

Town of Falmouth, Maine

Request for Proposals

Invasive Plant Roadside Remediation

March 2018

The Town of Falmouth, Maine seeks qualified contractors to eradicate roadside terrestrial invasive plants within the public right of way, on Town properties, and possibly on residential properties. The Town has recognized over the years the damage that invasive species have done on natural ecosystems. Their excessive growth degrades ecosystem diversity for both flora and fauna, and certain invasive plants can harbor more ticks that can cause diseases. Falmouth is committed to eliminate invasive plants and seeks a qualified commercial applicator to assist in these efforts with the use of herbicides.

Background, Most Current, and Future Efforts

Much of this work is done under the auspices of the Town's Conservation Commission with staff support from the Sustainability Coordinator. More than a decade of education and outreach has been conducted through the Commission on the negative effects of invasive plants. The invasive plants that have been predominantly identified, targeted, and treated include barberry, bittersweet, buckthorn, honeysuckle, Japanese knotweed, multiflora rose, and burning bush.

Previously treated properties are resurveyed annually to locate plants that were missed or where regeneration has occurred. *These areas will be inventoried in April-May and will need to be re-treated as necessary.* More details on these areas are attached as Appendix B and C.

In the spring, large dead plants that were previously treated along the roadside will be mowed by the Town's Public Works Department.

Past year roadside treatments have been mapped and provided as an attachment in Appendix A.

Annual Cycle

1. The target areas are mapped by Town volunteers and the selected contractor in the fall and spring by driving each road and noting invasive types and locations by address. Properties in which invasive plants go beyond the roadside are also identified.
2. The Town mails a letter in late May to property abutters whose properties will be treated based on efforts in the previous step.
3. The Town holds a public meeting in June to explain the work and how it will be done. Homeowners who want invasives controlled on their properties are also identified at this time.
4. A reminder postcard is sent out by the Town in August before treatment occurs in mid-September.

Details and Specifications to be included in a Statement of Qualifications

The Town reserves the right to reject any proposal that does not meet the following qualifications:

1. A State of Maine Commercial Pesticide Applicator's License is required.
2. Availability to perform work in September 2018.
3. Extensive knowledge of invasive plants and the ability to identify them accurately.
4. The scope of this work will be done through maps, identified targeted areas, and coordination with Falmouth's Conservation Commission and with staff supervision by the Sustainability Coordinator.
5. Adequate staff and equipment (including an equipped truck for high volume spraying) to ensure efficient and safe performance of roadside work, including the ability to manage traffic as necessary. Provide a list of employees with qualifications who would be assigned the work.
6. Ability to speak to stakeholders at a public forum, scheduled for June 19, 2018, at 6:30 pm in Falmouth. The rationale is to alleviate concerns and present information in a clear and compelling way to the public about the program.
7. Flexibility in scheduling the work, as some of it may be weather dependent.
8. Willingness to work with town volunteers and staff on these efforts, and to work diligently and respectfully with others.
9. Willingness to offer treatment to residents on private property where invasives have grown beyond the roadside, and if this would be included in the costs or would be an additional cost (optional).

10. References and examples of similar work, including the contact information of the person who directly managed the contract.

In bidding on this work, the contractor must provide in his or her Proposal and agree to the following:

1. A quote breaking out all the costs for both the labor/crew/travel to conduct the work, as well as the costs associated with the chosen herbicide.
2. The contractor shall invoice the Town for payment no later than 30 days after the work is completed.
3. The selected contractor shall enter in the Town's standard contract agreement, which is attached in Appendix D.
4. A copy of the contractor's liability insurance and workers' compensation coverage, as required in the standard agreement.
5. A detailed methodology of targeting invasive terrestrial plants, while minimizing the impacts to native plants.
6. A copy of his or her State of Maine Pesticide Applicator's License, including the commercial master applicator and/or any commercial operator applicator license(s).
7. The contractor will provide the name of the chosen herbicide to conduct this work, an explanation for the herbicide(s), the EPA registration number, the Safety Data Sheet (SDS), and any other warranted information associated with the chosen herbicide the Town requests.

Appendices:

- A. Map of previous and proposed work areas
- B. Retreatment sites in West/North Falmouth
- C. 2018 Treatment summary and detailed sites
- D. Town's standard contract agreement

Proposals are due before, or by Monday, April 16th, 2018.

