

TOWN OF UPTON
REQUEST FOR QUOTES
ENGINEERING SERVICES
TOWN OF UPTON STEFANS FARM PROPERTY
ACCESS ROAD

INTRODUCTION

The Town of Upton, through its Land Stewardship Committee, is seeking quotes for engineering services for conceptual designs and preliminary costs estimates for two alternatives for a town-owned access road to the Town's Stefans Farm property and, at the Town's option, biddable drawings for one of the options.

The Stefans Farm property was purchased by the town in 2003. This parcel of land has a broad range of natural and historic features that make it a treasure for town residents and as such it should be maintained, preserved and enjoyed. The property is managed by the Land Stewardship Committee, which was established in 2006 to manage the town's conservation lands and, when designated by the Board of Selectmen, other town-owned lands.

The property consists of two parcels: a 105-acre parcel situated on the northwesterly side of Mechanic Street and the southwesterly side of Orchard Street and an 8.5-acre parcel situated on the southeasterly side of Mechanic Street. The larger parcel was originally 113 acres, but to partially defray the cost to purchase the property, an 8-acre portion of the parcel with frontage on Orchard Street was subdivided into four frontage lots. Three of the four lots have been sold.

The town currently has no town-owned vehicular access to the 105-acre parcel, and vehicular access is needed to maintain fields, to haul in materials needed for trail maintenance and for trail structures such as bridges and boardwalks, and for forestry operations. The options for vehicular access are over a 60-foot right-of-way off of Mechanic Street (Alternative B shown on Figure 1) and over a 60-foot town-owned strip of land off of Orchard Street (Alternative A shown on Figure 1). The Mechanic Street right-of-way contains a trail that is used for foot and horse traffic. The Orchard Street access is undeveloped. In the past the 105-acre parcel has been accessed over private property with the permission of the owners.

The parcel has a farm road that runs through existing fields, generally in the center of the parcel, which connects to Mechanic Street over private property. The town-owned access road developed through this contract will be connected to the existing farm road.

SCOPE OF WORK

Conceptual Plans and Preliminary Cost Estimates

Develop conceptual plans and cost estimates for an access road over the 60-foot town-owned strip of land off Orchard Street (Orchard Street Access) and for an access road over the 60-foot right-of-way off of Mechanic Street (Mechanic Street Access). The plans shall be developed using existing information such as LIDAR imagery. The submittal shall include a conceptual drawing at 1" = 100' scale, conceptual sections, and a preliminary cost estimate. Cost estimates shall be for construction only. The Land Stewardship Committee will acquire all necessary permits and approvals. Both alternatives shall include a pipe gate to control access.

Other considerations for each alternative include:

Orchard Street Access Alternative

The Orchard Street Access includes a stream crossing, which shall include an open box culvert. The crossing shall be 12 feet wide and capable of supporting a fully loaded logging truck.

The plan shall include one parking spot off Orchard Street and a 12-foot wide gravel road over the stream crossing. The rest of the road, the connection to the existing farm road, will be a "woods-road" designed and constructed by the Land Stewardship Committee.

Mechanic Street Access Alternative

The road must fit within the confines of the 60-foot right-of-way. Cost estimates shall include a contingency for ledge.

Biddable Drawings for One of the Access Road Alternatives

The contractor shall conduct survey work and any investigations required to prepare biddable drawings for the chosen alternative. Drawings shall be 1" = 20' or an appropriate scale acceptable to the Town. Necessary sections shall be provided. The submittal shall include a cost estimate with quantities of material required. The Land Stewardship Committee will acquire all necessary permits and approvals.

DELIVERABLES

Six (6) paper copies and one (1) one digital PDF version.

