held by the LCWMD for a period not to exceed sixty (60) days from the date of the opening of proposals for the purpose of reviewing proposals and investigating the qualifications of the applicants prior to the award of a contract.

INTRODUCTION

The Long Creek Watershed Management District is a quasi-municipal, special purpose district established as a separate legal entity and instrumentality and as a body corporate and politic under the laws of the State of Maine. The LCWMD was formed to provide the structure for the implementation of the Long Creek Watershed Management Plan. The Long Creek Watershed Management Plan, as well as other supporting documentation is available on the project website: www.restorelongcreek.org.
THE PROPOSAL

LCWMD will require the services of at least one contractor to perform various projects around the watershed. This work will include landscaping and light excavator services associated with maintenance of stormwater best management practices (BMPs) within the watershed. BMPs include both proprietary devices and stormwater features constructed as part of the parcel’s landscape. The work has been divided into two categories: BMP Maintenance and Landscaping Services. Contractors may submit proposals for one or both categories.

PDF versions of engineering plans are on the Restore Long Creek website (http://www.restorelongcreek.org/docs/index.htm).

Requirements of BMP Maintenance Work:

- Familiarity with standard stormwater infrastructure operation and maintenance, to include but necessarily be limited to, the following: underdrained soil filters, landscaped soil filters, wet and dry detention areas, Filterra units, Stormtreat units, Stormtech units and other proprietary devices.
- Familiarity with local and state stormwater regulations pertinent to the operation and maintenance of stormwater infrastructure.
- Traffic control devices shall be in accordance with the latest version of the Manual of Uniform Traffic Control Devices (MUTCD).
- Off-hour work as necessary or as designated by landowner(s).
- Capable of obtaining appropriate local and state permits (when applicable).

Requirements of Landscaping Services Work:

- Capacity to immediately respond and complete small to medium sized earthworks projects.
- Employ or have an employee certified as soon as practicable, as a “Certified Contractor in Erosion Control” as certified by the State of Maine.
- Traffic control devices shall be in accordance with the latest version of the Manual of Uniform Traffic Control Devices (MUTCD).
- Off-hour work as necessary or as designated by landowner(s).
- Capable of obtaining appropriate local and state permits (when applicable).

When working within a public right of way, the Contractor shall supply and maintain all traffic control devices necessary to complete the work. The Contractor’s operations shall be in accordance with the latest version of the MUTCD and local ordinances. The LCWMD shall not be responsible for any additional cost for traffic control. All costs associated with traffic control shall be considered incidental to the contract.
BMP Maintenance Proposal Requirements:

Provide itemized estimates for each of the following project areas:
- Philbrook Avenue StormTech & StormTreat units
- Mallside Plaza StormTreats, Downstream Defender units, & Stormflex Insert Roof Drain Filters
- Blanchette Brook StormTech & Brentwood Tank units

Landscaping Services Proposal Requirements:

Provide itemized estimates for each of the following project areas:
- Darling Avenue Soil Filters & Filterras
- Philbrook Avenue Filterras
- Philbrook Avenue Riparian Buffer Planting
- Mallside Plaza underdrained soil filters
- Mallside Plaza landscaped bed maintenance (near the StormTreats)
- Colonel Westbrook Riparian Buffer Planting
- Blanchette Brook Underdrained Soil Filters & Gravel Wetland
- Port Resources/Windward Circle Bio-Cell & Soil Filters

Other Proposal Requirements:
- Cost estimates must be itemized, provided in time-and-materials format, and include the proposer’s best estimate of the level of effort required for each project area. Costs should be broken down by year. Contract term is 2 years with the option to renew for up to 3 additional years. Assumptions for each project area should be clearly stated in the proposal.
- Exhibit A identifies the project areas and stormwater infrastructure in each area. Contractor is responsible for identifying and proposing manufacturer-recommended maintenance for proprietary systems, standard maintenance for engineered systems, and contractor-recommended maintenance for landscaped areas (buffer & riparian plantings). Additional maintenance requirements will be discussed at the mandatory pre-bid site walk to be held on November 7, 2012 at 9 a.m. (BMP Maintenance) and 11 a.m. (Landscaping Services), and will be summarized in the addendum to be provided following the site walk.

