

**City of Brewer, Maine**  
**Request for Proposal (RFP) for Landscaping Services**  
**Plus Option for Winter Maintenance of the Brewer Riverwalk Trail**

**1. Overview**

The City of Brewer is seeking proposals from qualified contractors to provide landscaping services for various municipal properties. The selected contractor will be responsible for maintaining public green spaces and ensuring a clean and aesthetically pleasing environment. Services will include shrub, tree and plant maintenance, mulching and weeding, litter and debris removal, and seasonal cleanup.

Additionally, the City is evaluating the feasibility of maintaining the Brewer Riverwalk Trail for winter pedestrian access and is, thus, seeking proposals for snow and ice removal services along the length of the trail. Contractors may choose to include pricing and service details for this option in their proposal, though it is not required for consideration.

The City encourages experienced landscaping firms with a history of municipal or commercial property maintenance to submit proposals. The selected contractor must demonstrate reliability, proper equipment, and the ability to maintain public spaces to high standards.

**2. Scope of Work**

The locations for landscaping services covered by this RFP include the Brewer Riverwalk Trail and nine other City properties. A map of the locations can be found in Exhibit 1.

Appendix A provides the scope of work related to landscaping services for the Riverwalk Trail.

Appendix B lists the addresses of the nine other properties and landscape services the City is seeking.

Appendix C describes the Riverwalk Trail winter maintenance services the City is considering and seeking proposals on.

**3. Reporting and Communication:**

- Monthly reporting of completed work, issues, and recommendations for landscape improvements.
- Prompt communication with designated city representatives regarding any damage or urgent landscape needs.

**4. Period of Performance:** The work under this contract shall commence upon approval of the Brewer City Council or April 1, 2025, whichever is later, and shall be effective through March 31, 2026. Upon written notice to the Contractor prior to the expiration of the initial term or additional term, the Contract may be extended by the City on the same terms and conditions, in its sole discretion, for up to two (2) additional terms of two (2) years each. Contractor shall be allowed to adjust their pricing annually by the previous 12-month change in the Consumer Price Index (CPI), though in no case shall the increase exceed 4%. For the purposes of this agreement, CPI shall mean the All Items Consumer Price Index for All Urban Consumers (CPI-U) published by the Bureau of Labor Statistics of the United State Department of Labor reflecting the U.S. City Average, 1982-84=100. Time is of the essence as to the Contractor's performance hereunder.

## **5. Contractor Qualifications**

Prospective contractors must demonstrate:

- Minimum of three (3) years of experience in commercial or municipal landscaping, lawn care, and grounds maintenance.
- Demonstrated experience with projects of similar scope and scale, including references from at least three (3) previous or current clients.
- Proven expertise in maintaining public spaces, including experience with mowing, trimming, plant care, and seasonal clean-ups.
- Availability of appropriate equipment and staff for prompt service.
- If bidding on winter trail maintenance, experience with snow removal, deicing services, and compliance with state and federal stormwater runoff rules and regulations.

**6. Proposal Requirements:** Proposals should include:

- Company background and experience.
- Description of equipment and personnel to be used.
- Three references from similar past projects.
- A completed bid sheet (attached as Appendix D).

**7. Insurance:** The successful bidder, within fifteen (15) days of notification of contract award and prior to commencing services, shall provide proof of insurance as follows:

- a. Workers Compensation (Minimum Allowances)
  - i. State – Statutory
  - ii. Employer Liability - \$500,000
- b. Comprehensive General Liability (Minimum Allowances)
  - i. Bodily Injury - \$1,000,000 per occurrence and \$2,000,000 aggregate
  - ii. Property Damage - \$1,000,000 per occurrence and \$2,000,000 aggregate
- c. Fleet or Automobile Liability
  - i. Bodily Injury - \$1,000,000 each occurrence
  - ii. Property Damage - \$1,000,000 each occurrence
- d. "City of Brewer, 80 North Main Street, Brewer, ME 04412" shall be listed as a Certificate holder.

**8. Contact Information:** The Contractor shall furnish the City with the name and mobile telephone number of the Contractor or of a representative who can be reached at such number during the business days and an emergency number where a representative can be reached at night or on weekends and holidays.

**9. Personnel, Equipment and Materials:** The Contractor shall furnish the necessary supervision, crew(s), the specified equipment and all materials and/or supplies, as may be required for efficient and safe execution of the services. State and local laws shall be followed at all times, and precaution shall be exercised for the protection of persons and property while in the City.

