

## **Montour Area Recreation Commission 2016 Mowing and Weed Control Invitation to Bid Application Terms and Conditions**

Sealed bids for mowing and weed control at the various properties managed by the Montour Area Recreation Commission (MARC) will be received by MARC at any time until Monday, February 8, 2016 at 7:00pm, at which time they will be publicly opened and read aloud during MARC's regular meeting in the Montour Preserve Environmental Education Center, 700 Preserve Rd, Danville, PA 17821.

Specifications and bid forms may be obtained online at <http://www.MontourRec.com> or by submitting a request in writing or by telephone or email to:

Montour Area Recreation Commission  
PO Box 456, Danville, PA 17821  
570-336-2060 or [RStoudt@MontourRec.com](mailto:RStoudt@MontourRec.com)

Each bid shall be enclosed in a sealed envelope, plainly marked with '2016 Lawn Care Bid', and mailed via the U.S. Postal Service to MARC at the address listed above. Sealed bids may also be hand-delivered to MARC between 6:30pm and 6:59pm at the Montour Preserve Environmental Education Center before the February 8<sup>th</sup> meeting. Bids may be withdrawn by bidders for any reason for a period of forty eight (48) hours after the time of bid opening. After forty eight (48) hours from bid opening, bids may not be withdrawn for a period of sixty (60) days.

A certified Treasurer's Check, a Cashier's Check or a Bid Bond secured by a Corporate Surety approved by the Commonwealth of Pennsylvania in the amount of ten (10) percent of the entire bid amount must accompany the bid. Or, the successful bidder may furnish a Performance Bond in the amount of the Contract as awarded as security for the faithful performance of the Contract as awarded as payment of all persons, firms or corporations to whom the Contractor may become legally indebted in performing the work. A corporate surety approved to do business in the Commonwealth of Pennsylvania shall issue said bonds. In lieu of a Performance Bond, MARC will accept an irrevocable letter of credit or cash escrow in the amount of the Contract as awarded.

The successful bidder shall be required to furnish to MARC insurance certificates evidencing General Liability Insurance coverage, Automobile Insurance coverage and Workers' Compensation Insurance coverage. Evidence of said insurance coverage shall be required at the time of bid submittal. The successful bidder shall also be required to sign an unconditional waiver of mechanics' and materialmen's liens against Montour, LLC (c/o Real Estate Services, 835 Hamilton St, PL6, Suite 150, Allentown, PA 18101). Waivers shall be filed by MARC in the office of the Prothonotary of Montour County, Pennsylvania.

Any exceptions to these specifications must be so noted. Bids must be submitted on the official proposal form enclosed with this packet. All line items must be completed and no other marks are to be made thereon. All proposals must be signed. MARC reserved the right to accept or reject any and all bids in part, or in full, and to waive any defect or informalities in the bid procedure in part, or in full, and to award the contract in the best interest of MARC.

## GENERAL CONDITIONS

1. All bidders are required to attend site visits with a MARC representative to the locations included in this contract. The visits will be conducted Monday, January 25, 2016 from 8:00am to 12:00pm. In the event of bad weather, the visit will be rescheduled to Thursday, January 28, again from 8:00am to 12:00pm. Prospective bidders must contact Bob Stoudt, MARC Director, at either (570) 336-2060 or [RStoudt@MontourRec.com](mailto:RStoudt@MontourRec.com) to register for this visit.
2. The contract term will extend from April 1, 2016 to November 15, 2016, unless otherwise noted.
3. Mowing services will be provided no more than one (1) time per week at each location unless MARC authorizes a revision to this schedule. MARC reserves the right to reduce the total cuts per season depending on weather or other conditions. Weed control will be provided as needed on the areas defined in the bid sheet document as determined and authorized by MARC.
4. The contractor shall supply all necessary labor, equipment and materials except as noted in this document. Submitted with bid will be a list of equipment that the contractor will use for this work. This equipment shall be available for inspection at the request of MARC.
5. The contractor shall mow athletic fields only on weekdays between the hours of 7:00am and 3:00pm. Properties other than athletic fields may be mowed at other times as needed. Any questions or concerns by field users should be directed to MARC at (570) 336-2060.
6. Contractor shall remove harmful objects such as glass bottles or other litter from the path of mowing equipment. Contractor is to notify MARC in the event that litter becomes excessive to the point of being outside the normal scope of work.
7. The contractor will trim around all site amenities/ improvements, including but not limited to, fencing, benches, signs, dugouts, planters, paths and trash receptacles. Weed control spray can only be used at the Hess Recreation Area and East Branch Recreation Area as specified on pages 5 and 7 of this document.
8. Mechanical trimmers must not be used to control weeds around tree bases.
9. Contractor shall be responsible for, and shall restore at his/her expense, all damage to the property caused by the Contractor in the performance of the work which was not reasonably foreseeable as a consequence of the Contractor's performance of this contract.
10. Contractor or subcontractors must be a Pennsylvania Department of Environmental Protection licensed pesticide applicator. Proof of license must be provided at the time of bid submittal. All spraying will be performed in compliance with state regulations.
11. Proof of required insurance coverage as outlined in this bid specification must be submitted to MARC prior to the start of the contract term.

