



**LUZERNE
CONSERVATION DISTRICT**

**Butts & Sudol Emergency Watershed
Protection Program Projects**

Luzerne County, PA

Bid Package

**Contracting Officer: Joshua Longmore, Executive Director
570-674-7991**

INSTRUCTIONS TO BIDDERS

1. PROPOSALS

- A. This invitation for bids is for two separate projects. Bidders may submit bids for both projects or only one project. Bids for each project will be evaluated separately.
- B. The Project Design and Technical Specifications are specific to each project and intended to cover a separate contract for each project. The failure to mention any task that would be required to complete the projects shall not relieve the Contractor of responsibility to perform such work.
- C. Each contract will cover all aspects of the installation of Emergency Watershed Protection (EWP) projects on two separate properties, the Butts property in Kingston Township and the Sudol property in Dennison Township, Luzerne County. Unless otherwise indicated, the contracts include (but are not limited to): site preparation, implementation of adequate erosion and sediment controls, excavation, installation of R-8 Riprap, installation of fencing if specified, complete final grading, and establish stabilization on all disturbed areas, as well as all other aspects as outlined in these Contract Documents and Drawings.

2. CONTRACTING OFFICER AND CONTRACTING OFFICER'S REPRESENTATIVE

- A. The projects are being prepared for the landowners. Funding is being provided through the USDA Natural Resource Conservation Service (NRCS) and the PA Department of Environmental Protection (PADEP).
- B. The Luzerne Conservation District is acting as the Project Sponsor, with Joshua Longmore, Executive Director acting as the Contracting Officer.
- C. John Levitsky, the Contracting Officer's Representative, will be the point of contact for communication and direction between the Contracting Officer and the Contractor. The Contracting Officer's representative and NRCS representative will provide on-site quality assurance of work, monitor work progress, and determine suitability of all work.
- D. Contact information for the Contracting Officer and the Representative is:

Contracting Officer

Joshua Longmore
Luzerne Conservation District
325 Smiths Pond Road
Shavertown, PA 18708

Phone: 570-674-7991 ext. 8
Fax: 570-674-7989
E-mail: josh@luzcd.org

Contracting Officer's Representative

John Levitsky
Luzerne Conservation District
325 Smiths Pond Road
Shavertown, PA 18708

Phone: 570-674-7991 ext. 5
Fax: 570-674-7989
E-mail: john@luzcd.org

3. INSTRUCTIONS FOR THE BID FORM

- A. Bids shall be submitted only on hard copy of the furnished Bid Schedule and Bid Form documents. Separate documents must be submitted for each project using the specific forms for each site (i.e., Butts project or Sudol project). Please make sure all blank spaces are filled in legibly in ink, and that the forms are signed at the bottom.

- B. Do not make changes to the phraseology of the Bid Schedule. Partial bids or alternative bids not provided for in the Bid Schedule will not be considered.
- C. The Bid Schedule and Bid Form for each project **MUST** be submitted in a **SEALED ENVELOPE** with Contractor’s name and the words “**EWP Projects - Sealed Bid**” written on the outside. Include “**Butts**” or “**Sudol**” on the envelope. This sealed envelope must accompany the remaining pages of the required information (insurance and bond documents).
- D. Any bidder may withdraw a proposal at any time prior to the scheduled closing time for receipt of proposals. Proposals may be withdrawn by notifying the Contracting Officer in writing.
- E. Signature requirements on the bid forms:
 - 1. For individual bidders, the owner must sign the bid.
 - 2. For Partnerships, a partner must sign the bid.
 - 3. For Corporations, the President or Vice President must sign the bid.

