



LONG CREEK WATERSHED MANAGEMENT DISTRICT
Request for Proposals
Pavement Sweeping Services
December 14, 2023

1. INTRODUCTION.

The Long Creek Watershed Management District (“LCWMD”) is seeking proposals from qualified service providers to provide pavement sweeping services in the Long Creek Watershed.

Long Creek is a freshwater urban stream system in southern Maine. The Long Creek Watershed is approximately 3.45 square miles and is located in the municipalities of Portland, South Portland, Westbrook, and Scarborough. The Long Creek Watershed is shown in **Attachment A**.

LCWMD 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. LCWMD was formed to provide the structure for the cooperative implementation of the *Long Creek Watershed Management Plan* (“Watershed Management Plan”). Implementation of the Watershed Management Plan is required of permittees under the *General Permit — Post Construction Discharge of Stormwater in the Long Creek Watershed* (“Long Creek General Permit”) issued by the Maine Department of Environmental Protection on April 15, 2015. The Watershed Management Plan lays out a course of action toward improving water quality in Long Creek and meeting water quality goals. The pavement sweeping services that are the subject of this RFP are being carried out as a requirement of the Watershed Management Plan.

The Cumberland County Soil & Water Conservation District (“CCSWCD”) provides technical support to LCWMD for implementation of the Watershed Management Plan and will be providing technical support related to the services in this RFP.

The Watershed Management Plan, as well as other supporting documentation, are available on LCWMD’s website at: www.restorelongcreek.org.

2. NOTICES AND DEADLINES.

A. Pre-Bid Conference.

An optional Pre-Bid Conference will be held at **1:00 PM on December 21, 2023**, at the offices of the Cumberland County Soil & Water Conservation District, 35 Main Street, Suite

3, Windham, Maine, or remotely via Zoom online web conference. A potential proposer who would like to participate in the online web conference must send an email to LCWMD's Executive Director, Peter Carney, at pcarney@restorelongcreek.org no later than **4:00 PM on December 20, 2023**, requesting an invitation to participate in the online web conference. An invitation with the information needed to access the online web conference will be sent no later than **5:00p.m. on December 20, 2023**.

B. Questions About the Request for Proposals.

Comments and/or questions concerning this Request for Proposals ("RFP") must be received by LCWMD's Executive Director, Peter Carney, via email to pcarney@restorelongcreek.org, by phone to (207) 894-4320, or delivery to Long Creek Watershed Management District c/o CCSWCD, Pavement Sweeping Services RFP – Questions, 35 Main Street, Suite 3, Windham, ME 04062, no later than **4:00 PM on January 4, 2024**.

C. Addenda to the Request for Proposals.

Addenda, if any, to the RFP will be issued on or before **5:00 PM on January 8, 2024**. Addenda will be provided to attendees of the Pre-Bid Conference and will be posted to LCWMD's website. Failure of a proposal to address information in any issued addenda may result in rejection of the proposal.

D. Proposal Submittal and Due Date.

Proposals must be submitted to Long Creek Watershed Management District c/o CCSWCD, 35 Main Street, Suite 3, Windham, ME 04062 and received on or before 4:00 PM on January 18, 2024. Submissions must be sealed and clearly marked: "Pavement Sweeping Services RFP – Proposal." Proposals will be publicly opened at **4:00 PM on January 18, 2024**, at the offices of CCSWCD, 35 Main Street, Suite 3, Windham, Maine. Emailed proposals will not be accepted.

3. STATEMENT OF WORK.

A. Scope of Pavement Sweeping Services.

The pavement sweeping services for which the successful proposer (hereinafter "Service Provider") will be responsible includes pavement sweeping for pavement managed by LCWMD in the Long Creek Watershed (hereinafter the "Pavement Sweeping Services"). The work will take place on multiple parcels owned and/or operated by permittees under the Long Creek General Permit. LCWMD's authority to access these parcels is through "Participating Landowner Agreements" between LCWMD and each permittee under the Long Creek General Permit. The parcels include retail, commercial, industrial, residential, and

government properties. The swept areas are primarily comprised of parking areas and access drives, but also include a limited amount of curb lines on public roads.

The total area of pavement managed by LCMWD for sweeping is approximately 300 acres, all of which is swept three times annually. Within the 300 acres of LCWMD-managed pavement, LCWMD has identified approximately 68 acres as “Hot Spots” which are swept two additional times annually for a total of five annual sweeping events. In addition, a small porous pavement demonstration project on Maine Mall Road will be swept four times per year.

The table in **Attachment B** lists the parcels upon which the Pavement Sweeping Services will be performed and identifies the LCWMD-assigned parcel number for each parcel, the parcel’s street address, and the acreage of pavement to be swept on the parcel. A GIS map of parcel’s is also available on LCWMD’s website at: <https://www.restorelongcreek.org/webgis>.

B. Annual Sweeping Events.

i. Spring Sweep – Large Particle Collection

The Large Particle Collection component of the Spring Sweep is a thorough sweep and cleanup, performed as soon as possible after snow melt. This is a gross-level cleanup, intended to remove the bulk of winter sand, salt, grit, and other debris from parking areas, access drives, snow dumps, and roadway curb lines. The sweeping equipment that must be used for the Large Particle Collection event includes **mechanical broom, pure vacuum, or regenerative air sweepers**, or a combination thereof. The Service Provider may need to use other equipment such as a skid steer with bucket, blowers, shovels, or brooms to remove areas of heavy sand, sediment, and trash. Landowners or operators are expected to remove bulk items from snow dumps such as curbing, loose asphalt, and larger trash items prior to commencement of the Large Particle Collection event. The Large Particle Collection component of the Spring Sweep shall be performed on all 300 acres of pavement managed by LCWMD for sweeping.

The Large Particle Collection component of the Spring Sweep shall commence soon as possible after snow melt, typically commencing in mid-April of each year.

ii. Spring Sweep – Collection of Fines

The Collection of Fines component of the Spring Sweep is a thorough sweep and cleanup, performed after the Large Particle Collection component of the Spring Sweep has been completed. This is a fine cleanup, intended to capture fine particles that were not captured during the Large Particle Collection component. The sweeping equipment that must be used for the Collection of Fines event includes **either pure vacuum or regenerative air sweepers**.

The Collection of Fines component of the Spring Sweep shall be performed on all 300 acres of pavement managed by LCWMD for sweeping.

The Collection of Fines component of the Spring Sweeping shall commence immediately after the Large Particle Collection event, typically in late May of each year.

iii. Hot Spot Sweeps

Hot Spot Sweeping events are performed two times in the calendar year after the Spring Sweep events have been completed. Hot Spot Sweeping events target high traffic areas such as drive throughs, and curb lines that collect sediment and trash. Hot Spot Sweeping events are intended to capture fine particulate such as metals that are deposited after sweeping events earlier in the year. The sweeping equipment that must be used for the Hot Spot Sweeping events includes **either pure vacuum or regenerative air sweepers**.

Hot Spot Sweeping Events shall each be performed on the 68 acres of pavement managed by LCWMD for sweeping identified as “Hot Spots.”

Hot Spot Sweeping Events shall be performed in late August and late September of each year.

iv. Fall Sweep

The Fall Sweep is a thorough sweep and cleanup intended to capture both fine particles and fallen leaves that may decay on pavement over the winter. The sweeping equipment that must be used for the Fall Sweep event includes **either pure vacuum or regenerative air sweepers**.

The Fall Sweep shall be performed on all 300 acres of pavement managed by LCWMD for sweeping.

The Fall Sweep shall commence in late October of each year.

v. Porous Pavement Sweeping

Porous Pavement Sweeping is required for a porous pavement demonstration project implemented by Maine DOT on Maine Mall Road. This is a curb-to-curb cleanup, intended to capture fine particles that have been deposited in the pavement voids. The sweeping equipment that must be used for the Porous Pavement Sweeping events includes **either pure vacuum or regenerative air sweepers (configured in vacuum mode only)**.

Porous Pavement Sweeping shall be performed during each of the five annual sweeping events. The porous pavement acreage is included with the acreage for Maine Mall Road.

vi. Summary Table of Sweeping Events, Acreages, and Required Equipment

The following table summarizes annual sweeping events, the acreage to be swept per event, and the sweeping equipment required for each event:

Sweeping Event	Timing	Acres Per Event	Type of Sweeping Equipment Required
Spring Sweeping: Large Particle Collection	Mid-April	300	Mechanical Broom <u>or</u> Pure Vacuum <u>or</u> Regenerative Air
Spring Sweeping: Collection of Fines	Late May	300	Pure Vacuum <u>or</u> Regenerative Air
Hot Spot Sweeping Event	Late August	68	Pure Vacuum <u>or</u> Regenerative Air
Hot Spot Sweeping Event	Late September	68	Pure Vacuum <u>or</u> Regenerative Air
Fall Sweep	Late October	300	Pure Vacuum <u>or</u> Regenerative Air

C. Disposal of Waste Materials.

If no evidence of grease, oil, or other chemicals is observed in sweepings and solid materials, the Service Provider will follow the disposal procedures in this section. For other conditions, follow the notification procedures reviewed during the annual kickoff meeting which will be held each year prior to commencement of work.