## **GENERAL CONDITIONS (continued)**

12. A performance bond or accepted substitute meeting the terms specified on “Invitation to Bid” must be submitted to MARC prior to the start of the contract term.
13. Contractor will submit three contract names of references with bid.
14. All subcontractors needed to complete the specifications of the contract need to be listed on the signature page of this bid document. Subcontractors are subject to the same rules and conditions as the primary contractor.
15. Only fully completed bid applications will be accepted. MARC reserves the right to reject any partial applications.
16. Contractor shall invoice MARC monthly for services rendered. Such invoices shall clearly identify the dates of service, location(s) serviced and the cost per location.

## INSURANCE TERMS AND CONDITIONS

The Contractor (and subcontractors if applicable) shall, at his/her own cost and expense, purchase and maintain in force for the duration of the contract the forms of insurance coverage described hereafter. Subcontractors must produce the same certificates and policies as required of prime contractors, or the prime contractors must submit copies of all policies to which must be attached endorsements indicating that the prime contractors insurance policy covers the subcontractors to the full extent required by the contracts. Such insurance shall be carried with financially responsible insurance companies, licensed to do business in the Commonwealth of Pennsylvania.

- A. General Liability Insurance – Coverage with a minimum limit of liability per occurrence of one million dollars (\$1,000,000.00) for bodily injury and one hundred thousand (\$100,000.00) for property damage. This insurance shall indicate on the certificate of insurance coverage for Independent Contractors and Subcontractors. The Montour Area Recreation Commission (PO Box 456, Danville, PA 17821) and Montour, LLC (c/o Real Estate Services, 835 Hamilton St, PL6, Suite 150, Allentown, PA 18101) shall be added as Additional Insured Parties.
- B. Automobile Liability Insurance – Coverage with a minimum limit of liability per occurrence of one million dollars (\$1,000,000.00) for bodily injury and one hundred thousand dollars (\$100,000.00) for property damage.
- C. Workers Compensation Insurance Statutory – Provision of workers compensation insurance in compliance with the Workmen’s Compensation Act of the Commonwealth of Pennsylvania.

Before beginning work, the contractor shall also be required to sign an unconditional waiver of mechanics’ and materialmen’s liens against Montour, LLC (c/o Real Estate Services, 835 Hamilton St, PL6, Suite 150, Allentown, PA 18101). Waivers shall be filed by MARC in the office of the Prothonotary of Montour County, Pennsylvania.

If, at any time, any of the foregoing policies become unsatisfactory to MARC, as to form or substance, the Contractor shall, upon notice to that effect from MARC, obtain a new policy and submit the same for approval to MARC. Upon failure of the contractor to furnish, deliver and maintain such insurance as provided above, this contract, at the discretion of MARC, may be forthwith declared suspended, discontinued or terminated. Failure of the contractor to take out and/or maintain, or the taking of and or maintenance of any required insurance, shall not relieve the contractor from any liability under this contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the contractor concerning indemnification.