DELIVERY & EVENT DATES

Conceptual Plans and Preliminary Cost Estimates for Two Access Road Alternatives

Request for Quotes (RFQ) Issued	March 12, 2018
Quote Submission Deadline (4 p.m.)	April 5, 2018
Award and Notice to Proceed	April 6, 2018
Site Visit with Land Stewardship Committee	5 days after Notice to Proceed
Draft Conceptual Plans	July 1, 2018
Land Stewardship Committee Comments	July 7, 2018
Final Submittal of Conceptual Plans	August 1, 2018

Biddable Drawings for One of the Access Road Alternatives

(At the option of the Town)

Notice to Proceed With Biddable Drawings	July 15, 2018
Preliminary draft of 90% Design and Cost Estimate for Land Stewardship Committee review	September 1, 2018
Draft of 90% Design and Revised Cost Estimate for Notice of Intent	September 15, 2018
Final Drawings	November 15, 2018

WORK QUOTED

Please provide a quote for the conceptual designs/preliminary cost estimates and a quote for each of the biddable drawings.

OBTAINING QUOTE DOCUMENTS

A copy of this RFQ is available on the Town of Upton website under “Procurement”.

QUOTE SUBMISSION INSTRUCTIONS

1. One (1) original and five (5) copies of all quotes must be submitted in a sealed envelope clearly marked "Sealed Quote for Stefans Farm Engineering Services". If forwarded by mail or courier, the sealed envelope must be addressed to "Derek Brindisi, Town Manager, Town of Upton, 1 Main Street, Suite 1, Upton, Massachusetts 01568". Quotes must be at the office of the Town Manager prior to the Quote Submission Deadline shown in the

Delivery and Event Dates section. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the scheduled date and time for opening will NOT be accepted. Quotes may NOT be submitted by email.

2. Quotes are considered valid for ninety (90) days after quote(s) are opened. Contractors may not withdraw, cancel or modify their quote for a period of ninety (90) days after quote(s) are opened.
3. Quotes must be signed by an authorized person representing the legal entity of the Contractor.
4. The inability to meet any specified requirement(s) must be stated in writing and attached to the quote form or written on the quote form.

INSURANCE

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified below and in such form as shall protect him performing work covered by this Contract, or the Town of Upton and its employees, agents and officials, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The Contractor covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this Contract.

A. Except as otherwise stated, the amounts of such insurance shall be for each policy, not less than:

- (1) General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability \$500,000, or a Combined Single Limit with a \$1,000,000 per occurrence. The Town and shall be named as an "Additional Insured".
- (2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage \$500,000 per accident or a combined occurrence. The Town shall be named as an "Additional Insured".
- (3) Workers' Compensation Insurance as required by law, including Employers Liability Part B.
- (4) Property Coverage for materials and supplies being transported by the contractor as the Town's Property Contract provides coverage for personal property within 1,000 feet of the premises.
- (5) Umbrella Liability of at least \$1,000,000/ occurrence, \$1,000,000/aggregate. The Town shall be named as an Additional Insured.

B. All policies shall be so written that the Owner will be notified of cancellation or restrictive amendment at least fifteen (15) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor's Insurance Carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Owner before operations are begun.

C. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is required by this Contract. The Contractor shall make no claims against the Town of Upton or its officers for any injury to any of his officers or employees or for damage to its trucks or equipment arising out of work contemplated by this Contract.

INDEMNIFICATION

The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Upton, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims demands, losses, costs and expenses (including reasonable attorney's fees) that may arise out of or in connection with the work being performed or to be performed by the Contractor, his employees, agents, sub-contractors or materialmen. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Upton for damage to its property caused by the Contractor, his employees, agents, sub-contractors or materialmen, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the Town of Upton's gross negligence or willful misconduct.

NON-DISCRIMINATION

The Contractor shall not discriminate against any person on the grounds of race, color, marital status, physical disability, age, sex, sexual orientation, religion, ancestry, or national origin in any manner prohibited by the laws of the United States, the Commonwealth, or the Town of Upton.

OTHER

- Contractor shall contact Dig Safe prior to performing any soil-boring work.
- Contractor agrees to abide by the proposed timeline except for any delays caused by events beyond the control of the Contractor.
- The Town of Upton shall arrange site access.
- The Town of Upton will make payment upon completion of the relevant work on net 30 day terms.

