

TOWN OF NEW ASHFORD

188 MALLERY ROAD

NEW ASHFORD, MA. 01237

THE TOWN OF NEW ASHFORD HEREBY SOLICITS INVITATIONS TO BID on the Greylock and Bauer Road Rehabilitation Project.

The scope of works is as follows:

Project #1 – Select take down of 40+ trees marked with orange dots on Greylock and Bauer Roads

Project #2 – Cleaning of all culvert throats and select Road Cross Culvert and Embankment Repair/Maintenance on Greylock Road

Project #3 – Application of 6” of recycled base material, grading and compacting on Greylock Road – 15,535 ft

Project #4 – Select Guard Rail Replacement on Greylock Road

Project #5 – Guard Rail Installation at Environmentally Sensitive Site on Greylock Road

Project #6 – Cleaning of all culvert throats on Bauer Road

Project #7 - Application of 6” of recycled base material, grading and compacting on Bauer Road – 5,429 ft

TERM: The duration of the Contract will be 01 Jul 2017 through 30 Sep 2017.

Bidders Conference: The Town of New Ashford will hold a Bidders Conference on May 06, 2017 @ 9:00 AM for interested parties; Rain Date is May 13, 2017 @ 1:00PM. Interested Bidders should contact Ken McInerney at 413.822.3576 or kenmcinerney@townofnewashford.com to confirm attendance and provide a contact number in the even the rain date needs to be exercised.

PAYMENT: For the performance of the work of this Contract, the Town will pay the Contractor Milestone Payments per Table 1. The Contractor shall take note that it may take up to 60 days to receive payment as this project is being funded under through the Mass Executive Office of Housing & Economic Development

BID DUE DATE: Sealed bids must be received at New Ashford Town Hall by May 31, 2017 following the format of Table 2 – Bid Response Format – Bids will be opened with the plan to award at the June 5, 2017 Selectboard Meeting.

Table 1 Milestone Payment Schedule

Milestone	Payment
Project 1 - Select take down of 40+ trees marked with orange dots on Greylock and Bauer Roads	
50% of Project Scope Complete as determined by New Ashford Road Commissioner or Town Appointed Project Lead	50% of Project 1 Award Value
100% of Project Scope Complete as determined by New Ashford Road Commissioner or Town Appointed Project Lead	50% of Project 1 Award Value
Project #2 – Cleaning of all culvert throats and select Road Cross Culvert and Embankment Repair/Maintenance on Greylock Road	
50% of Project Scope Complete as determined by New Ashford Road Commissioner or Town Appointed Project Lead	50% of Project 2 Award Value
100% of Project Scope Complete as determined by New Ashford Road Commissioner or Town Appointed Project Lead	50% of Project 2 Award Value
Project #3 – Application of 6” of recycled base material, grading and compacting on Greylock Road – 15,535 ft	
50% of Project Scope Complete as determined by New Ashford Road Commissioner or Town Appointed Project Lead	50% of Project 3 Award Value
100% of Project Scope Complete as determined by New Ashford Road Commissioner or Town Appointed Project Lead	50% of Project 3 Award Value
Project #4 – Select Guard Rail Replacement on Greylock Road – 1450 ft	
30% of Project Scope Complete as determined by New Ashford Road Commissioner or Town Appointed Project Lead	30% of Project 4 Award Value
60% of Project Scope Complete as determined by New Ashford Road Commissioner or Town Appointed Project Lead	30% of Project 4 Award Value
100% of Project Scope Complete as determined by New Ashford Road Commissioner or Town Appointed Project Lead	40% of Project 4 Award Value
Project #5 –Guard Rail Installation at Environmentally Sensitive Area (100 ft both sides at 1.4 mile marker)	
30% of Project Scope Complete as determined by New Ashford Road Commissioner or Town Appointed Project Lead	30% of Project 4 Award Value
60% of Project Scope Complete as determined by New Ashford Road Commissioner or Town Appointed Project Lead	30% of Project 4 Award Value
100% of Project Scope Complete as determined by New Ashford Road Commissioner or Town Appointed Project Lead	40% of Project 4 Award Value
Project #6 – Cleaning of all culvert throats on Bauer Road	
100% of Project Scope Complete as determined by New Ashford Road Commissioner or Town Appointed Project Lead	100% of Project 5 Award Value
Project #7 - Application of 6” of recycled base material, grading and compacting on Bauer Road – 5,429 ft	
100% of Project Scope Complete as determined by New Ashford Road Commissioner or Town Appointed Project Lead	100% of Project 6 Award Value