**10. Payments:** The successful Contractor shall submit a monthly invoice to the City of Brewer (80 North Main Street, Brewer, ME 04412). Payment will be processed on a monthly basis, upon receipt of the invoice.

**11. Damage to City Property:** The Contractor shall be responsible for identifying and reporting any damage to city property covered under this contract. If damage is caused by the Contractor's operations, the Contractor shall be required to complete all necessary repairs at their own expense, in a manner acceptable to the City. The City of Brewer reserves the right to inspect covered properties and will notify the Contractor of any damage caused by Contractor requiring repair. The Contractor must complete such repairs as directed by the City. No repair work shall be undertaken without prior written approval from the City.

**12. Bid Award:** The Brewer City Council plans to award the bid to the successful Contractor at the regularly scheduled City Council meeting on Tuesday, March 18, 2025. The City Council reserves the right to reject or accept any and/or all bids in the City of Brewer's best interest without absorbing any liability against the City.

**13. Evaluation Criteria:**

- Relevant experience and qualifications.
- Proposed rates and pricing structure.
- Equipment and personnel availability.
- References.

**14. Pre-Bid Meeting:** The City will hold a pre-bid meeting at 10:00am on Friday, February 21, 2025 at Brewer City Hall, 80 North Main Street, in the Council Chambers. Attendance at this meeting is not mandatory; however, it is highly encouraged as it will provide an opportunity for bidders to ask questions and obtain clarifications regarding the project requirements. Bidders who choose not to attend the meeting will still be responsible for the information presented during the meeting. Any questions and answers from the meeting will be documented and made available to all potential bidders via an addendum.

**15. Notices Regarding This RFP:** To receive notices regarding this RFP, including addenda and changes to meeting times and deadlines, interested parties must email Parks and Recreation Director Mike Martin at [mmartin@brewermaine.gov](mailto:mmartin@brewermaine.gov) with their name and email address.

**16. Questions:** Questions regarding this RFP must be submitted by email to Parks and Recreation Director Mike Martin at [mmartin@brewermaine.gov](mailto:mmartin@brewermaine.gov) by Friday, February 28 at 4pm. Responses to questions will be provided to all registered interested parties no later than March 4, 2025.

**17. Submission Instructions:** The deadline for bid submission is 11:00am Friday, March 7, 2025. For consideration, the attached bid form (Appendix D) must be sealed in an envelope, distinctly marked, "2025 LANDSCAPING SERVICES BID". Any bids received after the date and time specified will not be allowed.

Please submit proposals to:

Eric Glidden, City Manager  
Brewer City Hall  
80 North Main Street  
Brewer, ME 04412

**18. Right of Acceptance or Refusal:** The City reserves the right to accept or reject any and all proposals, negotiate with selected vendors, and make the award as deemed to be in the best interest of the City.

**19. Termination for Cause:** If the Contractor fails to deliver any of the supplies, materials or services in a timely manner, abandons the work under the contract, fails to correct defective work or persistently fails to carry out its work in accordance with the Contract documents, or if the City shall be of the opinion that the performance of the work is unnecessarily or unreasonably delayed, or that the Contractor is executing the Contract in bad faith, the City, by written notice, may order the Contractor to stop the entire work, or any portion thereof, until the cause for such order has been eliminated. Should the Contractor fail to correct such default, or provide an explanation satisfactory to the City within five (5) business days after receipt of such notification, the City may terminate the contract. If the Contract is so terminated, the City may take over the performance of the work by contract or otherwise and the Contractor shall be liable to the City for any cost incurred by the City thereby. Such costs shall be deducted from any funds that may otherwise be due to the Contractor.

**20. Termination for Convenience:** The performance of work or services under the Contract may be terminated in whole or part, upon five (5) business day's written notice when the City determines, in its sole discretion, that such termination is in its best interest. The City shall be liable only for those goods and services satisfactorily furnished and completed prior to the effective date of such termination.

**21. Suspension or Stoppage of Work:** The City shall have the authority to suspend work of the Contractor, wholly or in part, for each period or periods as it may deem necessary due to unsuitable weather or such other conditions considered unfavorable for proper performance of the work, or for such time as is necessary to avoid interference with other City affairs. The Contractor shall not suspend or stop work which has been ordered by the City without first obtaining proper authority to do so.