4. AWARD OF CONTRACT

- A. Contract bidders do not have to bid on both projects described in this package. Please be sure to complete the Bid Form and Bid Schedule individually for each project you wish to bid on.
- B. **The Bid Opening for both projects will take place at the Luzerne Conservation District office at 3:00 PM, Thursday, June 30, 2022.** Delivery of the bid package must be received prior to this time or the package is invalidated. Award of a contract shall be made at the earliest possible date from the bid opening date. Performance time will begin at the time the contract has been awarded and run through the time specified in the contract. The workweek will be limited to 5 days per week, Monday through Friday, 8 hours per day. All major holidays will be observed. If the contractor fails to complete the work within the time specified in the contract, the contractor shall pay liquidated damages to the project sponsor in the amount of \$200 for every day thereafter for each calendar day of delay until the work is completed or accepted. If the contractor chooses to bid on both projects, one project will be completed first before the contractor can move onto the next project, unless Contractor has sufficient resources to work on the projects concurrently.
- B. Construction is to begin within **30** days of the contract being awarded. The project is to be completed within the performance time specified on the Bid Form barring delay caused by severe weather conditions. Any severe weather delay request must be submitted in writing to and approved by the Contracting Officer’s Representative.

5. THE BIDDER

- A. Shall attend the mandatory site showing starting at the Butts Property project site starting at **9:00 AM on June 16, 2022** and continue with travel to the Sudol Property project site immediately afterward to review all existing conditions and limitations, including access and availability of materials.

The stream work locations are:

Butts Site
 18 North Main Street
 Shavertown, PA 18708

Sudol Site
 92 East Nescopeck Creek Lane
 White Haven, PA 18661

The primary purpose of the site showing is to make sure that the Bidder has inspected the site and has become familiar with all existing conditions affecting the work including, but not limited to, those conditions bearing upon:

- i. Transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and access to the site;
 - ii. The conformation and conditions of the ground, including the quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from the inspection of the site;
 - iv. The character of equipment and facilities needed preliminary to, and during, prosecution of the work.
- B. Shall include the following items in the bid:
1. Pre-construction meeting
 2. Construction layout
 3. Installation of Erosion & Sediment control measures
 4. Excavation/fill
 5. Installation of all practices and structures identified in project design documents, including but not limited to: Mobilization/Demobilization, excavation and debris removal, rock riprap supply and placement complete final grading, stabilization of all disturbed areas and any other practice mentioned in designs.
- C. Shall provide all equipment, labor, materials, and supplies necessary to complete the work unless otherwise specified.
- D. Materials shall be approved by the Contracting Officer's Representative prior to use.
- E. An Erosion and Sediment Pollution Control Plan is included in the work plan. The contractor shall be responsible for implementing the plan and maintaining the controls, including any additional measures, which may be required to minimize sedimentation.
- F. The contractor shall be responsible for locating and protecting all utilities.

6. INTERPRETATION OF CONTRACT DOCUMENTS

- A. If any Bidder has questions about the project that arise following the site visit regarding the Drawings or Specifications, an emailed, written, or faxed request should be submitted to the Contracting Officer's Representative for interpretation or correction followed by a phone call to confirm receipt and understanding of the inquiry.
- B. Any interpretation or correction of the bid documents will be made by the Contracting Officer by Addendum. A copy of any Addendum will be posted on the sponsor's website as soon as it is issued: <https://luzernecd.org/ewp-projects/>

7. THE CONTRACTING OFFICER

- A. May, during the bidding period, issue Addenda to advise the Bidder of additions, omissions, alterations or clarifications of the drawings or specifications for this project.
- B. Reserves the right to reject the bid of any Bidder who fails to furnish promptly and properly all the required information, when notified to do so.

- C. Reserves the right to reject any and all bids that are determined to be incomplete, or from Contractors who did not attend the mandatory site meeting.
- D. Reserves the right to reject any and all bidders who are listed on DEP's or any Federal or State barred contractors list for violations to contracts and any Local, State, or Federal laws and regulations.
- E. Reserves the right to postpone the start of construction due to unfavorable weather conditions or other issues related to site access.
- F. Reserves the right to cancel a project at any time during the bidding and contracting process for reasons that may arise that are outside of the Project Sponsor's control.
- G. Reserves the right to reject any and all bids that exceed the grant funding available for the project.

