

**NOTICE OF REQUEST FOR PROPOSALS (RFP)**

Roberts Farm Preserve Farm to Town Trail Project:

The Western Foothills Land Trust (WFLT) is requesting proposals for work to construct the second phase of the Farm to Town Trail located on our Roberts Farm Preserve located at 56 Roberts Road in Norway, Maine. This phase of the project is being funded by an Outdoor Recreation Program grant from Northern Forest Destination Development Initiative and by private sources.

The project entails the construction of a trail for Nordic skiing.

* The length of proposed trail section is 3450’ feet.
* Minimum corridor width is 14 feet and a prepared tread surface widths are 12 feet and 14 feet on slopes with more than 10% grade
* 3% minimum grade,15% max grade
* 9 culverts

The proposal documents, consisting of the RFP Notice, Standard Instructions to Proposers, Specifications, Proposal Form, Services Agreement, and Attachments, will be available online at the WFLT website, wfltmaine.org, or may be obtained in hard copy or electronically from Lee Dassler, Executive Director of the WFLT at [lee@wfltmaine.org](mailto:lee@wfltmaine.org).

Proposals will be accepted in electronic or paper form, in an email or envelope clearly marked **“RFP F2T Trail Project - Do Not Open”** Email must be directed to Lee Dassler, Executive Director of the WFLT at [lee@wfltmaine.org](mailto:lee@wfltmaine.org). Mailed proposals must be sent to **WFLT, PO Box 107, Norway, Maine 04268**. **Proposals will be accepted until 4:00 PM local time on**

**June 26 , 2020.** At that time and place, the Proposals will be publicly opened and reviewed.

The WFLT reserve the right to accept any or reject any or all proposals for any reason.

**In this package:**

NOTICE OF REQUEST FOR PROPOSALS (RFP)

STANDARD INSTRUCTIONS TO PROPOSERS

PROPOSAL FORM

SERVICES AGREEMENT

PROJECT SPECIFICATIONS

TRAIL MAP

**STANDARD INSTRUCTIONS TO PROPOSERS**

Roberts Farm Preserve Farm to Town Trail Project:

1. The complete package of proposal documents includes the RFP Notice, Standard Instructions to Proposers, Specifications, Proposal Form, Services Agreement, and Attachments.

2. The Proposal Form is to be signed by the proposer with full knowledge of and agreement with the general specifications, conditions and requirements of this RFP. The conditions set forth in this RFP are to be considered minimum proposal specifications. Any variance or deviation from the specifications, terms and conditions, no matter how slight must be noted on the Proposal Form or an attachment labeled “Variances”. Failure to document such variances or deviations may, at the WFLT’s sole discretion, disqualify the proposal from consideration.

3. Proposals will be accepted in electronic or paper form, in an email or envelope clearly marked **“RFP F2T Trail Project - Do Not Open”** Email must be directed to Lee Dassler, Executive Director of the WFLT at [lee@wfltmaine.org](mailto:lee@wfltmaine.org). Mailed proposals must be sent to **WFLT, PO Box 107, Norway, Maine 04268**. **Proposals will be accepted until 4:00 PM local time on July 3, 2020**. At that time and place, the Proposals will be publicly opened and reviewed.

4. The WFLT reserves the right to negotiate increase or decrease in the scope and quantities of work performed.

5. Any potential subcontractors must be identified in the proposal. Contractors and any subcontractor engaged in the above work must agree to provide proof of liability insurance in an amount not less than the amount established by the Maine Tort Claims Act (currently $1,000,000.00) that names the WFLT as an additional insured. Proof of additional insurance is required, but not limited to, workers compensation and liability insurance for vehicle and equipment. Certificates of insurance must be on file with the WFLT prior to the commencement of any work.

6. WFLT reserves the right to negotiate increase or decrease in the scope of work to be performed.

7. Any potential subcontractors must be identified in the proposal. Contractors and any subcontractor engaged in the above work must agree to provide proof of liability insurance in an amount not less than the amount established by the Maine Tort Claims Act (currently $1,000,000.00) that names Western Foot Hills Land Trust as an additional insureds. Proof of additional insurance is required, but not limited to, workers compensation and liability insurance for vehicle and equipment. Certificates of insurance must be on file with FHC&W prior to the commencement of any work.

