



LUZERNE  
CONSERVATION DISTRICT

## **Stevens Agricultural BMP Project – Phase II**

Huntington Township, Luzerne County, PA

### **Project Bidding Information**

# INSTRUCTIONS TO BIDDERS

## 1. PROPOSALS

- A. This is an invitation to bid on an agricultural best management practice (BMP) project. Bids are being accepted on behalf of the landowner, Eric Stevens. The Luzerne Conservation District Board of Directors will review and approve the bids before the landowner enters into a contract with the contractor(s).
- B. Bids will be accepted for the entire project or for project components consisting of earthwork, concrete, building construction, and well installation. Contractors not submitting a bid for all components must work with other contractors on timelines and project phases to complete the project successfully.
- C. The Project Design and Technical Specifications provided are specific to this project. The failure to mention any task required to complete the project shall not relieve the contractor(s) of responsibility for performing such work.
- D. The contract will cover all aspects of installing the Agricultural BMP Project on Eric Stevens's farm in Huntington Township, Luzerne County. Unless otherwise indicated, the contract(s) will include (but are not limited to):
  - **Earthwork:** Install Erosion & Sediment Control measures, perimeter drain, underground outlets, site preparation, compact fill, and stone to reach subgrade elevations, place stone base under concrete, install surface water controls, install outlet pipes and rock apron, install and connect livestock pipeline, install access road, complete final grading, seed all disturbed areas, as well as all other aspects as outlined in the Project Bid Documents, Design Drawings, and Technical Specifications.
  - **Concrete:** Install form and reinforcing for waste storage concrete and Heavy Use Area (HUA) concrete, concrete floor, forming for concrete walls, install concrete walls, install concrete apron, install scrape lane, install feed table, install access pad, steel posts to be set in concrete, install concrete pad for pumping plant, as well as all other aspects as outlined in the Project Bid Documents, Design Drawings, and Technical Specifications.
  - **Building:** Construct roof, install roof runoff items, install fencing on areas indicated on drawings, install gates & slant bars as well as interior pens, construct an insulated room for pumping plant, install waterers on the pad, and other aspects as outlined in the Project Bid Documents, Design Drawings, and Technical Specifications.
  - **Well:** Drilling of and installation of livestock watering well as outlined in the Project Bid Documents, Design Drawings, and Technical Specifications.

## 2. CONTRACTING OFFICER AND PROJECT SPONSOR

- A. The project is being prepared for the landowner. The contract will be between the landowner and the Contractor(s). The Luzerne Conservation District is acting as the Project Sponsor. The Luzerne Conservation District will assist the landowner with accepting bids for the project. Funding is being provided through the Agricultural Conservation Assistance Program and a PA DEP Growing Greener Grant.
- C. Jennifer Merryman, the Project Sponsor Representative, will be the point of contact for communication and direction between the Contracting Officer, the Project Sponsor, and the

Contractor(s) and will provide on-site quality assurance of work, monitor work progress, and determine the suitability of all work.

D. Contact information:

**Landowner**

Eric Stevens  
Landowner  
685 Waterton Road  
Shickshinny, PA 18655  
Phone: 570-332-5813

**Project Sponsor Representative:**

Jennifer Merryman  
Luzerne Conservation District  
325 Smiths Pond Road  
Shavertown, PA 18708  
Phone: 570-674-7991 ext. 7  
E-mail: jennifer@luzcd.org

### 3. INSTRUCTIONS FOR THE BID FORM

- A. Bids shall be submitted only on a hard copy of the furnished Bid Schedule and Bid 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 Bid Schedule. Partial bids (except for as provided for in Section 4.A. below) or alternative bids not provided for in the Bid Schedule will not be considered.
- C. The Bid Schedule and Bid Form **MUST** be submitted in one SEALED ENVELOPE with the Contractor's name and the words "**Stevens Phase II – Sealed Bid**" written on the outside. Sealed quotes can be mailed or submitted in person to:

Luzerne Conservation District  
325 Smiths Pond Road  
Shavertown, PA 18708

The Bid Schedule and Bid Form must accompany the remaining pages of the required information (insurance and bond documents).

