

**Town of Shutesbury
Conservation Commission**



Invitation for Bids

**SOUTH BROOK/LAKE WYOLA CONSERVATION AREA
TRAIL REPAIR**

BIDS DUE:
February 12, 2026, 12:00 PM

Matteo Pangallo
Land Use Clerk
1 Cooleyville Road
Shutesbury, MA 01072
landuseclerk@shutesbury.org
413-259-3792

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SHUTESBURY CONSERVATION COMMISSION
 SHUTESBURY TOWN HALL
 1 COOLEYVILLE ROAD
 SHUTESBURY, MA 01072

INVITATION FOR BIDS (IFB)

The Town of Shutesbury, Massachusetts invites Bids for the following Community Preservation Act funded project:

SOUTH BROOK/LAKE WYOLA CONSERVATION AREA TRAIL REPAIR

The Proposal, Specifications, and Bid Forms for the contract may be examined and copies obtained through the Conservation Commission's website: <https://shutesbury.org/concom>.

All bids shall be submitted to the following address by February 12, 2026 at 12:00 p.m.

Town of Shutesbury
 Land Use Clerk
 1 Cooleyville Road
 Shutesbury, MA 01072

It is the responsibility of the prospective proposers and bidders to check <https://shutesbury.org/concom> for new information or any addenda or modifications to the Invitation to Bid or other documents relevant to the project.

The Bids and award of this contract will be under the provisions of M.G.L. c. Chapter 30, Section 39M, as amended, to the lowest cost responsible and responsive Bidder. Awarding of the contract will be made by the Shutesbury Conservation Commission. Bids will be unsealed by the Chair of the Shutesbury Conservation Commission at the Commission's February 12, 2026 public meeting. The Town of Shutesbury and the Shutesbury Conservation Commission reserves the right to reject any and all Bids, or to award or not to award the contract for any reason the Conservation Commission determines to be in the Town's and/or the public's best interest.

SECTION I: INSTRUCTIONS TO BIDDERS

This contract is being awarded under provisions of M.G.L. c. 30 § 39M. Attention of all Bidders is directed to all applicable Sections of the General Laws of the Commonwealth of Massachusetts, and Municipal Ordinances and By-Laws, as most recently amended, which govern this contract. They will be deemed to be included in the contract the same as though written out in full. No Bid received after the closing time and date established in the INVITATION FOR BIDS for the receipt of Bids will be considered regardless of the cause for delay in the receipts of such Bids. The Shutesbury Conservation Commission reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.

NOTE: THE SPECIFIED QUANTITIES ARE ESTIMATES OF REQUIREMENTS FOR USE IN COMPARING BIDS: THE TOWN OF SHUTESBURY DOES NOT GUARANTEE THAT THESE QUANTITIES WILL ULTIMATELY BE REQUIRED.

ARTICLE 1 - BID'S REPRESENTATION

1. Each General Bidder (hereinafter called the “Bidder”) by making a Bid (hereinafter called “Bid”) represents that:
 - a. The Bidder has read and understands the Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications, and Appendices (collectively, referred to as the “Contract Documents”) and the Bid is made in accordance therewith.
 - b. The Bidder has visited the work site and is familiar with the local conditions under which the work has to be performed.
2. Failure of any Bidder to acquaint themselves with the Bid, work sites, and contract documents shall in no way release that Bidder from the obligations with respect to their Bid.

ARTICLE 2 - REQUEST FOR INTERPRETATION/ADDENDA

1. Bidders shall promptly notify the Town of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
2. Questions concerning this invitation for Bids must be submitted in writing to:

Shutesbury Conservation Commission
Attn: Matteo Pangallo, Land Use Clerk

1 Cooleyville Road
Shutesbury, MA 01072

or by email to: landuseclerk@shutesbury.org

Written responses will be emailed to all Bidders on record as having picked up the IFB.

3. Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The Town and the Conservation Commission will not be held accountable for any oral communication.

4. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.

5. Bidders or proposers contacting ANY TOWN EMPLOYEE regarding an Invitation for Bids (IFB) or a Request for Proposal (RFP), once an IFB or RFP has been released may be disqualified from the procurement process.

6. It is the responsibility of the prospective Bidder to keep current the email address or phone number of the Bid's contact person and to monitor that email inbox or voicemail for communications from the Town of Shutesbury or the Conservation Commission, including requests for clarification. If any changes are made to this IFB, an addendum will be issued. Addenda will be emailed or faxed to all Bidders on record as having picked up the IFB. The Town assumes no responsibility if a prospective Bid's designated email address or phone number is not current, or if technical problems, including those with the prospective Bid's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective Bidder to be lost or rejected by any means including email or spam filtering.

7. The Town of Shutesbury and Shutesbury Conservation Commission accept no responsibility and will provide no accommodation to Bidders who submit a response and or Bid based on an out-of-date solicitation or on information received from a source other than the Town of Shutesbury.

ARTICLE 3 - PREPARATION AND SUBMISSION OF BIDS

1. Bids shall be submitted on the "BID FORM" as appropriate, furnished by the Town. Bids that are not submitted using the "BID FORM" will not be considered by the Conservation Commission.

2. All Bid forms shall be completely filled in and signed by the Contractor.

3. Each Bid must be submitted on the prescribed forms which are included as pages of this document. All blank spaces Bid prices must be filled in, in ink or typewritten, and must be legible. Forms that are incomplete or obscure, or that contain work not in accordance with the specifications, will be rejected.
4. Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the Bid sum expressed in words and the Bid sum expressed in figures, the words shall control.
5. By submitting a Bid, the Bidder agrees to execute the contract, to provide insurance certificates, and to commence work within the time limits stated in the Contract Documents. If the successful Bidder does not meet this requirement, the Conservation Commission may then, at its option, award the contract to the next lowest Bidder, or rebid the contract if determined by the Conservation Commission to be in the public interest to do so. The Chair of the Conservation Commission will then sign for the Town, after which the contract will become effective.
6. Each bid package must contain all of the following materials:

- (a.) Contractor's Price Proposal (Bid Form), signed by an authorized person. A Bid must be signed as follows:
 - 1) if the Bidder is an individual, by her/him personally;
 - 2) if the Bidder is a partnership, by the name of the partnership, followed by the signature of each general partner;
 - 3) if the Bidder is a corporation, by an authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed and a *Certificate As To Corporate Bidder* form attached.
- (b.) Certificate of Non Collusion and Tax Compliance Form
- (c.) Labor Harmony and OSHA Training Certification Form
- (d.) Debarment Letter
- (e.) Contractor Certification (Executive Order 481)
- (f.) Bidder Qualification and Reference Forms
- (g.) Bid Deposit (5% of Bid)

ARTICLE 4 - ALTERNATES

1. Each Bidder shall acknowledge alternates (if any) in Bid Form.
2. In the event an alternate does not involve a change in the amount of the base Bid, the Bidder shall so indicate by writing "No Change" or "0" in the space provided for that alternate.

3. Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.

4. The low Bidder will be determined on the basis of the sum of the base Bid and the accepted alternates.

ARTICLE 5 – WITHDRAWAL OF BIDS

1. Any Bid may be withdrawn prior to the time designated for receipt of Bids on written or emailed request. Emailed withdrawal of Bids must be confirmed over the Bid's signature by written notice postmarked on or before the date and time set for receipt of Bids.

2. Any Bidder may modify their Bid at any time prior to the scheduled closing time for receipt of Bids provided such is received by the Land Use Clerk's Office prior to the closing time, and provided further that the final prices or terms will not be disclosed to the Town of Shutesbury or Conservation Commission until the sealed Bid is opened.

3. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids.

4. No Bids may be withdrawn within thirty (30) days (Saturdays, Sundays and legal holidays excluded) after the opening of the Bids.

ARTICLE 6 - CONTRACT AWARD

1. The contract will be awarded to the responsive and responsible Bidder offering the lowest contract price as the GRAND TOTAL on the "Bid Form".

2. The Conservation Commission will award the contract to the lowest responsible and eligible Bidder within sixty (60) days (Saturdays, Sundays, and legal holidays excluded) after the opening of Bids.

3. The Conservation Commission reserves the right to waive minor informalities in any Bid or to reject any or all Bids if it determines it is in the public interest to do so.

4. The Conservation Commission reserves the right to reject any Bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the Bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.

5. As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder
 - (1) whose Bid is the lowest of those Bidders possessing the skill, ability, and integrity necessary for the faithful performance of the work;
 - (2) who has met all the requirements of the invitation for Bids;
 - (3) 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 in the work; and
 - (4) shall have been determined to be qualified thereunder.
6. Subsequent to the award and within seven (7) days (Saturday, Sundays and legal holidays excluded) after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Conservation Commission a contract in the form included in the Contract Documents in such number of counterparts as the Town may require.
7. In the event that the Conservation Commission receives low Bids in identical amounts from two or more responsive and responsible Bidders, the Conservation Commission shall select the successful Bidder by a blind selection process chosen by the Chair of the Conservation Commission, such as flipping a coin or drawing names. The low Bidders who are under consideration will be invited to attend and observe the selection process.
8. In the event there is a discrepancy in the Bid Form between the unit price written in words and that in figures, the unit price written in words shall govern. The Conservation Commission reserves the right to waive any non-material informalities and errors in the Bid.
9. The Shutesbury Conservation Commission reserves the right to award the contract, or to reject any and all Bids if the Commission determines it is in the public interest to do so.

ARTICLE 7 - TAXES

1. The Bidder shall not include in this Bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
2. The Town is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax in its Bid. The Town's exemption Number is 046-001-301.

SECTION II: REQUIRED FORMS

BID FORM

The undersigned proposes to furnish all labor and materials as is required for this contract for property owned and operated by the Town of Shutesbury in accordance with the accompanying specifications, requirements, terms and conditions contained herein for the contract price specified. The Contractor is required to review any related plans, conduct a full site review, and read all the provisions in the document before inserting prices. The contract will be awarded to the responsive and responsible Bidder offering the lowest contract price for the GRAND TOTAL and in compliance with the Instructions in the IFB.

The undersigned agrees that they will within seven (7) days (Sundays and holidays excluded), after receipt of a notice of award by the Conservation Commission, execute the contract in triplicate and furnish the required insurance certificates and performance bond, plus a labor and materials bond, as required by the contract, the premiums for which are to be paid by the contractor and included in the contract price. The undersigned certifies under penalties of perjury that all information contained in the required Bid forms is accurate and complete. By signing this Bid Form, the Bidder confirms compliance with applicable state and federal employment laws or regulations, including Worker's Compensation Insurance as required by M.G.L. Chapter 152.

BIDDER INFORMATION

Business Name: _____

Business Address: _____

Town/State/Zip: _____

Signed: _____

Date: _____

Printed Name: _____

EIN: _____

Telephone: _____

Email address: _____

PROPOSED SCHEDULE

Proposed start of work date: _____

Proposed completion date: _____

COSTS (if additional rows are required, please attach a separate sheet)

Description of Item/Work	Cost in Words	Cost in Dollars and Cents

GRAND TOTAL IN WORDS:

GRAND TOTAL IN DOLLARS AND CENTS:

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this Bid or proposal is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, joint venture, partnership, corporation, union, committee, club, or other organization, entity, business, group of individuals, or legal entity.

SIGNATURE: _____

WRITTEN NAME: _____

NAME OF BUSINESS: _____

DATE: _____

CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, §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 relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

SIGNATURE: _____

WRITTEN NAME: _____

NAME OF BUSINESS: _____

DATE: _____

EIN: _____

Your EIN may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

LABOR HARMONY AND OSHA TRAINING CERTIFICATION

Pursuant to M.G.L. c. 30, § 39 S (a), I certify under the penalties of perjury that:

- (1) I am able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) 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; and
- (3) that all employees to be employed in the work subject to this Bid 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.

SIGNATURE: _____

WRITTEN NAME: _____

NAME OF BUSINESS: _____

DATE: _____

DEBARMENT LETTER

As a potential vendor for the contract described in the IFB, the Town requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name: _____

Company: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Signature: _____

Date: _____

CERTIFICATE AS TO CORPORATE BIDDER

I, _____, certify that I am the _____ of the Corporation named as Bidder in the within the Bid Form: that _____ who signed said Bid Form on behalf of the Bidder was then _____ of said Corporation, that I know his signature and that his signature thereto is genuine and that said Bid Form was duly signed, sealed and executed for and in behalf of said Corporation by authority of its governing body.

(Corporate Seal)

Signature: _____

Title: _____

Date: _____

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE ORDER 481 - CONTRACTOR CERTIFICATION
PROHIBITING THE USE OF UNDOCUMENTED WORKERS ON STATE
CONTRACTS

CONTRACTOR LEGAL NAME: _____

INSTRUCTIONS: Executive Order 481 applies to all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established. As it is the policy of the Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts, all contracts entered into after February 23, 2007 require that contractors, as a condition of receiving Commonwealth funds under any Executive Branch contract, make the following certification.

CONTRACTOR CERTIFICATION: As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

Date: _____

Contractor Authorizing Signature: _____

Print Name: _____

Title: _____

Telephone: _____

Email: _____

The Contractor is required to sign this Certification only once and may provide a copy of the signed Certification for any contract executed with an Executive Branch Department. A copy of this signed Certification must be attached to the "record copy" of all contracts with this Contractor that are filed with the contracting Department.

QUALIFICATION FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add an additional sheet. This information will be utilized by the Conservation Commission for purposes of determining Bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. Firm Name: _____

2. When organized: _____

3. Date and State of incorporation (if incorporated): _____

4. All contracts currently on hand, including contract amount and anticipated date of completion:

5. Do you have at least five (5) years demonstrated experience performing similar services for municipalities or school districts? _____ Yes _____ No

6. Do you possess adequate labor, equipment, engineering, and management capabilities to effectively service this contract over the anticipated term, including all renewal options?

_____ Yes _____ No

7. Have you or your firm ever been terminated on an awarded contract or have you ever otherwise failed to complete any work awarded? _____ Yes _____ No

If "yes", describe the circumstances (attach an additional sheet if necessary):

REFERENCE FORM

Provide information for three (3) clients for whom you have provided similar services within the last five (5) years and describe those projects. You may attach additional information (for example, photographs, letters of recommendation, etc.) if desired.

1) Client: _____

Contact Name: _____

Phone: _____

Email: _____

Contract Term (e.g. 2016-2021): _____ Total Value: \$ _____

Description of project: _____

2) Client: _____

Contact Name: _____

Phone: _____

Email: _____

Contract Term (e.g. 2016-2021): _____ Total Value: \$ _____

Description of project: _____

3) Client: _____

Contact Name: _____

Phone: _____

Email: _____

Contract Term (e.g. 2016-2021): _____ Total Value: \$ _____

Description of project: _____

SECTION III: GENERAL TERMS AND CONDITIONS

ARTICLE 1 - DEFINITION OF TERMS

Wherever in these specifications or other contractual documents the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

ALTERATION Change in the form or character of any of the work done or to be done.