Contract award(s):

Proposers shall supply a proposal for annual maintenance work for each project area (described in Exhibit A). If more than one qualified proposer is identified in this RFP process, LCWMD may accept more than one proposal and may accept a proposal for work at one or more individual project areas.

Qualifications and Experience of Contractor

The proposal must identify who will be providing Landscaping and/or BMP Maintenance services to the LCWMD and include specifications on the equipment proposed. The proposal should demonstrate the qualifications, competence and capacity of the Contractor to carry out the services as specified.
Information to be submitted includes, but is not limited to, the following:

- Equipment type, age and performance specifications (photographs are recommended).
- Maintenance and inspection records for proposed equipment.
- Biographies on key personnel and any pertinent training and certification received.
- Listing of similar projects/experience.

**Client References**

Provide list of at least three references with addresses and phone numbers who may be contacted by the LCWMD in connection with the proposal.

**Contract for Services**

The contractor(s) that are selected by the Long Creek Watershed Management District will be required to sign a contract that is provided as Exhibit B to this RFP. The contract duration will be for two (2) years beginning February of 2013 with the option to renew for up to 3 additional years.

The Long Creek Watershed Management District will negotiate directly with the Contractor on a project by project basis with payment on a Time-and-Materials or Lump Sum basis depending on the specific project. Please include hourly rates for staff and equipment that is likely to be billed to LCWMD under the contract. Rates provided must be in effect for the duration of the contract. Itemized bills including the date, description of service, person providing service, number of hours (to the ¼ hour), the associated hourly rate, and the percentage of contract expended to date will be required to be submitted as part of the monthly invoices.
EXHIBIT A -- PROJECT AREAS & REQUESTED SERVICES

BMP Maintenance Services
Contractor shall complete annual recommended maintenance for the stormwater BMPs listed below. Contractor shall provide documentation of inspection and maintenance of these BMPs annually.

Philbrook Avenue
- Four StormTreat Units and associated StormTech storage units and four StormTech storage units (associated with the Filterras) require annual manufacturer-recommended maintenance. These units were installed in 2009.

Mallside Plaza (Dick’s Sporting Goods)
- 10 StormTreats, 5 Downstream Defender units, & 7 Stormflex Insert Roof Drain Filters require annual manufacturer-recommended maintenance.
- These units were installed in 2010.

Blanchette Brook
- 2 StormTech units & 1 Brentwood Tank require annual manufacturer-recommended maintenance.
- These units were installed in 2012.

Landscaping Services
Contractor shall complete requested activities for the project areas listed below. Contractor shall provide documentation of inspection/maintenance at a minimum of annually. Trash/litter removal and disposal shall be completed in each project area during each site visit.

Darling Avenue
- Five vegetated underdrained soil filters (#1, 2, 3, 4, 5) shall be converted to landscaped filters. Proposal to include recommendations for aesthetically pleasing solution to poor grass growth in these filters. They will require regular weeding and mulching.
- Vegetated underdrained soil filter #7 requires re-seeding with clover. The outlet of filter #7 shall be cut twice per year and biomass removed.
- Vegetated underdrained soil filter #8 requires periodic mowing and overseeding with grass appropriate for observed conditions.
- Landscaped filters (LS Filters 1, 2 & 3) require regular weeding and mulching.
- Five Filterra Box Filters require maintenance. Box Filter #5 requires a replacement shrub, grass, or tree during spring 2013. Proposal to include plant recommendation(s) for observed conditions.

Philbrook Avenue
- Four Filterra units along Philbrook Avenue require annual manufacturer-recommended maintenance.
- Four StormTreat units require maintenance of their plants (weeding, possible replacement)
• Buffer planting along Philbrook Avenue requires annual maintenance. LCWMD wishes to provide maximum stream protection while maintaining aesthetics suitable for commercial & retail uses in the area. Proposal should provide recommended maintenance activities that balance these two needs. LCWMD recommends vegetation cutting/mowing for BMP inspection access only & biomass removal.
• Provide bank stabilization within buffer planting area in front of Hampton Inn (loam/seed or erosion control mulch).