**22. Contract Changes:** The City, without invalidating the Contract, may order written changes in the work consisting of additions, deletions or modifications of the services covered in the Contract sum and time being adjusted accordingly. All such changes shall be authorized in writing by the City Manager. Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change. The cost or credit to the City from a change in the work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon. Such work must be authorized, in writing, by the City Manager prior to starting extra work. The City Manager shall have authority to order minor changes in the work not involving an adjustment to the Contract sum or extension of time and not inconsistent with the intent of the Contract documents. Such changes shall be effected by a written change order.

**23. Indemnification of the City:** The Contractor shall indemnify and save harmless the City, its representatives, agents, officers and employees, from all suits, actions, liability, damages, expenses (including, but not limited to court costs and attorneys' fees), and demands for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent or wrongful act or omission, or failure to perform, of the Contractor, or the Contractor's, employees, servants, agents, or permitted subcontractors.

**24. Compliance with Laws:** The Contractor shall observe and comply with all federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold harmless the City, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor, the Contractor's agents or subcontractors. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance, and/or regulation and the Contract, the Contractor will so advise the City and the City will decide which law, ordinance, and/or regulation shall be followed.

**25. Authority of the City Manager in Disputes:** Any dispute concerning a question of fact arising under the Contract shall be decided by the City Manager who shall notify the Contractor in writing of the Manager's determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of its claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the Contract. The decision of the City Manager may be appealed to the Board of Appeals in accordance with Chapter 34 of the City of Brewer Code of Ordinances, "Board of Appeals of the City of Brewer."

**26. Defective Supplies/Service:** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor.

**27. Legal Requirements:** All materials, equipment, supplies and services shall conform to applicable federal, state, and local laws and regulations.

**28. Interpretation:** Any questions concerning conditions and specifications shall be directed in writing to the City Manager. No interpretation shall be considered binding unless provided in

writing by the City Manager. The execution of the Contract shall be prima facie evidence that the Contractor thoroughly understands the terms and specification.

**29. Equal Employment Opportunity:** During the performance of the Contract, the Contractor agrees to comply with all applicable federal, state and local laws relating to discrimination in employment.

**30. Entire Contract:** The Contract, which shall include this Request for Proposals, constitutes the entire Contract between the City and the Contractor, and the parties shall not be bound by any prior negotiations, representations or promises not contained herein.

## Appendix A: Brewer Riverwalk Trail Landscape Maintenance Scope of Work

### 1. Initial Garden Bed Cleanup (April)

- **Debris Removal:** Perform a thorough cleanup of all garden beds along the Riverwalk. Remove all leaves, branches, litter, and other winter debris from gardens and landscaped areas.

### 2. Full Weeding, Edging, and Mulching (May)

- **Weeding:** Remove all weeds from garden beds and tree bases to prepare for the growing season.
- **Edging:** Edge all garden beds to create clean, defined lines for a neat appearance.
- **Mulching:** Apply a fresh layer of mulch to all garden beds to aid in moisture retention and weed suppression.
- **Annual Flower Planting:** Plant annual flowers in the designated Children's Garden raised beds, following city recommendations for color and variety.

### 3. Biweekly General Maintenance (June-October)

- **Weeding:** Perform biweekly weeding in all garden beds and around tree bases to prevent overgrowth and maintain a well-kept look.
- **Pruning and Trimming:** Prune shrubs, bushes, and plants as necessary to encourage healthy growth and maintain shape. Keep Children's Garden planted maze neat and defined.
- **Deadheading:** Remove spent blooms from flowering plants to extend their bloom period and improve appearance.
- **Litter and Debris Removal:** Regularly remove litter, leaves, and other debris from landscaped areas to ensure a clean environment.
- **Watering (as needed):** Water gardens and beds as necessary based on seasonal conditions, ensuring adequate hydration for all plants.

### 4. Fall Cleanup (October)

- **Plant cleanup:** Cut back all perennial plants in garden beds to prepare them for the winter season. Clear annuals from beds in Children's Garden.
- **Final Weeding:** Conduct a comprehensive weeding of all garden beds, landscaped areas, and tree bases.
- **Raking:** Rake all garden beds and landscaped areas to remove leaves, litter, and other debris, leaving beds tidy for the winter season.

## Performance Standards

The Contractor shall perform all tasks with attention to detail, safety, and environmental care, ensuring public spaces are safe, attractive, and maintained to high standards. All waste and debris generated by landscaping activities shall be removed promptly and disposed of in compliance with local regulations.