The Service Provider will be responsible for the disposal of waste materials accumulated through the pavement sweeping services. The Service Provider will be reimbursed for disposal of waste materials at an appropriately licensed facility for the type of material being disposed at standard commercial rates for facilities in the Greater Portland, Maine area at the time of disposal.

Disposal manifests shall be sent to LCWMD within 30 days of disposal. No payment will be made until manifests documenting lawful disposal of waste materials have been received and accepted by LCWMD.

D. Water Access.

The Service Provider is responsible for providing all water needed to properly perform the Pavement Sweeping Services. Water used for the work shall be potable. The cost of water shall be included in the unit prices bid for the work. The Service Provider has sole responsibility for identifying and coordinating for any and all water required.

E. Required Notifications.

If any of the following conditions are caused, encountered, or observed during the work, the service provider shall notify LCWMD immediately (within two hours, at a minimum) using the contact information provided during the annual kickoff meeting:

- Any condition that constitutes a health or safety hazard;
- Discharges of chemicals, oil, vehicle fluid, hydraulic fluid, detergent, cleaning agent, sanitary sewage, or other potential pollutants to surface waters, a Municipal Separate Storm Sewer System (“MS4”), the Long Creek drainage system, open ditches, or private properties or roadways (this applies whether the discharge was caused by the service provider or not); and/or
- Any issue related to the disposal of waste materials from an activity, such as rejection by a disposal facility of waste material.

F. Required Reporting.

The Service Provider’s invoice shall identify clearly which parcels were swept, the total area swept on each parcel, the total weight of sweepings and solid materials disposed of for each sweeping event, and where all sweepings and solid materials were disposed.

G. Insurance.

The Service Provider shall obtain and maintain, throughout the term of any awarded agreement and for a period of at least two years following the completion of the Pavement Sweeping Services at least the following types and amounts of insurance coverage:

- Commercial General Liability with limits no less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Service Provider under this Agreement;

- Commercial Automobile Liability with limits no less than \$2,000,000, combined single limit; and
- Workers' Compensation insurance as required by applicable law.

All insurance policies except for Workers' Compensation shall name LCWMD and the Participating Landowners, and their respective directors, officers, managers, members, agents, employees, successors and assigns including, in each case, all successors and permitted assigns, as additional insureds by way of policy endorsement.

H. Contract for Services.

The successful proposer selected by LCWMD will be required to sign an LCWMD Services Agreement, a sample of which is provided as **Attachment C** to this RFP. No material modifications to this Agreement will be considered or accepted.

I. Duration of the Contract.

LCWMD anticipates awarding agreements for the work under this RFP in January 2024, with work beginning in April 2024. Agreements awarded under this RFP will be for services to be performed in the 2024 and 2025 calendar years. By submitting a proposal in response to this RFP, proposers affirm that unit prices included in their proposal will remain in effect, without modification, escalation, or adjustment, through December 31, 2025, if an agreement is awarded.

Thereafter, LCWMD solely reserves the right to negotiate two additional one-year renewals with the selected Service Provider potentially extending the agreement to calendar years 2026 and 2027 subject to the mutual agreement of the parties on pricing and the scope of work for each extension year. At least ninety days before the start of the 2026 calendar year, LCWMD will send the Service Provider a letter of intent informing the Service Provider of LCWMD's desire to extend the Agreement, or not. If LCWMD desires to extend the Agreement, the parties will then have thirty days from the date of LCWMD's letter of intent to negotiate the terms of the extension for calendar year 2026. If an agreement is not reached after the thirty-day negotiations period, the term will be through December 31, 2025. If the Agreement is extended for the 2025 calendar year, LCWMD will send a similar letter of intent to the Service Provider at least ninety days prior to the start of the 2026 calendar year, and if LCWMD desires to extend the Agreement, the parties will then have thirty days from the date of LCWMD's letter of intent to negotiate the terms of the extension for calendar year 2026; if an agreement is not reached after the thirty-day negotiations period, the term will be through December 31, 2025.

4. MATERIALS TO BE SUBMITTED.

The elements below are mandatory components of a responsive proposal.

A. Qualifications.

Proposers must submit a qualifications statement and supporting documentation that includes:

- Demonstration of the qualifications, competence, and capacity of the proposer to carry out the Pavement Sweeping Services as specified in the Statement of Work.
- Identification of the personnel who will perform the Pavement Sweeping Services and their qualifications and their anticipated role in providing the Pavement Sweeping Services.
- A summary of the proposer's safety record and related training during the three years prior to the proposal submission date.
- Summaries of three current or most recent projects undertaken by proposer that demonstrates its ability to complete the Pavement Sweeping Services described in the Statement of Work.
- Specifications on the equipment and tools available to perform the Pavement Sweeping Services.

B. Client References.

Proposals must include a minimum of three (3) references with addresses and phone numbers familiar with the proposer's work who may be contacted by LCWMD in connection with the proposal.

C. Health and Safety Plan.

The proposal must include a Health and Safety Plan ("HASP") for protection of the proposer's staff, addressing potential risks of exposure and safety issues associated with the services described in this RFP. This HASP will not be approved or otherwise accepted by LCWMD but will demonstrate the proposer's understanding of the risks of the nature of the work in this RFP and its dedication to the safety of its staff.

The proposer's HASP shall be consistent with federal and state occupational safety and health statutes and rules and include emergency contact information for all proposer employees

and subcontractors that will be on-site. If an agreement is awarded, this emergency contact information list shall be updated and provided to LCWMD prior to commencement of work.

In this HASP, the proposer is responsible for the following, at a minimum:

- Determining whether performance of the Pavement Sweeping Services requires traffic control and management, and demonstrating that its staff and subcontractors are certified and prepared to comply with traffic control and management requirements, at no additional cost to LCWMD;
- Identifying how staff and subcontractors will handle the removal and disposal of sharps (*i.e.* needles) that may be encountered during performance of the Pavement Sweeping Services; and
- Identifying how staff and subcontractors that will be performing the Pavement Sweeping Services will respond to the presence, or suspected presence, of hazardous substances, chemicals, or oil.

D. Proposal Form.

Proposals must be based on a per acre unit cost and must include a completed Proposal Form as provided in **Attachment D**. The Proposal Form must be fully executed and must provide all information requested. All costs of providing the Pavement Sweeping Services, including, but not limited to, the cost of all labor, supplies, materials, and insurance, must be incorporated into and included in the unit prices. An exception to this is the cost of disposal of waste materials for which the service provider will be reimbursed separately in accordance with paragraph 3(C). LCWMD will not compensate proposers for expenses incurred in preparing, submitting, or presenting a proposal.

LCWMD will not compensate proposers for expenses incurred in preparing, submitting, or presenting a proposal.

5. SELECTION PROCESS.

Proposals will be reviewed by LCWMD’s Executive Director and members of LCWMD’s Board of Directors. Proposals will be evaluated with respect to the proposer’s experience, qualifications, ability to perform the work, and cost, as follows:

Qualifications Selection Criteria	Maximum Points
Quality of Proposal: This criterion will evaluate whether the proposal and supporting materials submitted with the proposal support the proposer’s assertions relevant to qualifications, and whether sufficient details are provided to evaluate cost and value of the proposer’s services.	5
Experience: This criterion will evaluate proposer’s demonstrated experience with work of a similar scope and proposer’s experience with the sweeping technologies required by the work.	30
Capacity to Meet Requirements of the Contract: This criterion will evaluate whether the proposer has sufficient staff and equipment to complete the work on time.	25
Safety Record and Related Training: This criterion will evaluate the proposer’s safety record and related training.	10
References: This criterion will evaluate the proposer’s references as related to the proposer’s quality of work and ability to complete the work in a timely and efficient manner.	10
Total Overall Value: This criterion will be an assessment of the proposal’s overall cost relative to the results of the other qualifications selection criteria for the proposal.	20
TOTAL	100

An Agreement will be awarded by LCWMD’s Board of Directors to the proposer whose:

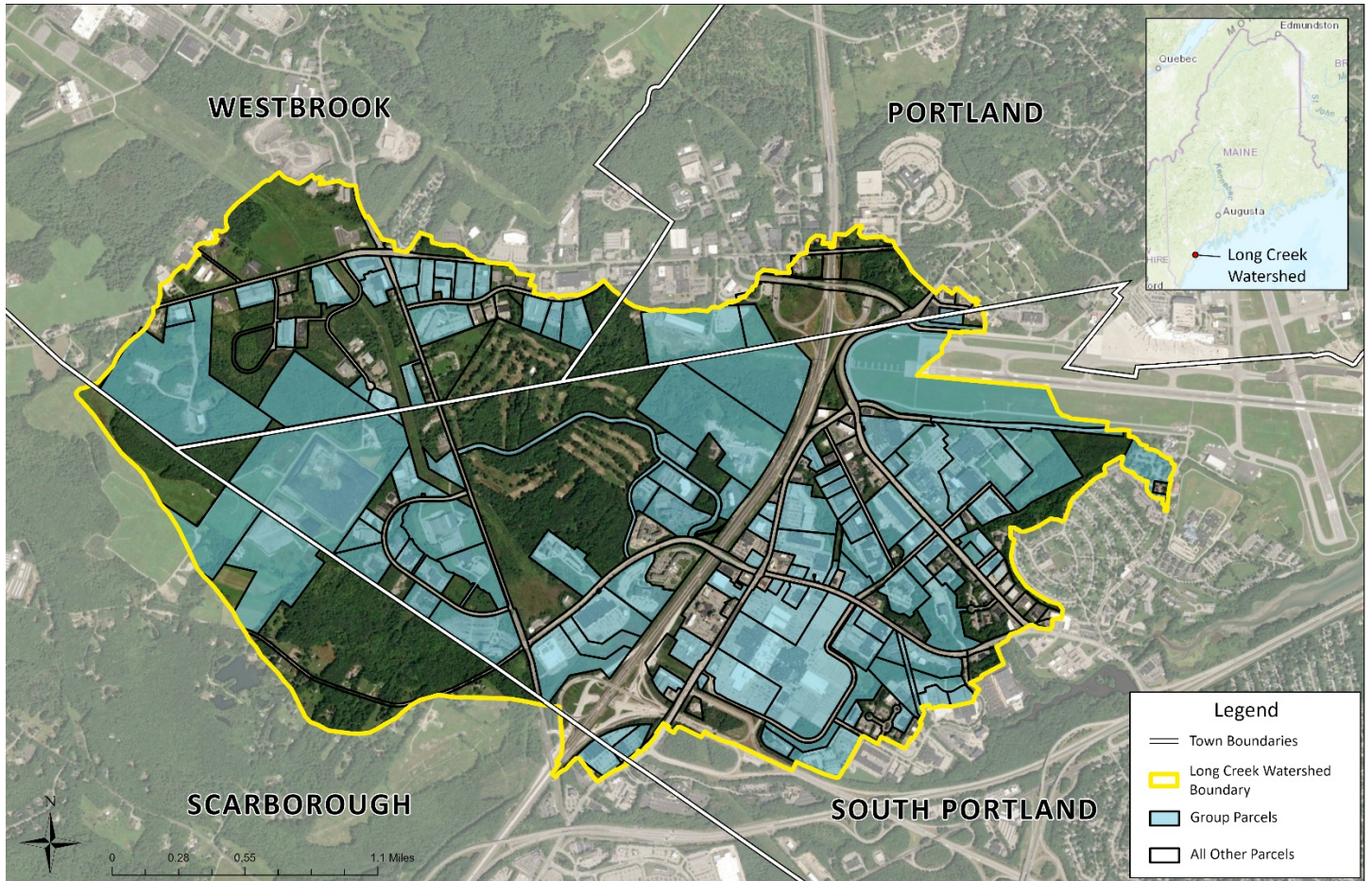
- Proposal conforms to this RFP;
- Will be the most advantageous to the LCWMD; and
- Is in the best interests of the public.

LCWMD reserves the right to waive any informalities in proposals, to reject non-responsive proposals, to reject any and all proposals for any reason, and to negotiate with any proposer deemed to have submitted a proposal that in the judgment of LCWMD is in the best interests of LCWMD.

ATTACHMENTS:

- A. Long Creek Watershed Map
- B. Parcel List
- C. Services Agreement (sample)
- D. Proposal Form

**ATTACHMENT A:
Long Creek Watershed Map**



Long Creek watershed with Participating Landowner parcels highlighted.

ATTACHMENT B:
Parcel List

**Long Creek Watershed Management District
2024 Pavement Sweeping Services
Parcel List (last revised 9/18/2023)**

Parcel	Street Address	Municipality	Full Sweep	Hot Spot Curb
3	109 District Rd	Portland	5.98	0.31
4	70 District Rd	Portland	0.44	0.00
5	94 Johnson Road	Portland	0.66	0.06
6	98 Johnson Rd	Portland	0.14	0.00
10	Sable Oaks & Country Club Drive	South Portland	6.19	1.92
11	85 Scott DR	South Portland	0.84	0.37
12	65 Gannett DR	South Portland	1.93	0.83
13	119 Gannett DR	South Portland	1.55	0.51
14	155 Gannett Drive	South Portland	0.90	0.40
15	207 Gannett DR	South Portland	0.91	0.30
16	295 Gannett DR	South Portland	4.49	1.49
17	324 Gannett Drive	South Portland	1.09	0.31
18	202 Gannett Drive	South Portland	0.76	0.34
19	192 Gannett DR	South Portland	1.29	0.54
20	176 Gannett DR	South Portland	0.84	0.46
21	100 Gannett DR	South Portland	1.27	0.49
22	2 Gannett DR	South Portland	7.63	1.29
23	240 Running Hill RD	South Portland	4.53	0.85
25	41 Donald B. Dean Dr	South Portland	0.86	0.35
27	75 John Roberts Road	South Portland	4.94	0.82
28	0 Philbrook Ave	South Portland	0.07	0.05
29	290 Maine Mall RD	South Portland	11.60	1.45
30	364 Maine Mall RD	South Portland	31.38	3.27
31	400 Maine Mall RD	South Portland	11.15	1.03
32	7 Philbrook Ave	South Portland	0.27	0.14
34	303 Maine Mall RD	South Portland	1.92	0.40
36	415 Maine Mall RD	South Portland	4.29	0.18
37	461 Maine Mall Rd	South Portland	1.77	0.35
38	82 Running Hill RD	South Portland	5.29	0.94
39	175 Running Hill RD	South Portland	3.70	0.86
40	200 Running Hill RD	South Portland	7.10	1.18
41	0 Running Hill Road	South Portland	2.13	0.23
44	600 Sable Oaks DR	South Portland	2.65	0.86
45	303 Sable Oaks DR	South Portland	1.50	0.51
46	707 Sable Oaks DR	South Portland	1.92	0.37
47	505 Country Club Drive	South Portland	1.56	0.17
48	200 Sable Oaks Dr	South Portland	4.20	1.02
49	220 Maine Mall Road	South Portland	0.62	0.03
51	198 Maine Mall RD	South Portland	5.02	0.93
53	269 Maine Mall RD	South Portland	0.92	0.17
54	195 Maine Mall RD	South Portland	0.93	0.34
55	227 Maine Mall RD	South Portland	1.58	0.35
56	419 Gorham RD	South Portland	0.97	0.34
57	220 Maine Mall RD	South Portland	7.20	1.38
58	350 Philbrook Ave	South Portland	0.23	0.02

**Long Creek Watershed Management District
2024 Pavement Sweeping Services
Parcel List (last revised 9/18/2023)**

59	244 Western AVE	South Portland	0.94	0.15
60	80 Foden Road	South Portland	1.05	0.34
61	100 Foden RD	South Portland	2.94	0.63
62	311 Darling AVE	South Portland	3.57	0.76
63	225 Gorham RD	South Portland	3.42	0.99
64	55 Foden RD	South Portland	1.36	0.36
65	343 Gorham Road	South Portland	1.91	0.31
66	415 Philbrook AVE	South Portland	2.22	0.35
67	415 Philbrook AVE	South Portland	4.81	0.71
68	0 Philbrook Ave	South Portland	0.14	0.08
69	264 Gorham RD	South Portland	1.70	0.26
70	333 Clarks Pond Park	South Portland	2.79	0.53
71	200 Gorham Road	South Portland	2.46	0.86
72	200 Gorham Road	South Portland	1.11	0.22
78	245 Western AVE	South Portland	0.78	0.28
79	125 Western Ave	South Portland	0.29	0.08
80	209 Western Ave	South Portland	0.87	0.19
83	50 Foden Road	South Portland	1.43	0.39
84	265 Western Ave	South Portland	1.14	0.32
85	2 Foden Road	South Portland	2.74	0.39
86	133 Pope RD	South Portland	0.66	0.27
87	5 Foden RD	South Portland	9.22	1.63
88	90 Maine Mall Road	South Portland	1.15	0.28
89	53 Darling AVE	South Portland	1.12	0.32
90	75 Darling AVE	South Portland	1.03	0.22
91	95 Darling AVE	South Portland	1.35	0.42
92	123 Darling Ave	South Portland	0.47	0.09
93	123 Darling AVE	South Portland	2.06	0.35
98	333 Western AVE	South Portland	7.72	0.94
99	443 Western AVE	South Portland	5.57	0.90
100	371 Western AVE	South Portland	0.55	0.16
102	316 Western AVE	South Portland	3.68	1.04
104	118 Johnson RD	Portland	1.24	0.00
106	1 Thomas Drive	Westbrook	3.62	0.97
109	33 Thomas DR	Westbrook	2.57	0.31
110	39 Thomas DR	Westbrook	1.19	0.40
111	45 Thomas DR	Westbrook	1.14	0.46
112	12 Thomas Drive	Westbrook	0.94	0.21
113	20 Thomas Drive	Westbrook	1.56	0.10
114	8 Thomas DR	Westbrook	0.86	0.25
115	10 Thomas Dr	Westbrook	1.59	0.40
116	4 Thomas DR	Westbrook	1.77	0.36
117	860 Spring ST	Westbrook	1.59	0.13
118	2 Thomas Drive	Westbrook	0.42	0.12
119	510 County RD	Westbrook	2.19	0.25
120	5 Karen DR	Westbrook	1.46	0.02