Mallside Plaza (Dick’s Sporting Goods)
• Seven underdrained soil filter cells need to have the side slopes cut and biomass removed. Bare spots in cells need to be topdressed with compost & seeded.
• Ten StormTreat units require maintenance of their plants (weeding, possible replacement).
• Perennial beds adjacent to the StormTreat units require mulching, weeding, and general maintenance.

Colonel Westbrook
• Maintain perennial beds (weeding & mulching). Maintenance should be designed to encourage vegetation to fill in for naturalized look. Contractor should assume no plant replacements in perennial beds for the first year.
• Trim grass throughout buffer area twice per year taking care to not impact buffer plants.
• Mulch around all small buffer plants (large shrubs near upstream end do not need to be mulched).
• Prune dead branches to encourage vigorous growth.
• The purpose of the maintenance is to ensure robust plant growth while maintaining aesthetics for adjacent commercial properties and ensuring maximum stream protection.

Port Resources (Windward Circle Business Park – Gannett Drive)
• One underdrained bio-cell requires weeding, mulching, pruning (general maintenance).
• Two underdrained soil media filters currently have sparse growth. Construction contractor guarantees grass for 1 year (through 2013). LCWMD Contractor is responsible for mowing/maintenance of filters. Recommend installing erosion control mulch around top edge of the filters to minimize erosion.
• Two level lip spreaders & roof dripline trenches to be inspected for flow restrictions/debris periodically.

Blanchette Brook
• Gravel Wetland: trim side slopes & remove biomass. Conduct annual maintenance in accordance with UNH Stormwater Center guidelines (see page 7 of this RFP).
• Soil filters:
  o Establish a mow line
  o Trim or mow high (grass height 4-6”) 2-4 times per year.
  o Grass is guaranteed by construction contractor for 1 year (through 2013).
Proprietary Device Operation & Maintenance Manuals

- Brentwood Tanks
- Storm Tech
- Storm Treat
- Stormflex Insert Roof Drain Filters
  - Remove insert, clean, rinse, inspect absorbent pad.
- Filterra
- Gravel Wetlands
Mallside Plaza Stormwater Infrastructure
LONG TERM MAINTENANCE NOTES

1. Weed perennial beds 3 times per growing season.

2. Mulch Perennial beds in late spring annually.

3. Trim / Hand weed around shrubs and trees being out competed by grass. Weeding to be done twice per growing season.

4. Prune and remove dead wood from trees and shrubs. If pruning tree or shrub makes the plant hidden by grass, weed around the plant base and place a stake to visibly identify plant location. All Pruned, fallen, and dead material must be removed from the site.

Alnus Incana (Speckled Alder) 3'-4'
NF Nepeta Faassenii (Catmint)
PP Phlox paniculata 'david' (Garden Phlox)

Live Dogwood Stakes (see attached information)

Dead or missing tree / shrub. If a plant was showing any active growth, it was not considered dead. Location may not be exact.
LONG TERM MAINTENANCE NOTES

1. Weed perennial beds 3 times per growing season.

2. Mulch Perennial beds in late spring annually.

3. Trim / Hand weed around shrubs and trees being out competed by grass. Weeding to be done twice per growing season.

4. Prune and remove dead wood from trees and shrubs. If pruning tree or shrub makes the plant hidden by grass, weed around the plant base and place a stake to visibly identify plant location. All pruned, fallen, and dead material must be removed from the site.
Blanchette Brook Stormwater Improvements (east end/north side of Thomas Drive, Westbrook)
LANDSCAPING CONTRACTOR SERVICES AGREEMENT

THIS Landscaping Contractor Services Agreement (the “Agreement”) is entered into this ______ day of _________, 20___, by and between ____________________________, a sole proprietorship/partnership/corporation/limited liability company (choose one) duly organized and existing under the laws of the State of ____________________________, whose mailing address is ____________________________, and the Long Creek Watershed Management District, a quasi-municipal, special purpose district established as a separate legal entity and instrumentality and as a body corporate and politic under the laws of the State of Maine (“LCWMD”). The foregoing also are referred to herein collectively as the “Parties” or singly as “Party.”