- If the total contract amount exceeds \$5,000.00 the Contractor will be required to execute a contract for the services with the Town in the form that is attached hereto as Sample Contract.

QUESTIONS

Please address any questions to Mike Penko at either 508-320-2651 or mpenko@charter.net.

PRESUMPTION OF CONTRACTOR BEING FULLY INFORMED

At the time the Quote is opened, each Contractor is presumed to have read and is thoroughly familiar with the RFQ. Failure or omission of the Contractor to receive or examine any information concerning this quote shall in no way relieve any Contractor from obligations with respect to their quote.

TAX EXEMPTIONS

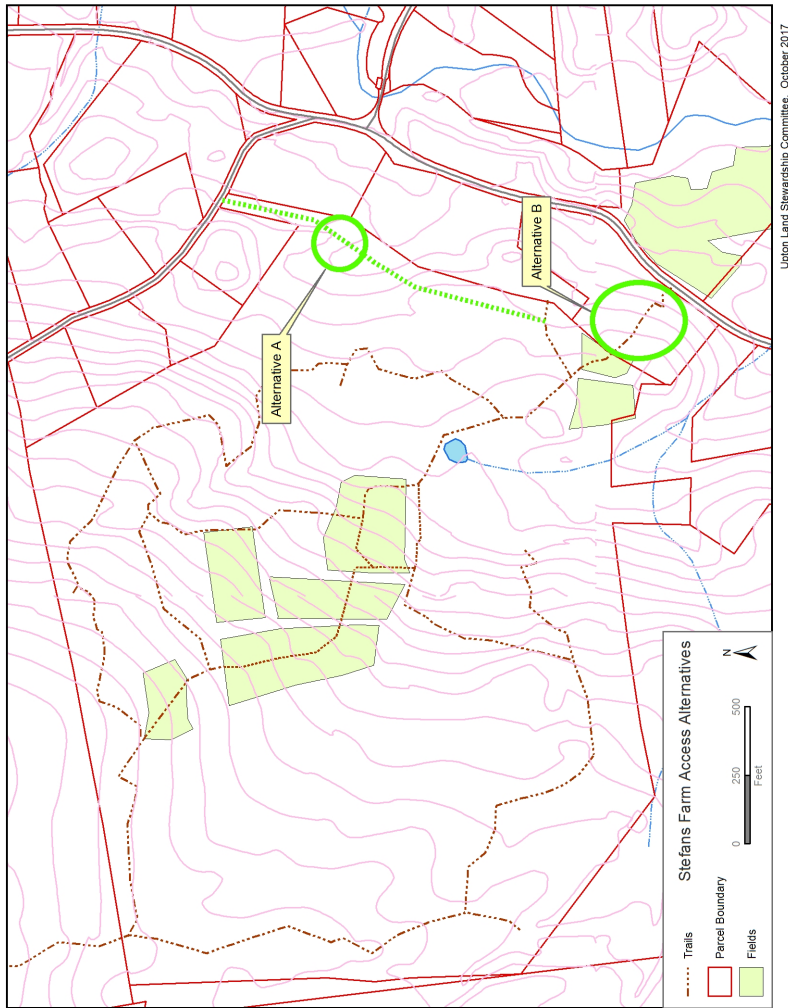
The Town of Upton is exempt from Federal Excise Taxes and Massachusetts Sales and Use Taxes. Contractors shall avail themselves of these exemptions.

AWARD

The Town of Upton reserves the right to accept any quote or any part of quotes, to reject any, all, or any part of quotes, to waive any formalities or informalities in the award process, and to award the quote deemed to be in the best interests of the Town.

The Town of Upton will enter into a written agreement with the selected Contractor. The award date in Section D. Delivery and Event Dates is the date the contract is anticipated to be awarded. It is not a date certain. The contract award is subject to approval of the Town Manager.

FIGURE 1



A larger version of this figure - "Town of Upton RFQ Engineering Services Stefans Farm Access Road Figure 1.pdf" - is available on the Town of Upton's website under Procurement.