**Long Creek Watershed Management District
2024 Pavement Sweeping Services
Parcel List (last revised 9/18/2023)**

122	396 County RD	Westbrook	0.81	0.27
124	85 Scott Drive	Westbrook	0.13	0.09
126	600 County RD	Westbrook	1.02	0.42
127	340 County RD	Westbrook	1.69	0.12
128	865 Spring ST	Westbrook	1.84	0.20
129	85 Scott Drive	Westbrook	0.23	0.09
130	969 Spring ST	Westbrook	0.80	0.20
131	171 Philbrook Ave.	South Portland	1.12	0.25
132	490 Payne Rd	Scarborough	3.94	0.44
133	555 Maine Mall Road	South Portland	1.89	0.50
134	696 Westbrook St	South Portland	2.43	0.38
135	280 Gannett Drive	South Portland	2.39	0.88
136	594 County Road	Westbrook	4.04	1.20
137	333 Clarks Pond Park	South Portland	1.88	0.38
138	333 Clarks Pond Park	South Portland	2.40	0.33
143	80 John Roberts Road	South Portland	0.62	0.00
145	290 Maine Mall Rd	South Portland	0.94	0.06
146	291 Maine Mall Rd	South Portland	1.20	0.21
203	Cummings Rd	South Portland	2.19	2.19
206	Gorham Road	South Portland	2.84	2.84
208	Maine Mall Rd	South Portland	2.89	2.89
301	MTA Crosby Lot	South Portland	3.64	0.17
402	Philbrook Ave	South Portland	2.09	2.09
405	Darling Ave	South Portland	1.07	1.07
411	Gorham Road	South Portland	0.63	0.63
501	Thomas Dr	Westbrook	1.39	1.39
502	Scott Dr	Westbrook	1.12	1.12
503	Ledgeview Dr	Westbrook	0.38	0.38
504	Karen Dr	Westbrook	0.51	0.51

Totals:	299.67	68.27
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ATTACHMENT C:
Services Agreement (sample)



Services Agreement

This Services Agreement ("**Agreement**"), dated as of [DATE] (the "**Effective Date**"), is entered into by and between [SERVICE PROVIDER NAME], a [STATE OF ORGANIZATION] [corporation/LLC/[OTHER ENTITY]], with offices located at [ADDRESS] ("**Service Provider**") and the **Long Creek Watershed Management District**, a quasi-municipal, special purpose district established as a separate legal entity and instrumentality and body corporate and politic under the laws of the State of Maine, with a mailing address of 35 Main Street, Suite 3, Windham, Maine 04062 ("**LCWMD**").

WHEREAS, LCWMD has requested proposals in its Pavement Sweeping Services Request for Proposals dated December 14, 2023, for the provision of certain Services (the "**RFP**") attached hereto as **Exhibit A**;

WHEREAS, Service Provider has submitted a [IDENTIFY PROPOSAL] dated [DATE OF PROPOSAL] for the provision of Services to LCWMD (the "**Proposal**") attached hereto as **Exhibit B**; and

WHEREAS, LCWMD desires to retain Service Provider to provide the said Services (defined below) under the terms and conditions hereinafter set forth, and Service Provider is willing to perform such Services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and LCWMD (hereinafter, collectively, the "**Parties**", or each, individually, a "**Party**") agree as follows:

1. Services.

1.1 Service Provider shall provide to LCWMD the services (the "**Services**") set out in the statement of work ("**Statement of Work**" or "**SOW**") which is a part of the RFP attached hereto as **Exhibit A**.

1.2 The Service Provider shall provide the Services (a) in accordance with the terms of and subject to the conditions set forth in the Statement of Work in **Exhibit A**, Service Provider's Proposal (attached hereto as **Exhibit B**), and this Agreement; (b) using personnel of required skill, experience, and qualifications; (c) in a timely, workmanlike, and professional manner; (d) in accordance with the highest professional standards in Service Provider's field; and (e) to the reasonable satisfaction of LCWMD.

1.3 Service Provider represents that it has the technical experience and financial capacity to fully perform the Services in accordance with this Agreement,

that it has obtained all necessary corporate approvals necessary for the execution and delivery of this Agreement, and that it possesses all required professional certifications and licenses as may be necessary for the proper performance of the Services.

2. Service Provider Obligations.

2.1 Service Provider shall appoint a primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "**Service Provider Contract Manager**").

2.2 Service Provider shall appoint a sufficient number of employees or authorized and approved contractors to perform the Services set out in the Statement of Work, each of whose names, positions, billing rates, and respective levels of experience and relevant licenses shall be set out in its Proposal (collectively, with Service Provider Contract Manager, "**Service Provider Personnel**").

2.3 Service Provider shall assign only qualified, legally authorized Service Provider Personnel to provide the Services.

2.4 Service Provider shall furnish all tools, equipment, vehicles, materials, and supplies necessary for the complete and timely performance of the Services.

2.5 Service Provider shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all Services furnished under this Agreement. Service Provider shall, without additional compensation, correct or revise any errors or deficiencies in the Services.

2.6 Service Provider shall commence performance of the Services by the commencement date specified in the Statement of Work and substantially complete the Services by the completion date specified in the Statement of Work. Time is of the essence of this Agreement.

2.7 Service Provider shall be responsible for the protection and replacement of any work or materials in its possession, including work or materials provided to Service Provider by LCWMD.

2.8 Service Provider shall comply with all applicable laws, regulations, rules, ordinances and orders in providing the Services.

2.9 Service Provider shall not subcontract, delegate or sublet any part of this Agreement without the prior written consent of LCWMD. Service Provider shall be responsible to LCWMD for the acts and omissions of its subcontractors and anyone directly or indirectly employed by them to perform the Services, as it is for the acts and omissions of persons directly employed by it.

2.10 Service Provider shall maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Service Provider in providing the Services in such form as LCWMD shall approve. During the Term and for a period of three years thereafter, upon LCWMD's written request, Service Provider shall allow LCWMD or LCWMD's representative to inspect and make copies of such records and interview Service Provider Personnel in connection with the provision of the Services; provided that LCWMD provides Service Provider with reasonable advance written notice of the planned inspection, and any such inspection shall take place during regular business hours. Service Provider acknowledges that LCWMD is a quasi-municipal entity and that records relating to the Services may be considered public records.

2.11 Drawings, notes, documents, plans, reports and specifications or other material to be developed under this Agreement shall become the property of LCWMD and shall be promptly delivered to LCWMD upon the completion of the Services or sooner upon LCWMD's request or, in any case, upon termination of this Agreement.

3. LCWMD Obligations. LCWMD shall:

3.1 Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**LCWMD Contract Manager**"), with such designation to remain in force unless and until a successor LCWMD Contract Manager is appointed, in LCWMD's sole discretion.

3.2 Require that the LCWMD Contract Manager respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.

3.3 Approval by LCWMD of any plan, drawing or document, or acceptance by LCWMD of any work or services furnished hereunder shall not in any way relieve Service Provider of responsibility for the technical adequacy of the work. Neither LCWMD's review, approval or acceptance of, nor payment for, any of the Services shall be construed to operate as a waiver of any rights by LCWMD under this Agreement or of any cause of action arising out of the performance of this Agreement, and Service Provider shall remain liable for all damages to LCWMD caused by Service Provider's or its agent's or representative's negligent performance of any of the Services furnished under this Agreement.

4. Fees and Expenses.

4.1 In consideration of the provision of the Services by the Service Provider and the rights granted to LCWMD under this Agreement, LCWMD shall pay Service Provider fees as set forth in the RFP and Proposal. Payment to Service Provider of

such fees and the reimbursement of expenses as provided in Section 4.2 below shall constitute payment in full for the performance of the Services, and LCWMD shall not be responsible for paying any other fees, costs or expenses. Fees and proper expenses will be payable within 30 days of receipt by LCWMD of an invoice from Service Provider accompanied by documentation reasonably requested by LCWMD evidencing and supporting all charges.

- a. Where the Services are provided on a time and materials basis, the fees payable for the Services shall be calculated in accordance with Service Provider's fee rates for the Service Provider Personnel set forth in the Proposal. Service Provider shall issue invoices to LCWMD monthly in arrears for its fees for time for the immediately preceding month, together with a detailed breakdown of any expenses for such month incurred.
- b. Where the Services are provided for a fixed price, the total fees for the Services shall be the amount set out in the Proposal. The total price shall be paid to Service Provider in installments, as set out in the RFP, with each installment being conditional on Service Provider achieving the corresponding Project Milestone. On achieving a Project Milestone in the RFP in respect of which an installment is due, Service Provider shall issue invoices to LCWMD for the fees that are then payable, together with a detailed breakdown of any expenses incurred.

4.2 The only expenses for which LCWMD will reimburse Service Provider is for the disposal of waste materials from pavement sweeping activities as expressly provided for in the RFP. Invoices seeking payment of expenses must be accompanied by receipts and supporting documentation reasonably acceptable to the LCWMD. All Service Provider expenses not meeting the requirements of this Agreement or the RFP to which it applies shall be the sole responsibility of the Service Provider.

