

DFW-2015-022: Removal of Parking Lot and Concrete from the Frances Crane (North) WMA in Falmouth, MA



Introduction

The Division of Fisheries & Wildlife (DFW) Biodiversity Initiative (BDI) was established under the 1996 Open Space Bond Bill to address the long-term decline of early-successional habitats and associated wildlife species in the Commonwealth. The BDI identifies priority sites for reclamation to early-successional (i.e. grassland or herb/shrub) habitats through large-scale tree/shrub mowing and chipping operations. Frances Crane North in Falmouth, MA has grasslands within it that are listed as an imperiled natural community. In order to enhance the grassland habitat, DFW will hire a qualified vendor to remove remnants of a former parking lot and roadway as well as old concrete pads. All work is scheduled to be completed between January 15, 2015 and April 1, 2015.

Project Description, Frances Crane WMA North

The treatment area consists of 1.7 acres of abandoned roads, parking areas, and concrete pads. The vendor will be responsible for removal/scraping of all concrete, asphalt, and other material within the footprint of the treatment area. Portions of the roadway and the parking area are currently covered with dirt/gravel (see figures 3-8). Underneath portions of this dirt/gravel is broken up asphalt and some areas of concrete. The vendor will be required to remove all hard pack material down to 4 inches below the grade of the surrounding area, or as agreed upon by DFW and the winning bidder. Once all hard pack material has been removed to specifications, the vendor will be required to move soil from a stockpile on site to the 1.7 ac work area, and grade the work area to match the surrounding area (see maps).

DFW will require that a two track grass/dirt road be maintained/established within portions of the footprint of the current gravel asphalt road. Figure 2 shows the location of where this dirt road shall be maintained. At the conclusion of the grading work, the portion to be maintained as a road must be 16' (sixteen feet) or more in width and be able to support travel by pick-up truck and other equipment. Dirt and gravel material removed from the project site may be used to fill dirt tracks if necessary for vehicle support. Finished dirt road should be similar to those already on site at the Frances Crane WMA. Additionally, there are large pieces of concrete and building footings as well as concrete pads associated with the old airfield (see figs. 3-8) within the 1.7 acre treatment area. The vendor will be responsible for removing these materials in their entirety, then moving soil from a stockpile on site to fill depressions resulting from material removal, and grading the soil to match the surrounding area.

Operational Requirements

- The Vendor must notify the DFW representative prior to commencement of operations, even if a Notice to Proceed has been issued. Any work that is completed prior to notification is considered unauthorized and will not be paid for.
- All equipment operators are required to meet with a DFW representative at the project site prior to beginning work.
- Any accidents or injuries to workers, environmental accidents, or damage to public or private property associated with this project must be reported to DFW immediately.
- The winning bidder will be required to thoroughly clean the exterior, undercarriage, and tires/tracks of his/her motorized equipment with a high pressure washer at a maintenance facility prior to bringing the equipment on site. Cleaning will substantially reduce the chance of spreading invasive exotic plants from a previous work site. Machinery that has not been cleaned in this manner will not be allowed on site.
- Any flagging or other materials used on site during the project must be removed upon project completion (biodegradable flagging can be left in place).

- Any/all spills of hazardous material must be reported immediately to DFW.
- Vendor will be responsible for obtaining all necessary permits for disposal of materials removed from the work area..
- The Vendor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted by DFW, town officials, and other agencies with enforcement jurisdiction.
- When or where any direct or indirect damage or injury is done to public or private property by, or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Vendor, he/she shall restore, at his/her expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he/she shall make good such damage or injury in an acceptable manner.
- The Vendor shall be required to indemnify the Commonwealth from and against any liability for claims arising from the Vendor's activities under the contract. To support this indemnification requirement, the Vendor shall provide a) comprehensive commercial general liability insurance, with coverage for bodily injury, wrongful death, and property damage in the amount of \$1,000,000 naming the Commonwealth as an additional insured regarding the work to be performed under this contract, and b) Workman's Compensation Insurance as required under Massachusetts law for all persons employed by the Vendor, and provide Certificates of Insurance for all sub-contractors evidencing the same coverage required of the Contractor.
- The Vendor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Vendor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.
- The storage or disposal of fuels, oils, bitumens, chemicals, or other harmful materials on any project sites or neighboring property is strictly prohibited.
- Any person employed by the Vendor or by any Subcontractor who, in the opinion of DFW's representative, does not perform his/her work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of DFW's representative, be removed by the Vendor or Subcontractor employing such person, and shall not be employed again in any portion of the project without the approval of DFW.
- Should the Vendor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, DFW's representative may suspend all work by written notice given to the Vendor until compliance with such orders has been met.
- All equipment which is proposed to be used on the work site shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work or adjacent property will result from its use.
- All mechanized equipment must be free of leaks in fuel and hydraulic lines during the course of work and must be removed from the site at the conclusion of work. Further, all mechanized equipment must carry oil-absorbent pads, quality subject to the approval of DFW, at all times to be used in the event of a fluid spill. Any employee working on a project site must receive instruction on proper response procedures to hazardous materials spills.
- A project schedule will be arranged with the winning bidder. Vendors are required to bid on the acreage as calculated using ArcGIS 9.0. If the necessary funds are not available to complete the entire project, DFW reserves the right to discontinue or reduce the scope of work. DFW also reserves the right to increase the acreage of the project at the low bid price if additional habitat work is required.

