



**LUZERNE  
CONSERVATION DISTRICT**

**North Main Street Shavertown  
Emergency Watershed Protection (EWP)  
Program Project**

Luzerne County, PA

**Quote Package**

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

# INSTRUCTIONS TO QUOTERS

## 1. PROPOSALS

- A. This invitation for quotes is for one project at two separate sites along Toby Creek in Shavertown, PA. Contractors must submit quotes for the entire project (including both sites), however, Quote Schedules for each site must be completed.
- B. The Project Design and Technical Specifications are specific to each site but together encompass the entire project. The failure to mention any task required to complete the work at both sites shall not relieve the Contractor of the 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:
  - 1. Site #1 at 156 North Main Street, Shavertown in Kingston Township, and
  - 2. Site #2 at 207/211 North Main Street, Shavertown in Dallas and Kingston Townships.

Unless otherwise indicated, the contract includes (but is not limited to): site preparation, implementation of adequate erosion and sediment controls, excavation, installation of R-7 Riprap and stacked stone walls, installation of fencing if specified, complete final grading, and stabilization on all disturbed areas, as well as all other aspects as outlined in these proposal documents and project drawings and specifications.

## 2. CONTRACTING OFFICER AND CONTRACTING OFFICER'S REPRESENTATIVE

- A. The project is being implemented 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 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 will provide on-site quality assurance of work, monitor work progress, and determine the suitability of all work.
- D. 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](mailto: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](mailto:john@luzcd.org)

## 3. INSTRUCTIONS FOR THE QUOTE FORM

- A. Quotes shall be submitted only on hard copy of the furnished Quote Form and Quote Schedule. The Quote Schedule must be completed for **each site** using the provided form. All blank spaces are to be typed or filled in legibly in blue or black ink, and the forms must be signed as described below in Section 3.E.

- 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 Form and Quote Schedule (3 pages total) **MUST** be submitted in one **SEALED ENVELOPE** with the Contractor’s name and the words “**EWP Project - Sealed Quote**” written on the outside. Sealed quotes can be mailed or submitted in person to:
  - Luzerne Conservation District
  - 325 Smith’s Pond Road
  - Shavertown, PA 18708
- D. A Contractor may withdraw their proposal at any time prior to the scheduled closing time for receipt of proposals (see Section 4.B). Proposals may be withdrawn by written notification to the Contracting Officer.
- E. Signature requirements on the Quote forms:
  - 1. For Sole Proprietorships & Companies, an owner must sign the Quote.
  - 2. For Partnerships, a general partner must sign the Quote.
  - 3. For Corporations, the President or Vice President must sign the Quote.

**4. AWARD OF CONTRACT**

- A. Valid proposals must include the completed Quote Form and Quote Schedule for the entire project (including both sites).
- B. **Quotes will be opened at the Luzerne Conservation District office at 3:00 PM, Wednesday, December 18, 2024.** Sealed quotes must be received prior to this time or the proposal will not be considered. Award of a contract will be made at the earliest possible date from the quote opening date. Performance time will begin on or shortly after January 1, 2025, 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 \$500 for every day thereafter for each calendar day of delay until the work is completed and accepted. The Contractor must complete the first site before moving on to the second site unless the Contractor has sufficient resources to work on the sites concurrently.
- B. Construction is to begin within **30** days of the contract being awarded and completed within **60** days. The project must 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 and approved by the Contracting Officer’s Representative.

**5. INTERESTED CONTRACTORS**

- A. Shall attend the **mandatory site showing** starting at 156 North Main Street, Shavertown, PA (Behind Cook’s Pharmacy) starting at **11:00 AM on December 11, 2024**, and continuing on-foot to the 207/211 North Main Street site to review all existing conditions and limitations, including access and availability of materials.

The stream work locations are:

Site#1	Site#2
156 North Main Street	207/211 North Main Street
Shavertown, PA 18708	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 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, execution of the work.
- B. Shall include the following items in the quote:
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 practices 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 Contractor has questions about the project that arise following the site visit regarding the Drawings or Specifications, an emailed or written 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 quote 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/programs/watershed-stewardship/stream-projects/ewp-project-shavertown/>

## **7. THE CONTRACTING OFFICER/PROJECT SPONSOR**

- A. May, during the quote period, issue Addenda to advise Contractors 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 quoters 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 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 Form. The start of performance time will begin on the day identified as notice to proceed and determined after the official contract award.
- B. The Work Schedule, Start Date, and Completion Date are important and will be considered in awarding the Contract. Instream work may not begin until January 1, 2025, but must be completed by March 15, 2025.
- C. Once the Contractor has started mobilization on the Project, it will be expected that work shall proceed continuously 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 successful Contractor 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 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 the 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 anyone 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/\$2,000,000; that is, \$1,000,000 is the limit for injury per occurrence and \$2,000,000 in the aggregate. The minimum limit of Property Damage Liability shall be \$1,000,000 per occurrence and \$2,000,000 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 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 PA One-Call notification 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 and must meet applicable Erosion & Sediment Control requirements. Copies of releases signed by the landowner shall be provided to the Contracting Officer's Representative.

#### **4. WARRANTY**

- A. The Contractor unconditionally warrants that all material supplied by the 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 the Contractor will be performed in a good and workmanlike manner. The 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. The Contractor unconditionally guarantees it will, at its own expense, at the request of the 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. The Contractor will also repair any surrounding parts of the structure (and/or personal property) that are damaged due to any failure in the 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. The 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 to the Contracting Officer. An alternative invoicing/payment schedule for major phases of the projects may be negotiated during the 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, 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.

**SEE SEPARATE DESIGN & TECHNICAL  
SPECIFICATION DOCUMENTS  
FOR  
CONSTRUCTION DETAILS  
FOR EACH SITE**