8. ADDITIONAL WORK

- A. Changes in the Drawings or Specifications may be made by the Contracting Officer after construction is in progress, if necessary. When necessary changes involve work for which no quantity and price have been included in the Bid Form, such work shall be done at a price that shall first be agreed to, in writing, by the Contractor and the Contracting Officer by written change order.

9. WORK SCHEDULE

- A. The work shall be completed within the time allotted for the project and shown on the Bid Schedule. The start of performance time will begin on the day identified as notice to proceed and determined after official contract award.
- B. The Work Schedule, Start Date, and Completion Date are important and will be considered in awarding the Contract. All instream work must be completed prior to October 1, 2022 due to State Regulations on both the Butts and Sudol project sites.
- C. Once the Contractor has started Mobilization on the Project site, it will be expected that work shall proceed in a continuous manner through to the conclusion of the project by the Proposed Completion Date, notwithstanding acceptable delays due to weather. The Proposed Date of Completion may be extended as needed due to extreme weather conditions as approved by the Contracting Officer's Representative.

10. Contract Security (Performance Bond)

- A. The bidder shall supply a bid security in the amount of 10% of bid price with their bid. The sureties of all bonds shall be such surety company or companies as are approved by the Contracting Officer, and as authorized to transact business in the State of Pennsylvania. Omission of this bid guarantee can be cause for the rejection of the offer.
- B. The successful bidder shall deliver to the Contracting Officer executed Payment and Performance Bonds each in the amount of 100% of the accepted bid price for this contract as security for the faithful performance of the Contract. The sureties of all bonds shall be such surety company or companies as are approved by the Contracting Officer, and as authorized to transact business in the Commonwealth of Pennsylvania. The Bonds shall be approved by the Contracting Officer prior to execution of the formal Contract.

GENERAL CONDITIONS

1. WORKING SCHEDULE

- A. The Contractor shall coordinate the work schedules with the Contracting Officer's Representative before the Contractor begins work on this Contract. No work requiring the presence of the Contracting Officer's Representative shall be done at night, on weekends, or on the agency's recognized holidays, except in case of emergency and/or with written permission of the Contracting Officer's Representative. Written permission shall be sought at least two days in advance of the desired work day(s).

2. CONTRACTOR'S LIABILITY AND PROPERTY DAMAGE INSURANCE

- A. The Contractor and its subcontractors shall maintain such insurance as will provide protection from claims under Worker's Compensation Acts and Federal Employer's Liability Act by coverage with insurance companies or by methods acceptable to the State Insurance Commissioner and by no other methods, for damages which may arise from operations under this Contract, whether such operations be by the Contractor, or by any subcontractor or any one directly or indirectly employed by either of them.
- B. The Contractor shall protect himself, the property owner, the Contracting Officer, the Contracting Officer's Representative, and the Project Sponsor from any claims for Bodily Injury Liability and Property Damage Liability.
- C. The limits for Bodily Injury Liability shall not be less than \$200,000.00/\$500,000.00; that is, \$200,000.00 is the limit for injury per occurrence, and \$500,000.00 in the aggregate. The minimum limit of Property Damage Liability shall be \$500,000.00 per occurrence, and \$1,000,000.00 in the aggregate.
- D. The above policies for Bodily Injury and Property Damage Liability Insurance shall be so written as to include Contingent Bodily Injury and Property Damage Liability Insurance to protect the Contractor against claims from the operation of subcontractors.
- E. Certificates of the Contractor's Insurance shall be filed with the Contracting Officer and shall be subject to approval by the Contracting Officer for adequacy of protection. No work shall be started at the site until appropriate Certificates of Insurance are filed with and approved by the Contracting Officer.