Notes:

Reference 0.0 mile point on Greylock for specified distances herein is designated by the Road Closed Sign at the bottom of Greylock Road

Reference 0.0 mile point on Bauer Road is at the intersection of Bauer and Greylock Road (1.7 miles from Greylock 0.0 mile marker)

The first 0.75 miles of Greylock Road has residential dwellings and must be in a passable condition for emergencies and residential access. In the event this section of Greylock Road must be closed for a period of time, the New Ashford Road Commissioner or Town Appointed Project Lead must be notified

The New Ashford gate at 0.75 miles must be closed and locked daily, it can be left open during construction operations.

The Brown DCR gate at 1.9 miles must be closed and locked daily, it can be left open during daily construction operations.

The New Ashford Road Commissioner or Town Appointed Project Lead will provide gate keys to the winning contractor(s)

Greylock Road – 2.2 miles location can be used as a laydown area for materials

Refueling of equipment shall NOT occur within 200' of any resource area or cross culvert

The New Ashford Conservation Commission has consulted with MASS DEP on this project. This project is an upgrade of an existing road and is permitted/documented accordingly. If any perennial stream beds need access/modification, The New Ashford Conservation Commission must be contacted before any work is to start.

Due to the identification of environmentally sensitive areas in select project areas, the overall project and select discrete areas will be overseen by the Town of New Ashford's MA NHESP approved Botanist

The Town of New Ashford is issuing this RFP in parallel with the completion of the NHESP and DEP permits. The scope may change based on permitting requirements. Updates will be issued to interested bidders up to due (31 May 2017). The contractor will be responsible for complying with all environmental permits.

Project 1: Select take down of 40+ trees marked with orange dots on Greylock and Bauer Roads:

Scope of work: Take down of 40+ tree marked with painted orange dots. Dropped trees can be left in the woods but must be at least 10 feet from the shoulder of the road. The majority of the adjacent properties is owned by the Commonwealth of Massachusetts and managed by the Department of Conservation and Recreation (DCR) and it is their policy that the wood is their property

Note: Mile Marker 3.0 is an environmentally sensitive area and no trees cannot be felled for +/- 100 ft in this area. This area will be overseen by the Town of New Ashford's MA NHESP approved Botanist

Project #2 – Cleaning of all culvert throats and select Road Cross Culvert and Embankment Repair/Maintenance on Greylock Road

Scope:

Phase 1 – Cleaning of all culvert throats (Estimate is 50+ culverts) and select ditch clean out. Materials can be left onsite with the exception where there are perennial stream crossings; these materials must be at least 100' from a perennial culvert crossing.

Note 1: Any Environmentally Sensitive Areas will be marked and identified for special conditions

Note 2: The method will be to dig and remove sediment/leaves from location to prevent sediment from entering the perennial and intermittent stream areas Phase 2 – Select Road Cross Culvert and Embankment Repair/Maintenance. The Road Closed at the bottom of Greylock Road is used as the Reference 0.0 mile point for specified distances herein

Culvert #1 (0.5 mile marker) (Marked with a stake) - Lower/Replace Cross Culvert – in the event the culvert pipe needs to be replaced, 15” double wall ABS pipe must be used

Culvert #2 (1.7 mile marker) – A secondary overflow culvert (36” double wall ABS pipe) not touching the stream bed is to be installed on the west side of the existing culvert pipe. Headwalls to be stabilized with heavy duty rip rap

Culvert # 3 (2.3 mile marker) (Marked with a stake) - Replace Cross Culvert with 15” double wall ABS pipe

Culvert #4 (2.7 mile marker) (Marked with a stake) - Lower/Replace Cross Culvert – in the event the culvert pipe needs to be replaced, 15” double wall ABS pipe must be used

Culvert #5 (2.9 mile marker) (Stake marker needed) - Lower/Replace Cross Culvert – in the event the culvert pipe needs to be replaced, 15” double wall ABS pipe must be used

Culvert #6 (3.1 mile marker) – Re-stabilize West Headwall with Heavy Duty Rip Rap. Stream bed cannot be touched or modified; in the event the stream bed needs to be modified, the New Ashford Conservation Commission must be contacted

