



**LUZERNE
CONSERVATION DISTRICT**

**The Lands at Hillside Farms
Dam Removal Project**
Huntsville Creek, Kingston & Jackson Townships,
Luzerne County, PA

Quote Package

June 3, 2024

**Contracting Officer: Joshua Longmore, District Manager
(570) 674-7991**

INSTRUCTIONS TO QUOTERS

1. PROPOSALS

- A. The Drawings and Specifications are intended to cover one project. The failure to mention any task that would be required to complete this project shall not relieve the Contractor of responsibility to perform such work.
- B. The contract covers all aspects of the removal of a dam, installation log weirs, rock weir, rock rip rap stabilization, and riparian restoration on Huntsville Creek in Kingston and Jackson Townships, Luzerne County. This contract includes (but is not limited to): site preparation, implementation of adequate erosion and sediment controls, stream diversion, concrete dam removal, log weir installation, stream excavation and grading, installation of riprap, re-sloping and installation of stabilization blankets of banks, replanting of vegetation and all other aspects as outlined in these Contract Documents and Drawings.

2. CONTRACTING OFFICER AND CONTRACTING OFFICER'S REPRESENTATIVE

- A. The project is being prepared for the landowners along the stream. Funding is being provided through the Department of Environmental Protection's (DEP) Growing Greener Program.
- B. The Luzerne Conservation District is acting as the sponsor for this project. The Contracting Officer for the sponsor is Joshua Longmore.
- C. The Contracting Officers Representative will be the point of contact for all communication and direction between the Contracting Officer and the Contractor. The Contracting Officer's Representative will provide on-site quality assurance of work, monitor work progress and determine the suitability of all work. The Contracting Officer's Representative is John Levitsky.
- 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
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) 239-1013
Fax: (570) 674-7989
E-mail: john@luzcd.org

3. INSTRUCTIONS FOR THE QUOTE FORM

- A. Quotes shall be submitted as a mailed/hand-delivered hardcopy or as an emailed scanned PDF copy of the furnished Quote Form. Please make sure all blank spaces are filled in legibly in ink, and that the Quote Form is signed at the bottom. **A mandatory pre-quote meeting will occur on Friday, June 7th at 9:00 AM at the project site.**
- B. Please do not make changes to the phraseology of the Quote Form. Partial quotes or alternative quotes not provided for in the Quote Form will not be considered.
- C. If submitted by email, the Quote Form MUST be titled with Contractor's name and the words "Hillside Farms Dam Removal Quote". The email must include the both pages of the quote form.

- D. Any quoter may withdraw a proposal at any time prior to the scheduled closing time for receipt of proposals (see 4.A. below). Proposals may be withdrawn by notifying the Luzerne Conservation District.
- E. Signature requirements on the Quote Form:
 - 1. For individual quoters, the owner must sign the Quote.
 - 2. For Partnerships, a partner must sign the Quote.
 - 3. For Corporations, the President or Vice President must sign the Quote.

4. AWARD OF CONTRACT

- A. **A formal review of the received quotes will take place at the Luzerne Conservation District at 3:00 P.M., Wednesday, June 19, 2024. The quote package must be received by the district prior to this time, or the proposal will not be considered.** The award of a contract shall be made as soon as possible from the formal quote review. 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.
- 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 Quote Form barring delays caused by severe weather conditions. Any severe weather delay request must be submitted in writing to the Contracting Officer's Representative.

5. THE QUOTER

- A. Shall visit the project site for a required pre-quote examination of the areas to become fully informed as to all existing conditions and limitations including access and availability of materials. **The mandatory site showing is scheduled for 9:00 A.M., Friday, June 7, 2024.** The meeting will be held at The Lands at Hillside Farms, 65 Hillside Road Shavertown, PA 18708. The primary purpose of the site showing is to make sure that the Quoter has inspected the site and has become familiar with all the 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. Uncertainties of weather, river stages, or other physical conditions at the site;
 - iii. 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 quote: pre-construction meeting; mobilization or setting up of equipment; construction, maintenance, and removal/restoration of access roads; installation of E&S control measures, site preparation or other items incidental to construction.