3. LAWS, PERMITS AND REGULATIONS

- A. All necessary regulatory permits will be the responsibility of the Contracting Officer and not the Contractor. They will be obtained prior to the start of work.
- B. The Contractor shall anticipate complying with the requirements of all laws, regulations, ordinances, and requirements applicable to work under this Contract. This will include adherence to any actions prescribed by inspectors enforcing Federal, State, County, or local regulations, laws, or permits. The costs for these actions shall be included in the Bid.
- C. The Contractor shall adhere to all laws, regulations, permits, ordinances, safety codes and building code requirements applicable to work done under this Contract. This requirement shall specifically include all current applicable OSHA requirements.

- D. The Contractor shall provide and maintain all necessary safeguards to mark and prevent intrusion onto work areas.
- E. The Contractor shall be responsible for making sure contact is made with PA One-Call regarding the project activities at least 3 days prior to commencing work.
- F. The Contractor shall provide all required borrow and disposal sites. All such sites are subject to approval by the Contracting Officer's Representative. Borrow and/or disposal sites shall not be located in a floodplain or wetland. Copies of releases signed by the landowner shall be provided to the Contracting Officer's Representative.

4. WARRANTY

- A. Contractor unconditionally warrants that all material supplied by Contractor will be new and of good quality (unless any used materials are specified in the Project Design and Technical Specifications), and that all work performed by Contractor will be performed in a good and workmanlike manner. Contractor shall not substitute materials called for by the Project Design and Technical Specifications without the written approval of the Contracting Officer or Contracting Officer's Representative. Contractor unconditionally guarantees it will, at its own expense, at the request of Contracting Officer or Contracting Officer's Representative, promptly replace or repair any work, equipment, or materials that fail to function properly for a period of no less than twelve months following the final inspection and completion of the as-built plans for the project. Contractor will also repair any surrounding parts of the structure (and/or personal property) that are damaged due to any failure in Contractor's work for the period of twelve months following the final inspection and completion of the as-built plans for the project. This express warranty is in addition to any implied warranties under state or federal laws. Contractor provides no warranty on any materials supplied by the Project Sponsor.
- B. Contractor shall promptly upon receipt of notice from the Contracting Officer and without expense to the Project Sponsor, make good all damages to buildings, sites, roads, parking lots, and all aspects thereof which in the opinion of the Contracting Officer is the result of the work outside the scope of this Contract, and therefore is the responsibility of the Contractor.

5. PAYMENT

- A. Upon acceptance of the work at the final inspection, the Contractor shall submit an invoice for the entire amount due per project to the Contracting Officer. An alternative invoicing/payment schedule for major phases of the projects may be negotiated during development of the Contract. The Luzerne Conservation District will make every attempt to make prompt payment after the final inspection, but for invoices greater than \$25,000.00 the district may need to submit a request for payment to USDA NRCS and/or PA DEP prior to paying the Contractor. It is anticipated the district will receive the funds from the agencies approximately sixty (60) days after the request is made. Payment(s) shall be made by the district no later than ten (10) days after it receives the funds.

6. INDEMNIFICATION

- A. The Contractor shall indemnify and hold harmless the Landowners, Luzerne Conservation District, USDA Natural Resources Conservation Service, PA Department of Environmental Protection, Luzerne County, and all of their representatives against any and all claims for damages to persons or property asserted by any person, partnership, corporation, or other organization, arising out of services performed or undertaken by said Contractor, its agents, employees, or

subcontractors, except for claims for damages directly caused by the sole fault or negligence of the parties hereto, their officers, or employees.

7. CONTACT INFORMATION

Questions concerning the terms of the contract or issues related to invoicing and billing should be directed to the Contracting Officer:

Joshua Longmore, 570-674-7991 ext. 8 or josh@luzcd.org

Questions related to the project implementation activities and other technical matters should be directed to the Contracting Officer's Representative:

John Levitsky, 570-674-7991 ext. 5 or john@luzcd.org

SEE SEPARATE DESIGN & TECHNICAL
SPECIFICATION DOCUMENTS
FOR
CONSTRUCTION DETAILS
FOR EACH PROJECT