A.S.T.M. The American Society For Testing Materials.

BIDDER Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

COMMISSION The Shutesbury Conservation Commission.

CONTRACT The Written agreement executed between the Town and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor, and materials, and the basis of payment. The Contract includes the Invitation to Bid, Instructions for Bidders, Proposal, Contract Agreement, General Conditions, Bidder's Qualification Forms, Wage Rates, Specifications, Special Provisions, Performance Bonds, General and Detailed plans, any extra work orders and agreements that are required to complete the Construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

EXTRA WORK Work which:

- a. was not originally anticipated and/or contained in the contract; and therefore
- b. is determined by the Commission to be necessary for the completion of the project; and
- c. bears a reasonable subsidiary relation to the full execution of the work originally described in the contract.

LAYOUT See Right-of-Way.

LOCATION See Right-of-Way.

MATERIAL Any substance proposed to be used in connection with the construction of any integral part and/or any appurtenant part and/or any incidental part of the proposed project.

OWNER The Town of Shutesbury, Massachusetts, acting by and through its Town Administrator.

PLANS The contract drawings, Town Standards, Detail sheets, or exact reproductions thereof, which show the location, character, dimension and details of the work including any alterations thereof permissible under the contract and authorized by duly approved written orders.

PREMISES Town property and anything left on it.

PROJECT AREA The South Brook Conservation Area and Lake Wyola Town Beach area, being respectively Parcels E-3 and B-800 in the Town of Shutesbury, Massachusetts.

PROPOSAL The written offer of the Bidder submitted in approved form to perform the work contemplated.

REFERENCE Where reference is made in the Contractual documents, Publications and Standards issued by associations or Societies, the intent shall be to specify the current edition of such Publications or Standards (including tentative revisions) in effect on the date of the contract advertisement, notwithstanding any reference to a particular date.

RIGHT-OF-WAY That area which has been laid out or acquired for the purposes of the proposed contractual project.

SHALL “*Shall*” is mandatory; “*may*” is permissive.

SPECIAL PROVISIONS The special directions, provisions and requirements prepared to cover proposed work not satisfactorily provided for by the specifications. These special provisions shall be included within the general term “*Specifications*” and shall be made a part of the contract with the express purpose that they shall prevail over all other specifications.

SPECIFICATION The directions, provisions and requirements contained herein, together with all written agreements made or to be made pertaining to the method and manner of performing the work, or the quantities and quantities of materials to be furnished under the contract.

THE WORDS “*As directed*”, “*as permitted*”, “*as required*” or words of like effect shall mean that the direction, permission, or requirement of the Commission is intended, and similarly the words “*approved*”, “*acceptable*”, “*satisfactory*”, or words of like import shall mean approved by or acceptable or satisfactory to the Commission, unless otherwise provided herein. The words “*necessary*”, “*suitable*”, “*equal*” or words of like import shall mean necessary, suitable or equal in the opinion of the Commission.

TOWN The Town of Shutesbury, Massachusetts.

WORK All performance, including the furnishing of materials, labor, tools, equipment and incidentals, required of the Contractor under the terms of the contract. The words "*complete in place*" shall mean the inclusion of all work, including incidentals, mentioned or implied in the Specifications and on the plans, or work that may reasonably be inferred as necessary to the proper execution of the item, unless payment for any portion of the work is otherwise specifically provided for.

ARTICLE 2 - INSPECTION AND TESTING

The Commission and its agents will keep close watch over the progress of the work. They shall have access to the work, and be allowed to inspect it.

The Commission and its agents reserve the right to inspect or check any of the work, and the Contractor shall not claim added compensation for any delay occasioned by the Commission exercising this right, nor for any corrective work which the Commission orders as the result of the Contractor's errors.

All materials and equipment used in the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service directly, and not as part of the contract, unless otherwise expressly provided for in the General Conditions or in the Special Provisions.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish for uses intended.

ARTICLE 3 - PROTECTION OF ABUTTING PROPERTIES

The Contractor shall be responsible for protecting their own work and all nearby abutting properties from damage resulting from their performance of the contact. They shall pay particular attention to trees, shrubs, lawns, steps, walks, etc. abutting the work and shall save them from damage and harm. If, through negligence or carelessness, the Contractor damages such trees, shrubs, etc., an amount equal to the damage done shall be deducted from their payment. Such reduction shall be determined by the Commission and shall be final and binding. The Contractor is responsible to see that their equipment, tools, materials, and workers shall not be placed on or allowed to overrun onto abutting private properties.

ARTICLE 4 - PERMITS

Unless specifically excluded from the contract documents, the Contractor shall obtain all required permits, licenses, certificates, and inspections, both permanent and temporary, and shall make all necessary arrangements with Utility Companies to properly prosecute the work, and shall send all notices to Utilities as are required by the General Laws of Massachusetts.

ARTICLE 5 - CHANGES IN THE WORK

The Commission, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work and the contract sum shall be adjusted accordingly. All such work shall be executed under conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instruction, the Commission shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purposes of the work, but otherwise no extra work or change shall be made unless in pursuance of written order signed by the Chair of the Commission and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 6 - CORRECTION OF WORK AFTER FINAL PAYMENTS

Neither the final certificate, nor payments, nor any provision in the contract shall relieve the Contractor of responsibility for faulty materials or workmanship, any defects, omissions or mistake of the Contractor or their employees, and they shall remedy any defects due thereto, and pay for any damage to any work resulting therefrom, which shall appear within a period of one (1) year from the date of successful completion.

ARTICLE 7 - MATERIAL HANDLING, STORAGE, AND CLEANUP

The Contractor shall, at their own expense, handle and haul all materials furnished by them and shall remove any of their surplus materials at the completion of the work. The Contractor shall provide suitable and adequate storage for equipment and materials furnished by them that are liable to injury and shall be responsible for any loss of or damage to any equipment or materials by theft, breakage, or otherwise. The Contractor shall be responsible for all damage to the work under construction during its progress and until final completion and acceptance even though partial payments have been made under the Contract.

The Contractor expressly undertakes at their own expense:

- a. to take every precaution against injuries to persons or damage to property;

- b. to store their apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- c. to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- d. to clean up frequently all refuse, rubbish, scrap materials, and debris caused by their operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- e. before final payment to remove all surplus material, falsework, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from their operations, and to put the site in a neat, orderly condition; and
- f. to effect all cutting, fitting or patching of their work required to make the same to conform to the plans and specifications and, except with the consent of the Commission, not to cut or otherwise alter the work of any other Contractor.

The Contractor shall at all times keep the adjacent properties free from an accumulation of waste material or rubbish caused by their employees or work, and at the completion of the work they shall remove all rubbish, tools, equipment, and materials from the adjacent properties and highways and shall leave their work "Broom Clean".

ARTICLE 8 - RESIDENT ENGINEER

The Contractor shall designate an employee to act as resident engineer at the site of the work and shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

ARTICLE 9 - COMPETENCY OF BIDDER

The contract will be awarded only to a responsible qualified Bidder who is capable of performing and is experienced at the type of work entailed. Only reputable established companies will be accepted as responsible Bidders. The low Bidder will be required to show proof that he has sufficient equipment, equipment operators and a sufficient number of qualified and experienced employees to properly and efficiently accomplish the proposed work. He may also be required to furnish proof of his financial ability to start, operate and complete the work.

ARTICLE 10 - POLICE EMPLOYED

The use of police officers must be approved by the Commission. The Town will provide police

officers only when said use is specifically approved by the Commission. Payment of police details will be paid directly by the Contractor to the Police Department.

ARTICLE 11 - SURVEY INFORMATION

The Contractor will furnish basic information pertaining to layouts, benchmarks, etc. sufficient for controlling the location and grades of the work. The Contractor shall, at his own expense, furnish all necessary equipment, personnel, materials, etc. and shall lay out the work in detail, as required. The Contractor shall be responsible for the accuracy of all lines and grades relative to the project. The Contractor shall be responsible for the correct location and elevation of all components of the project as shown on the Contract Drawings.

ARTICLE 12 - AUTHORITY AND DUTIES OF COMMISSION'S DESIGNEES

The Commission may appoint such designees and representatives as it deems necessary and they shall be authorized to inspect work and materials, to give directions pertaining to the work or the safety and convenience of the public, to approve or reject materials and workmanship, to make measurements of quantities and to perform such other duties as may be designated by the Commission.

In case of any dispute arising between the Contractor and the Commission's designees as to materials furnished or the manner of performing the work, the Commission's designees shall have the authority to reject the materials or to suspend the work until the question at issue can be referred to and decided by the Commission.

The Commission's designees are not authorized to revoke, alter, enlarge, relax, or release any requirements of the contract and specifications, nor to issue any instructions contrary to the plans and specifications. They shall in no case act as foreman for or perform other duties for the Contractor.

ARTICLE 13 - SUBLetting OR ASSIGNMENT OF CONTRACT

The Contractor shall give their personal attention constantly to the faithful execution of the work, shall keep the same under their personal control, and shall not assign by power of attorney or otherwise or sublet the work or any part thereof without the previous written consent of the Commission and shall not either legally or equitably assign any of the moneys payable under their agreement, or their claim thereto, unless by and with the written consent of the Commission. They shall be responsible for the acts and omissions of their subcontractors, if any, and of all persons directly or indirectly employed by them in connection with the work.

The Contractor shall notify the Commission, as soon as practicable after the execution of the contract, the name and address of each subcontractor, their duties, and such other information the Commission may require in order to ascertain whether the subcontractor is reliable and able to perform the work.

The Commission will make a periodic pay estimate for the Contractor only, regardless of the fact that the Contractor employs one or more subcontractors. It shall be the Contractor's responsibility to determine the amount of work that is payable to their subcontractors and the Town frees itself of all such responsibility.

ARTICLE 14 - TEMPORARY SUSPENSION OF WORK

The Commission shall have the authority to suspend the work wholly or any part thereof, for such period as it may deem necessary, because of unsuitable weather conditions, for the safety and convenience of the public, or for such other causes as are considered unfavorable for the satisfactory completion of the work, or for such time as it may deem necessary due to the failure of the Contractor to carry out orders given or to perform any provision of the contract. The work shall be resumed when conditions so warrant or deficiencies have been corrected and the conditions of the contract satisfied as ordered or approved by the Commission.

ARTICLE 15 - MEASUREMENT OF QUANTITIES

The quantities of the various items of work performed shall be determined by the Commission. Upon the completion of the work and before final payment is made the Commission will make final measurements to determine the quantities of the various items of work performed, as the basis for final settlement. All measurements shall be made according to the United States Standard units of measurement.

ARTICLE 16 - WORK WEEK

The Contractor will accomplish work of this contract beginning no earlier than the hour of 7:00 A.M. and ending no later than 6:00 P.M, Mondays through Saturdays (but specifically excluding designated Town Holidays and Sundays). Work may be accomplished at other hours and on Sundays with mutual agreement between the Commission and the Contractor.

ARTICLE 17 - ESTIMATES AND PAYMENTS

Estimates upon work done, which is of such a nature or so situated as to be for any reason still in danger of injury or failure, may be withheld until the next estimate after the work is in a satisfactory condition. In preparing estimates the material delivered on the site may be taken into

consideration.

Payments for units of construction will not be made until the whole process of construction as described herein has been completed.

ARTICLE 18 - PROTECTION OF UTILITIES

The Contractor shall exercise extreme care during any excavation or other work so that utilities, underground or overhead, shall not be damaged. Utilities shall include wires, pipes, poles, manholes, catch basins, conduits and allied items. When any utility is clearly shown on the plan or clearly identified in the field, the Contractor shall assume full responsibility for the damages and shall pay for or repair all damages thereto however made to the satisfaction of the agency having jurisdiction.

ARTICLE 19 - CONSTRUCTION MACHINERY

Construction machinery used shall be of such kind and used in such a manner and in such locations as not to unnecessarily injure road or trail surfaces, fences, poles, trees, shrubs and other substantive vegetation, wetlands, buildings, walks, pipes, conduits, cables, wires, catch basins, manholes, etc.

The Contractor shall use a small type construction machinery where the physical aspects of the site do not provide sufficient room for maneuvering a larger machine in a normal manner without damage to abutting properties.

ARTICLE 20 - DAMAGE SUITS AND CLAIMS

The Contractor shall compensate the Owner for all damages to its property of any nature arising out of the Contractor's work; and the Contractor shall indemnify, defend, and hold harmless the Owner and the Engineer, including all town officials, officers, their employees, agents and anyone acting for them against all suits, claims, or liability of every name and nature and from all claims for things which the Contractor is required to furnish under this contract and for or on account of any injuries to persons or damage to property or nuisances or trespasses, and specifically including death and consequential damages, arising out of or in consequence of the acts of the Contractor in the performance of the work covered by the Contract or failure to comply with the terms and conditions of the Contract, whether by the Contractor or their agents, employees, or subcontractors, and whether or not such claims, demands, suits, or proceedings are just, unjust, groundless, false, or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings. This section

shall apply to "Extra Work" and all other operations by the Contractor in connection with this Contract.

ARTICLE 21 - WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the Commission shall direct, the Contractor will, and will cause their Subcontractors to, protect carefully their work and materials against damage or injury from the weather. If, in the opinion of the Commission, any work or materials have been damaged or injured by reason of failure on the part of the Contractor or their Subcontractors to protect their work, such materials shall be removed and replaced at the expense of the Contractor.

ARTICLE 22 - REJECTED MATERIALS AND DEFECTIVE WORK

Materials furnished by the Contractor and condemned by the Commission as unsuitable or not in conformity with the specifications shall be forthwith removed from the work by the Contractor, and shall not be made use of elsewhere in the work. Any errors, defects, or omissions in the execution of the work or in the materials furnished by the Contractor, even though they may have been passed or overlooked or have appeared after the completion of the work, discovered at any time before the final payment is made hereunder, shall be forthwith rectified and made good by and at the expense of the Contractor and in a manner satisfactory to the Engineer. The Contractor shall reimburse the Owner for any expense, losses or damages incurred in consequence of any defect, error, omission or act of the Contractor or their employees, as determined by the Commission, occurring previous to the final payment.

ARTICLE 23 - SANITARY REGULATIONS

Sanitary conveniences for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers in such manner and at such locations as may be approved. The contents shall be removed and disposed of in a satisfactory manner as the occasion requires. The Contractor shall rigorously prohibit nuisances within, on or about the work. Any employees found violating these provisions shall be discharged and not again employed on the work without the written consent of the Commission. The sanitary conveniences specified above shall be the obligation and responsibility of the Contractor.

ARTICLE 24 - MAINTENANCE OF DRAINAGE FACILITIES

All existing drainage facilities including, but not limited to, brooks, streams, canals, channels, ditches, culverts, catch basins, and drainage piping shall be adequately safeguarded so as not to impede drainage in any manner whatsoever. The Contractor will ensure that no obstruction to,

siltation of, or discharge of wastewater into existing drainage facilities occurs. If the Contractor damages or impairs through circumstances beyond their control any of the aforesaid drainage facilities, they shall repair the same within the same day.