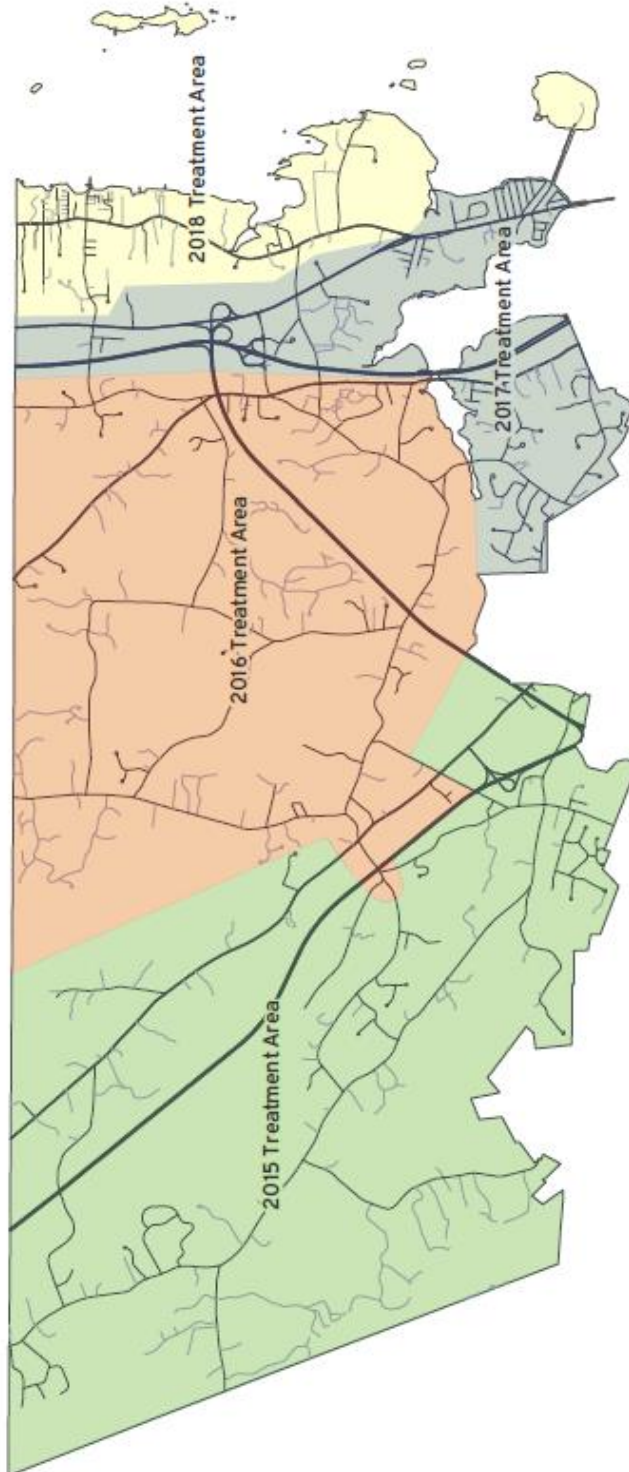
They must be submitted by mail or email and addressed to:

Kimberly Darling
Sustainability Coordinator
271 Falmouth Rd., Falmouth, ME 04105
kdarling@falmouthme.org
(207)699-5337

Appendix A

Map of previous and proposed work areas

Generated with notes from the Conservation Commission and the Town's former Ombudsman



Appendix B

Re-treat Invasive Sites in West/North Falmouth

KW—knotweed

MFR—Multiflora rose

Bar—barberry

BB—Burning Bush

BT—Buckthorn

HS—Honeysuckle

Road	Owner	Roadside	Landscape
Blackstrap			
87			BS
92			BB
96		KW	
98		BB	
100			BB
111			BS, Bar
104			BS
118		MFR, KW	MFR
174		BS	
201		BT	
204		BT	
206		BT >6 ft.	
Lower powerline		BS, KW	
241		BS, HS (needs a visit)	
S. Crnr Stagecoach		BS	
253		BT	
254		BT	BS
266		BB	
269		MFR, BB	
2 Tavern		BB	
308		BS	
343		BS, BT >6 ft.	HS
S Crnr Mt. Rd		BS, HS, BT	
348			BS, HS, BT
355		BS	
356			BS, BT
368		BS	
Welcome Way			BS, BT
376		BT >6 ft.	
381		BT >6 ft.	