- All operations must be performed during normal working hours (Monday – Friday, 7:00 a.m. to 5:00 p.m.) unless other arrangements are made.
- The total bid amount should not be limited to the previous description but shall include all materials and labor necessary to produce a completed job equal to or exceeding industry standards.

Considerations and Instructions for Bid Submission

Contracts will be awarded to the lowest responsible and eligible bidder. The term "lowest responsible and eligible bidder" shall mean (1) the Bidder whose Bid is the lowest of those Bidders demonstrably possessing the skill, ability, and integrity necessary for the faithful performance of the work, and who meets the requirements set forth in M.G.L. c.149 sec.44 (2)(B) and not debarred from bidding under M.G.L. c.149 §44C; (2) and who shall certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; and (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work, and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

The Owner reserves the right to waive any informalities in, or to reject any or all Bids if it be in the public interest to do so.

The cost associated with the operator site walk required prior to starting work should be reflected in the Contractor's bid.

Prevailing wage rates are required; rate schedules are attached to this scope of services. For more information about prevailing wage requirements, see the Massachusetts Division of Occupational Safety website: <http://www.mass.gov/dls/pw/>

The Contractor shall provide as surety a payment bond **in the amount of 50% of the contract price within 10 days of contract award.** The payment bond must be furnished to DFW in the form of a surety bond issued by a surety company; a certified, treasurer's or cashier's check drawn on a responsible bank or trust company payable to the awarding authority; or cash.

The Contractor shall provide as surety a performance bond **in the amount of 100% of the contract price within 10 days of contract award.** The performance bond must be furnished to DFW in the form of a surety bond issued by a surety company; a certified, treasurer's or cashier's check drawn on a responsible bank or trust company payable to the awarding authority; or cash.) [M.G.L. c. 149, §44A(2)(C) and M.G.L. c. 30, §39M(a)]. The performance bond shall be forfeited, as liquidated damages if all contract provisions covered are not faithfully and fully performed by the Contractor. Should the amount of damages, as determined by DFW, exceed the amount of said bond, the Contractor agrees to pay the excess balance within 90 days. Otherwise, said bond will be returned to the Contractor after all terms of this contract are fulfilled to the satisfaction of DFW.

Total payment for this project shall be agreed upon before any work is initiated. The agreed sum shall be stated in the Notice to Proceed. Payment shall be made as a lump sum payment upon determination by DFW of completion of work, or as agreed upon in the scope of services and payment plan, and shall be made by DFW within thirty (30) days of receipt of an invoice. This provision shall not apply if DFW notifies the Contractor of insufficiencies in the work or non-compliance with the contract terms within thirty (30) days of receipt of said invoice. If so notified, the invoice amount will not be remitted and no

invoice or demand for payment will be accepted until the contract compliance has been met. Once compliance has been met, payment after resubmission of an invoice will be made within thirty (30) days.

Contractors shall submit all certified payroll sheets for all employees employed at the work site with their request for payment.

This project shall not commence until all required procurement forms have been submitted to DFW by the vendor, and until a "Notice to Proceed" has been received by the Vendor from the Division.

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

(1) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(2) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim.

Any additional project costs must be approved by the Division's Chief Financial Officer prior to being incurred.

BIDDERS' CONFERENCE:The scheduled bidders conference for this project is **Thursday, November 20, 2014 at 11:00 am**. All vendors who wish to submit a bid must attend a bid showing. Alternative bid showings may be scheduled by contacting:

Ben.mazzei@state.ma.us

(413) 768-9090 cell or (508) 389-6306 office

Directions to the Site: **Frances Crane WMA, Falmouth**

Take Rt 151 East and look for Hamilton Tree Service on the left. Take a left after Hamilton Tree Service but before the ballfield. Drive down the road until you see the parking lot and the gate.