ARTICLE 25 - IMPLICATION OF THE WORDS “APPROVED EQUAL” OR “APPROVED SUBSTITUTE”

The use of the words “Approved Equal” or “Approved Substitute” following the name of any manufacturer, vendor, or proprietary product shall be understood to mean that articles or materials may be substituted which, in the opinion of the Commission, are equal in quality, durability, appearance, strength, design, and performance to the articles or materials named or described and will perform adequately in providing a first-class facility. If articles or materials are accepted as equal to those on which dimensions on the drawings are based, any dimensional variance from those shown and/or specified shall be shown on the shop drawings prepared by the Contractor, illustrating the manner in which conformity to dimensions and design is to be obtained. All such drawings shall be subject to the approval of the Commission and the installation of the article shall not proceed without first obtaining said approval.

ARTICLE 26 - WATER FOR CONSTRUCTION PURPOSES

In locations where water is in sufficient supply, the Contractor may be allowed to use water for construction purposes. The express approval of the Commission shall be obtained before water is used. Waste of water by the Contractor shall be sufficient cause for withdrawing the privilege of unrestricted use.

ARTICLE 27 - PROTECTION OF LIVES AND HEALTH

In order to protect the lives and health of their employees under this contract, the Contractor shall comply with the United States Department of Labor Occupational Safety and Health Act and all amendments thereto, all State regulations, and pertinent provisions of the “Manual of Accident Prevention in Construction” issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of their plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

ARTICLE 28 - SUSPENSION OF WORK

Should the Commission be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Commission, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Commission may determine will compensate for time lost by such delay with such determination to set forth in writing.

ARTICLE 29 - CONDITIONS FOUND DIFFERENT

Should the Contractor encounter conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, they shall immediately give notice to the Commission of such conditions before they are disturbed. The Commission will thereupon promptly investigate the conditions, and if it finds that they materially differ from those shown on the Plans or indicated in the Specifications, it will at once make such changes in the Plans and/or specifications as it may find necessary.

ARTICLE 30 - EXTENSION OF TIME

When extra work is ordered at any time during the progress of the work which requires in the opinion of the Engineer an unavoidable increase of time for the completion of the contract, a corresponding extension of the time of completion will be allowed, subject to prior approval of the Commission.

ARTICLE 31 - ABANDONMENT OF WORK

If the work to be done under this contract shall be abandoned, or if this contract or any part thereof shall be abandoned, or if this contract or any part thereof shall be sublet without the previous written consent of the Commission, or if the contract or any claim thereunder shall be assigned by the Contract otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this contract, the Commission may notify the Contractor by a written order with a copy mailed to the home office of the Surety to discontinue all work, or any part thereof; and thereupon the Contractor shall discontinue such work or such part thereof as the Commission may designate, and the Commission may thereupon, by contract or otherwise, as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or part thereof to the Contractor; and for such completion the Commission for itself or its contractors may take possession of and use or cause to be used in the completion of the work or part thereof, any of such materials, equipment, machinery, implements, and tools of every description as may be

found at the location of said work. The right is reserved to the Commission, at all times, to call upon Contractor's Surety to complete such work.

All expenses charged under this article shall be deducted and paid by the Commission out of any moneys then due or to become due the Contractor under this contract, or any part thereof; and in such accounting the Commission shall not be held to obtain the lowest figures for the work of completing the contract or any part thereof or for insuring its proper completion but all sums actually paid therefor shall be charged to the Contractor, In case the expenses so charged are less than the sum which would have been payable under this contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case such expenses shall exceed the said sum, the Contractor shall pay the amount of the excess to the Commission.

ARTICLE 32 - ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Town of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Town and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or their Sureties from any obligations under this contract or the Performance and Payment Bond.

The Final Estimate shall be certified by the Engineer as to its conformity with all provisions of the contract, and shall be certified by the Contractor to the effect that all just and lawful bills against the Contractor for labor, materials, and expendable equipment covered by the estimate have been paid in full, and that the amount stated as due the Contractor for payment is full compensation for all work done under the terms of the contract, including change and Extra Work Orders and for all damages, losses, and expense incurred by the Contractor in doing the work, and that the Contractor waives all rights to claim or receive any further compensation in addition to that provided in the Final Estimate.

ARTICLE 33 - RETAIN FOR REPAIRS

The Commission may, after the final completion of the work, retain out of the moneys due the Contractor under this contract such sum of money as may, in the judgment of the Engineer, be required to cover the cost of any repairs as set forth above, and may expend the same in the manner provided therefore in making such repairs. It is agreed, however, that the Commission may apply the sum so retained to payment of other claims arising and made payable by the Contractor under the provisions of the Contract but remaining unsatisfied.

ARTICLE 34 - CLAIMS FOR EXTRA COST

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Engineer approved by the Commission, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. The Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the Commission, give the Commission access to amounts relating thereto.

ARTICLE 35 - SEPARATE CONTRACT

The Contractor shall coordinate their operations with those of other Contractors. Cooperation may be required in the arrangement for storage of materials and in the detailed execution of the work. The Contractor, including their subcontractors, shall keep the Commission informed of the progress and the detail work of other Contractors and shall notify the Commission immediately of lack of progress or defective workmanship on the part of other Contractors. The Provisions of this Agreement shall be included in Contractor's contracts with Subcontractors.

ARTICLE 36 - CONFLICTING CONDITIONS

Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

ARTICLE 37 - DISCREPANCIES, ERRORS AND OMISSIONS

The plans and specifications are intended to be explanatory of the work to be done and of each other, but should any discrepancies or errors appear or any omissions be made, they shall be called to the attention of the Engineer, subject to their corrections and interpretation, thereby defining and fulfilling the intent of this contract.

ARTICLE 38 - DISTURBANCE TO PROPERTY MARKERS AND BOUNDS

Any property markers or street bounds shall not be removed or disturbed. If it becomes necessary to remove and reset any property markers or street bounds then the contractor shall hire a Registered Professional Land Surveyor to perform this work. It shall be the responsibility of this Land Surveyor to submit to the Commission a statement in writing and a plan containing their stamp and signature showing that said work has been performed.

SECTION IV: SCOPE OF WORK

1 Location of Work

A. Parcels

- a. The project area is within the South Brook Conservation Area and the Lake Wyola Town Beach area, being respectively Parcels E-3 (Deed Book 3620, Page 0102) and B-800 (Deed Book 1186, Page 0077) in the Town of Shutesbury, Massachusetts, comprising 96.97 acres. See Appendix A for parcel maps and Appendix B for existing trails map (included in the FY25 CPA Grant application).
- b. Both parcels are owned and managed by the Town of Shutesbury Conservation Commission, which retains final authority over any alterations, improvements, or uses on said parcels.

B. Access

- a. The project areas may be accessed by means of Randall Road, Locks Pond Road, and Wendell Road in the Town of Shutesbury, Massachusetts.
- b. All Contractor vehicles, equipment, materials, and work activities must be located in such a way as not to interfere with traffic on the public ways indicated in 1.B.a and to minimize as much as possible any impact on public access to the South Brook Conservation Area, Lake Wyola Town Beach, or the public boat ramp on Randall Road.

2 Work Included

A. Objectives

- a. **General Objectives.** The trail improvements are to follow the general objectives and goals outlined in the 2021 Assessment and the FY25 South Brook Trails Project Community Preservation Act Grant Application (see Appendix B), focusing on enhancing the primary values of safety and environmental stewardship. The project aims to repair and redress the deteriorated trail conditions and wetland crossings documented in the CPA Grant Application (Appendix B). By addressing these, the project seeks to enhance public safety and enjoyment while protecting the natural habitat of the Area, thus fostering a deeper connection between the Shutesbury community and its cherished outdoor spaces.

- b. **Safety Enhancements and Improved Access.** The project will repair and reroute existing trails (see map in Appendix B) to prevent erosion and mitigate hazards, such as failed and failing wetland crossings. This includes the installation of proper blazing to guide users safely through the area.
 - i. **Improved Safety and Navigation.** By adding more blazes to existing trails, the goal is to make it easier for hikers to navigate the Conservation Area. Clear markers will guide users along the trails, reducing confusion and enhancing the overall hiking experience.
 - ii. **Expanded Trail Network.** The blazing of additional trails will create a more extensive and connected trail system, allowing for greater exploration and use of the property.
 - iii. **Safety and Accessibility.** Replacing failing wetland crossings will address an existing safety hazard. The improved trail system will help ensure that hikers can follow designated paths, especially in areas where user-made trails may be unclear or difficult to follow. This enhances the safety of trail users and ensures that the trails are accessible to a wider range of hikers. The improved trail system will feature design elements that ensure accessibility for residents with mobility limitations, such as smoother, wider pathways, ADA-compliant signage, and benches for rest.
- c. **Wetland Protection.** Protection of sensitive wetland habitats will be prioritized by rerouting trails away from vulnerable zones and implementing appropriate boardwalks in particularly sensitive areas. This will minimize foot traffic impact and preserve the ecological integrity of these habitats while allowing for continued public access.
 - i. **Balanced Trail Use.** By marking more trails, the goal is to distribute hiker traffic more evenly across the Conservation Area. This will prevent overuse or wear on any single trail or area, promoting sustainability and reducing environmental impact.
 - ii. **Preserving Sensitive Areas.** The recommendation in the 2021 Assessment not to blaze certain trails in the Lake Wyola Conservation Area (southern parcel) acknowledges the need to avoid encouraging use of low-quality or difficult-to-follow trails. This approach helps preserve these areas from overuse or potential environmental degradation, maintaining

their natural state. Furthermore, installation of additional wetland crossings will protect these sensitive areas and important habitat areas.

B. Nature of Work

a. **Project Overview.** The Project will enhance public access, safety, and environmental sustainability of the South Brook Conservation Area trail system and portions of the adjacent Lake Wyola Conservation Area. Work includes trail rerouting, wetland protection, drainage improvements, erosion control, and structural upgrades, all consistent with Massachusetts Department of Conservation and Recreation (DCR) Trail Standards and best management practices for natural resource protection. The project will be completed in two phases, both of which are to be included in the Bid:

1. **Design Phase** – through May 1, 2026
2. **Build Phase** – completion by December 1, 2026

b. **Design Phase.**

1. **Objective.** To develop a comprehensive preliminary trail improvement design that aligns with Massachusetts DCR trail standards and protects sensitive environmental resources.

2. **Tasks.** The Contractor shall:

i. Conduct a field assessment of existing trail conditions, including current alignments, drainage issues, erosion sites, and infrastructure needs.

ii. Develop a preliminary trail design plan showing:

- proposed reroutes and improved trail alignments;
- locations and specifications for bridges, bog bridges, and drainage structures;
- recommended materials and construction methods; and
- areas requiring wetland delineation or special permitting.

iii. Coordinate with the Shutesbury Conservation Commission to review the preliminary design and incorporate feedback.

iv. Submit the preliminary design package (maps, narratives, and feature details) to the Commission by May 1, 2026 for formal review and approval.

- v. **Support wetland delineation efforts** (by others or as specified in the contract) to ensure all construction complies with the Massachusetts Wetlands Protection Act.
3. **Approval.** Upon the Conservation Commission's approval of the final design and completion of wetland delineations, the project will proceed to the Build Phase.

c. **Build Phase**

1. **Objective.** To implement approved trail improvements in accordance with the final design plan, DCR standards, and Conservation Commission conditions.
2. **Tasks.** The Contractor shall perform the following work, subject to site and environmental constraints:
 - i. **Trail Layout and Blazing.** Provide trail blaze markers, following standard blaze color and spacing guidelines.
 - ii. **Trail Reroutes.**
 1. Construct a hiking-accessible reroute to replace the former woods road section, following the alignment approved in the design phase.
 2. Implement three (3) minor upland reroutes to improve drainage, sustainability, and user experience.
 - iii. **Trail Structures.**
 1. Install up to nine (9) 10-foot bog bridges and two (2) 6-foot bog bridges in wet or seasonally saturated areas.
 2. Construct up to four (4) stream-crossing features, such as small bridges or stepstones.
 3. Replace up to two (2) existing bridges within the Lake Wyola Conservation Area parcel with new, safe, and durable structures.
 - iv. **Drainage, Erosion Control, and Site Stabilization.**
 1. Excavate up to two (2) new trail drains to shed water from the trail.

2. Install proper erosion controls prior to and during construction to prevent sedimentation or disturbance to adjacent wetlands and waterways.
3. Stabilize steep slopes using gravel, rock steps, or other approved methods to minimize erosion.
4. Remove all temporary erosion control materials following site stabilization.

v. Site Restoration and Aesthetics.

1. Restore all disturbed areas using native seed or natural materials to promote revegetation.
2. Flag and protect the vernal pool area during construction; coordinate with ConCom for potential vernal pool certification.

d. Deliverables Summary

<u>Deliverable</u>	<u>Responsible Party</u>	<u>Due Date</u>
Preliminary Design Package (maps, narrative, materials list)	Contractor	May 1, 2026
Conservation Commission Design Review	Commission	May 2026
Final Design Approval and Wetland Delineation	Commission and Contractor	Summer 2026
Construction (Build Phase)	Contractor	May–December 2026
Project Completion and Final Report	Contractor	December 1, 2026

e. Reporting and Coordination

1. Contractor shall maintain ongoing coordination with the Shutesbury Conservation Commission throughout both phases.

2. A completion report shall be submitted at the conclusion of construction summarizing:

- Work completed and materials used;
- Final as-built map of trail system and structures; and
- Erosion control methods used and confirmation of site stabilization.

3 Materials and Equipment

A. Protection of Sensitive Habitats and Wetland Resources

a. The Contractor shall conduct all work using equipment, materials, and methods that safeguard sensitive habitats and minimize disturbance to wetland resources. Low-impact equipment (such as walk-behind machinery, timber mats, or other light-footprint solutions) shall be employed where appropriate to avoid soil compaction, rutting, or vegetation damage.

4 Use of Facilities

A. Conflicts of Use

a. The Commission will coordinate construction operations with Contractor to minimize conflicts of use of other facilities in the project area during work.

5 Work Plan

A. Schedule

a. A detailed schedule of operations shall be furnished by the Contractor for approval by the Engineer prior to the start of any work.

B. Changes

a. Changes to the approved schedule of operations must be furnished to the Engineer and shall include justification for said changes.

b. Unjustified or excessive changes to the schedule of operations shall be, at the discretion of the Commission, grounds for revocation of the contract.

6 Site Conditions

A. Safety

- a. The Contractor must employ at all times during the progress of his work adequate safety precautions to prevent injuries to persons or damage to property. The Contractor shall immediately, upon direction by the Engineer provide adequate material, equipment and labor to correct any and all areas deemed unsafe by the Engineer.