- C. The Quoter must understand that streams are dynamic systems that may have changed conditions since the materials in this quote document were prepared and shall be satisfied as to all conditions at the time of bidding the project and shall include in the proposal any changes that would be necessary to accomplish a complete and functional project.
- D. Shall provide all equipment, labor, materials, and supplies necessary to complete the work unless otherwise specified.
- E. **Understands that all materials shall be approved by the Contracting Officer's Representative prior to use.** The contractor must submit shop drawings for specified materials or an approved equal. Shop drawings will be reviewed and approved within 7 days. Shop drawings should include installation methods for review prior to purchase or construction.

Rock used for riprap needs to be cubic in shape. The maximum dimension for riprap is intended to be representative of the 3 primary axis for the shape. Flat, slab rock is not acceptable.

Jute blankets and straw wattle rolls shown are based on Futerra F4 netless blanket or approved equal.

Plants and seeds specified to be purchased are based on Pinelands Nursery and Ernst Conservation Seeds as suppliers or an approved equal supplier as necessary with shop drawing submittals.
- F. A Soil 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.
- G. The contractor shall be responsible for locating and protecting all utilities.

6. INTERPRETATION OF CONTRACT DOCUMENTS

- A. If any Quoter has questions about the project that arise following the site visit regarding the Drawings or Specifications, a written, emailed, or faxed request should be submitted to the Contracting Officer's Representative for interpretation or correction.
- B. Any interpretation or correction of the quote documents will be made by the Contracting Officer by Addendum. A copy of any Addendum will be posted on the sponsor's website at <https://luzernecd.org/programs/watershed-stewardship/stream-projects/hillside-dam-removal/> as soon as it is issued.

7. THE CONTRACTING OFFICER

- A. May, during the quoting period, issue Addenda to advise the Quoters of additions, omissions, alterations or clarifications of the drawings or specifications for this project.
- B. Reserves the right to reject any and all quotes that are determined to be incomplete, or who did not attend the mandatory site view.
- C. Reserves the right to reject the quote of any Quoter who fails to furnish promptly and properly all the required information, when notified to do so.
- D. Reserves the right to reject any and all quotes that exceed the grant funding available for the project.
- E. Reserves the right to reject any and all Quoters who are listed on DEP's or any Federal or State barred contractors list for violations to contracts and any Local or State laws and regulations.
- F. Reserves the right to postpone the start of construction due to unfavorable weather conditions.

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 Quote 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 quote 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.
- 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 and stream stages. The Proposed Date of Completion may be extended as needed due to extreme weather or stream flow conditions as approved by the Contracting Officer's Representative.

10. Contract Security (Performance Bond)

- A. The successful quoter 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 State 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 Federal 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 workday(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, 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 \$1,000,000.00/\$2,000,000.00; that is, \$1,000,000.00 is the limit for injury per occurrence, and \$2,000,000.00 in the aggregate. The minimum limit of Property Damage Liability shall be \$1,000,000.00 per occurrence, and \$2,000,000.00 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 awarding the contract.
- 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 Quote.
- 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 into 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 shall promptly upon receipt of notice from the Contracting Officer and without expense to the Contracting Officer, make good all damages to buildings, sites, roads, parking lots, and all aspect 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.
- B. Project work will be warranted for one (1) year from the accepted closing of the contracted work.

5. PAYMENT

- A. Upon acceptance of the work at the final inspection, the Contractor shall submit an invoice for the entire amount due to the Contracting Officer. The Luzerne Conservation District will submit a request for payment to PA DEP after the final inspection. It is anticipated the Luzerne Conservation District will receive the funds from the Growing Greener grant approximately sixty (60) days after application is made. Payment(s) shall be made by the Conservation District no later than ten (10) days after it receives the funds. Other invoicing arrangements may be negotiated between the Contractor and the Contracting Officer.

6. INDEMNIFICATION

- A. The Contractor shall indemnify and hold harmless The Lands at Hillside Farms, Luzerne Conservation District, DeAngelo Consulting (project specifications), 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, Executive Director
Luzerne Conservation District
josh@luzcd.org or 570-674-7991 extension 8

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

John Levitsky, Watershed Specialist
Luzerne Conservation District
john@luzcd.org or 570-239-1013

**CONSTRUCTION DOCUMENTS
FOR
Hillside Farm Dam Removal Project**

- 1) Rock Rip Rap Specification – to be provided at the site showing and posted as Addenda on the project webpage.**