QUOTE FORM
Engineering Services
Access Road
Town of Upton Stefans Farm Parcel
March 2018

Town of Upton
1 Main Street, Suite 1
Upton, MA 01568

QUOTE of _____, a corporation or limited liability company, organized and existing under the laws of the State of _____, a partnership, or an individual doing business as _____ (hereinafter called "CONTRACTOR"), having carefully examined the Request for Quotes, Engineering Services, Access Road, Town of Upton Stefans Farm Parcel, will complete all work for the aggregate sum of:

Conceptual Plans/Preliminary Cost Estimates for Two (2) Access Road Alternatives

_____ Dollars and _____ Cents
(written words)

\$ _____
(figures)

Town Option - Biddable Drawings for Mechanic Street Access Road Alternative

_____ Dollars and _____ Cents
(written words)

\$ _____
(figures)

Town Option - Biddable Drawings for Orchard Street Access Road Alternative

_____ Dollars and _____ Cents
(written words)

\$ _____
(figures)

CONTRACTOR INFORMATION

Firm: _____

Address: _____

Telephone: _____

Email: _____

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Gentlemen:

The CONTRACTOR, in compliance with the Request for Quotes for the above designated project, states that it has thoroughly examined and understands the terms and provisions of the Request for Quote document. Based upon those examinations and that understanding, the CONTRACTOR hereby proposes to perform all work, furnish all materials, and anything else required or necessary in order to complete the required tasks. Prices cover all expenses incurred in performing the work that is required by the contract documents of which this QUOTE is a part.

CONTRACTOR hereby agrees to commence WORK under this agreement on the date to be specified in the NOTICE TO PROCEED.

In submitting this QUOTE, the CONTRACTOR acknowledges that:

The lump sum prices include all materials, transportation, hauling, overhead, fees and insurances, profit and all other costs to cover the work of several kinds called for in the Contract Documents. No additional payment of any kind in the form of a surcharge will be made for work accomplished under the lump sum quote.

Upon receipt of written notice of acceptance of this QUOTE by the CONTRACTOR, CONTRACTOR shall execute the CONTRACT attached to these documents.

The CONTRACTOR has responded to and completely filled in all required spaces in the QUOTE document.

This quote respectfully submitted by:

IF A SOLELY OWNED COMPANY:

Company Name: _____

Address: _____

By: _____

Title: _____

Date: _____

IF A CORPORATION OR LIMITED LIABILITY COMPANY:

A company organized under the law of _____, composed of officers as follows:

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

IF A PARTNERSHIP:

A partnership doing business under the firm name and style of _____, composed of partners as follows:

Name and Title (if any): _____

Name and Title (if any): _____

Name and Title (if any): _____

Name and Title (if any): _____

CERTIFICATION OF GOOD FAITH

The undersigned certifies under penalties of perjury that this quote or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union committee, club or other organization, entity or group of individuals.

Signature: _____

Name of Business: _____

TAX COMPLIANCE CERTIFICATION

Pursuant to M. G. L. Chapter 62C, Section 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth of Massachusetts relating to taxes.

Signature: _____

Name of Business: _____

TOWN OF _____, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__ by and between the TOWN of _____, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at _____, Massachusetts, hereinafter referred to as the "TOWN", and _____, [a _____ corporation] having a usual place of business at _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for the purchase and delivery of _____, hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders and the CONTRACTOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. **THE WORK.** The Work consists of _____, as more fully described in the Contract Documents as defined above.
3. **TERM OF CONTRACT.** This Agreement shall be in effect from _____ and shall expire on _____, unless terminated earlier pursuant to the terms hereof.
4. **COMPENSATION.**
 - A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above the contract sum of \$_____.

- B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.
- C. Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.
- D. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, 12(c)(3).
5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. INSURANCE.
- A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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- B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.
11. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not

prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.
13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed

postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

17. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation
is available in the amount of this
Contract.

Town Accountant

TOWN OF _____, MA

By its: _____

Approved as to Form:

CONTRACTOR:

Town Counsel

(Signature)

(Name and Title)

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