WITNESSETH:

For and in consideration of the covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. CONTRACTOR’S RESPONSIBILITIES.

1.1 Landscaping Contractor. In return for payment made as provided in Section 2 of this Agreement, Contractor agrees to furnish Landscaping Services to LCWMD for the Long Creek Watershed, all as described in the Request for Proposals attached as Exhibit A to this Agreement and Contractor’s Proposal attached as Exhibit B to this Agreement, both of which are attached hereto and hereby are incorporated into this Agreement (together, the “Landscaping Contractor Services”).

1.2 Contractor shall be responsible for the professional quality, accuracy, timely completion, and the coordination of all Landscaping Services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its Landscaping Services. Deficiencies are defined as willful or negligent acts that distort or falsify the state of the art of the Landscaping Services developed and provided hereunder, or willful or negligent non-assignment of personnel or assignment of unqualified personnel to perform the duties hereunder.

1.3 Approval by LCWMD of Landscaping Services furnished hereunder shall not in any way relieve Contractor of responsibility for the technical adequacy of the work. Neither LCWMD’s review, approval or acceptance of, nor payment for, any of the Landscaping Services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall remain liable in accordance with applicable law for all damages to LCWMD caused by Contractor's willfully negligent performance of any of the Landscaping Services furnished under this Agreement.
1.4 Contractor Obligations. Contractor warrants:

A. That it will furnish all vehicles, materials, personnel, tools and equipment, except as otherwise specified herein, and do everything necessary and proper to satisfactorily perform the Landscaping Services required by this Agreement.

B. That it is financially solvent, is experienced in and competent to perform the Landscaping Services and is able to furnish the vehicles, materials, personnel, tools and equipment to be furnished by it.

C. That it is familiar with all federal, State and local statutes, laws, rules, regulations, ordinances and orders which may in any way affect the Landscaping Contractor.

D. That it has carefully examined the Request for Proposals and this Agreement and has conducted its own investigation of the nature and location of the Landscaping Services, the character of equipment and personnel needed to perform the Landscaping Services and all conditions which may in any way affect the performance of the Landscaping Services.

E. That any increase in Contractor’s costs during the term of this Agreement shall be the sole responsibility of Contractor.

2. TERM OF AGREEMENT.

2.1 Term. This Agreement is for a term of two years commencing on the date of execution of this Agreement by LCWMD.

2.2 Payment.

A. LCWMD shall pay Contractor for the performance of Landscaping Services under this Agreement the sum of $_____________________ (_____________________ Dollars).

[or other basis as proposed and accepted by LCWMD]

B. No later than the 10th day of each month, Contractor shall submit for LCWMD’s approval an invoice for payment for the Services performed by Contractor hereunder during the previous month. LCWMD shall pay Contractor approved amounts within thirty (30) days of receipt of the invoice. Payments due and unpaid under this Agreement shall bear interest from the date payment is due at the maximum rate permitted under Maine law at the time of the delinquency for unpaid municipal taxes.

3. TERMINATION.

3.1 Without prejudice to any other right or remedy, LCWMD may terminate this Agreement for cause by providing Contractor with seven (7) days' written notice of termination. For purposes of this Agreement, cause includes, but is not limited to: the adjudication of Contractor as a bankrupt; the making of a general assignment by Contractor for the benefit of its creditors; the appointment of a receiver because of Contractor's insolvency; Contractor's
persistent or repeated refusal or failure, except for cases in which extension of time is provided, to supply enough properly-skilled workers or proper materials to perform the Audit Services; Contractor's persistent disregard of federal, state or local statutes, laws, codes, rules, regulations, orders or ordinances; and Contractor’s substantial violation of any provisions of this Agreement.

In the event of a termination for cause, LCWMD may take possession of all materials and finish the Landscaping Contractor by whatever method it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Landscaping Services are finished. If the unpaid balance of the Agreement price shall exceed the expense of finishing the Landscaping Services, including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay the difference to the LCWMD. Further, LCWMD may terminate this Agreement for convenience upon thirty (30) days' written notice to Contractor, in which case LCWMD shall pay Contractor for all Landscaping Services satisfactorily performed and materials purchased up to the date of receipt of such notice by Contractor. In the event that LCWMD terminates this Agreement for cause and it subsequently is determined that cause did not exist, such termination shall be deemed to be for convenience.