4.3 Service Provider represents and warrants that it has carefully reviewed the RFP and this Agreement and has conducted its own investigation of (a) the nature and location of the Services; (b) the relevant laws, ordinances and orders that may affect the Services; (c) the type of equipment and personnel necessary to fully perform the Services; and (d) other conditions and circumstances that may affect performance of the Services, and that the fees, rates and prices set forth in the Proposal accurately and completely account for all such requirements and circumstances. Any increase in Service Provider's cost or expense in performing the Services shall be Service Provider's sole responsibility.

5. Intellectual Property.

5.1 Service Provider warrants that LCWMD will receive good and valid title to all deliverables produced for LCWMD in connection with the Services, free and clear of all encumbrances and liens of any kind. Service Provider warrants that none

of the Services or deliverables, or LCWMD's use thereof, infringe or will infringe any intellectual property rights of any third party.

5.2 LCWMD is, and shall be, the sole and exclusive owner of all right, title and interest in and to the deliverables produced by Service Provider for LCWMD in connection with the Services, including all intellectual property rights therein. All writings or works of authorship produced or authored by Service Provider in the course of performing services for LCWMD, together with any associated copyrights, are works made for hire and the exclusive property of LCWMD. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire, this Agreement shall constitute an irrevocable assignment by Service Provider to LCWMD of the ownership of and all rights of copyright and other intellectual property rights in such items.

5.3 Any and all data regarding the Long Creek Watershed that Service Provider has gathered or received from LCWMD for review in the course of performing the Services is the property of LCWMD, and Service Provider shall not use such data for any purpose, including but not limited to presentations, abstracts, and professional papers, other than performing the Services without the prior express written consent of LCWMD.

6. Confidentiality. All non-public, confidential or proprietary information of LCWMD or of the Participating Landowners (defined later) ("**Confidential Information**") disclosed by LCWMD to Service Provider, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for Service Provider's use in performing this Agreement and may not be disclosed or copied unless authorized by LCWMD in writing.

7. Term, Termination, and Survival.

7.1 This Agreement shall commence as of the Effective Date and shall continue thereafter until December 31, 2025, unless sooner terminated pursuant to Section 7.3, provided, however, that this Agreement may be extended for up to two additional one-year terms — calendar years 2026 and 2027 — subject to the mutual agreement of the parties on pricing and the scope of work for each extension year (together, the "Term"). At least 90 days before the start of the 2026 calendar year, LCWMD will send the Service Provider a letter of intent informing the Service Provider of LCWMD's desire to extend the Agreement, or not. If LCWMD desires to extend the Agreement, the parties will then have 30 days from the date of LCWMD's letter of intent to negotiate the terms of the extension for calendar year 2026. If an agreement is not reached after the 30-day negotiations period, the term of this Agreement will be through December 31, 2025. If the Agreement is extended for the 2026 calendar year, LCWMD will send a similar letter of intent to the Service Provider at least 90 days prior to the start of the 2027 calendar year, and if LCWMD desires to extend the Agreement, the parties will then have 30 days from the date of

LCWMD's letter of intent to negotiate the terms of the extension for calendar year 2027; if an agreement is not reached after the 30-day negotiations period, the term of this Agreement will be through December 31, 2026.

7.2 Termination for Cause. LCWMD may terminate this Agreement for cause, effective upon written notice to Service Provider, if Service Provider:

(a) Materially breaches this Agreement and such breach is incapable of cure, or with respect to a material breach capable of cure, Service Provider does not cure such breach within 10 days after receipt of written notice of such breach;

(b) Becomes insolvent or admits its inability to pay its debts generally as they become due; is dissolved or liquidated or takes any corporate action for such purpose; makes a general assignment for the benefit of creditors; or has a receiver, trustee or similar agent appointed to take charge of or sell any material portion of its property or business; or

(c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 days after filing.

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.

7.3 Termination for Convenience. LCWMD, in its sole discretion, may terminate this Agreement, in whole or in part, at any time for convenience, without liability except for required payment for services rendered and for reimbursement for expenses incurred, prior to the termination date, by providing at least 30 days' prior written notice to Service Provider.

7.4 Upon expiration or termination of this Agreement for any reason, Service Provider shall promptly:

(a) Deliver to LCWMD all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Service Provider in the course of performing the Services for which LCWMD has paid.

(b) Return to LCWMD all LCWMD-owned or supplied property, equipment, or materials in its possession or control.

(c) Remove any Service Provider-owned property, equipment, or materials located at LCWMD's or a Participating Landowner's locations.

(d) Deliver to LCWMD all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on LCWMD's Confidential Information.

(e) Provide reasonable cooperation and assistance to LCWMD in transitioning the Services to an alternate service provider.

(f) On a pro rata basis, repay all fees and expenses paid in advance for any Services which have not been provided.

7.5 Any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, (including, without limitation, rights and obligations of indemnity, insurance, confidentiality, and remedies) will survive any such termination or expiration of this Agreement.

8. Remedies; Limitations and Immunities.

8.1 LCWMD reserves the right to seek all legal and equitable remedies against Service Provider in the event of Service Provider's or its agents' breach or violation of any provision of this Agreement. In the event of a termination for cause under Section 7.2 above, LCWMD may take possession of all materials and finish the Services by whatever method it may deem expedient. If the unpaid balance of the Agreement price shall exceed LCWMD's cost and expense of finishing the Services, including compensation for additional contractor, consultant and administrative services, such excess shall be paid to Service Provider. If the cost and expense of finishing the Services after a termination for cause shall exceed such unpaid balance, Service provider shall pay the difference to LCWMD.

8.2 All of LCWMD's rights and remedies are cumulative and not exclusive, and the exercise of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, or otherwise.

8.3 Nothing in this Agreement shall be construed to waive, negate or abridge any constitutional, statutory and common law defenses, immunities or limitations of liability that may be available to a governmental entity or any of its officers, directors, agents and employees, all of which are expressly retained by LCWMD.

8.4 The Parties intend that the Service Provider's exclusive remedy for LCWMD's payment breach shall be its right to damages equal to its earned but unpaid fees and proper expenses. In no event shall LCWMD be liable to Service Provider for consequential or indirect damages, lost profits, lost business opportunities or any special or exemplary damages, all of which are waived by Service Provider.

8.5 To the extent a Party is required to seek enforcement of this Agreement or otherwise defend against an unsuccessful claim of breach, the unsuccessful Party shall be liable for all attorney's fees and costs incurred by the successful party to enforce the provisions of this Agreement.

9. Indemnification. Service Provider shall defend, indemnify and hold harmless LCWMD and Participating Landowners (later defined) and their respective directors, officers, managers, members, agents, employees, successors and assigns (collectively, the "**Indemnified Parties**") from and against all claim(s), cause(s) of action, liability or expense, losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, or costs of whatever kind, including without limitation, attorneys' fees, the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Indemnified Party (collectively, "**Losses**"), arising out of or resulting from:

- (a) bodily injury, death of any person or damage to real or personal property resulting from the intentional, willful, fraudulent or negligent acts or omissions of Service Provider or Service Provider Personnel;
- (b) Service Provider's material breach of any representation, warranty or obligation set forth in this Agreement; and
- (c) claims that any of the Services or deliverables, or LCWMD's receipt or use thereof, infringe any intellectual property right of a third party.

This indemnity is intended to be as broad as the law allows and applies without regard to any alleged contributory negligence of LCWMD. The foregoing indemnity expressly extends to claims of injury, death, or damage to Service Provider Personnel and shall not be limited by any immunity from or limitation on the amount or type of damages, compensation or benefits payable by or for Service Provider under the workers' compensation laws or other employee benefit laws. Service Provider expressly waives immunity under the workers' compensation laws for the purposes of this indemnity provision.

10. Insurance.

10.1 Service Provider shall obtain and maintain, throughout the Term of this Agreement and for a period of at least two years following the completion of the Services, at no expense to LCWMD or to the Long Creek Watershed landowners and operators who enter into an "Agreement Between Participating Landowner and the Long Creek Watershed Management District" (the "**Participating Landowners**," who are listed in **Exhibit C** attached hereto), at least the following types and amounts of insurance coverage:

- (a) Commercial General Liability with limits no less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising

liability, which policy will include contractual liability coverage insuring the activities of Service Provider under this Agreement;

- (b) Commercial Automobile Liability with limits no less than \$2,000,000, combined single limit; and
- (c) Workers' Compensation insurance as required by applicable law.

10.2 All insurance policies required hereunder shall:

- (a) be issued by insurance companies reasonably acceptable to LCWMD;
- (b) provide that such insurance carriers give LCWMD at least 30 days' prior written notice of cancellation or non-renewal of policy coverage; provided that, prior to such cancellation, the Service Provider shall have new insurance policies in place that meet the requirements of this Section 10;
- (c) except for Workers' Compensation insurance policies, waive any right of subrogation of the insurers against LCWMD and the Participating Landowners;
- (d) except for Workers' Compensation insurance policies, provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of LCWMD shall be excess and non-contributory; and
- (e) except for Workers' Compensation insurance policies, name LCWMD and the Participating Landowners, and their respective directors, officers, managers, members, agents, employees, successors and assigns including, in each case, all successors and permitted assigns, as additional insureds by way of policy endorsement.