## **Appendix B: Other Properties Landscape Maintenance Scope of Work**

### Applicable Locations:

1. Brewer City Hall (80 North Main Street)
2. Brewer Public Safety (151 Parkway South)
3. Brewer Public Library (100 South Main Street)
4. Brewer park at corner of Maple and South Main Streets
5. Veterans' Memorial Park (corner of State and Betton Streets)
6. Chamberlain Freedom Park (corner of State and North Main Streets)
7. Clock Park (corner of State and North Main Streets)
8. Archer Block wall (corner of Wilson and North Main Streets)
9. City wall adjacent to Tiller and Rye (20 South Main Street)

### **1. Spring Cleanup (Completion by May 15 of Each Year)**

- **Weeding:** Remove all weeds from garden beds, around trees, and along pathways to promote a neat and orderly appearance.
- **Edging:** Edge all garden beds and other designated areas to define landscaping boundaries.
- **General Cleanup:** Remove all litter, leaves, branches, and debris from landscaped areas.
- **Mulching:** Apply a fresh layer of mulch to all designated beds and landscaped areas by the end of May, ensuring a clean and cohesive look.

### **2. Monthly Maintenance (Performed At Least Once Per Month)**

- **Weeding:** Regular removal of weeds in all garden beds, around trees, and along pathways.
- **Pruning:** Prune shrubs, plants, and small trees as necessary to maintain a healthy, manicured appearance.
- **Deadheading:** Remove spent blooms from flowering plants to encourage new growth and extend bloom times.
- **Fertilizing:** Apply appropriate fertilizers as needed to maintain plant health and vigor.
- **Watering:** Water landscaped areas as needed, based on weather conditions and city-specified guidelines, to maintain healthy plants.

### **3. Summer Hedge Trimming (Annually)**

- **Evergreen Shrubs:** Trim all evergreen shrubs to maintain their shape, size, and health.
- **Debris Removal:** Remove all trimmings and debris resulting from hedge trimming to maintain a clean site.

### **4. Fall Cleanup (October)**

- **Perennial Plant Cut-Back:** Cut back perennial plants in garden beds and other designated areas to prepare them for winter.
- **Weeding:** Remove any remaining weeds in all landscaped beds and around trees.
- **Raking:** Rake all garden beds and landscaped areas to remove leaves, litter, and other debris, leaving beds tidy for the winter season.



**Performance Standards**

The Contractor shall perform all tasks with attention to detail, safety, and environmental care, ensuring public spaces are safe, attractive, and maintained to high standards. All waste and debris generated by landscaping activities shall be removed promptly and disposed of in compliance with local regulations.

# Appendix C: Brewer Riverwalk Winter Maintenance and Snow Removal

## 1. Scope of Work

The contractor shall provide winter maintenance services for the Brewer Riverwalk Trail. Services include plowing, shoveling, de-icing, and general maintenance to ensure safe and accessible walkway conditions during the winter season.

## 2. Services Provided

- **Plowing/shoveling:** Clear snow from the walkway trail, ensuring a minimum width of 4 feet is maintained at all times.
- **De-icing:** Apply de-icing materials to prevent ice formation and ensure safe walking conditions.
- **General Maintenance:** Remove any debris, fallen branches, or other obstructions from the walkway trail.

## 3. Materials

- **De-icing Materials:** Rock salt (sodium chloride) or other materials that comply with state and federal stormwater runoff regulations. If using rock salt, Maine Department of Environmental Protection advises that no more than 400 lbs of material be applied along the length of the Riverwalk Trail per weather event.
- **Equipment:** Snowplows, shovels, and de-icing spreaders.

## 4. Schedule

- **Snow removal:** Clear snow within 24 hours of snowfall exceeding 2 inches.
- **De-icing:** Apply de-icing materials within 12 hours of snowfall or ice formation.
- **General Maintenance:** Conduct routine inspections and maintenance as needed.

## 5. Safety and Environmental Considerations

- **Environmental Protection:** Use de-icing materials in accordance with environmental regulations to minimize impact on the adjacent waterway.
- **Safety Measures:** Ensure all equipment and operations are conducted safely to prevent damage to the walkway and surrounding areas.

## 6. Insurance and Liability

- The contractor must provide proof of general liability insurance and worker's compensation coverage.
- The contractor assumes all responsibility for any damage or injury resulting from their work.

## Appendix D: Bid Sheet

### City of Brewer, Maine RFP for Landscaping Services and Optional Riverwalk Trail Winter Maintenance

#### Bidder Information

<b>Company Name:</b>	
Contact Person:	
Address:	
Phone Number:	
Email:	
Please attach a statement describing your background, experience and qualifications.	