B. Clean-Up

- a. The Contractor shall frequently clean up all refuse, rubbish, scrap material, and debris caused by their operations. The site of the work and the adjacent areas affected thereby shall at all times present a neat, orderly, and workmanlike appearance and all rubbish, surplus materials, and unneeded construction equipment shall be removed and all damage repaired.
- b. The Contractor should be familiar with sections of the specifications in Section III as they pertain to this section.
- c. Upon written notification by the Engineer, the Contractor shall within 24 hours clean up those areas, which in the Engineer's opinion are in violation of this section and the relevant sections of the specifications in Section III.
- d. Where material or debris has washed or flowed into or has been placed in existing watercourses, ditches, gutters, drains, pipes, structures, such material or debris shall be entirely removed and satisfactorily disposed of during progress of the work, and the ditches, channels, drains, pipes, structures, and work shall, upon completion of the work, be left in a clean and neat condition.
- e. On or before completion of the work, the Contractor shall, unless otherwise specifically directed or permitted in writing by the Commission, tear down and remove all temporary buildings and structures.
- f. On or before completion of the work, the Contractor shall, unless otherwise specifically directed or permitted in writing by the Commission, remove all erosion and sedimentation control devices and restore the area to pre-construction conditions as approved and/or as directed by the Engineer.

- g. The cost of cleanup shall be apportioned against the appropriate items of the proposal. No separate payment for clean up shall be permitted under the performance of this contract.

7 Compensation

A. Payment

- a. All payments shall include full compensation for all labor, tools, equipment, materials, and all incidental work necessary to complete the requirements of the project under the terms of the contract and as shown on the Drawings, as directed by the Engineer, and as specified.

8 References

Trail design and construction shall conform to the Massachusetts Department of Conservation and Recreation (DCR) *Trail Guidelines and Best Practices Manual* (2012), as well as the U. S. *Forest Service Trail Construction and Maintenance Notebook* (2013) for structural features, or similar design standards specified in comparable, industry-recognized reference works determined to be acceptable by the Conservation Commission.

SECTION V: SAMPLE CONTRACT AGREEMENT

*****SAMPLE ONLY*****
*****Do not submit with bid.*****

Contract & General Conditions for “South Brook/Lake Wyola Conservation Area Trail Repair”

This Contract is entered into on, or as of, this _____ day of _____, 20____ by and between the Town of Shutesbury, a Massachusetts municipal corporation with a mailing address of 1 Cooleyville Road, Shutesbury, MA 01072, acting by and through its Town Administrator (the “Owner”), and _____, a _____, with a usual place of business at _____ (the “Contractor”).

1. This is a Contract for the procurement of the following: “South Brook/Lake Wyola Conservation Area Trail Repair” (the “Project”). The Contractor shall, pursuant to the terms of this Contract, provide all the supplies, materials and equipment, and perform all the labor, services and supervision necessary and proper to the performance of the Contract and to accomplish any and all work incidental thereto. All workmanship shall be first class and by persons qualified in their respective trades.
2. The contract price to be paid to the Contractor by the Owner is as outlined in unit prices specified on the Bid Form. The price to be paid to the Contractor by the Owner under this contract will not exceed seventy-two thousand, nine-hundred dollars and zero cents (\$72,900.00).
3. Payments

3.1. Payments made to Contractor shall be for furnishing all materials, supplies, labor, services, supervision, tools, and equipment and use thereof, providing there are no outstanding claims against the Contractor by the Owner. Upon receipt of an invoice detailing the work and the location, the Town shall pay the contractor for work actually performed and accepted by the Town at the appropriate rates as stated in the signed Bid Form.

3.2 Payment to the Contractor shall be made by the Owner in accordance with M.G.L. c. 30, § 39K.

3.3. The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such an extent as may be necessary in its opinion to protect the Owner from loss on account of:

1. Defective work not remedied;
2. Claims filed or reasonable evidence indicating probable filing of claims;
3. Failure of the Contractor to make payments properly to sub-contractors or for material or labor;
4. A reasonable doubt that the Contract can be completed for the balance then unpaid; or
5. Damage to another Contractor.

4. Definitions

4.1 Acceptance: All contracts require proper acceptance of the described goods or services by the Owner. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance of services by authorized representatives of the Owner to insure that the goods or services are complete and are as specified in the Contract.

4.2 Contract Documents: All documents relative to the Contract, including (where used) the Invitation for Bids; Bid Forms; Contract and General Conditions; General Terms; and Conditions; Construction Forms including Bond Forms, Form for Subcontract, Certificate of Vote and Statement of Tax Compliance; Special Conditions; Notice of Intent to Award Contract; Notice to Proceed; Change Orders; Proposal Forms, Specifications, and all Addenda issued during the Quoting period. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract. In the event of any conflict between any provision or language of the Contract and any provision or language of the Contract Documents, the provision or language of the Contract shall control.

4.3 The Contractor: The “other party” to any Contract with the Owner. This term shall (as the sense of a particular Contract so requires) include Vendor, Contractor, Engineer or other label used to identify the other party in the particular Contract. Use of the term “Contractor” shall be understood to refer to any other such label used.

4.4 Substantial Completion: The term “substantial completion” as used in the Contract shall mean the point at which the work is at a level of completion in strict compliance with this Contract such that the Owner or its designee can enjoy beneficial use and can

use or operate it in all respects, for its intended purpose. Partial use shall not result in the work being deemed substantially complete.

4.5 Services: Shall mean the furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

4.6 Subcontractor: Those having a direct contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.

4.7 Work: The construction and services required by the Contract Documents, whether completed or partially completed, including all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

5. Term of Contract and Time for Performance

This Contract shall be substantially complete by the Contractor on or before **December 1, 2026**, unless extended pursuant to a provision for extension contained in the Contract Documents at the sole discretion of the Owner, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds. The time stated in the Contract Documents are of the essence of the Contract. By executing this Contract, the Contractor confirms that the contract time is a reasonable period of time for performing the work and achieving substantial completion.

6. Change Orders

All changes in the Work shall be in accordance with provisions of M.G.L. c. 30, § 39I.

7. Performance and Payment Bonds

The Contractor shall obtain and deposit with the Owner the following bond(s) in the amount of:

PERFORMANCE BOND: (\$_____)

PAYMENT BOND: (50% of the contract amount) (\$_____)

with sureties satisfactory to the Owner to (a) guarantee the faithful performance by the Contractor of all its obligations under this Contract and (b) constitute the security required by M.G.L. c. 149, § 29 and Chapter 30, § 39A, as amended, for payment by the Contractor of its subcontractors used or employed in connection with the Contract. Each bond shall incorporate by reference the terms of this Contract. The bonds shall be executed by a surety or sureties, acceptable to the Owner.

8. Employment

8.1 Competence: The Contractor shall employ workers competent to perform the work required by this Contract and if notified by the Owner in writing that any person engaged upon the work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, then such worker shall be discharged for the work.

8.2 Restriction on Hours: No laborer, worker, mechanic, foreman, or inspector working within the Commonwealth of Massachusetts in the employ of the Contractor, subcontractors or other persons doing or contracting to do the whole or part of the work contemplated by this Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day; or more than forty-eight (48) hours in one week, or more than six (6) days in any one week in full compliance with the provisions of M.G.L. c. 149, § 34, except in cases of emergency.

8.3 Weekly Wages: M.G.L. c. 149, § 148, requires the weekly payment of employees.

8.4 Workers Compensation: The Contractor shall, before commencing the work, provide by insurance for the payment of compensation and the furnishing of other benefits under M.G.L. c. 152 to all persons employed under the Contract, and it shall continue such insurance in force and effect during the term thereof. The Owner may require the Contractor to deliver Certificates of Insurance as sufficient proof of compliance with the foregoing. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the Contract and shall entitle the Owner to terminate the Contract without in any way being liable in damages therefor.

8.5 Register of Employees: The Contractor shall keep a true and accurate register of all mechanics, teamsters, chauffeurs, and laborers employed upon the work contemplated by this Contract showing the name, address and occupational classification of each such employee, the hours worked by and the wages paid to each such employee, and shall furnish the Massachusetts Department of Labor and Industries upon its request a true statement thereof.

8.6 Wage Rates (*M.G.L. c. 149, §26, et. seq.*): In conformity with the provisions of the laws of the Commonwealth of Massachusetts, the minimum wages paid to craftsmen, teamsters, mechanics, laborers, and apprentices shall not be less than those established by a schedule which has been prepared by the Department of Labor and Industries.

Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

8.7 “Right To Know” Law: If the Contractor uses or stores toxic or hazardous substances it is subject to M.G.L. c. 111F, §2, the “Right To Know” law, and regulations promulgated by the Department of Public Health, the Department of Environmental Protection and the Department of Labor and Industries; and must post a Workplace Notice obtainable from the Department of Labor and Industries.

8.8 Preference To Veterans and Citizens In Public Works: M.G.L. c. 149, §26 is incorporated by reference herein.

8.9 CORI Checks: No person shall be given access to the site without first passing a Criminal Offender Record Information (CORI) check. Contractor shall provide Owner with proof, satisfactory to Owner, that each employee, agent, contractor, subcontractor, and invitee (“Contractor Worker(s)”) that visits the site has passed a CORI check. The Contractor shall see to it that no Contractor Worker shall perform any Work at the site if the Owner has objected to such person being at the site based upon information contained in the CORI check. The Contractor shall not allow any Contractor Worker on the site until the Owner has reviewed such worker’s CORI check and has not objected within ten (10) days after the receipt of the CORI check to such worker being at the site on account of the CORI check, unless the Owner waives such requirement for advance review of a Contractor Worker’s CORI check prior to that worker entering the site (which waiver shall only be effective as to the Contractor Worker(s) that the Contractor requests the Owner to provide such waiver in each instance). Notwithstanding the foregoing, the Contractor shall remain liable for the conduct of its workers, employees, subcontractors, agents, and invitees on site.

9. Payment of Subcontractors

The Contractor shall make payment to subcontractors in accordance with M.G.L. c. 30, § 39F, which is Bid in this section below. For purposes of this Agreement, the word “forthwith” appearing in paragraph (1)(a) of the Bid provision shall be deemed to mean

“within five (5) business days.” The Contractor shall, at the Owner’s request, furnish satisfactory evidence that all such obligations have been paid, discharged, or waived.

10. The work under this contract shall be performed “As Required” by the Town, within the limits of this contract and the Invitation for Bids. THE QUANTITIES SPECIFIED IN THE BID FORMS ARE ESTIMATES OF REQUIREMENTS FOR USE IN COMPARING BIDS: THE TOWN OF SHUTESBURY DOES NOT GUARANTEE THESE QUANTITIES WILL ULTIMATELY BE REQUIRED.

11. Performance

11.1. Prosecution of Work; Responsibility for Employees and Agents: The Contractor shall give attention constantly to the faithful prosecution of the work and shall keep the same under its personal control. It shall be responsible for all the acts and omissions of its employees, subcontractors and of all persons directly or indirectly employed by it in connection with the prosecution of this work.

11.2. Inspection of Work: At all times relevant to the Contract, the Contractor shall permit the Owner to review or inspect the work without formality or other procedure. The Contractor shall provide sufficient and proper facilities at all times for the inspection of the work by the Owner.

11.3. Defective Work: The Contractor shall, after receiving written notice that certain work or construction is improper, unsafe or defective or that such construction in any way fails to conform to the Contract, forthwith remove such unsafe or defective construction and reconstruct the same in a manner remedying the construction after being so notified, the Owner may cause such defective work to be remedied or replaced and the Owner may deduct the cost thereof from any moneys due or to become due the Contractor.

11.4 Suspension of Work - Contractor’s Failure(s): The Owner shall have the authority to suspend the work wholly or any part thereof for such period as the Owner shall deem necessary due to failure of the Contractor to carry out orders given or to perform any provisions of the Contract. Upon receipt of written order from the Owner, the Contractor shall immediately suspend the work or such part thereof in accordance with the order. No work shall be resumed when conditions so warrant or deficiencies have been corrected and the condition of the Owner as ordered or approved in writing by the Owner. No allowance of any kind will be made for suspension of work by order of the Owner.

11.5 Suspension of Work - Act of Nature: Should the Contractor be obstructed or delayed in the prosecution of the work as a result of damage which may be caused by lightning, earthquake, rain, storm, or cyclone or similar act of nature, then the time fixed for completion may be extended for a period equivalent to the time lost by reason of any of the foregoing causes. No such extension shall be made unless a claim therefor is presented in writing to the Owner within forty-eight (48) hours of the occurrence of any such delay. The Contractor shall have no claim against the Owner for damages on account of such delay. The duration of the extension itself must be certified to the Owner.

11.6. Delay or Suspension of Work - All Other Circumstances: The Contractor agrees that it shall have no claim for damages of any kind on account of any delay in commencement of the work. Post commencement, the Contractor shall have no claim for damages of any kind on account of any delay or suspension of any portion of the work except as hereinafter provided. Adjustments, if any, in the contract price due to the suspension, delay, interruption or failure to act by the Owner shall be governed by the provisions of M.G.L. c. 30, §39O, which is incorporated by reference herein. Provided, further, that no adjustment shall be made if the performance of the Contractor would have been prevented by other causes, even if the work had not been so suspended, delayed or interrupted by the Owner. Provided, further, that a subcontractor shall have the same rights against the Contractor for payment for an increase in the cost of its performance as the provisions of this Article gives the Contractor against the Owner, but nothing herein shall in any way change, modify or alter any other rights which the Contractor and subcontractor may have against each other.

11.7. Differing Site Conditions (M.G.L. c. 30, § 39N): "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.”

11.8. Additional Work and Contractors: The Owner may award other contracts for additional work. The Contractor shall cooperate fully with other contractors and carefully fit its own work to that of other contracts as may be directed by the Owner. The Contractor shall not commit or permit any acts which will interfere with the performance of work by any other contractor.

11.9. Compliance With Laws: The Contractor shall keep itself fully informed of and comply with all existing and future federal, state and municipal laws and regulations and all orders and decrees of any governmental bodies or tribunals (hereinafter also referred to as “laws”) having jurisdiction in any manner which affect this Contract or construction, including but not limited to such laws affecting those engaged or employed in the work, the materials used in the work or in any way affecting the conduct of the work. If any clause in this Contract does not conform to such law, then such clause shall be void and the law operative shall be inserted in lieu thereof. If any discrepancy or inconsistency is discovered in the specifications, drawings, or contract documents in violation of the law, the Contractor shall forthwith report the same in writing to the Owner. The Contractor shall cause its employees, agents and subcontractors to also observe and comply with all such laws. It shall protect and indemnify the Owner and its officials, employees and duly appointed agents against any claim or liability arising from or based on any violation, whether by the Contractor or its officials, employees or subcontractors, of any such law.