10.3 Service Provider shall provide LCWMD with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section and shall not do anything to invalidate such insurance. This Section shall not be construed in any manner as waiving, restricting or limiting the liability of Service Provider for any obligations imposed under this Agreement, including but not limited to, any provisions requiring Service Provider to indemnify, defend and hold the Indemnified Parties harmless under this Agreement.

11. Independent Contractor.

11.1 Service Provider will provide the Services hereunder in the capacity of an independent contractor and not as an employee or agent of LCWMD. Service Provider shall control the conditions, time, details, and means by which Service Provider performs the Services. LCWMD shall have the right to inspect the work of

Service Provider as it progresses solely for the purpose of determining whether the Services are completed according to the applicable Statement of Work.

11.2 Service Provider has no authority to commit, act for or on behalf of LCWMD, or to bind LCWMD to any obligation or liability.

11.3 Service Provider is solely responsible for its employees and personnel and for the payment of their compensation, including, if applicable, withholding of income taxes and the payment and withholding of social security and other payroll taxes, unemployment insurance, Workers' Compensation insurance, and provision of all statutory benefits.

12. Entire Agreement. This Agreement, together with the RFP and Statement of Work, the Proposal, and any exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

13. Notices. All notices, requests, consents, demands or other communications made pursuant to this Agreement must be in writing and shall be sent by (i) registered or certified United States mail, postage prepaid, (ii) by nationally recognized overnight courier, or (iii) by email promptly followed by First-Class United States mail, postage prepaid. Such notice shall be deemed effective upon delivery addressed as follows:

To Service Provider: [Name of Consultant/Contractor]
[Street Address]
[City], [State] [Zip]
Attention: [Contract Manager]
email: [Contract Manager Email]

To LCWMD: Long Creek Watershed Management District
c/o Cumberland County Soil & Water Conservation District
35 Main Street, Suite 3
Windham, ME 04062
Attention: Peter J. Carney
email: pcarney@restorelongcreek.org

14. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15. Amendments. No amendment to, or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each Party.
16. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
17. Assignment. Service Provider shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of LCWMD which consent shall not be unreasonably withheld. Any purported assignment or delegation in violation hereof shall be null and void. No assignment or delegation shall relieve the Service Provider of any of its obligations hereunder. LCWMD may at any time assign or transfer any or all of its rights or obligations under this Agreement without Service Provider's prior written consent.
18. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.
19. Choice of Law; Venue. This Agreement, and all matters arising out of or relating to this Agreement, is governed by, and is to be construed in accordance with, the laws of the State of Maine, without regard to the conflict of laws provisions thereof. Each Party agrees that any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement shall be brought exclusively in a Maine court of competent jurisdiction.
20. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
21. Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars, or acts of terrorism) (each, a "**Force Majeure Event**"). Service Provider's financial inability to perform, changes in cost or availability of materials, components or services, market conditions, or supplier actions or contract disputes will not excuse performance by Service Provider under this section. Service Provider shall give LCWMD prompt written notice of any event or circumstance

that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. Service Provider shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.

[SIGNATURE PAGE FOLLOWS]

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective authorized officers.

[Name of Service Provider]

By: _____
Signature

Its: (Title)

LONG CREEK WATERSHED MANAGEMENT DISTRICT

By: _____
Peter J. Carney
Its: Executive Director

Exhibits

Exhibit A – Request for Proposals with Statement of Work

Exhibit B – Service Provider’s Proposal

Exhibit C – Participating Landowners; Additional Insureds

EXHIBIT A

REQUEST FOR PROPOSALS, INCLUDING STATEMENT OF WORK

SAMPLE

EXHIBIT B
PROPOSAL

SAMPLE

EXHIBIT C

PARTICIPATING LANDOWNERS; ADDITIONAL INSUREDS

This Exhibit is subject to amendment by LCWMD as properties within the Long Creek Watershed Management District subject to the "Agreement Between Participating Landowner and the Long Creek Watershed Management District" may be transferred and conveyed.

SAMPLE

Long Creek Watershed Management District
Exhibit C: List of Additional Insureds
December 13, 2023

Parcel Number	Company	Physical Address	Tax Map, Lot	Municipality
1	Eco Maine d/b/a ecomaine	85 Scott Drive	M R036, L 001A	Scarborough
2	Eco Maine d/b/a ecomaine	85 Scott Drive	M R017, L 009	Scarborough
3	City of Portland	109 District Road	M 234, L A001	Portland
4	City of Portland	70 District Road	M 233, L A002	Portland
5	Transport Leasing Corp.	94 Johnson Road	M 214A, L A006	Portland
6	Transport Leasing Corp.	98 Johnson Road	M 214A, L A005	Portland
10	Sable Oaks Office Park Association	Sable Oaks Drive/Country Club Drive		South Portland
11	Eco Maine d/b/a ecomaine	85 Scott Drive	M 86, L 3A	South Portland
12	J.B. Brown & Sons	65 Gannett Drive	M 85, L 23A	South Portland
13	MMC Realty Corp.	119 Gannett Drive	M 85, L 19A	South Portland
14	Portland DHS Associates, LP	155 Gannett Drive	M 85, L 18	South Portland
15	GOV Portland, LLC	207 Gannett Drive	M 85, L 17	South Portland
16	J.B. Brown & Sons	295 Gannett Drive	M 85, L 16	South Portland
17	Spectrum Realty, LLC	324 Gannett Drive	M 85, L 15	South Portland
18	Jordan Family Holdings, Inc.	202 Gannett Drive	M 85, L 11	South Portland
19	Saunders Properties, LLC	192 Gannett Drive	M 85, L 10	South Portland
20	GoVols Properties, LLC	176 Gannett Drive	M 85, L 8A	South Portland
21	Jefferson Mill LLC	100 Gannett Drive	M 85, L 5	South Portland
22	Anthem Health Plans of Maine, Inc.	2 Gannett Drive	M 84, L 7	South Portland
23	Target Corporation	240 Running Hill Road	M 84, L 4	South Portland
25	JFB Donald Dean Drive LLC/GWB Donald Dean Drive LLC	41 Donald B. Dean Drive	M 75A, L 108A	South Portland
27	Roberts Road Associates	75 John Roberts Road	M 75A, L 5	South Portland
28	GGP-Maine Mall L.L.C.	0 Philbrook Avenue	M 75, L 7	South Portland
29	Macy's Retail Holdings, LLC	290 Maine Mall Road	M 74B, L 4	South Portland
30	GGP-Maine Mall L.L.C.	364 Maine Mall Road	M 74B, L 3	South Portland
31	Sears, Roebuck and Co.	400 Maine Mall Road	M 74B, L 2	South Portland
32	GGP-Maine Mall L.L.C.	7 Philbrook Avenue	M 74B, L 1	South Portland
33	TRU 2005 RE I, LLC	301 Maine Mall Road	M 74, L 15B	South Portland
34	Rubin Portland, LLC	303 Main Mall Road	M 74, L 15A	South Portland
35	Vaneastland, LLC	363 Maine Mall Road	M 74, L 12	South Portland
36	CarMax Auto Superstores, Inc.	415 Maine Mall Road	M 74, L 9	South Portland
37	New Gen Hospitality, LLC	461 Maine Mall Road	M 74, L 8	South Portland
38	607 Northern Boulevard Realty Corp./Time Management Corp.	82 Running Hill Road	M 73, L11A	South Portland
39	175 Running Hill, LLC	175 Running Hill Road	M 73, L 7A	South Portland
40	Running Hill SP LLC	200 Running Hill Road	M 73, L4	South Portland
41-01	Target Corporation	0 Running Hill Road	M 73, L 3A	South Portland
41-02	Running Hill SP LLC	0 Running Hill Road	M 73, L 3A	South Portland
43	R.A. Cummings, Inc.	0 Cummings Road	M 71, L 3	South Portland

Long Creek Watershed Management District
Exhibit C: List of Additional Insureds
December 13, 2023