8. Work schedule and completion date will be negotiated with the successful proposer, but in no case will the completion date be after October 31, 2020 unless mutually agreed upon by both parties. It is recognized that due to consideration related to the COVID-19 outbreak, schedules may need to be revised.

9. Proposers are required to attach to their proposal an outline of their qualifications, including a list of equipment that will be used to fulfill the terms of this contract, a listing of proposed subcontractors, a listing of relevant Nordic ski trail work experience and training, and a listing of organizations or agencies that they have contracted with in recent years. Experience in trail construction, will be a primary consideration in the selection process.

10. Questions regarding this RFP should be referred to Lee Dassler, Executive Director of the WFLT at [lee@wfltmaine.org](mailto:lee@wfltmaine.org) or 207-739-2124.

**PROPOSAL FORM**

Roberts Farm Preserve Farm to Town Trail Project:

**Project Base Price**

Lump sum price to complete the project as specified. $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Project Alternatives**

Proposers are welcome to recommend project alternatives that may increase or decrease the

project scope and/or cost. Use additional pages as necessary.

Alternative #1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Name of Proposer (Company): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Proposer (Authorized Representative): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SERVICES AGREEMENT**

Roberts Farm Preserve Farm to Town Trail Project:

THIS AGREEMENT is made this day \_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020 by and between

Western Foothills Land Trust, a non-profit corporation under the laws of the State of Maine

and located in the County of Oxford, State of Maine (hereinafter "MANAGER") and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter "CONTRACTOR").

The CONTRACTOR shall perform work on the Roberts Farm Preserve Farm to Town Trail (“Trail”) as needed and directed by the MANAGER’S designee. All equipment and materials involved with the completion of the specified work shall meet current DEP erosion control and sedimentation best practices.

The CONTRACTOR shall furnish all of the services, materials and perform all of the work as described in the Specifications and Proposal Form, and shall do so in accordance with the CONTRACTOR’s Proposal Form dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020.

The CONTRACTOR agrees to abide by the MANAGER’s prohibitions against workplace violence and sexual harassment.

The CONTRACTOR must maintain liability insurance, in the amount of $1,000,000 per occurrence, for personal injury, death and property damage claims which may arise from operations under this agreement that names Western Foothills Land Trust as an additional insureds. The CONTRACTOR shall provide evidence of insurance or financial resources sufficient to satisfy the requirements of the Workers’ Compensation Act.

The CONTRACTOR shall provide to the MANAGER a Certificate of Insurance naming the

MANAGER as an additional insured prior to the start of any work under this agreement. The

MANAGER disclaims any and all responsibility for injury or damages to the CONTRACTOR, its agents, or others at any time during this agreement.

The CONTRACTOR shall provide the MANAGER with a current and complete W-9 form prior to the start of any work under this agreement.

The CONTRACTOR, to the fullest extent permitted by law, shall indemnify and hold harmless the MANAGER, and their agents, employees and/or invitees against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance of the work regardless of standard of care. This indemnification extends to all costs and all attorneys' fees incurred by the MANAGER.

The CONTRACTOR guarantees that the work to be done under this contract and the materials to be furnished by the supplier for use in the construction of the same shall be free from defects or flaws. This warranty shall be for a period of one year from the date of completion.

All materials and work may be subject to inspection by the MANAGER or designee who shall be allowed access to all parts of the work and shall also have the right to inspect and test, at the MANAGER's expense, by any methods adequate to ensure an acceptable quality of work It is strongly recommended that the CONTRACTOR, before submitting a bid, become completely familiar with the job site and the required work. No consideration will be granted for any alleged misunderstanding of the material to be furnished, the work to be done, or for any defects in the final product that are the result of the absence of a formal pre-bid inspection.

