



NOTICE OF REQUEST FOR PROPOSALS (RFP)
Shepard's Farm Preserve Detert Loop Trail Restoration Project

The Western Foothills Land Trust (WFLT) is requesting proposals for work to restore the Universally Accessible Detert Loop Trail at Shepard's Farm Preserve on Crockett Ridge Road in Norway, Maine. This project is being funded in part by a Federal Highway grant through the Recreation Trails Program (Project No RTP2422) managed by State of Maine, Bureau of Parks and Lands and by private sources.

The project entails the re-construction of a Universally Accessible hiking/walking trail, including:

- The length of proposed trail section is approximately 2800 feet.
- Expanding the width of the trail to six (6) feet with crushed stone suitable for universally accessible access.
- Re-level trail where the center has compacted.
- Source and install three (3) granite benches at specified trail locations.

The proposal documents, consisting of the RFP Notice, Standard Instructions to Proposers, Proposal Form, Services Agreement, Project Specifications and Attachments, will be available online at the WFLT website, wfltmaine.org, or may be obtained in hard copy or electronically from Kacy Bailey, Executive Director of WFLT at kacy@wfltmaine.org.

Proposals will be accepted in electronic or paper form, in an email or envelope clearly marked **"RFP Detert Loop Trail Project - Do Not Open."** Email must be directed to Kacy Bailey, Executive Director of WFLT at kacy@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 August 1, 2024.** 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
Shepard's Farm Preserve Detert Loop Trail Restoration Project

1. The complete package of proposal documents includes the RFP Notice, Standard Instructions to Proposers, Proposal Form, Services Agreement, Project Specifications 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 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 Detert Loop Trail Project - Do Not Open.**" Email must be directed to Kacy Bailey, Executive Director of WFLT at kacy@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 31, 2024.** At that time and place, the Proposals will be publicly opened and reviewed. WFLT reserves the right to accept any or reject any or all proposals for any reason.
4. 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 Project Specification and Proposal Form. 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 \$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 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 November 15, 2024 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 universally accessible 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 Kacy Bailey, Executive Director of WFLT at kacy@wfltmaine.org or 207-739-2124.



PROPOSAL FORM

Shepard's Farm Preserve Detert Loop Trail Restoration Project

Project Base Price

Lump sum price to complete the Trail Reconstruction Work as specified. \$ _____

Lump sum price to complete the Granite Bench Work 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: _____

Attach: Outline of qualifications, a list of equipment that will be used, a list of proposed subcontractors, list of relevant universally accessible trail work experience and training, and list of organizations or agencies that they have contracted with in recent years



SERVICES AGREEMENT

Shepard's Farm Preserve Detert Loop Trail Restoration Project

THIS AGREEMENT (this "Agreement") is made this day _____ of _____, 2024 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 the "Manager") and _____ (hereinafter the "Contractor").

The Contractor shall perform work on the Shepard's Farm Preserve Detert Loop Trail Restoration Project (the "Trail") as needed and directed by the Manager or 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 _____, 2024 (the Project Specifications and Proposal Form are attached here to as Exhibit A), for a total contract price of [\$_____]. Contractor agrees to complete all work not later than [_____], subject to force majeure.

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. The Contractor shall also provide evidence of insurance sufficient to satisfy the requirements of the Workers' Compensation Act or shall provide evidence of exemption from 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 on the policies required above, 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 caused by Contractor's negligence or willful misconduct. 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 Project 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 Manager's 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 one-half of the work [to be determined prior to signing between Manager and Contractor].
- 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.

This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Maine and the parties each consent to personal jurisdiction of the federal and state courts located in Maine, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Maine, such personal jurisdiction shall be nonexclusive.

If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.



In witness whereof, the Manager and Contractor have signed this Agreement as of the date first specified above.

Witness

Witness

Manager

WESTERN FOOTHILLS LAND TRUST

By: _____

Contractor

[_____]

By: _____



PROJECT SPECIFICATIONS

Shepard's Farm Preserve Detert Loop Trail Restoration Project

Permitting

All local and State permits are the responsibility of WFLT.

Trail Reconstruction Specifications

This project is to restore the grade and width of the Detert Loop Trail, originally constructed in 2016. The trail was designed and built in harmony with the terrain to minimize earth work needed for ADA-compliant grade changes, and to avoid any cutting of trees. Over time, the Detert Loop Trail's crushed stone surface has grown in with crab grass, reducing the functional width of the trail and negatively impacting trail accessibility. The center of the trail has also compacted over time and needs to be re-leveled. The trail should not be relocated, and no re-grading of slopes is desired, unless needed to meet universal design standards.

Western Foothills Land Trust will provide volunteers for clearing, grubbing, trimming, removing, trees, logs, limbs, branches, brush, plants, and other vegetation within the clearing limits of the trail corridor. Volunteers will also seed and mulch disturbed areas.