Parcel Number	Company	Physical Address	Tax Map, Lot	Municipality
44	Atlantic Regional Federal Credit Union	600 Sable Oaks Drive	M 69, L 13	South Portland
45	Beddy Bye, LLC	303 Sable Oaks Drive	M 69, L 11	South Portland
46	Second Portland Limited Partnership	707 Sable Oaks Drive	M 69, L 9	South Portland
47	Sablegolf, LLC	505 Country Club Drive	M 69, L 8	South Portland
48	Lullaby, LLC	200 Sable Oaks Drive	M 69, L 7	South Portland
49	Colby E. Marvin Saco Trust	220 Maine Mall Road	M 68, L 6J	South Portland
51	Ward Hill Realty, LLC/179 Ward Hill, LLC	198 Maine Mall Road	M 68, L 6B	South Portland
52	MMH, LLC	255 Maine Mall Road	M 68, L 5D	South Portland
53	GGP-Maine Mall L.L.C.	269 Maine Mall Road	M 68, L 5C	South Portland
54	Storage Realty Corp.	195 Maine Mall Road	M 68, L 5B	South Portland
55	Maine Mall Motors	227 Maine Mall Road	M 68, L 5A	South Portland
56	Nygren, James	419 Gorham Road	M 68, L 3	South Portland
57	GMG, LLC	220 Maine Mall Road	M 68, L 1	South Portland
58	GGP-Maine Mall L.L.C.	350 Philbrook Avenue	M 67, L 26	South Portland
59	244 Western Avenue Associates Limited Liability Company	244 Western Avenue	M 67, L 20	South Portland
60	S & J Properties, LLC	80 Foden Road	M 67, L 19	South Portland
61	Draco South Portland 100, LLC	100 Foden Road	M 67, L 18	South Portland
62	Atlantic Place Commerce Center, LLC	311 Darling Avenue	M 67, L 9	South Portland
63	Longcreek Properties, LLC	225 Gorham Road	M 67, L 7	South Portland
64	35 Foden Road Condominium Association, Inc.	35 Foden Road	M 67, L 6	South Portland
65	Cornerbrook LLC	343 Gorham Road	M 67, L 5C	South Portland
66	Hannaford Bros. Co., LLC	415 Philbrook Avenue	M 67, L 2C	South Portland
67	Philbrook Avenue Associates LLC	415 Philbrook Avenue	M 67, L 2B	South Portland
68	GGP-Maine Mall L.L.C.	0 Philbrook Avenue	M 67, L 2A	South Portland
69	Washington Baxter, LLC	264 Gorham Road	M 67, L 1C	South Portland
70	CPSP LLC	333 Clark's Pond Parkway	M 66, L 12	South Portland
71	CPSP LLC	200 Gorham Road	M 66, L 11	South Portland
72	CPSP LLC	0 Gorham Road	M 66, L 10A	South Portland
75	85 Western Avenue, LLC	85 Western Avenue	M 50, Lot 174	South Portland
78	Terra Firma Realty Trust	245 Western Avenue	M 49, L 209	South Portland
79	ABR Realty Trust	125 Western Avenue	M 49, L 208	South Portland
80	Raphael Limited Partnership	209 Western Avenue	M 49, L 207	South Portland
83	S & J Properties, LLC	50 Foden Road	M 49, L 93	South Portland
84	Millers River Development, LLC	265 Western Avenue	M 49, L 92A	South Portland
85	UPS Worldwide Forwarding, Inc.; United Parcel Service, Inc.	2 Foden Road	M 49, L 91A	South Portland
86	Texas Instruments Incorporated	133 Pope Road	M 49, L 90C	South Portland
87	Texas Instruments Incorporated	5 Foden Road	M 49, L 90B	South Portland
88	New Gen Hotels Group, LLC	90 Maine Mall Road	M 48, L 21	South Portland

Long Creek Watershed Management District
Exhibit C: List of Additional Insureds
December 13, 2023

Parcel Number	Company	Physical Address	Tax Map, Lot	Municipality
89	53 Darling Avenue, LLC	53 Darling Avenue	M 48, L 18	South Portland
90	75 Darling Preble Street, LLC	75 Darling Avenue	M 48, L 17	South Portland
91	Fork Food Hub, L3C	95 Darling Avenue	M 48, L 15A	South Portland
92	Darling Avenue Realty, LLC	123 Darling Avenue	M 48, L 14	South Portland
93	Darling Avenue Realty, LLC	123 Darling Avenue	M 48, L 13A	South Portland
95	New Gen Ventures, LLC	50 Maine Mall Road	M 48, L 10	South Portland
98	Diodes US Manufacturing Incorporated	333 Western Avenue	M 48, L 2F	South Portland
99	Jetport Plaza LLC	443 Western Avenue	M 48, L 2E	South Portland
100	Cabot House of Portland Real Estate Trust	371 Western Avenue	M 48, L 2B	South Portland
102	The Coca-Cola Bottling Company of Northern New England, Inc.	316 Western Avenue	M 48, L 1	South Portland
103	City of Portland	777 Westbrook Street	M 47, L 5	South Portland
104	Transport Leasing Corp.	118 Johnson Road	M 46, L 2C	South Portland
105	City of Portland	1001 Westbrook Street	M 44, L 16	South Portland
106	JFB Thomas Drive Development, LLC/GWB Thomas Drive Development, LLC	1 Thomas Drive	M 3, L 125	Westbrook
109	Sysco Northern New England, Inc.	33 Thomas Drive	M 3, L 120	Westbrook
110	LZ Associates	39 Thomas Drive	M 3, L 119	Westbrook
111	Silvex Incorporated	45 Thomas Drive	M 3, L 118	Westbrook
112	20 Thomas Drive, LLC	20 Thomas Drive	M 3, L 107	Westbrook
113	12 Thomas Drive, LLC	12 Thomas Drive	M 3, L 106	Westbrook
114	Westport Realty, LLC	8 Thomas Drive	M 3, L 104	Westbrook
115	United Rentals (North America), Inc.	10 Thomas Drive	M 3, L 103	Westbrook
116	Millenium Development LLC	4 Thomas Drive	M 3, L 102	Westbrook
117	GWB Cony, LLC	860 Spring Street	M 3, L 101A	Westbrook
118	Thomas Drive LLC	2 Thomas Drive	M 3, L 101	Westbrook
119	Sleepy Hollow Development, Inc.	510 County Road	M 2, L 68	Westbrook
120	5 Karen Drive Associates, LLC	5 Karen Drive	M 2, L 52	Westbrook
122	Best Company, LLC	396 County Road	M 2, L 49	Westbrook
124	Eco Maine d/b/a ecomaine	85 Scott Drive	M 2, L 41	Westbrook
125	R.A. Cummings, Inc.	93 Scott Drive	M 2, L 40	Westbrook
126	Spiller Drive LLC	600 County Road	M 2, L 24A	Westbrook
127	MaineHealth	340 County Road	M 2, L 19D	Westbrook
128	465 Main Street LLC	865 Spring Street	M 2, L 19	Westbrook
129	Eco Maine d/b/a ecomaine	85 Scott Drive	M 2, L 13	Westbrook
130	Toddle Inn Westbrook Real Estate, LLC	969 Spring Street	M 2, L 12	Westbrook
131	SoPo Developers, LLC	171 Philbrook Avenue	M 075, L 005	South Portland
132	BFE Ventures LLC	490 Payne Road	M R037, L 45	Scarborough
133	Goodwill Industries of Northern New England	555 Maine Mall Road	M 83, L 5A	South Portland
134	Cortland Associates Limited Partnership	696 Westbrook Street	M 44, L 18	South Portland

Long Creek Watershed Management District
Exhibit C: List of Additional Insureds
December 13, 2023

Parcel Number	Company	Physical Address	Tax Map, Lot	Municipality
135	Port Resources	280 Gannett Drive	M 85, L 14	South Portland
136	Pine Tree Waste, Inc.	594 County Road	M 002, L 024/D	Westbrook
137	Eastpoint Christian Church	345 Clark's Pond Parkway	M 66, L 12B	South Portland
138	333 Clark's Pond, LLC	333 Clark's Pond Parkway	M 66, L 12C	South Portland
140	Sable Lodge Retirement Community LLC	74 Running Hill Road	M 73, L 11B	South Portland
141	Portland Property Holdings, LLC	2282 Congress Street	M 237, L A012	Portland
143	Northeastern Group Holdings, LLC	80 John Roberts Road	Map 075/A, Lot 005/D	South Portland
145	PGP S. Portland, LLC	290 Maine Mall Road	M 74B, L 4C	South Portland
146	PGP S. Portland, LLC	290 Maine Mall Road	M 74B, L 4D	South Portland
201	Maine Department of Transportation	Congress Street		Portland
202	Maine Department of Transportation	County Road		Westbrook
203	Maine Department of Transportation	Cummings Road		South Portland
204	Maine Department of Transportation	Exit 46 Entrance Road		Portland
205	Maine Department of Transportation	Foden Road (Gorham Road to Western Avenue)		South Portland
206	Maine Department of Transportation	Gorham Road (Payne to CCP)		South Portland
207	Maine Department of Transportation	Johnson Road		South Portland
208	Maine Department of Transportation	Maine Mall Road		South Portland
209	Maine Department of Transportation	Running Hill Road		Scarborough
210	Maine Department of Transportation	Running Hill Road		South Portland
211	Maine Department of Transportation	Spring Street		South Portland
212	Maine Department of Transportation	Spring Street		Westbrook
213	Maine Department of Transportation	Turnpike Ramp (Ramp C 0420 & E)		South Portland
214	Maine Department of Transportation	Western Avenue		South Portland
215	Maine Department of Transportation	Jetport Boulevard (w/out City portion)		South Portland
301	Maine Turnpike Authority	MTA Crosby Maintenance Facility	M 69, L 2A	South Portland
303	Maine Turnpike Authority	MTA Mainline		South Portland
304	Maine Turnpike Authority	MTA Exit 45		South Portland
401	City of South Portland	Gannett Drive		South Portland
402	City of South Portland	Philbrook Avenue		South Portland
403	City of South Portland	John Roberts Road		South Portland
404	City of South Portland	Clark's Pond Parkway		South Portland
405	City of South Portland	Darling Avenue		South Portland
406	City of South Portland	Foden Road (eastern section)		South Portland
407	City of South Portland	Pope Avenue		South Portland
409	City of South Portland	Long Creek Drive		South Portland
410	City of South Portland	Jetport Plaza Road		South Portland
411	City of South Portland	Gorham Road		South Portland
412	City of South Portland	Donald B. Dean Drive/Christopher Toppi Drive		South Portland

