

Town of Amherst



Seeking Written Quotes

The Town of Amherst
Town Accountant's Office
Town Hall
4 Boltwood Ave
Amherst, Massachusetts 01002

Written Quotes shall be submitted no later than 4:00 PM on Friday, July 27, 2018
and can be faxed, e-mailed, mailed or delivered to:

Town Accountant's Office
Town Hall
4 Boltwood Ave
Amherst, Ma 01002

Attn: Anthony P. Delaney
delaneya@amherstma.gov
Fax: (413) 259-2401

PART 1.

Purchase Description/Scope of Work

The Town of Amherst, as Awarding Authority, invites written quotations for the procurement set forth below:

A professional land surveyor to complete surveying and mapping of the site of Fort River Elementary School at 70 South East Street, Amherst. The site measures approximately eleven and one half (11.5) acres. The survey will be used as part of a feasibility study for a renovated or new school on the site.

Contractor shall perform land survey services to support the development of the feasibility study by the chosen architectural firm. Contractor shall possess the qualification of Licensed Professional Land Surveyor with experience on similar size projects.

Scope of Work: Contractor shall submit a quotation for services including but not limited to the following tasks:

1. Research existing property and abutting property deeds, known public and private sources to determine the current boundaries and recorded plans.
2. Conduct a field survey of the premises to locate existing boundary points, monuments and other pertinent property evidence.
3. Assimilate record and field data. Analyze results and confirm record boundaries as found by field evidence.
4. Produce final plan(s) suitable for recording. Horizontal control will be in the Massachusetts Coordinate System North American Datum. Vertical control will be in NAVD (1988).
5. All land surveying work shall be performed in conformance with 250 CMR 6.00, commonly accepted standards of care and 250 CMR 5.00: Professional Practice.
6. Perform topography survey (Class T-2) and boundary survey (Class A-2).
7. Scale of survey to be one inch equal to twenty feet (1" = 20' 0")
8. Topography should be shown with one (1) foot contours and spot elevations where abrupt changes in grade occur, and at all corners of the building perimeter.
9. Where the property abuts a public street, the topographic and utility information shall extend to the far side of the street.
10. Topography shall be shown twenty-five feet (25') beyond property limits in all directions.
11. Show sizes, locations, materials and inverts of all below-ground utilities with utility identification. If line extends beyond survey limits, provide location and information to the next structure outside the limit.
12. Show all above-ground utilities.

13. Denote all site features such as, but not limited to, fences, poles, walks, curbs, benches, steps, trees, shrubs, rock outcrops and water courses.
14. Topography shall be tied to NGVD 88 Datum and coordinates unless otherwise authorized to an assumed datum.
15. Topography must be affixed to two (2) stable Benchmarks.
16. Survey to be plotted on two foot by three foot (2' x 3') Mylars at the scale of one inch equal to twenty feet (1" = 20' 0"). A composite plan on one sheet shall also be provided.
17. Computer files will be provided in AutoCAD- or GIS-compatible format.
18. Provide the Town with an electronic copy of the final survey in Adobe PDF format.
19. Finish floor grades must be noted at all building entrances.
20. Spot grades shall be noted at the top and bottom of all steps.
21. Any deed restrictions, rights of way, easements, setbacks, buffer zones or other permitting restrictions must be accurately located.
22. Wetlands must be delineated and setbacks from Fort River must be noted.
23. All adjacent street lines must be located.

PART 2.

Quote Submission Terms and Requirements

- 2.1 Quotes will be accepted up until the date and time ("the bidding deadline") and at the place, below:
- DATE: Wednesday, June 6, 2018
- TIME: 2:00 PM
- PLACE: Town Accountant's Office in the Town Hall
- 2.2 The successful bidder will be required to furnish a payment bond in the amount of N/A percent (n/a%) of the contract award, not later than n/a (n/a) working days after the award notification. Bonds will be for one (1) year and shall be renewed annually at the Contractor's expense. Bonds are required on Ch. 149 contracts > \$25,000.
- 2.3 A Pre-Bid conference will be held on N/A at n/a. All bidders are invited to attend.
- 2.4 Wherever applicable, the conditions of Employment and Prevailing State Wage Rate, as set forth by the Massachusetts Department of Labor and Industries, as contained in specifications, shall prevail in the execution of work under this contract. Periodic wage rate sheets are available upon request.
- 2.5 The Town of Amherst reserves the right to reject any and all quotes in whole or in part, and to waive informalities, when at its sole discretion is deemed to be in the best interests of the Town and to the extent permitted by law.
- 2.6 Quotes shall be evaluated based on responsiveness to the criteria, terms and conditions contained in this solicitation and its attachments. Failure to follow the instructions, meet the criteria, or agree to the terms and conditions contained in this solicitation may be cause for rejection of the quote as non-responsive.
- 2.7 All quotes shall be submitted to the Town, as and where set forth above, on or before the bidding deadline. Quotes and unsolicited amendments to quotes received by the Town after the bidding deadline will not be considered, and requests for extensions of time will not be granted. Bidders who mail quotes should allow sufficient time for receipt by the Town by the bidding deadline. Quote received after the bidding deadline will be rejected.
- 2.8 All quotes shall be signed in ink by the bidder. If the bidder is a corporation, the authority of the individual signing shall be endorsed upon, or attached to, the quote and certified by the clerk of the corporation.
- 2.9 All quotes submitted shall be binding upon the bidder for a minimum period of thirty (30) calendar days following the bidding deadline.
- 2.10 The contract will be awarded within 60 days after the opening unless the time for award is extended by mutual consent of the parties.
- 2.11 Quotes once submitted may, upon request of the bidder prior to the bidding deadline, be withdrawn or amended. If amended, resubmission of the quote shall comply with all requirements of this solicitation.