- 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 Project Sponsor's Representative.
- E. Signature requirements on the Bid Form:
  - 1. For Sole Proprietorships & Companies, an owner must sign the Bid.
  - 2. For Partnerships, a general partner must sign the Bid.
  - 3. For Corporations, the President or Vice President must sign the Bid.

### 4. AWARD OF CONTRACT

- A. Contractors do not have to provide a bid for all components described in this package. Bids may be provided for any component described in Section 1.D. above (Earthwork, Concrete, Building, Well) or all.
- B. **Bids will be opened at the Luzerne Conservation District office at 3:00 PM, Wednesday, February 19, 2025.** At that time all bids will be collected, recognized, and documented publicly by the Executive Director and ACAP Coordinator. Sealed bids must be received prior to this time, or the proposal will not be considered. Award of a contract shall be made as soon as possible after the bid opening. Performance time will begin when the contract has been executed 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 or accepted. If the contractor chooses to provide a bid 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 in a timely manner. This will include arranging and following a sensible timeline for each component's completion.

- C. Construction is to begin within **30** days of the contract being awarded. The project must be completed within the performance time specified on the Bid Form barring delays caused by severe weather conditions. Any severe weather delay request must be submitted in writing to the Landowner and the Project Sponsor.

## 5. INTERESTED CONTRACTORS

- A. Shall attend the **mandatory site showing** at Eric Stevens's farm at **685 Waterton Road, Shickshinny, PA 18655** at **10:00 AM, February 10, 2025**, to review all existing conditions and limitations, including access and availability of materials, etc. *Contractors bidding only on the Well portion of the project are not required to attend the site showing.*

The primary purpose of the site showing is to make sure that the interested Bidders have inspected the site and have 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 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: forms and reinforcing for waste storage concrete, concrete floors, forms and reinforcing for concrete walls, roof gutters, walkways, access lanes, underground outlet, installation of pumphouse room, drilling of and installation of livestock water well, installation of fencing and gates, complete final grading, stabilization of all disturbed areas and any other practice mentioned in designs.
    - 6. All enclosures for the new structure including, but not limited to, gates, headgates/headrails, and interior pens.

- 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. 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 following the site showing regarding the Project Design and Technical Specifications or any other factor, an emailed or written request should be submitted to the Project Sponsor's Representative for interpretation, clarification, or correction followed by a phone call to confirm receipt and understanding of the inquiry.
- B. Any interpretation, clarification, or correction of the bid 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-project-ph2/>

## **7. THE LANDOWNER AND/OR CONSERVATION DISTRICT**

- A. May, during the bidding period, issue Addenda to advise the Contractor(s) of additions, omissions, alterations, or clarifications of the Project Design and Technical Specifications for this project.
- B. Reserves the right to reject a bid 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 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 bids from Contractors who are listed on DEP's or any Federal or State barred contractors list for violations of 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 bid acceptance and contracting process for reasons that may arise that are outside of the Landowner's or Project Sponsor's control.
- G. Reserves the right to reject any and all bids that exceed the funding available for the project.

## **8. ADDITIONAL WORK**

- A. Changes in the Project Design and Technical 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 Bid Form, such work shall be done at a price that shall first be agreed to, in writing, by the Contractor, the Landowner, and the Project Sponsor 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 the 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, 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 completion date may be extended as needed due to extreme weather conditions as approved by the Project Sponsor Representative.
- D. The project will proceed per the following schedule:  
 \*Following a pre-construction meeting with the landowner, contractor(s), project inspector, and project sponsor representative.