4. INSURANCE AND INDEMNIFICATION.

4.1 Insurance. Except as otherwise provided by this Agreement, Contractor and its subcontractors and consultants, if any, shall obtain and maintain, throughout the term of this Agreement and for a period of at least two years following the completion of Landscaping Services under this Agreement, at no expense to LCWMD or to the Long Creek Watershed Landowners who enter into an “Agreement Between Participating Landowner and the Long Creek Watershed Management District” (the “Participating Landowners”), the following insurance coverages:

A. Commercial General Liability Insurance in the amount of not less than One Million Dollars ($1,000,000), combined single limit, to protect the Contractor, any subcontractor performing Landscaping Contractor under this Agreement, Participating Landowners and LCWMD and their respective directors, officers, managers, members, agents and employees from claims and damages that may arise out of, be caused by or result from the performance of Landscaping Contractor under this Agreement, whether by Contractor or by a subcontractor or by anyone directly or indirectly employed by them.

B. Automobile Liability Insurance in the amount of not less than One Million Dollars ($1,000,000), combined single limit, to protect the Contractor, any subcontractor performing Landscaping Contractor under this Agreement, Participating Landowners and LCWMD and their respective directors, officers, managers, members, agents and employees from claims and damages that may arise out of, be caused by or result from the performance of Landscaping Contractor under this Agreement, whether by Contractor or by a subcontractor or by anyone directly or indirectly employed by them.

C. Workers' Compensation Insurance in amounts required by Maine law and Employer's Liability Insurance, as necessary, as required by Maine law.
D. Professional Liability Insurance in the amount of One Million Dollars ($1,000,000), combined single limit, to protect the Contractor, any subcontractor performing Landscaping Contractor under this Agreement, Participating Landowners and LCWMD and their respective directors, officers, managers, members, agents and employees from claims and damages that may arise out of, be caused by or result from the errors, omissions or negligence of the Contractor or its subcontractors, if any, in the performance of Landscaping Contractor under this Agreement. The deductible for such insurance shall not exceed Five Thousand Dollars ($5,000) without LCWMD's prior written consent.

E. All such insurance policies shall name Participating Landowners, the District and their respective directors, officers, managers, members, agents and employees as additional insureds, except for workers' compensation insurance. Contractor, prior to commencement of Landscaping Services under this Agreement, and any of its subcontractors, prior to commencement of Landscaping Services under any subcontract, shall deliver to LCWMD certificates satisfactory to LCWMD evidencing such insurance coverages, which certificates shall state that Contractor and its subcontractors must provide written notice to LCWMD at least thirty (30) days prior to cancellation, non-renewal, material modification or expiration of any policies, evidenced by return receipt of United States Certified Mail. Replacement certificates shall be delivered to LCWMD prior to the effective date of cancellation, termination, material modification or expiration of any such insurance policy. Contractor shall not commence Landscaping Services under this Agreement until it has obtained all insurance coverages required under this subparagraph and such insurance policies have been approved by LCWMD, nor shall Contractor allow any of its subcontractors to commence Landscaping Services on any subcontract until all such insurance policies have been obtained by the subcontractor and approved by LCWMD. All such insurance policies shall have a retroactive date which is the earlier of the date of this Agreement between the Parties or Contractor’s commencement of Landscaping Services hereunder.

4.2. Indemnification. Contractor agrees to defend, indemnify, and hold harmless Participating Landowners, the District and their respective directors, officers, managers, members, agents and employees harmless from any claim(s), cause(s) of action, liability or expense, including, without limitation, costs and reasonable attorney’s fees, for personal injury (including death) and/or property damage caused by, related to, arising out of or resulting from the error, act or omission of the Contractor’s performance of Landscaping Contractor under this Agreement by Contractor, its subcontractors, agents or employees. The foregoing indemnity expressly extends to claims of injury, death, or damage to employees of Contractor or of a subcontractor. In claims against any person or entity indemnified under this Section by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Contractor expressly waives immunity under workers’ compensation laws for the purposes of this indemnity provision.