**OFFICIAL BID FORM  
2016 MARC MOWING AND WEED CONTROL**

**SITE 1 - HESS RECREATION AREA**

We propose to furnish mowing and weed control services for the Hess Recreation Area according to your specifications as follows:

**Mowing**

Area 1 – Athletic fields and common ground

Description: Open field areas in main athletic complex (10.5 acres +/-)

Cost per cut \$ \_\_\_\_\_

Total maximum cost per contract term

Use frequency of once/week during season or 30 cuts total

\$ \_\_\_\_\_

(Note: MARC will determine the actual start date for mowing)

Area 2 - Street access and trails

(a) Area 5ft on either side of the park access road (where possible)

(b) Area of grass bike path parallel to Rt. 54 (approx. 10ft wide x 5,300ft long)

(c) Area of grassy path at power lines in meadow (approx. 8ft wide x 550ft long)

Cost per cut \$ \_\_\_\_\_

Total maximum cost per contract term

Use frequency of twice a month during season or 15 cuts total

\$ \_\_\_\_\_

(Note: MARC will determine the actual start date for mowing)

**Trimming**

Description: weed-whacking, brush-hog or similar trimming of vegetation along trails and in locations not suitable for regular mowing

(1) Area around main park entrance gate, kiosk, garden and trees

(2) Mahoning Flats trail, from trailhead parking lot to roughly 200 yards north of the ‘Meditation Meadow’ pergola (total length 1,600ft; average width 5ft)

Cost per cut \$ \_\_\_\_\_

Total maximum cost per contract term

Use frequency of twice a month during season or 15 cuts total

\$ \_\_\_\_\_

(Note: MARC will determine the actual start date for trimming)

**OFFICIAL BID FORM  
2016 MARC MOWING AND WEED CONTROL**

**SITE 1 - HESS RECREATION AREA (cont'd)**

**Herbicide / Weed control**

Includes:

1. Baseball and softball field fences, dugouts, bleachers, etc.
2. Main parking lot edge area (keep grass from encroaching into the stone)
3. Skatepark perimeter
4. Mahoning Flats trailhead parking lot and kiosk
5. Main park entrance handicapped parking area and kiosk

Cost per visit \$ \_\_\_\_\_

Total maximum cost per contract term

Use frequency of once per month April – August or 5 treatments total

\$ \_\_\_\_\_

(Note: MARC will determine the actual start date for treatments and may request more or less treatments if conditions warrant)