11.10. Explosives: When the use of explosives is necessary for the prosecution of the work, the Contractor shall take the utmost care not to endanger life and property. Whenever directed, the number and size of the charges shall be reduced. All explosives shall be stored in a secure manner. All such storage places shall be marked clearly “DANGEROUS-EXPLOSIVES”, and shall be in the care of competent watchmen at all times. The method of storage and handling of explosives and highly inflammable materials shall conform with all State Laws and Regulations, as well as any local requirements.

11.11. Dig Safe Laws: The Contractor shall fully comply with the Dig Safe Laws.

12. Insurance

12.1. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the

Contractor's operations under the Contract, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

- A. Claims under Worker's Compensation, disability benefit and other similar employee benefit acts;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by usual personal injury liability coverage;
- C. Claims for damage because of bodily injury, sickness or disease, or death of any person other than its employees, and claims insured by usual personal injury liability coverage;
- D. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

12.2. The Insurance required by the above shall be written for not less than the following minimum limits of liability:

The obtaining of the insurance certificate(s) shall be a condition precedent to the effectuation of the contract. The premiums for this insurance coverage shall be paid for by the Contractor. The insurance shall remain in force during the full term of the contractual agreement and/or until all work is completed and accepted by the Town.

General Liability: At least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit.

Automobile Liability: At least \$1,000,000 Bodily Injury and Property Damage per accident.

Worker's Compensation: As required by law.

Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.

Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate.

12.3. The above insurance policies shall also be subject to the following requirements:

- A. Wherever applicable, including, but not limited to Contractor's Comprehensive General Liability Insurance, all insurance coverage shall be on an "occurrence basis" and not a "claims-made basis."

- B. Certificates of Insurance and copies of policies acceptable to the Owner shall be addressed to and filed with the Owner prior to commencement of the work. Renewal certificates shall be filed with the Owner at least thirty (30) days prior to the expiration date of required policies.
- C. No insurance coverage shall be subject to cancellation or non-renewal without at least thirty (30) days prior written notice forwarded by registered or certified mail to the Owner. The Owner shall also be notified of the attachment of any restrictive amendments, material changes or impairment to the policies.
- D. All premium costs shall be included in the Contractor's Bid. The Contractor shall be responsible for the cost of any and all deductibles.
- E. The Owner (including its officials, employees agents and representatives) shall be named as an additional insured on the Contractor's General Liability, Automobile Liability and Umbrella Liability insurance policies.

13. Other Statutory Requirements

- 13.1. Record Keeping and Management Controls: The Contractor shall comply with M.G.L. c. 30, §39R.
- 13.2. Non-Discrimination: The Contractor shall not discriminate on grounds of race, color, religious creed, national origin, age, sex, ancestry, handicap, sexual orientation, gender identity, and any other protected class under the law in employment practices, in the selection or retention of subcontractors, the procurement of material and rental of equipment, employment decisions or in any aspect of the performance of this Contract. The Contractor shall also comply with all applicable laws and regulations pertaining to non-discrimination. In all solicitations either by competitive bidding, Bids or negotiation made by the Contractor for work to be performed under a subcontract, each potential subcontractor shall be notified by the Contractor of the Contractor's obligations under this Contract relative to non-discrimination and it shall be a term of each contract with a subcontractor in connection with the performance of this work under this Agreement, that the subcontractor be bound to non-discrimination and equal opportunity requirements equivalent to the obligations of the Contractor hereunder.
- 13.3. Reserve Police Officer: In accordance with M.G.L. c. 149, § 34B, the Contractor shall pay to any reserve police officer employed by it the prevailing wage paid to regular police officers.

13.4. This Contract will be construed and governed by the provisions of applicable federal, state, and local laws and regulations and wherever any provision of this Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

13.5. Wherever applicable law mandates the inclusion of any term or provision into a municipal contract, this section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

13.6. The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the contract. If the Contractor performs the Contract in violation of any applicable laws or regulation, the Contractor shall bear all costs arising therefrom.

14. Subject to Appropriation

Notwithstanding anything in the Contract Documents to the contrary, any and all payments that the Owner is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Owner's Accountant.

15. The Contractor's Breach and the Owner's Remedies

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Owner shall have all the rights and remedies provided in the Contract and Contract Documents, including, but not limited to, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity, or other proceedings with respect to a breach of this Contract, including damages and specific performance, and the right to select among the remedies available to it by all of the above.

16. Claims by Contractor and Liability of Owner

16.1. All claims by the Contractor against the Owner shall, unless otherwise provided by law, be initiated by a written claim submitted to the Owner no later than seven (7) calendar days after the event or the first appearance of the circumstances causing the

claim. The claim shall set forth in detail all known facts and circumstances supporting the claim. The Contractor shall continue its performance under this Contract regardless of the submission or existence of any claims.

16.2. The liability of the Owner under this Agreement is limited to the compensation provided herein for work actually performed to the extent that such compensation is permitted by law. The Owner's liability shall in no event include liability for incidental, special or consequential damages or lost profits or for damages of loss from causes beyond the Owner's reasonable control.

17. Conflict of Interest

Both the Owner and the Contractor stipulate to the applicability of the State Conflict of Interest Law (M.G.L. c.268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the law's applicability to the performance of this Contract, and, by executing the Contract, the Contractor certifies to the Owner that neither it nor its agents, employees, or Subcontractors, are in violation of M.G.L. c.268A.

18. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor.

19. Indemnification

19.1. To the fullest extent permitted by law the Contractor shall indemnify and defend and save harmless the Owner and all of its officers, officials, agents and employees, against all suits, demands, claims, judgments, or liability of every name, nature, and description arising out of, relating to, or in consequence of the acts or omissions of the Contractor, or any subcontractor, in the performance of the work covered by the Contract or the failure to comply with the terms and conditions thereof; and the Contractor shall at its own cost and expense defend any and all such suits and actions.

19.2. The Contractor shall bear all losses resulting from the use or storage of explosives and highly inflammable materials and shall indemnify, defend and save harmless the Owner and all of its officers, officials, agents, and employees from all suits, demands, claims, liabilities or judgments for bodily injuries or death to any person and for property damage or destruction arising out of the use or storage of explosives and highly inflammable materials.

19.3. The Contractor further covenants to indemnify, defend and hold harmless the Owner, its officers, agents, and employees from and against each and every demand, claim, judgment or liability for or on account of the use of any patented invention, article, or appliance included in the materials and equipment agreed to be furnished, supplied or used under this Contract.

20. Guarantees

20.1. The Contractor guarantees and warrants to the Owner that all labor furnished under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the work will be of good quality, free from faults and defects and in strict conformance with this Contract. All work not conforming to these requirements may be considered defective.

20.2. If at any time any part of the work constructed under the terms of this Contract shall in the opinion of the Owner require repairing due to defective work or materials furnished by the Contractor, the Owner may notify the Contractor in writing to make the required repairs. If the Contractor shall neglect to start such repairs within ten (10) days of the date of giving it notice thereof and to complete the same to the satisfaction of the Owner with reasonable dispatch, then the latter may employ other persons to make such repairs. The Owner shall charge the expense thereof to the Contractor and may use any moneys still to pay for the same, and if such sum is insufficient, the Contractor shall be obligated to pay the balance thereof.

20.3. All guarantees and warranties required in the various sections of the Specifications which originate with a subcontractor or manufacturer must be delivered to the Owner before final payment to the Contractor may be made for the amount of that sub-trade or for the phase of work to which the guarantee or warranty relates. The failure to deliver a required guarantee or warranty shall be held to constitute a failure of the subcontractor to fully complete its work in accordance with the Contract Documents. The Contractor's obligation to correct work is in addition to, and not in substitution of, such guarantees or warranties as may be required in the various Sections of the Specifications.

21. Termination

21.1. If the Contractor shall be adjudged as bankrupt, or if it shall make a general assignment for the benefit of its creditors, or if a receiver of its property shall be appointed, or if the work to be done under the Contract shall be abandoned, or if the Contract or any part thereof shall be sublet without the previous written consent of the

Owner or if the Contract or any claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the Owner shall be of the opinion that the work, or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the Contract, the Owner may notify the Contractor to discontinue all work, or any part thereof; and thereupon the Contractor shall discontinue such work or such part thereof as the Owner may designate, as the Owner directs, and the Owner may thereupon, by contract or otherwise, as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or any part thereof to the Contractor. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional architectural, managerial, legal and administrative services, such excess shall be paid to the Contractor. If such expenses shall exceed such unpaid balances, the Contractor shall pay the difference to the Owner. The obligation for payment shall survive the termination of the Contract.

21.2. If the Owner shall certify by written notice to the Contractor that the rate of progress is not satisfactory, the Owner may, instead of notifying the Contractor to discontinue all of the work or any part thereof, notify it from time to time to increase the force, equipment and plant, or any of them, employed on the whole or any part of the work, stating the amount of increase required.

21.3. Unless the Contractor shall, within five (5) days after such notice, increase its force, equipment, and plant to the extent required therein, and maintain and employ the same from day to day until the completion of the work or such part thereof or until the conditions as to the rate of progress shall, in the opinion of the Owner, be fulfilled, the Owner may employ and direct the labors of such additional force, equipment and plant as may, in the opinion of the Owner, be necessary to insure the completion of the work or such part thereof within the time specified or at the earliest possible date thereafter, and charge the expense thereof to the Contractor. Neither the notice from the Owner to the Contractor to increase its force, equipment, or plant nor the employment of additional force, equipment or plant by the Owner shall be held to prevent a subsequent notice to the Contractor from the Owner to discontinue the work under the provisions of the preceding portion of this article.

21.4. All expenses charged under this article shall be deducted by the Owner out of moneys then due or to become due the Contractor under this Contract, or any part thereof. In such accounting the Owner shall not be obligated to obtain the lowest figures for the work of completing the Contract or any part thereof, or for ensuring its proper completion, and all sums actually paid by the Owner shall be charged to the Contractor.

If the expense so charged is greater than the sum which would have been payable under the Contract if the same had been completed by the Contractor, then the Contractor shall pay the amount of the excess to the Owner upon completion of the work and without further demand being made therefor.

21.5. The Contractor shall not be relieved of liability to the Owner by virtue of any termination of this Contract, and any claim for damages against the Contractor relating to the Contractor's performance under this Contract shall survive any termination hereunder.

21.6. Notwithstanding any other provision of this Agreement, the Owner reserves the right at any time in its absolute discretion to suspend or terminate this Agreement in whole or in part for its convenience upon seven (7) days written notice to the Contractor. The Owner shall incur no liability by reason of such termination except for the obligation to pay compensation for all work performed by the Contractor and accepted by the Owner to the termination date.

22. Assignment

Assignment of this Contract is prohibited, unless assignment is provided for expressly in the Contract Documents.

23. Contract Execution and Administration

23.1. Clerk's Certificate – Corporation: If the Contractor is a corporation, it shall endorse upon the Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor.

23.2. Foreign Corporation: The Contractor, if a foreign corporation, shall comply with M.G.L. c. 30, §39L.

23.3. Municipal Prerequisites: This Contract shall not be enforceable against the Owner unless and until the Contractor complies with this section. This Contract is only binding upon, and enforceable against the Owner if: the Contract is signed by the Owner or its designee; and endorsed with approval by the Owner Accountant as to appropriation or availability of funds.

24. Liability of Public Officials

To the full extent permitted by law, no official, officer, employee, agent, or representative of the Owner shall be individually or personally liable on any obligation of the Owner under this Contract.

25. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth in the Contract. Notice to the Owner shall be deemed sufficient if sent to:

Hayley Bolton, Town Administrator
Town of Shutesbury
1 Cooleyville Road
Shutesbury, MA 01072

With a copy to:

Donna MacNicol
MacNicol & Tombs, LLP
393 Main Street, #2
Greenfield, MA 01301

26. Binding on Successors

This contract shall be binding upon the Contractors, its assigns, transferees, and/or successors in interest and, where not corporate, the heirs and estate of the Contractor.

27. Complete Contract

This instrument, together with its endorsed supplements, and the other components of the Contract Documents, constitutes the entire Contract between the parties, with no agreements other than those incorporated herein.

28. Severability

If any provision of this contract shall be found invalid for any reason, such invalidity shall be construed as narrowly as possible and the balance of the contract shall be deemed to be amended to the minimum extent necessary to provide to the parties substantially the benefits set forth in this contract.

29. Certification of Non-Debarment or Suspension

By execution of this Contract, the Contractor, pursuant to M.G.L. c. 29, § 29F, certifies under the penalties of perjury that it is not presently debarred or suspended from doing public construction work in the Commonwealth pursuant to said section, or any applicable debarment or suspension provisions of any other chapter of the Massachusetts General Laws or any rule or regulation promulgated thereunder.

30. Amendments

This Contract may be amended or modified only by a written instrument duly executed by the parties.

31. Independent Contractor

The Contractor is not an employee or agent of the Owner, but is an independent contractor.

32. No Privity of Contract Between Owner and Other Parties

Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

Owner

Town of Shutesbury

Contractor

Hayley Bolton, Town Administrator

Name:

Date Signed: _____

Its: _____

Date Signed: _____

CERTIFICATE OF AUTHORITY - CORPORATION

At a duly authorized meeting of the Board of Directors of the [Name of Corporation:] held on [Date] at which all the Directors were present or waived notice, it was voted that [Name, Officer/Title] of this company be and he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf of such [Officer] under seal of the company, shall be valid and binding upon this company.

A TRUE COPY, ATTEST:

(Signature/Title)

Place of Business: _____

I hereby certify that I am the [Title] of [Name of Corporation], that [Officer, Name] is duly elected [Title] of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Full Legal Name of Business: _____

Telephone Number: _____ State of Incorporation*: _____

Principal Place of Business: _____

Qualified in Massachusetts: _____

Place of Business in Massachusetts: _____

Signature _____ Date _____

*If State of incorporation is Massachusetts, insert "MA" on "State of Incorporation" line and disregard other parts of the form.

(Affix Corporate Seal)

PAYMENT BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the Town of Shutesbury as Obligee, in the sum of _____ dollars (\$_____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date _____ of _____, 20_____, for the construction of "South Brook/Lake Wyola Conservation Area Trail Repair" in Shutesbury, Massachusetts.

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of MGL c.30, §39A, and MGL. c.149, §29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue, and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this day of _____, 20_____.

PRINCIPAL

SURETY

BY _____

BY _____

(SEAL)

(ATTORNEY-IN-FACT) (SEAL)

TITLE _____

ATTEST: _____

ATTEST: _____

PERFORMANCE BOND

Know All Men By These Presents:

That _____ [Contractor name and form of business], a(an) _____ [State of incorporation] corporation, partnership, or joint venture, _____ as principal, and _____ as Surety, are jointly and severally held and bound unto the Town of Shutesbury, in the sum of _____ [performance bond amount] for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the said principal herein has made and entered into a certain Contract, a copy of which is attached hereto, with the Town of Shutesbury by and through its Conservation Commission and Town Administrator, which Contract, together with the applicable Plans, Standard Specifications, Special Provisions, and Schedule of Items, is by this reference made a part hereof, whereby the said principal agrees to do in accordance with the certain terms conditions, requirements, Plans and Specifications set out in said Contract and all authorized modifications of the Contract which increase the amount of the work and the amount of Contract. Notice to the Surety of any of the immediately foregoing is waived.