Sealed Bids must be received, in writing, no later than 2:00 pm on Thursday, December 11, 2014 at which time they will be publicly opened and read.

INSTRUCTIONS FOR SUBMISSION OF RESPONSES:

- 1) All vendors must attend either the bidder's conference or a scheduled site visit to be eligible to bid.
- 2) Two complete paper copies of your response must be received, in writing, no later than **2 pm on Thursday, December 11, 2014** at which time bids will be publicly open and read.

Submit responses to:

Division of Fisheries and Wildlife
Attn: Lori Cookman
1Rabbit Hill Rd
Westborough, MA 01581

On the outside of the envelope containing the two complete copies of your bid(s), clearly mark: **Bid Documents Enclosed, DFW-2015-022: Removal of Parking Lot and Concrete at FCN.**

All responses must include **two copies** of each of the documents listed below. **BE SURE TO INCLUDE ALL ITEMS LISTED HERE OR YOUR RESPONSE MAY BE FOUND TO BE INCOMPLETE AND NON-RESPONSIVE.**

- 1) Completed Mandatory Bid Sheet
- 2) Affidavit: Proposal for RFR DFW-2015-022: Removal of Parking Lot and Concrete at the FCN WMA. **One copy must be notarized original.**
- 3) Bid deposit in the amount of 5% of total bid price, payable to the Division of Fisheries and Wildlife, in the form of a surety bond issued by a surety company; a certified, treasurer's or cashier's check drawn on a responsible bank or trust company payable to the awarding authority; or cash. [M.G.L. c. 149, §44A(2)(C) and M.G.L. c. 30, §39M(a)]
- 4) Business Reference Form outlining the bidders experience for conducting the type of work described in this RFR with references.

The winning Contractor(s) will be required to submit the following items upon award:

- 1) MA Construction Contract Form to be provided by awarding authority
- 2) Commonwealth Terms and Conditions filled out and signed by the respondent (If not already on file)
- 3) Commonwealth W-9 tax information form filled out and signed by the respondent (If not already on file)
- 4) Contractor Authorized Signatory Listing, completed and signed by the Contractor.
- 5) Proof of liability insurance coverage
- 6) Electronic Funds Transfer form
- 7) Within 10 days after presentation thereof by the awarding authority, furnish a **labor and materials or payment bond** from a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and in the sum of **50%** of the contract price, payable to the Division of Fisheries and Wildlife, in the form of a surety bond issued by a surety company; a certified, treasurer's or cashier's check drawn on a responsible bank or trust company payable to the awarding authority; or cash. [M.G.L. c. 149, §44A(2)(C) and M.G.L. c. 30, §39M(a)].
- 8) Within 10 days after presentation thereof by the awarding authority, furnish a **performance bond** in the amount of **100%** of the contract price in the form of a surety bond issued by a surety company; a certified, treasurer's or cashier's check drawn on a responsible bank or trust company payable to the awarding authority; or cash. DFW

MANDATORY BID SHEET
DFW-2015-022: Removal of Parking Lot and Concrete at the Frances Crane WMA

- A. The undersigned proposes to furnish all labor and materials required for the removal of the parking lot and concrete at the Frances Crane WMA North in Falmouth for the Division of Fisheries and Wildlife, for the contract price specified below.
- B. This bid includes addenda number(s): _____
- C. The proposed contract price is:

_____ dollars \$ _____
Bid Amount in Words

Bid Amount in Numbers

By signing below, the bidder certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work and that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The undersigns also agrees that, if selected as a general contractor, he/she will within seven days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid.

Bidder’s Information

Name (printed)		Signature	
Company		Date	
Street Address		Phone	
City, State, Zip Code		Email	

Signature conveys approval with all proposed bids and agreement with all terms set out in this Scope of Services.

Figure 1. Map of treatment area



Frances Crane WMA Falmouth, MA
Parking lot removal

-  parking lot removal
-  Department of Fish and Game

Figure 2. Yellow line indicates location for a driveable two track grass road



Figure 3. Parking lot



Figure 4. Concrete pads



Figure 5. Concrete pads



Figure 6. Concrete footings



Figure 7. Miscellaneous concrete to be removed



Figure 8. Concrete footing