**TOTAL MAXIMUM YEARLY COST FOR SITE 1**

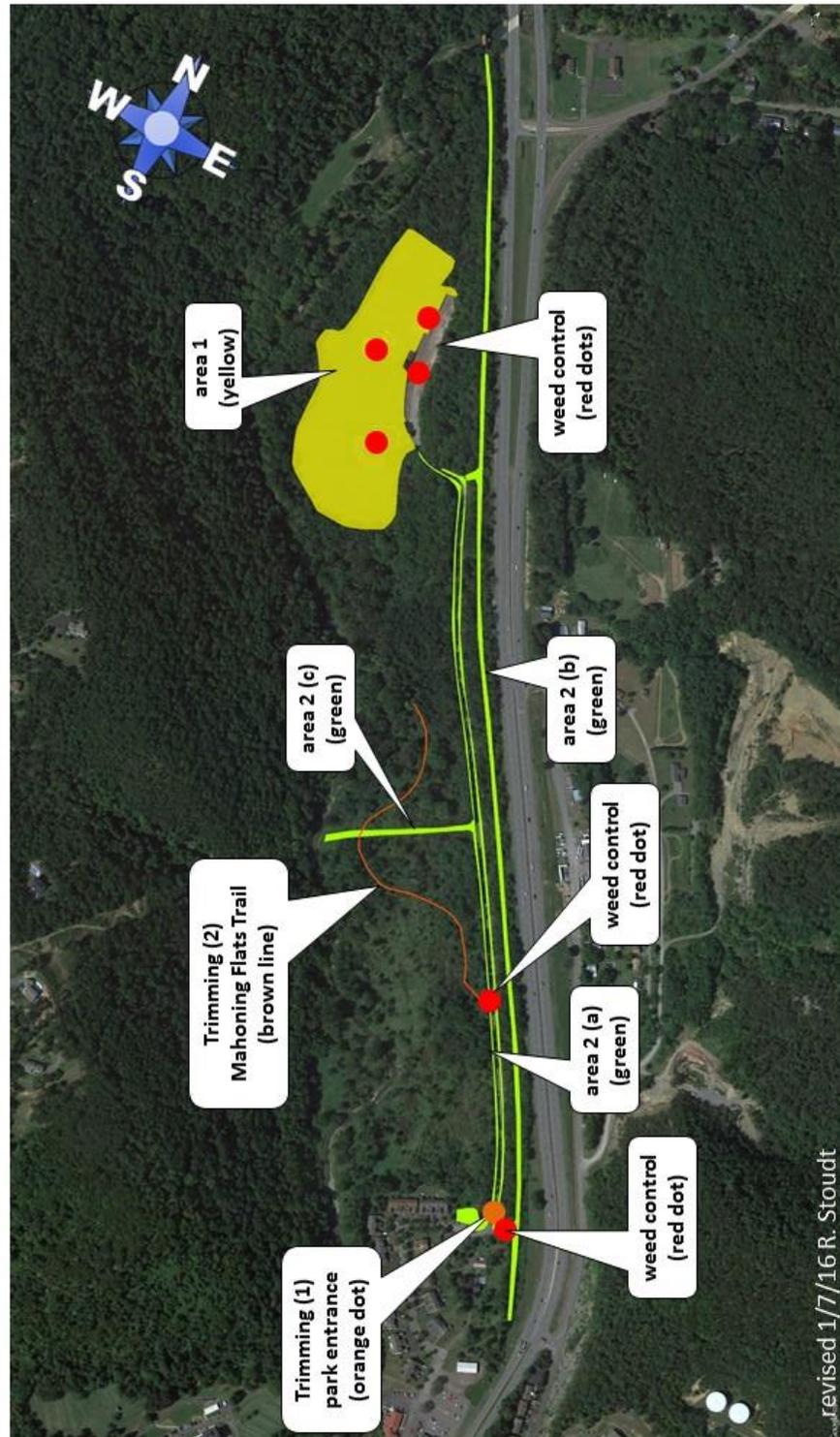
\$ \_\_\_\_\_

**(INCLUDES MOWING AREA 1 + MOWING AREA 2 + TRIMMING  
+ HERBICIDE/WEED CONTROL; PLACE THIS VALUE ON PAGE 20)**

OFFICIAL BID FORM  
2016 MARC MOWING AND WEED CONTROL

**SITE 1 - HESS RECREATION AREA (cont'd)**

2016 Montour Area Recreation Commission  
Mowing and Weed Control Map  
Site 1 – Hess Recreation Area



**OFFICIAL BID FORM  
2016 MARC MOWING AND WEED CONTROL**

**SITE 2 – EAST BRANCH RECREATION AREA**

**NOTE TO BIDDERS:** MARC maintenance of this site is currently contracted through April 30, 2016. Though MARC anticipates maintaining this site through 2016, we cannot guarantee this at this time. Bidders are cautioned they may or may not be required to maintain this site after April 30, 2016.

We propose to furnish mowing and weed control services for the East Branch Recreation Area property according to your specifications as follows:

**Mowing**

Athletic fields and common grounds

Description: Three multipurpose fields, adjacent areas around parking lot and access road (7.9 acres +/-)

Cost per cut \$ \_\_\_\_\_

Total maximum cost per contract term

Use frequency of once/week during season or 30 cuts total  
(Note: MARC will determine the actual start date for mowing)

\$ \_\_\_\_\_

**Trimming/Weed control**

parking lot edge and access road fence/boulders – keep vegetation controlled around fence posts/boulders

Cost per visit \$ \_\_\_\_\_

Total maximum cost per contract term

Use frequency of once per month during season or 6 treatments total  
(Note: MARC will determine the actual start date and frequency of treatments)

