



**LUZERNE
CONSERVATION DISTRICT**

**Eric Stevens
Pasture Fencing System**

Luzerne County, PA

Project Quote Information

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

INSTRUCTIONS TO INTERESTED CONTRACTORS

1. PROPOSALS

- A. This is an invitation for an agricultural project Quote. Quotes will be accepted as outlined below and reviewed/approved by the Conservation District Board prior to entering into a contract with the contractor(s).
- B. Quotes will be accepted for the entire project **or** for each of the main project components. Project components will consist of earthwork and fencing construction. Contractors not submitting a quote for all components must work together on timelines and project phases for completion of a successful project.
- C. The Drawings and Specifications provided are specific to this project. Failure to mention any task required to complete the project shall not relieve the Contractor(s) of responsibility to perform such work.
- D. The contract will cover all aspects of the installation of the Pasture Fencing System project on Eric Stevens' farm in Huntington Township, Luzerne County. Unless otherwise indicated, the contracts include (but are not limited to):
 - Earthwork:** Install E&S control measures, site preparation, install new animal walkway, install pasture watering area, install buried water line, construct stream crossing, complete final grading, seed and mulch all disturbed areas, as well as all other aspects as outlined in these Contract Documents and Drawings.
 - Fencing:** Construct stream exclusion fencing and stream crossing fence, construct pasture fencing, install gates and enclosures as well as all other aspects as outlined in these Contract Documents and Drawings

2. CONTRACTING OFFICER AND PROJECT SPONSOR

- A. The project is being prepared for the landowner. Funding is being provided through the Department of environmental Protection's Countywide Action Plan Implementation Grant and DEP's Growing Greener Grant Programs.
- B. The Luzerne Conservation District is acting as the Project Sponsor. The Contracting Officer for the sponsor is Joshua Longmore.
- C. Jennifer Lauri, the Contracting Officer's Representative, will be the point of contact for communication and direction between the Contracting Officer and the Contractor(s). The Contracting Officer's 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
E-mail: josh@luzcd.org

Contracting Officer's Representative

Jennifer Merryman
Luzerne Conservation District
325 Smiths Pond Road
Shavertown, PA 18708
Phone: 570-674-7991 x7
E-mail: jennifer@luzcd.org

3. INSTRUCTIONS FOR THE QUOTE FORM

- A. Quotes shall be submitted via the furnished Quote Schedule and Quote Form documents provided. Please make sure all blank spaces are filled in legibly in ink or typed, and that the Quote Schedule Form is signed at the bottom.
- B. Do not make changes to the phraseology of the Quote Schedule. Partial quotes or alternative quotes not provided for in the Quote Schedule will not be considered.
- C. The Quote Schedule and Quote Form can be submitted to the Luzerne Conservation District through the following methods:

Luzerne Conservation District

Deliver in person or mail to:

Luzerne Conservation District
325 Smith's Pond Road
Shavertown, PA 18708

Include the Contractor's name and the words "**Stevens Pasture Project – Sealed Quote**" written on the **sealed envelope**. The Quote Schedule and Quote Form must accompany the remaining pages of the required information (insurance and bond documents).

- D. Any Contractor(s) 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 Quote Form:
 - 1. For individuals, 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. Contractors do not have to provide a quote for all components described in this package. Quotes may be provided for any component (Earthwork OR Fencing) or both.
- B. **All quotes will be due to the Luzerne Conservation District office by 3:00 PM, Wednesday, October 16, 2024.** Any quotes not received by the designated date and time are invalidated. At that time all quotes will be collected, recognized, and documented publicly by the Executive Director and Contracting Officer Representative. Award of a contract shall be made at the earliest possible date from the quote due 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 provide a quote for a component(s) of the overall project, they must be willing to work with the other awarded contractor(s) to successfully complete the project. This will include arranging a sensible timeline for each component's completion.
- C. Construction to begin within **30** days of contract being awarded. The project is to be completed within the performance time specified on the Quote Form barring delay caused by severe weather

conditions. Any severe weather delay request must be submitted in writing to the Contracting Officer's Representative.

5. INTERESTED CONTRACTORS

- A. Shall attend the **mandatory site showing** at Eric Stevens' farm at **9:00 AM, October 8, 2024**, to become fully informed as to all existing conditions and limitations, including access and availability of materials.

The farm location:

685 Waterton Road
Shickshinny, PA 18655

The primary purpose of the site showing is to make sure that the interested contractor 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.

If the contractor chooses to hire a subcontractor that did not attend the site showing, any change orders requested as a result of the above-mentioned items and/or items mentioned at the site showing, may not be approved.

- B. Shall include the following items in the quote:

1. Pre-construction meeting
2. Construction layout
3. Installation of Erosion & Sediment control measures
4. Earthwork:

Installation of all practices and structures identified in project design documents, including but not limited to: install E&S control measures, site preparation, install new animal walkway, install pasture watering areas, install buried water line, install waterers and hydrants, construct stream crossing, complete final grading, seed and mulch all disturbed areas, and any other practice mentioned in designs.

Fencing:

Installation of all practices and structures identified in project design documents, including but not limited to: construct stream exclusion fencing and stream crossing fence, construct pasture fencing, install gates and enclosures, as well as all other aspects as mentioned in the 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 Project Sponsor Representative prior to use.

- E. The contractor shall be responsible for locating and protecting all utilities.

6. INTERPRETATION OF CONTRACT DOCUMENTS

- A. If any Contractor 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 Project Sponsor'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 quote documents will be made by the Project Sponsor Representative by Addendum. A copy of any Addendum will be posted on the sponsor's website as soon as it is issued:

<https://luzernecd.org/programs/agricultural-conservation/ag-bmp-projects/stevens-pasture/>

7. THE LANDOWNER AND/OR CONSERVATION DISTRICT

- A. May, during the quote period, issue Addenda to advise the Contractor(s) of additions, omissions, alterations or clarifications of the drawings or specifications for this project.
- B. Reserves the right to reject a quote from any Contractor 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 quotes 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 quotes from Contractors 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 quote acceptance 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 quotes that exceed the funding available for the project.

8. ADDITIONAL WORK

- A. Changes in the Drawings or Specifications may be made by the Project Sponsor Representative 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 25 days of project start date. The start of performance time will begin on the day identified in the 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. The Proposed Date of Completion may be extended as needed due to extreme weather conditions as approved by the Project Sponsor Representative.

10. Contract Security (Performance Bond) – EARTHWORK PORTION ONLY

- A. The successful Contractor (s) shall deliver to the Contracting Officer executed Payment and Performance Bonds each in the amount of 100% of the accepted quote 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(s) shall coordinate the work schedules with the Contracting Officer and the Project Sponsor before the Contractor(s) 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(s) 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(s), 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 \$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 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 quote.
- C. The Contractor(s) 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(s) 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 Project Sponsor. Contractor unconditionally guarantees it will, at its own expense, at the request of Contracting Officer or Project Sponsor'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 Contracting Officer, 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 completion and 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. Invoices will be submitted to the funding source and dependent on source, payment may take up to ten (10) days after the request is made.

6. INDEMNIFICATION

- A. The Contractor shall indemnify and hold harmless the Landowners, Luzerne Conservation District, Pennsylvania Department of Environmental Protection, Larson Design (project designer), 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 Representative:

Jennifer Merryman, 570-674-7991 ext. 7 or jennifer@luzcd.org

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