Phase 1:	<i>Earthwork Contractor</i>	Estimated workdays	Allowable Timeframe
Complete a PAOne-Call for the project, install necessary E&S measures, mobilize equipment on site, prepare site location: strip topsoil and excavate until good stable soil is reached, prepare site with compacted fill and stone to reach subgrade elevation, install perimeter drain, prepare building footers to the designed elevation, prepare building footers with stone, prepare building floor under concrete with designed stone elevation, install surface water controls, coordinate with well contractor, prepare concrete slab for pump room, install electric wire conduit, install water line to building		14	To begin within 30 days of contracting
Phase 2:	<i>Concrete Contractor</i>		
Prior to concrete placement, a concrete mix must be submitted and approved by the project designer, place steel and forms in preparation for concrete footers, concrete footer placement, place the steel and forms for concrete floor, concrete floor placement, slab for pump room, prepare for concrete wall placement with forms and steel, pour concrete walls and curbing		7	To begin within 30 days of Phase 1 being completed
Slab concrete/floors must cure a minimum of 7 days before equipment can be allowed on the concrete		7	
Forms for walls shall not be removed for at least 24 hours after placing concrete. Forms removed in less than 7 days must be sprayed with curing compound.		3-7	

Walls shall be allowed to cure for a minimum of 7 days before installing “ <b>drill set</b> ” post bracket anchors.		7	
Walls shall be allowed to cure for a minimum of 3 days before installing posts in/on “ <b>wet set</b> ” brackets		3	
Phase 3:	<i>Building Contractor</i>		
Install post bracket after concrete has cured to allowable withholding time, construct roof, install roof runoff items, construct timber frame pump room, install any gates noted in design, install electric and water well components, install planned fence once the <i>Earthwork Contractor</i> has completed their portion of the practice		6	To be completed within 90 days of Phase 2
Phase 3:	<i>Earthwork Contractor</i>		
Complete installation of perimeter drains and stormwater pipes, installation of outlet pipes and rock apron, connect downspouts, water control structures, and backfill. Install access road. Reseed and mulch all disturbed areas.		7	To be completed within 30 days of Phase 2

## 10. BID & CONTRACT SECURITY (BONDS)

- 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 Project Sponsor, and as authorized to transact business in the Commonwealth 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 Project Sponsor prior to execution of the formal Contract.

# GENERAL CONDITIONS

## 1. WORKING SCHEDULE

- A. The Contractor(s) shall coordinate the work schedules with the Landowner and the Project Sponsor before the Contractor(s) begins work on this Contract. No work requiring the presence of the Project Sponsor'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 Project's Sponsor 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 anyone directly or indirectly employed by either of them.
- B. The Contractor shall protect himself, the property owner, the Project Sponsor, the Project Sponsor's Representative, and the Landowner 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 Project Sponsor and shall be subject to approval by the Project Sponsor for adequacy of protection. No work shall be started at the site until appropriate Certificates of Insurance are filed with and approved by the Project Sponsor.

## 3. LAWS, PERMITS AND REGULATIONS

- A. All necessary regulatory permits will be the responsibility of the Landowner 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 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 Project Sponsor'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 Project Sponsor'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 Project Sponsor. The Contractor unconditionally guarantees it will, at its own expense, at the request of 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. 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 Landowner or the Project Sponsor.
- B. The Contractor shall promptly upon receipt of notice from the Project Sponsor and without expense to the Landowner or the Project Sponsor, make good all damages to buildings, sites, roads, parking lots, and all aspects thereof which in the opinion of the Project Sponsor 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 Project Sponsor. 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 \$100,000, the district may need to submit a request for payment to the funding agencies 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, PA Department of Environmental Protection, Larson Design Group (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 Project Sponsor:

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 Landowner and Project Sponsor's Representative:

Eric Stevens, 570-332-5813

Jennifer Merryman, 570-674-7991 ext. 7 or [jennifer@luzcd.org](mailto:jennifer@luzcd.org)

**SEE SEPARATE DESIGN & TECHNICAL  
SPECIFICATION DOCUMENTS  
FOR CONSTRUCTION DETAILS  
FOR THE PROJECT**