5. MISCELLANEOUS PROVISIONS
5.1 Notices. All notices, demands or other communications made pursuant to this Agreement shall be in writing and shall be sent by (i) registered or certified United States mail, postage prepaid, (ii) by overnight courier, or (iii) by facsimile. Such notice shall be deemed effective upon delivery addressed as follows:

To CONTRACTOR:

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

To LCWMD:

Long Creek Watershed Management District  
c/o Cumberland County Soil & Water Conservation District  
35 Main Street, Suite 3  
Windham, Maine 04062  
Attention: Executive Director

5.2 Entire Agreement, Modifications. This Agreement and the Exhibits A and B attached hereto and hereby incorporated constitute the entire agreement of the Parties, and neither Party shall be bound by any statement or representation not contained herein. The failure of any Party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any Party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law. This Agreement cannot be changed, amended or modified, except by another agreement in writing signed by all Parties hereto or by their respective successors in interest.

5.3 Headings. The section headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope or interest of any provisions of this Agreement.

5.4 Severability. If any section, term, covenant, or condition of this Agreement or the application thereto to any person or circumstances shall, to any extent be illegal, invalid or unenforceable because of judicial construction, the remaining sections, terms, covenants, and conditions of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each section, term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by Law.

5.5 Governing Law, Remedies. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. Except as otherwise agreed by the Parties in writing, all disputes, claims, counterclaims and other matters in question between LCWMD and
Contractor arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction. This Agreement is made and shall be construed under the laws of the State of Maine. Except as otherwise expressly agreed by the parties in writing, exclusive venue for any such civil action shall be in Maine.

5.6 Compliance with Applicable Laws. Contractor agrees that it and its subcontractors, if any, shall comply with all applicable federal, State and local statutes, laws, rules, regulations, codes, ordinances, orders and resolutions in the performance of Landscaping Contractor under this Agreement.

5.7 Assignment; Successors and Assigns. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably conditioned, delayed or withheld. This Agreement shall benefit and be binding upon the Parties hereto and their respective permitted successors and assigns.

5.8 Subcontracts. The Contractor shall not sublet any part of this Agreement without the prior written permission of LCWMD. The Contractor agrees that it is fully responsible to LCWMD for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

5.9 Ownership of Documents. Drawings, notes, documents, plans, reports and specifications or other material to be developed under this Agreement shall become the property of LCWMD and be promptly delivered to LCWMD upon the completion of Landscaping Services under this Agreement or sooner upon LCWMD’s request or the termination of this Agreement. Contractor shall be responsible for the protection and/or replacement of any work or materials in its possession, including work or materials provided to Contractor by LCWMD.

5.10 Force Majeure. Provided such Party gives written notice to the other of such event, a Party shall not be liable for its failure to perform its respective obligations under this Agreement, if prevented from so doing by any cause beyond the reasonable control of such Party such as, but not limited to, strikes, lockouts, or failure of supply or inability by the exercise of reasonable diligence, to obtain supplies, parts, or employees necessary to perform such obligations, or because of war or other emergency. The time within which such obligations shall be performed shall be extended for a period of time equivalent to the delay from such cause.

5.11 Non-Waiver. Except as expressly provided in this Agreement, the failure or waiver, or successive failures or waivers on the part of either Party hereto, in the enforcement of any paragraph or provision of this Agreement shall not render the same invalid nor impair the right of either Party hereto, its successors or permitted assigns, to enforce the same in the event of any subsequent breach thereof.
IN WITNESS WHEREOF, the Parties hereto have caused this Landscaping Contractor Agreement to be executed by their duly authorized representatives as of the date first set forth above.

CONTRACTOR

By: ______________________________
    Signature
    ______________________________
    Print Name
    Its: ______________________________ (Title)

LONG CREEK WATERSHED MANAGEMENT DISTRICT

By: ______________________________
    Signature
    ______________________________
    Print Name
    Its: ______________________________ (Title)