**Long Creek Watershed Management District
Exhibit C: List of Additional Insureds
December 13, 2023**

Parcel Number	Company	Physical Address	Tax Map, Lot	Municipality
413	City of South Portland	James Baka Road		South Portland
501	City of Westbrook	Thomas Drive		Westbrook
502	City of Westbrook	Scott Drive		Westbrook
503	City of Westbrook	Ledgeview Drive		Westbrook
504	City of Westbrook	Karen Drive		Westbrook

SAMPLE

**Long Creek Watershed Management District
Exhibit C: List of Additional Insureds
December 13, 2023**

Long Creek Watershed Management District Board of Directors, Employees, and Affiliates

Affiliation	First Name	Last Name	Position
Long Creek Watershed Management District	Angela	Blanchette	Board Member
Long Creek Watershed Management District	Curtis	Bohlen	Board Member, Treasurer
Long Creek Watershed Management District	Peter	Connell	Board Member
Long Creek Watershed Management District	Fred	Dillon	Board Member, Chair
Long Creek Watershed Management District	Cindy	Dionne	Board Member
Long Creek Watershed Management District	Sean	Donohue	Board Member
Long Creek Watershed Management District	Eric	Dudley	Board Member
Long Creek Watershed Management District	Brian	Goldberg	Board Member, Secretary
Long Creek Watershed Management District	Will	Haskell	Board Member
Long Creek Watershed Management District	Jason	Kenney	Board Member
Long Creek Watershed Management District	Ron	Lessard	Board Member
Long Creek Watershed Management District	Richard	Matthews	Board Member
Long Creek Watershed Management District	Doug	Roncarati	Board Member, Vice Chair
Long Creek Watershed Management District	Taryn	Trefethen-Boileau	Board Member
Long Creek Watershed Management District	Peter	Carney	Executive Director
Cumberland County Soil & Water Conservation District	Chris	Baldwin	District Engineer
Cumberland County Soil & Water Conservation District	Chris	Brewer	District Manager
Cumberland County Soil & Water Conservation District	Amren	Frechette	District Technician
Cumberland County Soil & Water Conservation District	Heather	Huntt	Senior Project Manager

Participating Landowners and their successors, the Long Creek Watershed Management District, the Cumberland County Soil & Water Conservation District, and their respective directors, officers, managers, members, agents and employees are intended to be covered under this certificate, whether or not they are named expressly.

ATTACHMENT D:
Proposal Form



Pavement Sweeping Services Proposal Form

All questions must be answered with clear and comprehensive data; if necessary, add additional pages. A Microsoft Word version of this form is available at <https://www.restorelongcreek.org/documents> under “Requests for Proposals.”

1. Legal name of proposer and primary contact person:

2. Proposer’s office address, telephone, email:

3. Business’s organizational structure (e.g. sole proprietorship, corporation, LLC):

4. Please provide the year the proposer’s business was first organized:

5. If a legal entity (e.g. corporation, LLC), provide the state in which the business is organized:

6. How many years has proposer been in business under the current business name?

7. Work of a Similar Nature. Please provide examples of other work of a similar nature to that stated in the Statement of Work, including references that will assist LCWMD to judge experience, skill, and business standing:

Contract Amount	Project Type and Location	Month/Year Completed	Name, Address, Contact Person and Telephone Number of Project Owner

8. Liquidated Damages:

Within the last five years has the proposer had liquidated damages assessed against it?

YES _____ NO _____

If YES, please provide full details on attached sheets including the per diem amount of liquidated damages, the original contract time, and the number of days for which liquidated damages were accrued and/or assessed. Please feel free to include a written summary of your position on the matter.

9. Terminations, Suspensions or Defaults:

(a) Within the last five years has a contract of the proposer been terminated or suspended for cause?

YES _____ NO _____

(b) Within the last five years has another party (e.g. surety) completed work which the proposer was originally responsible to perform?

YES _____ NO _____

(c) Within the last five years has the proposer been considered in default of a contract that was not cured within the time frame allowed by the contract?

YES _____ NO _____

If the answer to any of questions 9(a)-(c) is YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

10. Debarments, etc.:

(a) Within the last five years, has the proposer been debarred for any reason by any federal, state, or local government or procurement agencies?

YES _____ NO _____

(b) Within the last five years has the proposer refrained from bidding for any reason, such as suspension or agreement not to bid, or as part of the settlement of a dispute of any type with any federal, state, or local government or procurement agencies?

YES _____ NO _____

If the answer to either of questions 10(a) or (b) is YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

11. Claims History:

Within the last five years has the proposer been a party to a claim with an originally claimed amount in excess of \$50,000?

YES _____ NO _____

If YES, please provide full details for each claim on attached sheets including (a) whether the claim was brought by or against the proposer, (b) the nature of the dispute underlying the Claim, (c) originally claimed amounts, (d) the resolution of such claims (including the amount) or if unresolved, the current status of such claims, and (e) a written summary of your position on the matter (if desired).

12. List your major equipment available to perform the work identified in the RFP.

13. Please list information for your key personnel such as Project Manager, Office Manager, Project Superintendent, Quality Control, Safety Oversight, and Foreperson that would be assigned to this contract, if awarded.

<u>Name</u>	<u>Relevant Licenses or Certifications</u>	<u>Experience (# Years)</u>

14. List any subcontractors whom you would expect to use and the general components of the Project for which they will be responsible. Indicate other projects on which the proposed subcontractor has worked with you.

15. Qualifications and Experience:

(a) Describe proposer’s demonstrated experience with work of a similar scope.

(b) Describe proposer’s experience sweeping technologies required by the work.

(c) Describe proposer’s ability to complete the work on time with respect to staff and equipment.

(d) Describe proposer’s safety record and related training during the three years prior to the proposal submission date.

17. Pavement Sweeping Unit Prices:

The undersigned proposes to perform the work described in the Pavement Sweeping Services RFP dated December 14, 2023, inclusive, at the following per acre unit costs:

Sweeping Event	Acres	Unit Price Per Acre	Price per Event (# of acres x unit price)
Spring Sweep: Large Particle Collection	300	\$	\$
Spring Sweep: Collection of Fines	300	\$	\$
Hot Spot Sweep (August)	68	\$	\$
Hot Spot Sweep (September)	68	\$	\$
Fall Sweep	300	\$	\$
TOTAL ANNUAL COST			\$

The proposer, by submitting a proposal, agrees: that it has carefully read and fully understands the information provided by LCWMD in the Pavement Sweeping Services RFP dated December 14, 2023 to serve as the basis for submission of its proposal to perform the work of the Pavement Sweeping Services RFP on which is it submitting a proposal; that it has the capability to successfully undertake and complete the responsibilities and obligations of the submitted proposal; that it has completed attached forms and is submitting the same as part of its proposal; that the information contained within its proposal is true and correct to the best of its knowledge; that it did not, in any way, collude, conspire, or agree, either directly or indirectly,

with any person, firm, corporation, or other proposer in regards to the amount, terms or conditions of its proposal; that by the submission of a proposal, the proposer acknowledges that LCWMD has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by the proposer, and the proposer hereby grants LCWMD permission to make said inquiries; and that it shall provide LCWMD any and all requested documentation in a timely manner.

By signing below, the undersigned also agrees to the following:

- That all work will be performed in compliance with the Statement of Work in the RFP, at a minimum, and that documentation described in the RFP shall be submitted to the LCWMD prior to requesting compensation, and to accept as full compensation therefore such prices as agreed upon in writing;
- That they are prepared to begin work as early as April 1, 2024;
- That this offer is to continue open to acceptance for sixty (60) days after the proposal deadline, and LCWMD may at any time without notice accept this proposal whether any other proposal has previously been accepted or not;
- That unit prices included in this proposal shall be honored for a period of sixty (60) days from the proposal deadline for the purposes of awarding a contract;
- That unit prices included in this proposal shall be in effect, without modification, escalation, or adjustment, through December 31, 2025, if an agreement is awarded;
- That it affirms the ability to sign the Services Agreement, a sample of which is included as **Attachment C** to the RFP, without material modification, and is prepared to do so;
- That it affirms the ability to provide the required insurance coverage and amounts, including required additional insureds identified in the Services Agreement, a sample of which is included as **Attachment C** to the RFP without modification, and is prepared to do so;
- That any officer or employee of LCWMD 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; and
- That compensation for items at the unit prices included in this Proposal Form shall be accepted as full compensation for the work specified.

[SIGNATURE PAGE FOLLOWS]

Dated at _____, _____ this _____ day of _____, 20_____.

(Legal Name of Proposer)

By: _____
(Signature of Proposer)

Title: _____