- 2.12 Questions and inquiries will be accepted from any and all bidders and must be in writing. Questions will be answered in writing and both questions and answers will be distributed to all bidders who receive the solicitation provided, however, that all questions are received at least six (6) days in advance of the bidding deadline.
- 2.13 Negligence on the part of the bidder in preparing the quote confers no right of withdrawal after the bidding deadline. The Town does not assume any responsibility for errors, omissions, or misinterpretations which may have resulted in whole or in part from the use of incomplete quote solicitations. Any bidder finding an ambiguity, inconsistency, or error shall promptly notify the Town.
- 2.14 If it becomes necessary to revise any part of this IFB or if additional data are necessary to enable an exact interpretation of provisions, such addenda will be provided to all bidders who have requested this IFB. No addenda will be issued within the immediate three (3) business day period prior to the bidding deadline.
- 2.15 By submitting a quote in response to this solicitation, the bidder shall be deemed to have certified that no officer, agent, or employee of the Town has a direct or substantial financial interest in the procurement, that the quote is submitted in good faith and exclusively on bidder's own behalf, without fraud, collusion or connection of any kind with any other bidder for the same work or with any undisclosed party.
- 2.16 It is understood, agreed upon and made a part hereof, and shall be a part of the contract, that the contract entered into between the Town and the successful bidder shall not be assigned or assignable by way of sub-contract or otherwise, unless or until the Town shall have first assented thereto in writing.
- 2.17 The quote price(s) shall be written both in words and figures, and in the case of a discrepancy between the two the amount in words shall govern.

PART 3.

Sample Contract Terms and Conditions

This CONTRACT between the Town of Amherst, a Municipal Corporation in the County of Hampshire and in the State of Massachusetts, acting through its Office of Purchase and its Purchasing Agent and Vendor.

Witness that the consideration hereinafter mentioned, the Vendor hereby agrees to furnish and deliver, at such places and at such times as shall be designated by the Town, in accordance with the proposal and specifications as outlined on the attached proposal or document executed by said Vendor.

This CONTRACT shall be enforced for the period stated by said Town or as stated in the proposal which is incorporated herein by reference.

This CONTRACT shall not be altered in any particular without the consent of all parties to this CONTRACT endorsed hereon unless the Town Manager shall otherwise order, and all alterations must be in writing. All payments for any work done under any such alteration shall be made at the time of the final payment on this contract, unless otherwise authorized by the Town Manager, which authorization shall be specified in the modification to the CONTRACT.

This CONTRACT is not effective until signed by the Town Manager of said Town.

The Town hereby agrees with the Vendor to pay for said commodities/service at the times and in the manner specified in said proposal.

This Contract shall be deemed to be a Massachusetts contract and its interpretation and construction shall be governed by the laws of Massachusetts and the Charter and Bylaws of the Town of Amherst.

The Said Vendor expressly warrants that said commodities/service, at the time of delivery, shall be free from all defects.

The Said Vendor also agrees to pay all Federal or State sales taxes (if any) that may be imposed on any articles of personal property purchased under this contract, but this provision shall in no way effect the right of the Vendor in making any claim to the Federal Government that sales taxes cannot be collected by the Federal Government on articles sold to a Municipality.

The Said Vendor hereby certifies under the penalties of perjury that, to the best of their knowledge has filed all State tax returns and paid all State taxes required under law. This provision is in accordance with M.G.L. Ch. 62C, Sec 49A.

In Witness Whereof the Town caused these presents to be signed in triplicate (3) and approved by its Town Manager and the said Vendor has caused the presents to be signed in triplicate (3) and its official seal to be hereto affixed by its officer or agent thereunto duly authorized (by the attached corporate resolution). This instrument shall take effect as a sealed instrument.

PART 4.

Pricing Sheet and/or required forms

Total price in figures: \$16,200.00

Total price in words: Sixteen Thousand Two Hundred dollars and no cents

Company: Heritage Surveys, Inc.

Contact Name: Mark P. Reed

Address: 241 College Highway ~ P.O. Box 1

Southampton, MA 01073

Telephone: 413-527-3600

E-mail Address: mark@heritagesurveys.com

(Price shall include all components of the quote solicitation in its entirety)

The undersigned certifies under penalties of perjury that this bid 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.

Pursuant to Massachusetts General Law chapter 62C, sec 49A, I hereby certify under penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

I further attest, I am duly authorized to execute contracts and bonds in the name and behalf of said company



Signature

07/27/18
Date

Mark P. Reed
Printed name