NOW, THEREFORE, if the principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the said Contract, in all respects, and shall well and truly and fully do and perform all construction work and design and all other work and matters and things by it undertaken to be performed under said Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, and shall indemnify and save harmless the Town of Shutesbury, the Shutesbury Conservation Commission, and their respective members, officers, officials, employees, and agents, against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the said Contract by the said Contractor or any subcontractors and shall in all respects perform said Contract according to applicable law, then this obligation is to be void, otherwise to remain to full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the Town of Shutesbury, by and through its Conservation Commission or its Town Administrator, be obligated for the payment thereof.

Witness our hands this _____ day of _____, 20____.

Contractor Name:

Address:

Phone:

Email:

By _____
Authorized Official Signature

By _____
Authorized Official Signature

Surety

By _____
Signature
Attorney in Fact

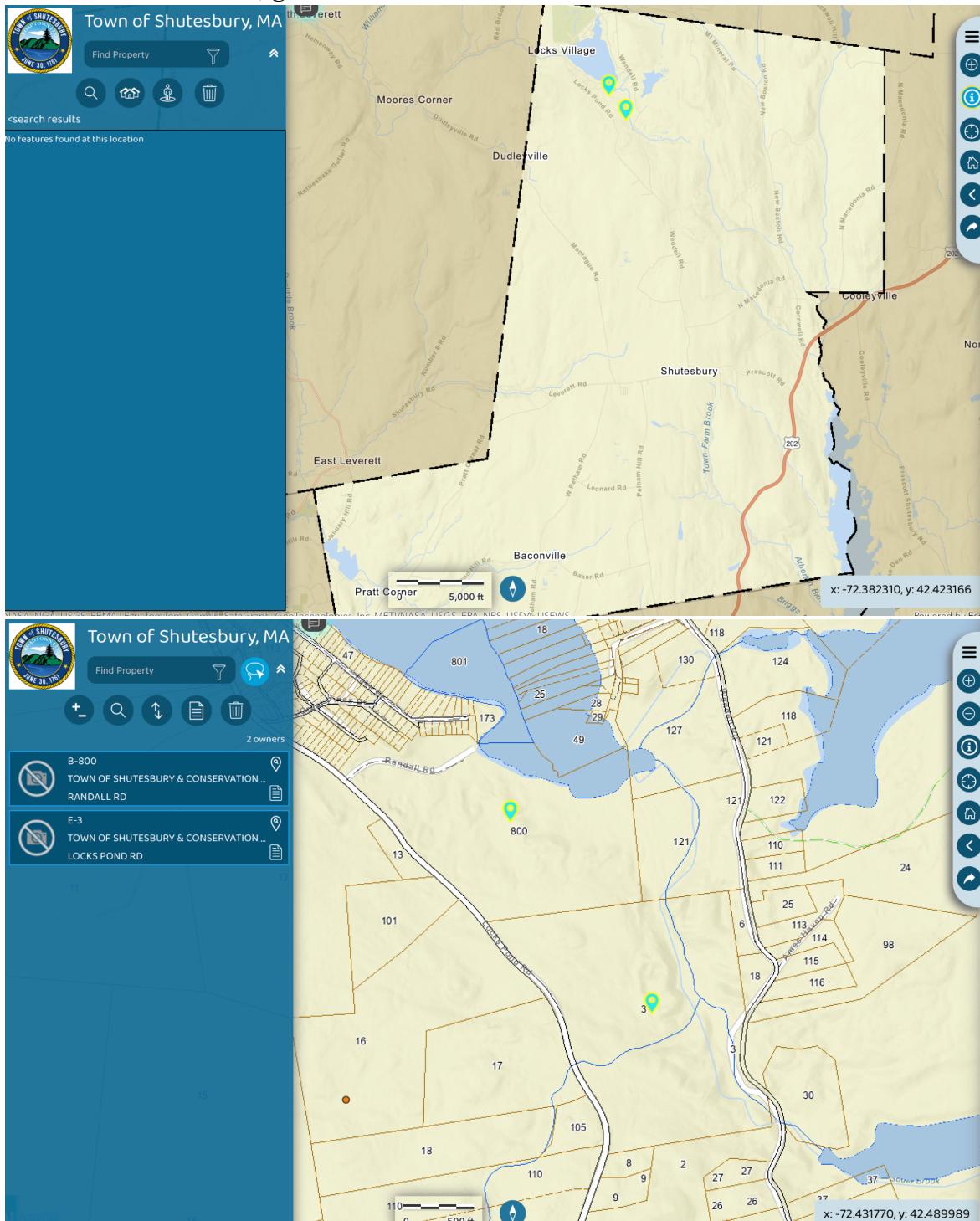
Printed Name
Attorney in Fact
(A Power of Attorney for the Attorney in Fact must be attached to
this bond)

By _____
Agent (Required)
Agent Phone Number:
Agent Email:

Surety's Seal
Must be affixed

APPENDIX A: PARCEL MAPS

Parcels B-800 and E-3, general locus:



Parcel B-800:



Town of Shutesbury, MA

Find Property 🔍

search results

Parcel # : B-800

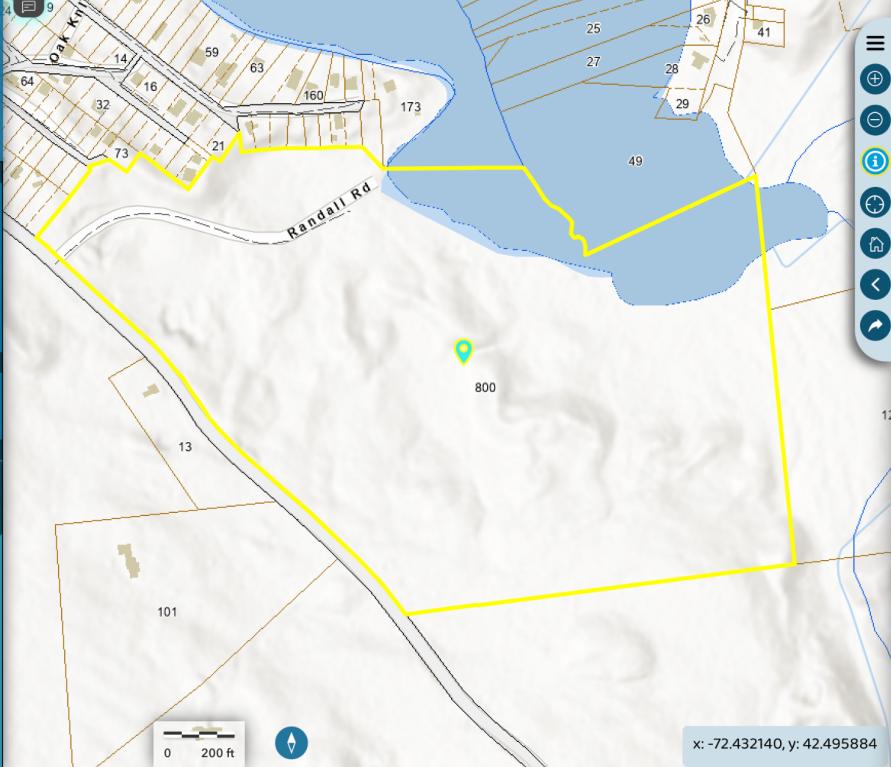


Documents

- 🔗 Vision_Property_Card
- 🔗 CAI_Property_Card
- 🔗 PDF_Tax_Maps

Assessment

ID : 1660	BuildingData
PropertyAddress : RANDALL RD	
PropertyStreet : RANDALL RD	
MapSheet : B	
OwnerName : TOWN OF SHUTESBURY	
CoOwnerName : CONSERVATION COMMISSION	
OwnerAddress : P O BOX 276	
OwnerAddress2 :	
OwnerCity : SHUTESBURY	
OwnerState : MA	
OwnerZip : 01072	
ParcelNumber : B-800	
GisFullNumber : F_405892_3006822	
CamFullNumber : B-800	
PID : 100262	



Parcel E-3:



Town of Shutesbury, MA

Find Property 🔍

search results

Parcel # : E-3

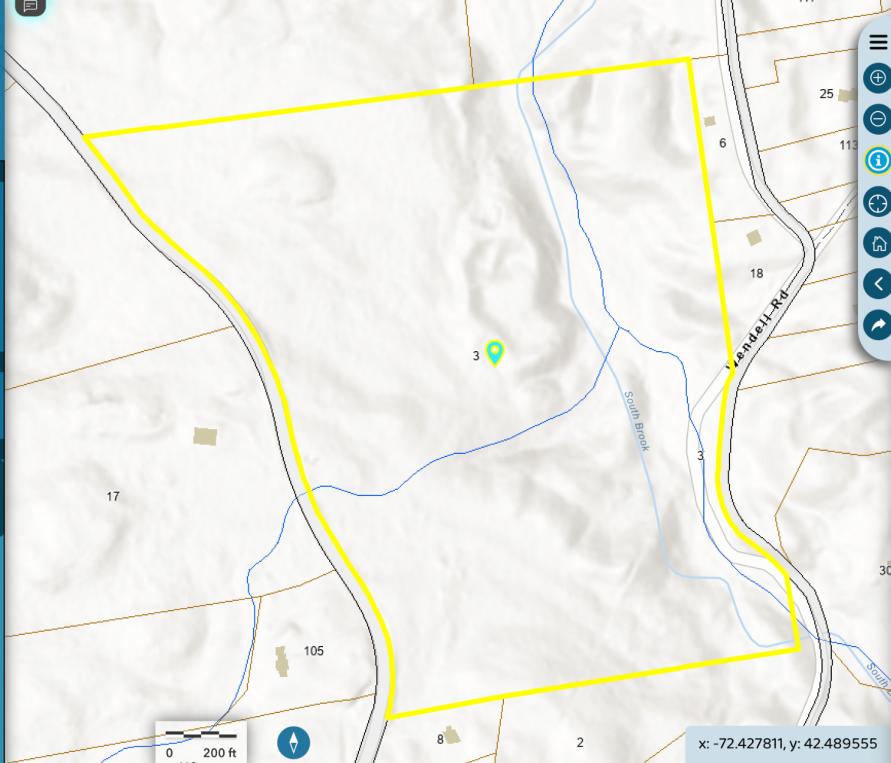


Documents

- 🔗 Vision_Property_Card
- 🔗 CAI_Property_Card
- 🔗 PDF_Tax_Maps

Assessment

ID : 1647	BuildingData
PropertyAddress : LOCKS POND RD	
PropertyStreet : LOCKS POND RD	
MapSheet : E	
OwnerName : TOWN OF SHUTESBURY	
CoOwnerName : CONSERVATION COMMISSION	
OwnerAddress : P O BOX 276	
OwnerAddress2 :	
OwnerCity : SHUTESBURY	
OwnerState : MA	
OwnerZip : 01072	
ParcelNumber : E-3	
GisFullNumber : F_406855_3005448	
CamFullNumber : E-3	
PID : 283	



APPENDIX B: FY25 CPA Grant Application (includes trails map and 2021 Assessment)

[Starts on next page]

Town of Shutesbury Community Preservation Committee

FY 2025 Application for Community Preservation Funding

Submit 1 paper copy to:

Community Preservation Committee
Shutesbury Town Hall
P.O. Box 276
Shutesbury, Massachusetts 01072

Submit 1 electronic copy to:

cpc@shutesbury.org

Instructions to Applicant: Please complete all sections as are relevant per the instructions in each question. If a particular section is not applicable, please note that. This application must be submitted to the CPC no later than February 6, 2025 for the project to be included in the warrant at the next Annual Town Meeting. Applicants must be prepared to appear before the CPC on Thursday, February 20 and Thursday, March 6 to answer questions about the application from the CPC. Applications are expected to be voted upon by the CPC on Thursday, March 20.

Project Name: South Brook Conservation Area trail repair

Applicant Organization: Shutesbury Conservation Commission

Address: Shutesbury, MA

Contact Person: Scott Kahan

Phone: 978-893-9413

Email: skahan.shutesbury@gmail.com

CPA Category: YOU MUST CHECK A MINIMUM OF ONE CATEGORY, but may identify more than one if applicable to your project.

- **Open Space** X
- **Historic Preservation**
- **Community Housing**
- **Recreation** X

Total Project Cost	CPA Funds Requested	Matching Contribution	Match Percent of total
\$81,604.02	\$72,900	\$8,704.02	11 %

Attach a copy of the Assessor's Map(s) with the project parcel outlined (if appropriate for your project)

LAKE WYOLA TOWN BEACH (acquired 1965)

Assessor's Map Number	Map B	Assessor's Lot/Parcel Number	Lot 800
Deed Book Number	1186	Deed Page Number	0077

SOUTH BROOK CONSERVATION AREA (acquired 2000)

Assessor's Map Number	Map E	Assessor's Lot/Parcel Number	Lot 3
Deed Book Number	3620	Deed Page Number	0102

Attach separate sheet if more than one lot/parcel/deed book/deed page number.

PROJECT DESCRIPTION:

- **All of the following sections MUST be completed.**
- Applications will be returned if all relevant requested information is not provided.
- Include supporting materials and exhibits as necessary.
- Please refer to Shutesbury's Community Preservation Plan in completing this application.

1. Describe the project.

The proposed project for trail improvements in the Southbrook Conservation Area, as outlined in the 2021 assessment, focuses on enhancing both safety and environmental stewardship. Key objectives include:

1. **Safety Enhancements and improved access:** The project will involve repairing and rerouting existing trails to prevent erosion and mitigate hazards, such as failed and failing wetland crossings. This includes the installation of proper blazing to guide users safely through the area.
2. **Wetland Protection:** Sensitive wetland habitats will be prioritized by rerouting trails away from vulnerable zones and implementing boardwalks in particularly sensitive areas. This will minimize foot traffic impact, preserving the ecological integrity of these habitats while allowing for continued public access.
3. **Community Engagement:** The project aims to involve the community through volunteer days for trail maintenance and improvement.

By addressing these areas, the trail improvement project seeks to enhance public safety and enjoyment while protecting the natural habitat, thus fostering a deeper connection between the Shutesbury community and their cherished outdoor spaces.

2. Goals:

- a. What are the goals of the proposed project?