Project #3 – Application of 6” of recycled base material, grading and compacting on Greylock Road – 15,535 ft

Scope: (From 0.7 mile marker) – Application of 6” of recycled base material, grading and compacting. Road must be crowned and graded to ensure optimum water run off to minimize future erosion

Access - can use Rockwell Road as coordinated with DCR for continuous loop operation

Project #4 – Select Guard Rail Replacement/Addition on Greylock Road

For this section, 12.5' Straight rail sections, galvanized steel, 12.5' Curved Sections, galvanized steel, Steel Terminal Ends and 6’6" Wood posts, pressure treated to be used unless otherwise specified by the New Ashford Road Commissioner or Town Appointed Project Lead

Guardrail #1 – (0.1 mile marker) – Remove existing guard rail structures, grade and replace 1450 ft of guard rail

Guardrail #2 – (1.7 mile marker) – 30’ on both sides of culvert crossing

Guardrail #3 – (2.3 mile marker) - 12' East Side

Guardrail #4 – (2.5 mile marker) - 30’ on both sides of culvert crossing

Guardrail #5 – (2.7 mile marker) - 20' West Side (Culvert marked with stake)

Guardrail #6 – (2.8 mile marker) – 40’ on West Side of culvert crossing

Guardrail #7 – (3.0 mile marker) - 30' - Both sides

Guardrail #8 – (3.1 mile marker) – 144’ on West Side 144/ 24’ on East Side of culvert crossing

Guardrail #9 – (3.3 mile marker) - 30' feet on West Side /20' feet on East Side

Project #5 – Project #5 –Guard Rail Installation at Environmentally Sensitive Area (100 ft both sides at 1.4 mile marker)

For this section, 12.5' Straight rail sections, galvanized steel, 12.5' Curved Sections, galvanized steel, Steel Terminal Ends and 6'6" Wood posts, pressure treated to be used unless otherwise specified by the New Ashford Road Commissioner or Town Appointed Project Lead

Installation of 100' of Guardrail on both sides of the road to protect environmentally sensitive areas at 1.4 mile marker location. Note : This project will be overseen and requires coordination with the Town of New Ashford's Botanist and Road Commissioner

Project #6 – Cleaning of all culvert throats on Bauer Road

Scope:

Cleaning of all culvert throats (Estimate is 15+ culverts) and select ditch clean out. Materials can be left onsite with the exception where there are perennial stream crossings; these materials must be at least 100' from a perennial culvert crossing

Project #7 - Application of 6" of recycled base material, grading and compacting on Bauer Road – 5,429 ft

Scope: (From 0.0 mile marker) – Application of 6" of recycled base material, grading and compacting. Road must be crowned and graded to ensure optimum water run off to minimize future erosion

Bid Format: To address any potential project funding constraints, each project MUST be bid separately. An overall bid will not be accepted:

Bid Response Format:

Table 2 Bid Format

Project #	Bid Value
Project 1 - Select take down of 40+ trees marked with orange dots on Greylock and Bauer Roads	\$
Project 2 - Cleaning of all culvert throats and select Road Cross Culvert and Embankment Repair/Maintenance on Greylock Road	\$
Project #3 – Application of 6” of recycled base material, grading and compacting on Greylock Road – 15,535 ft	
Project #4 – Select Guard Rail Replacement on Greylock Road – 1450 ft	\$
Project #5 –Guard Rail Installation at Environmentally Sensitive Area (100 ft both sides at 1.4 mile marker)	\$
Project #6 – Cleaning of all culvert throats on Bauer Road	\$
Project #7 - Application of 6” of recycled base material, grading and compacting on Bauer Road – 5,429 ft	\$

CONTRACTUAL REQUIREMENTS

TERMINATION, NO ASSIGNMENT: The Selectmen reserve the right to terminate the Contract if, in their sole discretion and opinion, the Contractor is not performing in accordance with the Contract requirements and to their satisfaction. Termination will be so stated by written notice to the Contractor.