The price quoted in the Proposal Form shall include preparation, mobilization, installation, final

cleanup, and all labor and materials required to complete the work as specified in the Specification and Proposal Form. The price shall be firm for the term of this AGREEMENT.

The MANAGER reserves the right to submit Change Orders in writing to the CONTRACTOR. In that event, the MANAGER shall negotiate with the CONTRACTOR to determine any new terms or costs. At the completion of work, each site shall be left in a neat and clean condition, subject to approval of the MANAGER or a Designee.

The MANAGER shall remit to the CONTRACTOR payment within two weeks of invoices provided by CONTRACTOR in accordance with the following schedule:

▪ One-third of contract price upon execution of contract.

▪ One-third of contract price upon completion of all excavation work as described in project specifications.

▪ One-third upon satisfactory completion of all project services including removal of equipment and materials.

The MANAGER reserves the right to withhold payment should it be determined that the CONTRACTOR has not performed the services required as stated in the Project Specification.

Every effort shall be made to resolve conflicts between the MANAGER and CONTRACTOR through direct negotiations between the parties. If resolution cannot be reached within a reasonable timeframe then the matter shall be referred to third party arbitration by mutual agreement of the MANAGER and CONTRACTOR.

The MANAGER shall have the right to terminate this contract for cause with a minimum notice to the CONTRACTOR of Five (5) business days. Failure to comply with any requirement of this contract shall be cause for termination.

Witness MANAGER

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Carl Costanzi, President

Witness CONTRACTOR

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PROJECT SPECIFICATIONS**

Roberts Farm Preserve Farm to Town Trail Project:

**Permitting**

All local and State permits are the responsibility of WFLT.

**Regulations and Requirements**

The contractor shall also be required to meet all laws, rules and regulations of the State of Maine during the course of this project.

**General Specifications**

* The proposed trail path is 3450 feet in length.
* Minimum corridor width is 14 feet and a minimum width for the prepared tread surface is 12 feet and increases to 14 feet on slopes with more than 10% grade
* The average grade will be 3 percent with a maximum grade of 15 percent.
* There are side slopes grades in the 30% range
* The trail surface will be obvious, with smooth surfaces and with obstacles under 3”.
* Erosion control shall be installed in compliance with the existing Maine DEP best practices.

**Detailed Description**

**Earthwork**

Work consists of clearing, grubbing, trimming, removing, trees, logs, limbs, branches, brush, plants, and other vegetation within the clearing limits. Work includes the felling of standing dead, snags and other objects deemed safety hazards to either construction or the public. Volunteer’s labor will clear most trees and small growth within the clearing limits or a fourteen foot wide and ten-foot high corridor. The contractor is expected to remove larger trees and or downed logs. Expect to fell, limb and remove a few trees larger than seven inches. In general the trail seeks to leave large and or notable trees. Expect to remove more trees when side slopes are steeper.

Remove and dispose of all trees, logs, limbs, and brush, and other vegetation off of the trail-bed. Maintain minimal width of 12 feet wide, leave live, sound, and firmly 2 rooted trees of eight inches or greater at Diameter Breast Height (DBH) and realign the trail to avoid the obstacle. Leave live brush, herbaceous plants, in the clearing limits that are less than one foot high and less than a half inch in diameter at ground line. Except as provided above, cut all limbs and branches more than one inch in diameter that extend into the clearing limits. Cut limbs flush with the tree trunks or cut at the ground surface as shown in clearing limit drawings.

Remove all stumps within the trail bed. Remove stumps located between the edge of the trail bed and the edge of the trail that cannot be cut flush within the finished slope criteria or that are not tightly rooted. Stumps may be buried off to the side of the tread way. Dispose of slash, logs, stumps, brush, and roots outside of the trail bed. Limb all felled trees to lay flat, including designated trees outside the clearing limits. Avoid placing slash, logs, stumps, brush, in concentrated piles. Scatter logs, material outside the clearing limits, and ideally with butt ends away for trail view. Do not place clearing and grubbing debris in watercourses, snow ponds, lakes, meadows, or in locations where it could impede the flows to, through, or from drainage structures.