#### Bid Pricing

##### Landscaping Services

Location	Annual Price (\$)
Riverwalk Trail	
Brewer City Hall	
Brewer Public Safety Building	
Brewer Public Library	
Park at Maple and South Main Streets	
Veterans' Memorial Park	
Chamberlain Freedom Park	
Clock Park	
Archer Block wall	
City wall adjacent to Tiller and Rye	
<b>Landscaping Services Total</b>	

##### Riverwalk Trail Snow Removal and Deicing Services

<b>Describe your preferred method and level of compensation, e.g. fixed annual, per event, etc.</b>

### Equipment and Details

List all equipment and personnel that will be used to fulfill the contract.

Equipment/Personnel	Quantity	Description/Availability/Approach

### References

Provide at least three (3) references for similar projects.

Client Name	Contact Person	Phone Number	Description of Work Completed

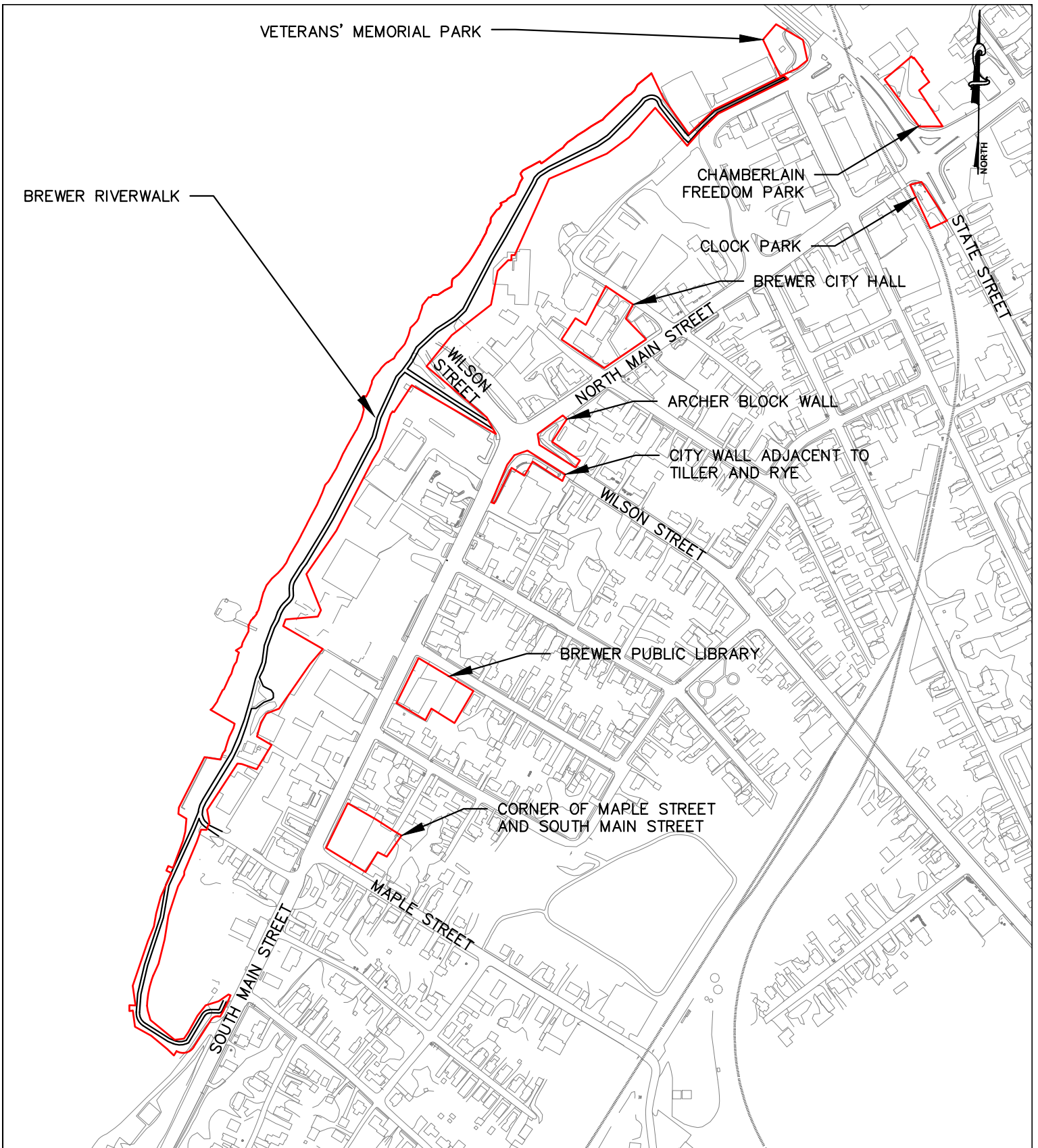
### Bidder Certification

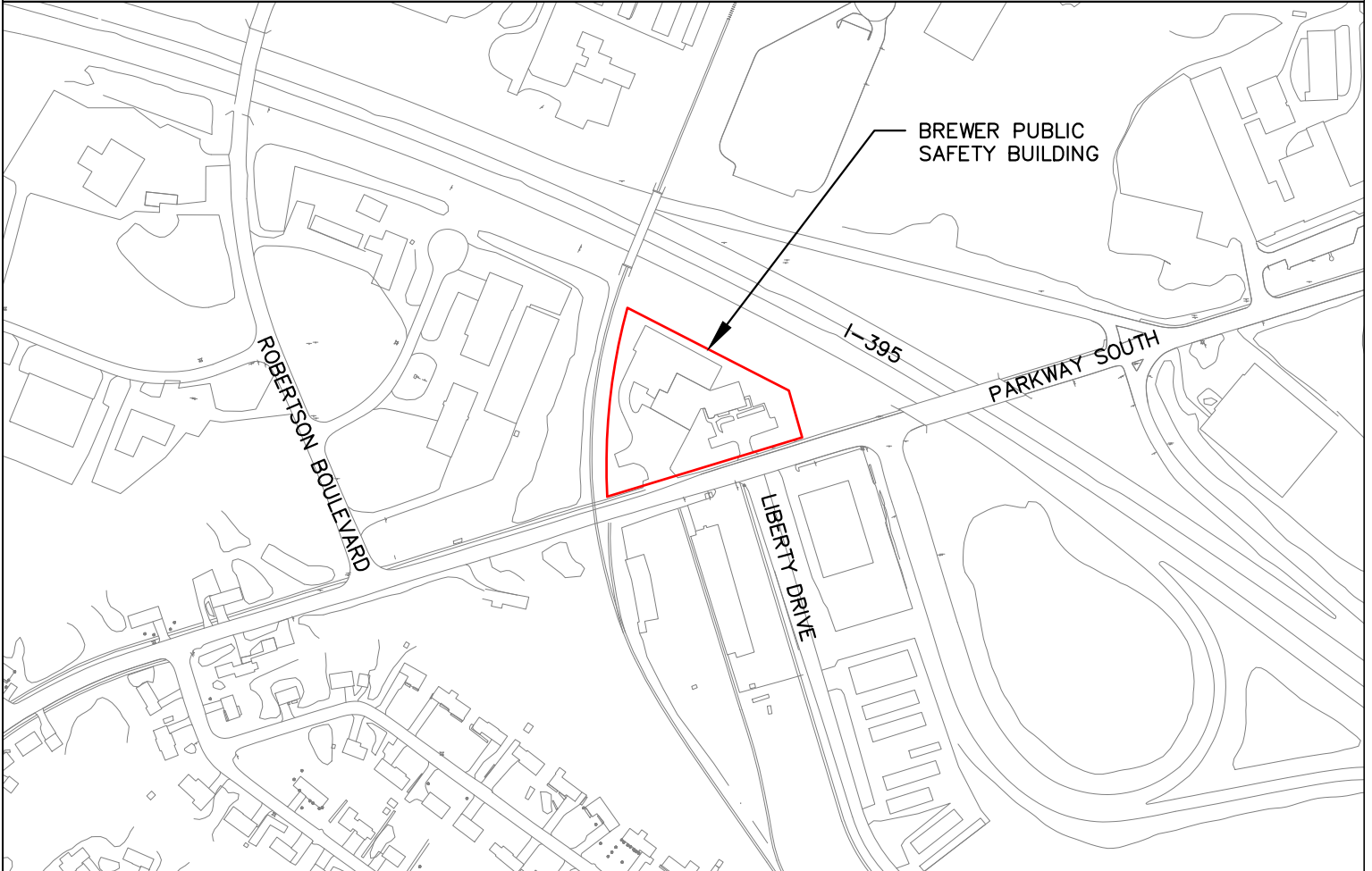
I, the undersigned, certify that I have read and understand the requirements outlined in the RFP and agree to comply with all terms and conditions stated therein.

Authorized Signature	Date

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_





CITY OF BREWER  
LOCATION MAP 2 OF 2