- *If, in the judgment of the Selectmen, the Contractor fails to complete the work of this Contract, as provided herein, he shall forfeit a sum equal to ten percent (10%) of the total contract amount. (the estimated Cost/Expense for the Town of New Ashford to replace Contractor).*
- *The Contractor may not assign this Contract without the written consent of the Board of Selectmen.*
- *The Selectmen reserve the right to terminate the Contract for convenience, at any time, upon written notice to the Contractor.*

INSURANCE: The Contractor shall provide the Town of New Ashford with Certificates of Insurance, which indicate that he possess standard Workers' Compensation Coverage and Comprehensive General Liability and Automobile Liability for his equipment and operations under this Contract as follows:

- \$ 1,000,000.00 Bodily Injury
- \$ 1,000,000.00 Property Damage

The Contractor shall acquire and submit to the Town of New Ashford a signed Statement from his insurance agent stating that under no circumstances will insurance coverage be cancelled without providing written notice to the Board of Selectmen not less than 30 days prior to date of cancellation.

*** No work shall start without compliance with these insurance requirements.*

PERFORMANCE REQUIREMENTS: The Contractor shall supervise and direct the Work, using its best skills and attention. The Contractor shall be solely responsible for coordinating all portions of the Work under the Contract.

Timely response shall require the following:

- *The Contractor shall carry a cell phone with him and be able to be reached 24 hours a day.*
- *The Contractor shall have the use of the area at the bottom of Greylock Road (located by the Rte 7 for the storage of materials)*
- *If determined applicable, wage rates are subject to the minimum wage rate (Prevailing Rates of Wage) as per Massachusetts General Law, Chapter 149.(Refer to section 7.)*
- *The Contractor agrees to provide income tax and any other documentation as required by the Board of Selectmen for compliance with Massachusetts Wage Laws.*
- *The Board of Selectmen or their agents shall have the right, at any time, to enter upon the premises where Contractor's equipment is kept in order to inspect the equipment.*

CONTRACTOR EMPLOYEE MATTERS:

- *The Contractor shall bear all financial responsibility to his agents and employees.*
- *The Contractor shall maintain payroll and compensation records for the benefit of his employees as may be required by all Federal, Massachusetts and local laws. Such records to be opened for inspection by the Town upon reasonable notice.*
- *The Contractor shall assume full responsibility for payment of all Federal, Massachusetts Unemployment Insurance, Social Security, Workers' Compensation and Federal, Massachusetts and local income taxes with respect to his operations and his employees engaged in the performance of this Contract.*
- *As of the date of this Contract, prevailing wage requirements do not apply, per Massachusetts Division of Occupational Safety ruling.*
- *The Contractor agrees to provide payment records and any other documentation as required by the Board of Selectmen to ensure compliance with Massachusetts and Federal law.*

NO WAIVER: The failure of the Town of New Ashford in any instance to insist upon strict performance of the terms of this Contract, or to exercise any remedy or option herein, shall not be construed as a waiver or a relinquishment for the future of such remedy or option, but the same shall continue in full force and effect.

INDEMNIFICATION: The Contractor shall defend, indemnify and hold harmless the Town of New Ashford and its officers, agents, and all employees from and against claims arising directly or indirectly from the Contract. The Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall indemnify and hold harmless the Town of New Ashford and its officers and employees from and against any damages, expenses, claims or liability arising as a result of the Contractor's acts or omissions in the performance of this Contract. This shall not be construed as a limitation of the Contractor's liability under the Contract or as otherwise provided by law.

ENTIRE AGREEMENT, AMENDMENT, GOVERNING LAW, NOTICE:

- *This instrument contains the entire agreement between the parties and any statement, promises or inducements made by any party hereto, which are not contained in this Contract, shall not be valid or binding.*
- *This Contract may not be enlarged, modified or altered except by an instrument in writing signed by the parties hereto.*
- *This Contract shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts. The Contractor shall comply with all provisions of federal, state and local law applicable to the performance of the work of this Contract.*
- *Notices required or permitted hereunder shall be given to the parties at the addresses stated above.*

CONTRACT: Town of New Ashford Greylock and Bauer Road Rehabilitation Project

In Witness Whereof, the parties have signed and sealed this Contract in duplicate, each of which is to be deemed an original, on the day and year written below.

By execution of this Contract, the Contractor certifies under the penalties of perjury that the Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

CONTRACT AWARD Project # _____

CONTRACT Value \$ _____

Contractor: _____ (Print)

Signature : _____

Address: _____

Cell phone: _____

Date: _____

Town of New Ashford

Board of Selectmen

Jason Jayko (chair)

Mark Phelps

Ken McInerney