384		BS	
393			BS
S. Crnr Mast			BS
395		BB, BS, BT >6 ft.	
403		BB, BT >6 ft.	
412			BB
413		BS, BB	
435			Bar
445		BS	
456	N. Huber	BB, BS, HS, BT	KW
463	R. Jordan	BS	
So. Ridge Entrance		BS	
So. Ridge Rd		BS, HS	
474		BT, BS	
Meadow Lane		BB, HS	MFR
510		HS (extensive)	
517		BT, HS, BS	
2 Hemlock	N. Corner	BB	
552	Parker	HS	
1 Pasture Way		HS	
596		BS	BS
601		BS	
613	Norton	Extensive BS, HS	
Loring's Way		BS at corner	
624			BS
633		BS, HS	
634		HS, BS (Grist Mill side)	
639		BS, HS	
Summit			
2		HS	
5		BB	
14		MFR	
"Runway"		HS, BS	
Grist Mill			
9		HS, KW	
11		KW	
Hunter	49	KW, HS, BS (at corner)	
Hurricane			
149		MFR	
95		BS	
92		BS	
67		BS	
47		BS (in woods)	

44		BT	
19		BT, HS	
Gray Road			
177		HS (extensive)	
226	Smith Farm	MFR, BB (extensive)	
286		BS	
283		AO	
310		BT, HS	
324		KW	
349			BS
351		BS, BT	BS, BT
366	Carr	BS	
377	D. Little		HS
373		HS, BT (extensive)	
378		HS	
420		BS, BT, HS (extensive)	
428		BS, BT (extensive)	
458		BT (corner of Laurence)	
596		BT, HS (extensive)	
Schuster			
3			KW (extensive)
11		BT	
20		HS	
Cons. Area	N. Crn of Schuster	HS (extensive)	
Mountain			
6 Hillside	On corner	BS	
56		BS	
60		BT	
Powerline		BT	
141		Barberry, BS	
152		BB	
153		BS	
163		BS	
181		BS	
197	Farm Bk Rd powerline	BS	
199			HS
Brook			
153		BS	BB
162		KW	
Lower Meader Brook			
Lunt			
27		KW, MFR	

SE corner Lunt & Middle		BS	
Corner of Depot & Lunt		BS	
Falmouth Rd			
17		BS	
91		BS	
Entwood		BS	
101		BB, HS	
107		HS, BS	
141		BB	
165		Bar, BB	
347		MFR	

Appendix C

Summary of areas that will need attention in 2018

Knotweed Re-treat Areas

Route 1 north and south
 Corner of Johnson Rd & Rte 1
 Corner of Johnson Rd & Valley Ave
 30 Harding Avenue
 Underwood Spring area
 1 Northledge
 39 Ledgewood
 West side of Ledgewood Rd
 Suckfish Brook II (also buckthorn)
 Corner of Stonecrest & Allen Ave
 Allen Ave. Ext west of bridge
 Lunt Rd near RR tracks
 Lunt Rd just before Rte. 1
 Behind former Wendy's (Verizon Store)
 South side of lower Middle Rd
 45 Middle Rd
 Park on Pleasant Hill Rd
 Behind Legion Hall
 Public Works facility
 Transfer Station Facility

Knotweed Untreated Areas

Maple St. (Cleaves Farm common area)
 Behind 10 Chester Avenue

122 Hunter Way

Multiflora Re-treat Areas

5 Walcott Ave
Community Park

Multiflora Untreated Areas

End of Winding River
Community Park

Foreside Areas in greater detail

KW—knotweed

MFR—Multiflora rose

Bar—barberry

BB—Burning Bush

BT—Buckthorn

HS—Honeysuckle

Road	Roadside	Interior
Foreside		
Across from Colonial Village	KW	
Behind Colonial Village	KW	
58	KW	
66	MFR	
71	Bar, BT, MFR, BB	(on Thornhurst side)
Thornhurst	(Contact D. Hildreth about treatment)	
109	BT	
110	HS	
122	Bar, BB	
127	Bar, HS	
143	Bar, KW, MFR	
150	Bar, BS, BT, MFR	
147-153	Bar, BS, BT, MFR	
168	Bar	
179	Bar, HS	
187	Bar	
192	Bar, HS	
230	Bar	
Holy Martyrs	KW	
324	BS, BB	
*Mariner Ln		
4	KW, BB	
Casco Terrace		
11	HS, BB	
Amerescoggin Rd		