**Excavation**

Excavate to remove stumps, root mat, and rocks within the trail bed or from other sources to form a smooth consistent and moderately compacted surface. This work includes excavation, embankment, and backfill construction required to shape and finish the trail bed, ditches, back slopes, drainage dips, and turnouts..

Conserve and use all suitable material for other work specified in the construction processes. Conserve excess excavated rock suitable for drainage beds, retaining walls, culvert head walls or use in deterring vehicle access, and use in place of materials from designated sources. Remove all duff and debris from within trail limits and uniformly spread outside the clearing limits, not more than 6 inches in depth. Do not obstruct drainage or create piles, berms, or windrows of debris.

Place excess and unsuitable excavation beyond the downslope edge of the trail-bed or spread over surface in areas designated for revegetation. Do not obstruct drainages and spread to a depth not exceeding 6 inches. Place rocks over 6” not used in construction off the downslope side. Ensure no blockage of drainage or creation of a windrow occurs.

Minor deviations of a foot of vertical alignment and four feet in horizontal alignment with smooth transitions of at least twenty feet on each side of the deviation are acceptable unless otherwise noted by the project manager. Construct embankments with suitable compacted material. Track compact all disturbed soil within the trail bed area. Remove unstable rocks. Leave the finished slope in a uniform and roughened condition suitable for seeding.

Make necessary adjustments of horizontal or vertical alignment to produce the designed trail section and balanced earthwork. Such adjustments is not considered a change. Cut high points to provide a uniform trail bed and fill holes with suitable material.

**Culverts**

Install 9 culverts, and numerous grade reversals including excavation and backfill, selecting and hauling of rock materials, and constructing catch basins and headwalls.

Place culverts to provide for unobstructed inlet and outlet flow. Remove logs, debris, soil, rock, and other obstructions above and below the culvert that would impede flow into the culvert or away from the trail. Minimize disturbance to streambeds. Construct a catch basin to facilitate flow from trail ditches into the culvert or drains.

Install pipes at the locations described in Trail Log and shown on the maps. Skew ditch relief culverts and drains to provide a downgrade equal to or greater than the uphill ditch. Excavate and remove all unsuitable material and rocks over 3 inches. Bed pipe with compacted suitable material free of rocks larger than 3 inches and in a stable foundation of compacted soil. Shape bed to fit the lower quadrant of the pipe and provide continuous support along the entire length of the pipe.

Backfill and compact around culverts with suitable material that is free of rocks over 3 inches. Provide minimum of eight inches of cover height.

Install headwalls and rip rap. Select rocks that have a general rectangular shape with flattop and bottom faces. Place the largest rocks on the bottom. Lay each rock stable on the course that supports it, interlocking with surrounding rocks. Do not break, jar, or displace rocks already set. Place the exposed face of each rock parallel to the face of the wall. Stagger vertical joints.

**Grade Dips**

This work consists of installing grade dips and or water bars, including excavation and backfill; selecting rock materials.

Install grade dips at the locations as designated on the ground. Excavation trail way and assure finished trail bed dips and drains to daylight. Around water bars, backfill and compact suitable material that is free of rocks larger than 3 inches. Compact material on the downgrade side of the dip, and assure it is flush with the top of the trail bed. Out slope the trail bed on the uphill side of the grade dip with slopes greater than the trail grade leading into the dip (5-7%). This assure all water in the trail flow off the trail at the dip.

**Seeding and Mulching**

Work consists of preparing seedbeds, furnishing, and placing required seed, and hay mulch. Furnish conservation mix seed, separately or in mixture, Use available mulch hay spread to standard thicknesses for siltation control. Shape and rake to a reasonably smooth finish cut slopes, fill slopes, embankments, or other areas to be seeded. Prepare soil in revegetation areas, obliterated trails, soil pits and any soils disturbed in the construction processes. Spread mulch immediately after seeding, to a loose depth of one to three inches on all disturbed soils and duff.