The goals associated with the recommendation to blaze more trails in the conservation area include:

1. **Improved Safety and Navigation:** By adding more blazes to existing trails, the goal is to make it easier for hikers to navigate the conservation area. Clear markers will guide users along the trails, reducing confusion and enhancing the overall hiking experience.
2. **Expanded Trail Network:** The blazing of additional trails will create a more extensive and connected trail system, allowing for greater exploration and use of the property.
3. **Balanced Trail Use:** By marking more trails, the goal is to distribute hiker traffic more evenly across the conservation area. This will prevent overuse or wear on any single trail or area, promoting sustainability and reducing environmental impact.
4. **Safety and Accessibility:** Replacing failing wetland crossings will address an existing safety hazard. The improved trail system will help ensure that hikers can follow designated paths, especially in areas where user-made trails may be unclear or difficult to follow. This enhances the safety of trail users and ensures that the trails are accessible to a wider range of hikers.
5. **Preserving Sensitive Areas:** The recommendation not to blaze certain trails in the Lake Wyola Conservation Area (southern parcel) acknowledges the need to avoid encouraging use of low-quality or difficult-to-follow trails. This approach helps preserve these areas from overuse or potential environmental degradation, maintaining their natural state. Furthermore, installation of additional wetland crossings will protect these sensitive areas.

In summary, the goals focus on improving navigation, expanding the trail network, distributing trail usage, ensuring safety, and protecting sensitive areas from excess traffic.

b. Who will benefit and why?

The primary beneficiaries of the trail and trail blazing improvements will be:

1. **Hikers and Outdoor Enthusiasts:** Clearer, more expansive trails will make navigation easier, enhance the hiking experience, and provide access to a wider range of areas within the conservation area.
2. **Conservationists and Town Land Managers:** The improved trail system will help manage and distribute trail use more evenly, reducing environmental impact on any one area, which supports conservation efforts.
3. **Local Community and Visitors:** By creating a more accessible and enjoyable trail network, the broader community, including families and casual visitors, will be able to explore and appreciate the natural environment more safely.
4. **Wildlife and Ecosystems:** The distribution of foot traffic through well-marked trails helps minimize disturbances to sensitive habitats, allowing ecosystems to thrive in less-trafficked areas. Installation of wetland crossings will further protect these areas.

c. How will success be measured?

Success for the trail and trail blazing improvements will be measured by:

1. **Hikers and Outdoor Enthusiasts:** Increased satisfaction and engagement, reflected by higher trail usage, easier navigation, and positive feedback on trail accessibility and variety.
2. **Conservationists and Land Managers:** Effective management of trail use, evidenced by reduced overuse in specific areas, less environmental degradation, and positive trends in conservation efforts.
3. **Local Community and Visitors:** Increased visitation and participation, with greater accessibility for a wider audience, including families, casual hikers, and tourists, along with enhanced safety and enjoyment.
4. **Wildlife and Ecosystems:** Healthier ecosystems, indicated by reduced human impact on sensitive habitats and improved biodiversity, as a result of better-managed foot traffic distribution and new/improved wetland crossings.

3. **Community Preservation Committee Criteria**

- a. How does the project fulfill the General and Specific Evaluation Criteria (see the Shutesbury Community Preservation Plan, pages 10–12)?

The benefits of trail improvements for the Southbrook Conservation Area will meet several criteria as outlined in the Shutesbury Community Preservation Plan including:

The benefits of meeting these

a. Serve a significant number of residents of all ages, gender, and ability:

- **Inclusive Access:** The improved trail system will be designed to accommodate hikers of all ages, genders, and abilities, ensuring that everyone, from young children to older adults, can enjoy the natural beauty of the Southbrook Conservation Area.
- **Broader Community Engagement:** With the enhanced accessibility, the trail system will attract a diverse range of users, fostering community engagement and encouraging outdoor activities for people from different backgrounds and abilities.

b. Expand the range of active and/or passive recreational opportunities available to Shutesbury residents, including trail connections, playing fields, play areas, open spaces, and parks:

- **Increased Recreational Opportunities:** The trail improvements will create new trail connections, opening up previously inaccessible areas of the Southbrook Conservation Area for exploration and enjoyment. The trails will offer both active recreational opportunities (hiking, walking, nature observation) and passive experiences (relaxation in nature, scenic viewing spots), enhancing the variety of activities available to Shutesbury residents.
- **Diverse Trail Experiences:** The project will expand the available options for outdoor recreation, providing routes for both casual visitors and more experienced hikers, promoting a wider range of exploration opportunities.

c. Maximize the utility of land already owned by Shutesbury:

- **Efficient Use of Existing Land:** The trail improvements will make better use of the land already owned by Shutesbury in the Southbrook Conservation Area, enhancing its recreational value without the need for additional land acquisition. This approach ensures that the land is used sustainably, providing the maximum benefit to the community while preserving the integrity of the area.
- **Sustainable Development:** The project will focus on improving the trail network within existing boundaries, protecting the natural environment and sensitive habitats, while minimizing the ecological footprint of the trail system.

d. Accessible by residents with mobility limitations:

- **Universal Trail Access:** The improved trail system will feature design elements that ensure accessibility for residents with mobility limitations, such as smoother, wider pathways, ADA-compliant signage, and benches for rest.
- **Equitable Recreation:** By making the trails more accessible, the project will provide equal opportunities for all residents to experience the Southbrook Conservation Area's natural beauty, promoting social inclusion and physical activity for a diverse population.

Additionally, protecting sensitive habitats:

- **Habitat Protection:** By rerouting or reinforcing trails to reduce environmental impact, the project will protect sensitive ecosystems and wildlife habitats within the Southbrook Conservation Area. This ensures that the natural environment is preserved while still offering recreational opportunities, striking a balance between outdoor enjoyment and conservation.

4. Community Need

- a. If applicable, explain how this project addresses needs identified in existing Town plans?
(Such as the Open Space and Recreation Plan, Community Plan, etc.)

The trail improvement project at the Southbrook Conservation Area directly addresses several key needs and goals identified in existing Shutesbury Town plans, such as the **Open Space and Recreation Plan** and the **Community Plan**. Here's how it aligns with and supports the objectives outlined in those documents:

1. Enhancing Access to Open Space and Recreation

- **Open Space and Recreation Plan:** One of the primary goals of Shutesbury's Open Space and Recreation Plan is to improve access to public lands for all residents, enhancing the availability of both active and passive recreation opportunities. This trail improvement project directly contributes to this goal by creating a more accessible and user-friendly trail network at the Southbrook Conservation Area, expanding opportunities for hiking, nature observation, and other outdoor activities.
- **Community Plan:** The Community Plan highlights the desire to create more recreational spaces that are both accessible and inclusive. By improving trails to be suitable for users of all ages and abilities, the project responds to the community's needs for spaces that promote health, well-being, and social interaction for a wide range of residents.

2. Increasing Inclusivity and Accessibility

- **Open Space and Recreation Plan:** The plan stresses the importance of making recreational areas accessible to individuals with mobility limitations and ensuring that public lands are usable by a diverse population. The Southbrook trail improvements, with smoother paths, wider routes, and resting areas, address this priority by making the Conservation Area accessible to residents with mobility challenges, seniors, and families with young children, thus broadening participation in outdoor activities.
- **Community Plan:** The Community Plan emphasizes inclusivity, ensuring that all residents, regardless of ability or age, can enjoy public spaces. The improvements at Southbrook will directly address this need by creating a more equitable environment where people with varying mobility levels can engage with nature.

3. Protecting Natural Resources and Promoting Sustainability

- **Open Space and Recreation Plan:** The plan calls for the protection of Shutesbury's natural resources, including sensitive habitats and wildlife areas, through responsible land management and the development of low-impact recreational infrastructure. The trail improvements at Southbrook specifically aim to minimize human impact on these sensitive areas by clearly marking trails, rerouting where necessary, and using sustainable materials that protect the environment. This supports the town's goals of preserving biodiversity while allowing responsible public access.
- **Community Plan:** The Community Plan reflects a commitment to preserving Shutesbury's natural beauty and character. By improving the trail system in a way that respects and protects the local ecosystem, the project helps to fulfill the community's desire for sustainable development that balances human use with environmental conservation.

4. Creating a Stronger Sense of Community

- **Open Space and Recreation Plan:** The plan recognizes that accessible recreational spaces contribute to stronger social connections and community well-being. By expanding the trail network and making it more accessible, this project provides a space where residents can come together for outdoor activities, fostering a stronger sense of community.
- **Community Plan:** The plan highlights the importance of creating shared spaces for residents to connect with nature and each other. The trail improvements will offer a valuable resource for families, friends, and individuals to spend time together, thus enhancing community cohesion and promoting an active, outdoor lifestyle.

5. Utilizing Existing Resources Efficiently

- **Open Space and Recreation Plan:** The plan emphasizes the need to maximize the utility of town-owned properties and prioritize the development of recreational spaces on existing land. By focusing the trail improvements on the Southbrook Conservation Area, a site already owned by Shutesbury, the project ensures efficient use of resources, avoiding the need for additional land acquisition while still expanding recreational opportunities.
- **Community Plan:** The Community Plan advocates for making the most of the town's existing assets, including its open spaces. The project at Southbrook addresses this objective by improving and enhancing an already valuable resource, optimizing its potential to serve the community's recreational and environmental needs.

In summary, this trail improvement project at the Southbrook Conservation Area is aligned with Shutesbury's **Open Space and Recreation Plan** and **Community Plan**, addressing goals related to improving access, promoting inclusivity, preserving natural resources, strengthening community ties, and efficiently utilizing existing land resources.

5. Community Support

a. What is the nature and level of support? Attach letters of support from any Town boards or community groups that have endorsed the project.

The Southbrook Conservation Area serves as a vital recreational resource for the residents of Shutesbury, offering a wide range of activities such as hiking, bird watching, and nature appreciation. Its diverse ecosystems and scenic landscapes provide a perfect backdrop for outdoor enthusiasts and families seeking leisure and adventure in a natural setting. Broad community support is evident through sustained use of the trails. Improvements to the Southbrook Conservation Area will ensure this area remains a cherished asset that enriches the lifestyles of all Shutesbury's residents.

6. Budget

Budget Summary

Total Project Cost	CPA Funds Requested	Other Funds Total	Other Funds: % of Total
\$ 81,604.02	\$72,900	\$8,704.02	11 %

Budget Details (Please provide as much detail as possible and leave any category blank if not applicable to your project)

	CPA FUNDS	OTHER FUNDS	TOTAL
Personnel		\$5704.02	\$5704.02
Equipment			
Supplies			
Contractual	\$72,900	\$3,000	\$75,900
Construction			
Other			
TOTAL	\$72,900	\$8,704.02	\$81,604.02

Equipment is generally defined as an item with a useful life expectancy of more than one year.

Supplies are defined as an item with a useful life of less than one year.

Construction means all types of work done on a particular property or building including erecting, altering, or remodeling.

7. Other Funding

a. Identify the amount of other (non-CPA) funds for this project. Sources include private, federal, state, or local government, or any other sources. Attach commitment letters from any organization providing a financial contribution.

Organization	Item	Amount	Type (cash, in-kind, etc.)

Shutesbury Concom	- Remove old white blazes	16 hours= 655.52	In-kind
Shutesbury Concom	- vernal pool and wetland delineations	10 hours= \$409.70	In-kind
Shutesbury Concom	- concom and DEP permitting	\$3000	In-kind
Shutesbury Concom	- Establish new blazings	16 hours= \$655.52	In-kind
Shutesbury Concom	- repaint bridge	8 hrs= \$327.76	In-kind
Shutesbury Concom	- Purchase new signs	\$3,000	Cash
Shutesbury Highway Dept	- Build frames and install new signs	16 hours= \$655.52	In-kind

b. Are any Other Funds in-kind contributions? If yes, describe how the value of the in-kind contribution was derived. ("In-kind contributions" are a contribution of services or property, donated equipment, buildings or land, or donated supplies.)

Yes= used Massachusetts standard estimated volunteer rate for 2025 at \$40.97/hr

8. Timeline

a. Provide a timeline for project implementation, including start and end dates for major tasks and project completion.

- Spring 2025- concom completes wetland delineations for planned trail work
- Spring 2025 bid and issue design/build contract to implement previous trail recommendations as outlined in attached 2021 assesment
- Summer 2025 contractor completes design phase and concom/DEP permits are obtained
- Fall 2025- contractor completes trail work and builds wetland crossings
- Fall 2025- Concom repaints bridge, blazes trail and purchases signs
- Fall 2025- Shutesbury highway dept installs signs

9. Project Management

a. Project Manager Contact Information (if other than the applicant)

Project manager name	Scott Kahan
Daytime Phone	978-893-9413
Evening Phone	Same
Email	skahan.shutesbury@gmail.com

10. Maintenance (Please note IF NOT APPLICABLE TO YOUR PROJECT)

a. If ongoing maintenance is required, who will be responsible for it?

Shutesbury Highway Department and Concom/volunteer labor

b. How will it be funded?

General Town Appropriations and Con/comvolunteer time

Maintenance Budget

<i>Year one</i>	<i>Year two</i>	<i>Year three</i>	<i>Year four</i>	<i>Year five</i>
\$	\$	\$	\$	\$

11. Site Documentation

Attach documentation that you have control over the site, such as a Purchase and Sale Agreement, option, or deed. If documentation is not available, please explain.

12. Project Documentation

Attach any applicable engineering plans, architectural drawings, site plans, and any other relevant renderings.

13. Other Information

Attach any additional information that might benefit the CPC in consideration of this project.

TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE INDIVIDUAL OR GOVERNING BODY OF THE APPLICANT.

Signature of Authorized Representative

Date

Print name: _____

Lake Wyola Town Beach/South Brook Conservation Area Trail Assessment

Town of Shutesbury, MA

Background

The Lake Wyola Town Beach and South Brook Conservation Areas consist of 97-acres of protected open space. The property is owned and managed by the Shutesbury Conservation Commission. The conservation areas contain South Brook, the main inlet to Lake Wyola, and a few miles of hiking trails. In Fall 2021, the Open Space Committee hired Liam Cregan to assess the existing trail system with funding allocated by the Community Preservation Committee.

Scope of Work

1. Map existing trail system with Lake Wyola/South Brook Conservation Areas.
2. Assess condition of existing trails, noting any locations with erosion or other damage.
3. Evaluate each trail for best use. If necessary, recommend new route for trails in fragile areas (e.g., near wetlands or steep locations) or recommend appropriate types of activities compatible with location and condition of trail.
4. Recommend any needed trail improvements.
5. Determine where new trails could be added or trail connections could be made between existing trails to expand the trail system.

Deliverables

1. Produce a digital trail map of existing trails that can be printed at 11"X17".
2. Provide a report that includes an assessment of current trail conditions, appropriate usage for each trail and recommendations to reroute, improve, interconnect and/or expand trail system.
3. Include map which shows locations of above recommendations.

Results of the Assessment

The trail system at South Brook consists of a mixture of trails, which include:

- Yellow blazed hiking trails with an ~24" corridor width
- Unblazed, user-made trails with an ~24" width (including the 'caution tape' and 'wetland' trails)
- Woods roads that allow for passage on an ORV such as a snowmobile or ATV

Currently, few of the trails on the property are blazed (figure 1). It is recommended that the Open Space Committee and Conservation Commission blaze more of the user-made trails to create a well-marked and more expansive network of trails than currently exists (see figure 2 for recommended blazing).