10	Bar, MFR	
Town Landing	Bar, KW, MFR	
*Glen Rd		
11	KW	
*Bayview Rd		
16	KW	
Underwood Rd		
109	KW,	BB
End of Rd	BS, BT, MFR	
Carmichael St		
15	MFR	
Bayside Ln Bayshore *Baysite		
1	HS	
Hedgerow Dr		
25	BB	
41	BS, KW	
Johnson Rd		
7	BS	
25	HS	
Opposite #48	KW	
Shady Ln		
3	BB	
6	KW	Corner of Valley, in gully, very extensive
16	BB	
20	BS, HS	
*Madokawando		
33	Bar, HS, BB	
Edgewater		
15	Bar, KW	
Old Mill Rd		
18	MFR	
34	HS	
*Laurel Lane (Mussel Cove)		
town land	BB, MFR	
33	Bar	
38	MFR	
40	BB, MFR	
44	BB, MFR	
Waite's Landing		
2	HS	
St. Mary's	BB, HS	
9	BS, MFR	
Country Club	BS	

20	MFR	
34	BS	
40	Bar, BT	
41	KW	
53	Bar, BS, HS, KW	
57	BT	
65	BT	
77	HS	
Water's Edge	Bar	
74	HS	
62	Bar, HS	
54	Bar, HS	
Elm Drive	Bar, MFR	
Landing Woods Ln.		
3	BS, BT	
5	HS, KW	
6	BS	
7	HS	

***Roads are Private** ways and may or may not be included within the scope of work.

AGREEMENT

I. PARTIES

This contract (hereinafter referred to as "Agreement") is made and entered into on this _____ day of _____, 201__, by and between the Inhabitants of the Town of Falmouth with a mailing address of 271 Falmouth Road, Falmouth, Maine 04105 (hereinafter referred to as "Town"); and _____, with a mailing address of _____ (hereinafter referred to as "Contractor"). In consideration of the mutual promises contained herein, Contractor agrees to perform the following services for the Town.

II. SCOPE OF WORK

In consideration of the compensation set forth herein, the Contractor shall perform the services as outlined in a request for proposal dated _____ and attached hereto as Exhibit A and the response attached hereto as Exhibit B.

III. COMMENCEMENT AND COMPLETION

The Contractor will commence work on or before _____, 201__ and will complete work on or before _____, 201__.

IV. PAYMENT TERMS

The Contractor shall submit an invoice on or about the first of each month reflecting services performed at the Contractor's normal professional billing rates, attached hereto as Exhibit C. The Contractor understands that the payment for completion of the services outlined in Section II shall not exceed _____ Dollars (\$____), and the Contractor agrees to perform the services on that basis. Invoices shall list separately all out of pocket expenses being billed.

V. TERMINATION

Either party may terminate this Agreement for cause after giving the other party written notice and a reasonable opportunity to cure. The Town may terminate without cause by giving the Contractor fourteen (14) days notice, and compensating the Contractor equitably to the termination date.

VI. DISPUTE RESOLUTION

Any controversy or claim arising out of or related to this Agreement, which cannot be resolved between the parties shall be submitted to the Maine Superior Court (Cumberland County). This agreement shall be governed by Maine law.

VII. QUALIFICATIONS

The Contractor represents it holds, and will continue to hold during the term hereof any and all qualifications, licenses and certifications required to perform its services in Maine. The contractor shall perform all services in accordance with professional standards.

VIII. SUBCONTRACTORS

The Contractor shall be fully responsible to the Town for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by it, and shall hold subcontractors to the same terms and conditions as Contractor is held under this Agreement. No subcontractors shall be retained on this Agreement without the specific prior written approval of the Town.

IX. INSURANCE

The Contractor shall purchase and maintain Workers' Compensation Insurance, General Public Liability and Property Damage Insurance including vehicle coverage and professional liability insurance, all with limits and terms satisfactory to the Town. The Town shall be named as an additional insured on the liability policy.

X. INDEMNIFICATION

The Contractor will indemnify and hold harmless the Town, its officers, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Agreement by the Contractor, its officials, employees, agents and subcontractors.

XI. ENTIRE AGREEMENT

This Agreement and its attachments represent and contain the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement and its attachments are not a part of this Agreement. Where there is any conflict between the provisions of this Agreement and the provisions of any attachment, the provisions of this Agreement shall control.

Date: _____

By: _____

Title: _____

Date: _____

INHABITANTS OF THE
TOWN OF FALMOUTH, MAINE

By: _____
Nathan A. Poore, Town Manager