Original trail materials should be excavated from the site, screened, and the crushed stone reused. The six (6) foot trail corridor will be prepared as a smooth base for rebuilding and new landscape fabric will be set down to discourage further weed growth. The reclaimed stone and additional crushed stone, with fine material and natural binders suitable for universal access in the aggregate, will be added to finish the trail. The original trail was five (5) feet in width. This work will enlarge the trail width by one (1) foot to a total width of six (6) feet. Erosion control in compliance with existing Maine DEP requirements and best practices will be used during construction.

The Detert Loop Trail is approximately 2,800 feet in length. It forms a loop on less than half of the 19-acre site. The site is general open fields. A crush stone parking area is available for staging.

Granite Bench Specification

Three (3) granite benches (granite block support and granite lintel seat) will be sourced and installed at locations along the Detert Loop Trail. The bench seat should be forty-eight (48) inches wide, eighteen (18) inches deep, and approximately twenty (20) inches high. The benches should be rustic in character (i.e. not polished). See attached photo for typical idea. The area under and around each bench should be cleared and leveled and finished with weed blocking fabric and crushed stone. The labor and materials for the granite bench work must be broken out separately from the cost of the trail reconstruction work.

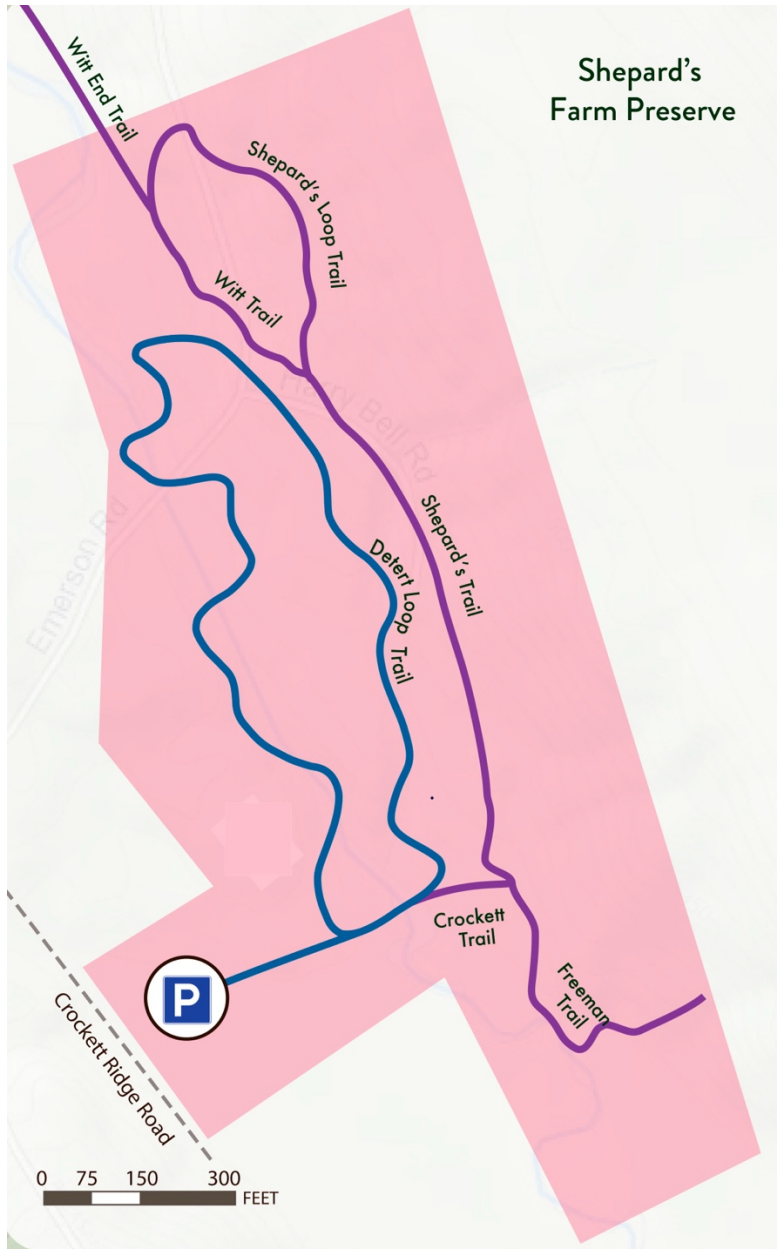
Additional Considerations

There are six (6) Bernard Langlais sculptures installed along the Deter Loop Trail. These are



tall, wood sculptures on concrete bases. Trail construction work must take care to avoid disturbance or injury to these sculptures or the support bases.

Map of Shepard's Farm Preserve and Detert Loop Trail:





Granite Bench (typical):