Updated the trail system with more blazing will help hikers navigate the conservation area with greater ease, and distribute use more evenly throughout the property. Lake Wyola Conservation Area, the southern parcel on the map, consists mostly of woods roads and low quality, user-made trails, some of which will be hard to follow for the average user. It is therefore not recommended that these trails be added to the blazed trail system.

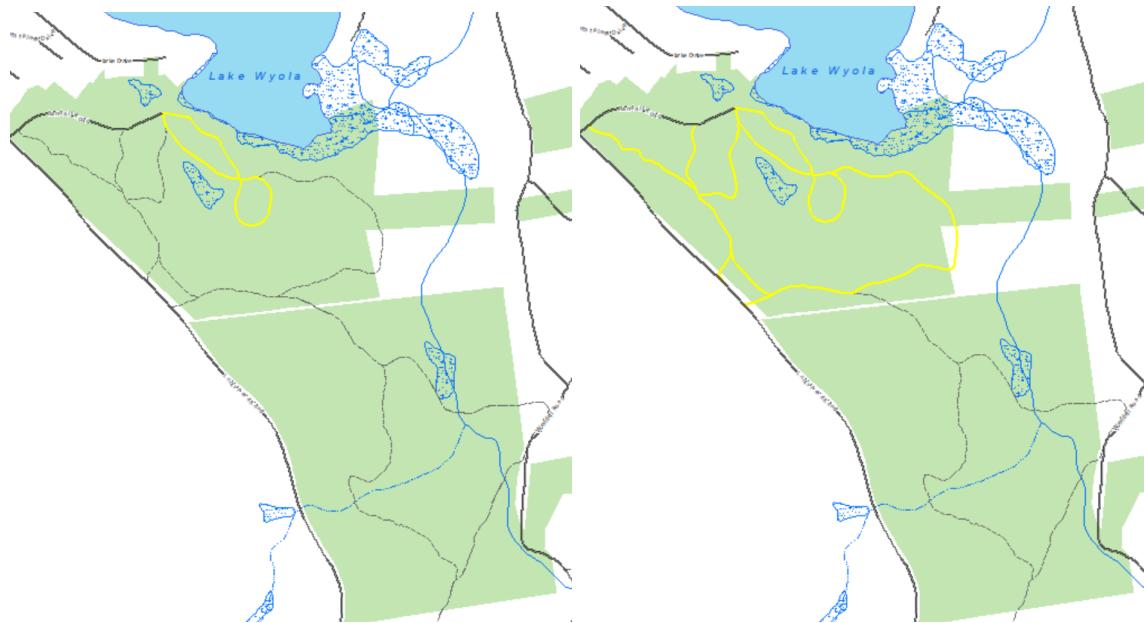


Figure 1. Current blazed trails highlighted in yellow.

Figure 2: Recommended blazed trail system highlighted in yellow.

While it is not recommended that Lake Wyola Conservation Area be incorporated into the blazed trail system, hikers and other users will inevitably find themselves on that section of trail, so there are a few recommended improvements to that side of the property (see Recommended Improvements section and Photos Section).

Recommended Uses

- Hiking on all trails.
- Mountain Biking on all trails aside from blazed loops in Figure 1.
- Horseback riding on woods roads.
- Snowmobiling on woods roads in the winter.
- ATVs are not allowed.

Recommended Improvements

- Blaze trails shown in Figure 2
- The Conservation Commission should consider certifying the vernal pool on the property
- Closure of wet and muddy woods road section and the construction of a hiking-accessible reroute
- Up to nine 10' bog bridges
- Two 6' bog bridges
- Up to four stream-crossing features (bridges or stepstones)
- Three minor upland reroutes
- Repaint graffiti-covered bridge
- Remove white blaze from the existing blazed trail system.
- Dig up to two drains to shed water off trail
- Monitor drainages on an annual basis
- Monitor steep slopes for erosion and harden with gravel or rock steps
- Replace up to two bridges on the Lake Wyola Conservation Area parcel

See maps and photos for location information and current conditions.

Maps and Photos

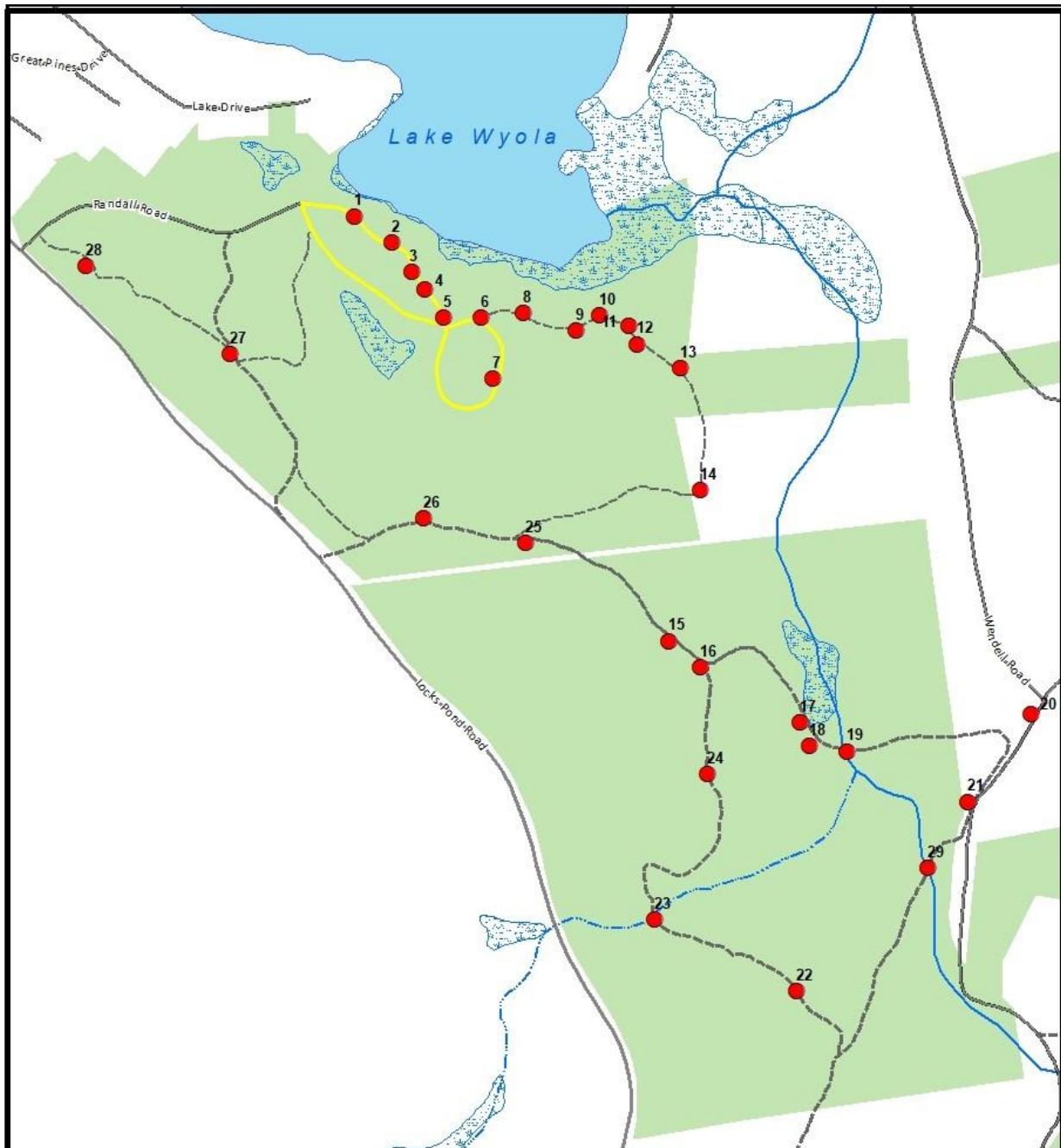


Figure 3. Photo Locations.



Photo 1: Gazebo by Lake Wyola.



Photo 2. Mudhole forming on existing yellow-blazed trail.



Photo 3. Mudhole forming near bridge. 10' bog bridge recommended.



Photo 4. Mudhole forming near bridge. 10' bog bridge recommended.



Photo 5. Graffiti on bridge.



Photo 6. White blaze on tree - cover with brown spray paint.



Photo 7. Steep slope and two blowdowns on trail.
Remove blowdowns, monitor slope for erosion, and
Consider hardening (gravel, rock steps)



Photo 8. Wet area - short upland reroute
recommended.



Photo 9. Mudhole forming - 10' bog bridge recommended.



Photo 9a: Mudhole forming - 10' bog bridge recommended.



Photos 10 and 10a: Two mudholes forming. 10' bog bridge or upland reroute recommended for each.



Photo 11: Small mudhole - 6' bog bridge recommended.



Photo 12. Minor mudhole to monitor - may not require action.



Photo 13. Wet area - 10' bog bridge or upland reroute recommended.



Photo 14. Intersection - route back to blazed trails turns left and woods road enters private property.



Photo 14a - start of route back to blazed trails.



Photo 15. Streamlet forming puddle - dig drain to shed water off the trail.



Photo 16. Streamlet crosses trail. Drain working well but monitor annually.



Photo 17. Bridge in good condition.



Photo 18. Wet area with ORV tracks. Closure of this trail with an upland reroute recommended.



Photo 19. Wet muddy area. Upland reroute possible, and likely less expensive, than bridging.



Photo 19a. Another view on the wet muddy area.



Photo 20. Wendell Rd trailhead on private property.



Photo 21. Bridge in poor condition.



Photo 22. Wet area on 'caution tape' trail. Bridging recommended if ConCom interested in officially opening this trail.



Photo 23. Wet area on caution tape trail. Bridging or steps.



Photo 24. Stream on caution tape trail. Bridging.



Photos 24 and 24a. Potential vernal pool. ConCom can certify. Spotted Salamander egg masses observed May 2021.



Photo 25. Stream crosses trail. Drain in good condition. bridge or step stones recommended.

Photo 26. Stream crosses trail. Drain requires maintenance. Small existing bog bridge; replacement recommended.



Photo 27. Inundated trail in flat area. may be able to be drained; if not, 20' bog bridge recommended.



Photo 28. Small stream crossing. Bridge recommended.



Photo 29. Bridge in poor condition.

CURRENT OWNER			TOPO		UTILITIES		STRT/ROAD		LOCATION		CURRENT ASSESSMENT				1122 SHUTESBURY, MA								
TOWN OF SHUTESBURY CONSERVATION COMMISSION P O BOX 276 SHUTESBURY MA 01072							1 Paved				Description		Code	Assessed			Assessed						
			SUPPLEMENTAL DATA		Alt Prcl ID ARCVIEW 69 TIGHT TA FOUNDAT GRADE NONE ACRES 49.20 GIS ID F_406855_3005448		INSULATE PLAN BK/ 5N LIEN BK/P MEMO SPECIAL 283		Assoc Pid#		EXM LAND		9320	164,200	164,200								
RECORD OF OWNERSHIP			BK-VOL/PAGE		SALE DATE		Q/U	V/I	SALE PRICE		VC	PREVIOUS ASSESSMENTS (HISTORY)											
TOWN OF SHUTESBURY T S MANN LUMBER COMPANY INC			3620	0102	04-28-2000		U	V	100,000		1	Year	Code	Assessed	Year	Code	Assessed	V	Year	Code	Assessed		
			0878	0325	11-27-1945		U	V	0			2024	9320	155,500	2023	9320	149,800	2022	9320	125,800			
													Total		155,500		Total		149,800		Total		125,800
EXEMPTIONS						OTHER ASSESSMENTS													This signature acknowledges a visit by a Data Collector or Assessor				
Year	Code	Description		Amount		Code	Description		Number	Amount		Comm Int											
Total				0.00																			
ASSESSING NEIGHBORHOOD																							
Nbhd		Nbhd Name		B		Tracing		Batch															
150																							
NOTES																							
SOUTH BROOK CONS. AREA																							
BUILDING PERMIT RECORD																							
Permit Id	Issue Date	Type	Description		Amount	Insp Date	% Comp	Date Comp		Comments		Date	Id	Type	Is	Cd	PURPOSE/RESULT						
LAND LINE VALUATION SECTION																							
B	Use Code	Description		Zone	Land Type	Land Units		Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes			Location Adjustment		Adj Unit P	Land Value			
1	9320	VACANT - CONS		FC		43,560	SF	1.6	1.00000	5	1.00	150	1.000					1.0000	1.6	69,700			
1	9320	VACANT - CONS				2,000	AC	3,800	1.00000	0	1.00		1.000					1.0000	3,800	7,600			
1	9320	VACANT - CONS				46,200	AC	3,800	1.00000	0	1.00		1.000					1.0000	1,881	86,900			
Total Card Land Units						49	AC	Parcel Total Land Area		49							Total Land Value		164,200				

CONSTRUCTION DETAIL

CONSTRUCTION DETAIL (CONTINUED)

26 January 2025

Dear Community Preservation Committee,

I write on behalf of the Open Space Committee to lend support to the Conservation Commission's proposal to complete trail improvements in the Lake Wyola/South Brook Conservations Areas. Combined, these two parcels comprise 97-acres, making this the largest Town-owned conservation area. It is one of a very few areas in Shutesbury where residents can engage in outdoor recreation on easily accessible public property that provides parking.

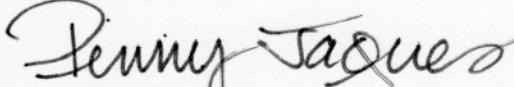
From my many years on the Conservation Commission, I know of the Commission's long-standing concerns about the degradation of the Lake Wyola/South Brook trails resulting from poor siting, minimal maintenance and incompatible uses. To begin addressing these issues, the Commission submitted a modest proposal to the Community Preservation Committee in 2021 to assess the condition of trails and make recommendations for improvements. With those funds, the trail assessment was completed and several low-cost trail improvements were made. The assessment found:

- there is no consistent system of marking trails and few trails are blazed
- a number of unmarked, user-made trails were discovered
- several bridges spanning wetlands have deteriorated; others wetlands have no bridges
- several trails are located in sensitive areas

The report recommended installing a number of bog bridges at wetland crossings, implementing a consistent system to mark trails and rerouting several trails. This proposal would accomplish all of these recommendations, creating a safe, well-marked, well-maintained trail system that also protects wetlands.

When the Town updated its Open Space and Recreation Plan in 2022, a first step in the process was sending a survey to all town residents. The survey found that the most frequently listed outdoor activity was hiking. The recreation resource that was listed as most important to residents was public access to natural areas. Survey respondents asked for better marked trails, trail maps, trails they know are OK to use and trails with convenient parking. The Lake Wyola/South Brook Conservation Area is already a popular hiking spot. With the trail improvements proposed in this grant application, this trail system will meet all of the criteria that town residents desire.

I strongly urge the CPC to support this project.



Penny Jaques

Chair, Open Space Committee