



NOTICE OF REQUEST FOR PROPOSALS (RFP)
Roberts Farm Preserve Farm to Town Trail Project Phase IV:

The Western Foothills Land Trust (WFLT) is requesting proposals for work to construct the fourth and final phase of the Farm to Town Trail linking our trails at Roberts Farm Preserve to a trailhead parcel on Water Street, Norway, Maine. This phase of the project is being funded by a Federal Highway grant through the Recreation Trails Program (Project No RTP2151) managed by State of Maine, Bureau of Parks and Lands and by private sources.

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

- The length of proposed trail section is 2900' feet and an additional 300' for a relocation.
- Minimum corridor width is 14 feet and a prepared tread surface width of 12 feet, and 14 feet on slopes with more than 10% grade
- Minimum grade runs at 3%, and the maximum grade is about 15%. The route has two 200' sections where the side slopes are 30%.
- The trail requires placing four culverts and constructing two platform bridges.

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 WFLT at 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. Mailed proposals must be sent to **WFLT, PO Box 107, Norway, Maine 04268. Proposals will be accepted until 4:00 PM local time on 09/26/22.** At that time, the Proposals will be publicly opened and reviewed. WFLT reserves the right to accept any or reject any or all proposals for any reason.

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. Mailed proposals must be sent to **WFLT, PO Box 107, Norway, Maine 04268. Proposals will be accepted until 4:00 PM local time on 09/26/22.** 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.
8. Work schedule and completion date will be negotiated with the successful proposer, but in no case will the completion date be after December 1, 2022 unless mutually agreed upon by both parties.
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 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 _____

_____ \$ _____

Alternative #2 _____

_____ \$ _____

Alternative #3 _____

_____ \$ _____

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 _____, 2022 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 and 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 _____, 2022.

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.

General Specifications

This “Farm to Town Trail” extension completes a trail connecting downtown Norway with an existing trail network at Roberts Farm Preserve. Two miles of the route were completed in 2019 and 2020. This portion of the route works its way down the northeastern flank of Pikes Hill on its final leg to town. It wiggles down the slope and crosses one private parcel before reentering WFLT-owned land, ending at a lollypop on WFLT’s Water Street parcel, across from a public parking lot. A footbridge across the Little Androscoggin connects the parking lot to sidewalks in downtown Norway, Maine. The route supports cross-country skiing, cycling, walkers, runners, and snowshoeing.

The Farm to Town Trail through this section is envisioned as a single fourteen-foot-wide natural surface corridor. Generally, the route trail is moderate to easy for skilled skiers, it contains two significant pitches that will offer little or no challenge for walkers, runners or cyclists. It achieves average grades of less than eight percent and a maximum grade of 15%. The trail will present an obvious and smooth surface with few obstacles. Earthwork including grubbing, grading, and filling will be completed using excavators, skid steers, and dumpers. The route follows old stone walls, field roads, with views over steep woodland glades and peaks of Penneesseewassee Lake add interest for the users. Route markers placed by volunteers will reassure users, and trail signs are planned for all intersections as well as both ends of the route.

- The proposed trail construction is approximately 3200 feet in length and includes a relocation on the existing route. A depiction of the trail connecting the existing trail to the Water Street trailhead is depicted on Map 1. The centerline of the Hilden/Reyes trail easement corridor is depicted on Map 2. The relocation of a tight curve on the existing trail is depicted circled in yellow, on Map 3.
- 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 is about 200’ of side slopes with grades in the 30% range
- The trail will be obvious, smooth grassy surfaces and with no obstacles over 3” in height.
- Erosion control shall be installed in compliance with the existing Maine DEP best practices.
- The trail crosses one privately owned parcel with trail easements or agreements, care should be taken to minimize construction impacts outside of the designated corridor.

Detailed Description

Earthwork

WFLT volunteers will be responsible for clearing, grubbing, trimming, removing, trees, logs, limbs, branches, brush, plants, and other vegetation within the clearing limits of the trail corridor.

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.

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 six feet in horizontal alignment with smooth transitions of at least twenty feet on each side of the deviation are acceptable unless otherwise noted by WFLT. Construct embankments with suitable compacted material. Compact all disturbed soil within the trail bed area with a tracked vehicle. Remove unstable rocks. Leave the finished slope in a uniform condition suitable for seeding. Make necessary adjustments of horizontal or vertical alignment to produce the designed trail section and balanced earthwork, subject to the limitations of any easement or property boundary. Such adjustments is not considered a change provided no additional cost is incurred. Cut high points to provide a uniform trail bed and fill holes with suitable material.

Culverts and Bridges

Install four (4) culverts, two (2) 14' wide platform bridges similar in construction to others built on earlier sections of this trail, and numerous grade reversals including excavation and backfill, selecting and hauling of rock materials, and constructing catch basins and headwalls. WFLT will provide the culverts.

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 culverts and bridges at the locations described in Farm to Town Trail Proposed Trail June 22 map (attached as Map 1). 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

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. Excavate 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 assures all water in the trail will flow off the trail at the dip.

Seeding and Mulching

WFLT Volunteers will be responsible for furnishing, and placing required seed, and hay mulch.

Additional Considerations

Contractor acknowledges and agrees that it has been advised of and provided a copy of (1) the Declaration of Environmental Covenant dated August 31, 2020 and (2) the Site Management Plan dated January 3, 2017 prepared by Amex Foster Wheeler Environment and Infrastructure, Inc. (the "SMP"), each governing soil disturbance over the property designated as 12 Water Street. Contractor agrees that no soil will be removed from 12 Water Street and excavation in the area of 12 Water Street identified as Area 1 in the SMP will be limited to minimal, incidental disturbance of the existing soil.