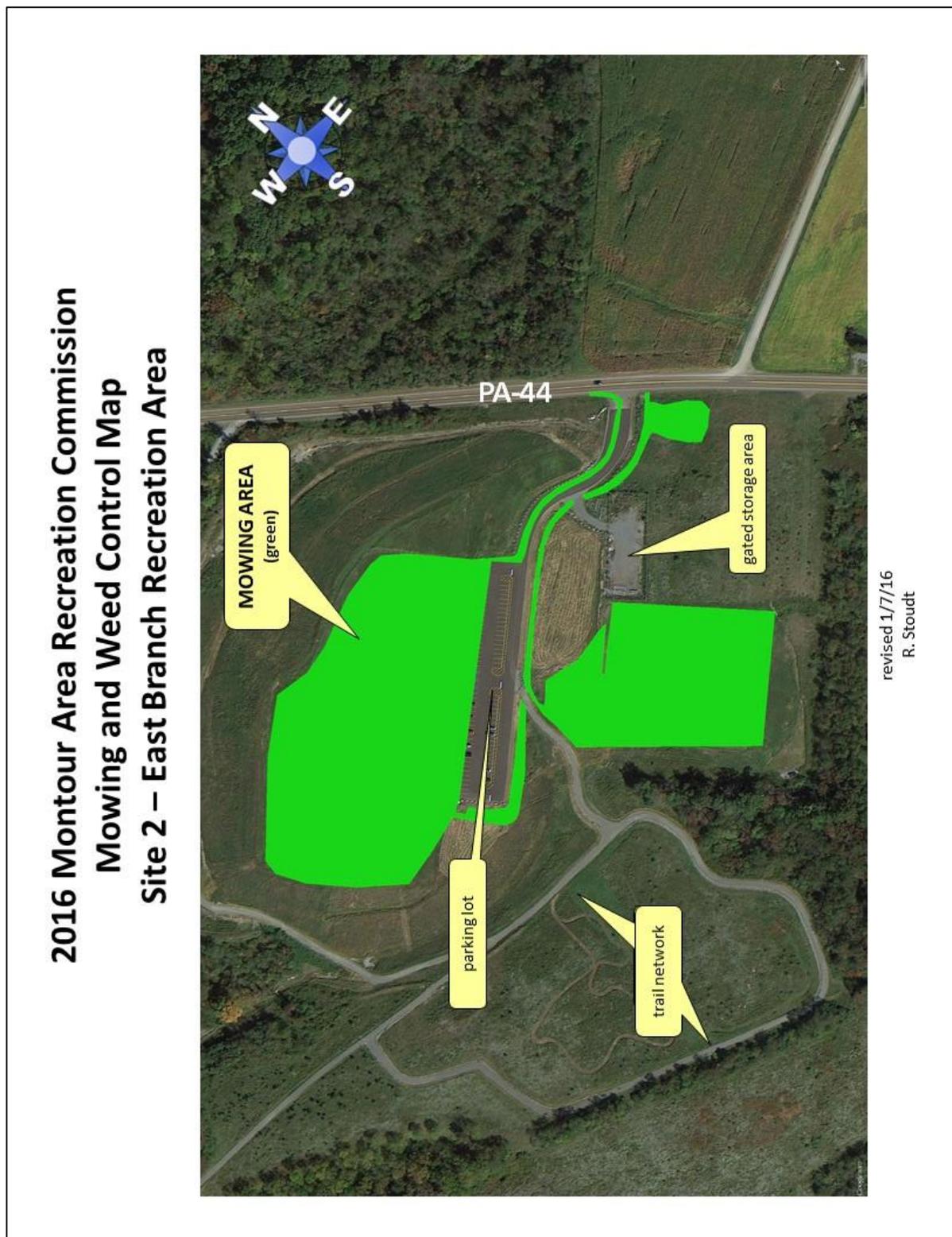
\$ \_\_\_\_\_

**TOTAL MAXIMUM YEARLY COST FOR SITE 2  
(INCLUDES MOWING + TRIMMING/WEED CONTROL)**

**\$ \_\_\_\_\_  
(PLACE ON PAGE 20)**

OFFICIAL BID FORM  
2016 MARC MOWING AND WEED CONTROL

**SITE 2 – EAST BRANCH RECREATION AREA (cont)**



**OFFICIAL BID FORM  
2016 MARC MOWING AND WEED CONTROL**

**SITE 3 – RIVER DRIVE TRAILHEAD PARCEL**

We propose to furnish mowing services for the River Drive Trailhead parcel according to your specifications as follows:

**Mowing (brush-hog)**

Lot is vacant land with numerous trees and obstacles (2.5 acres +/-). Site is being transformed into a trailhead parking area. Many obstacles exist on the site. Contractor will likely need to use a brush-hog type mower to maintain this site.

Cost per cut \$ \_\_\_\_\_

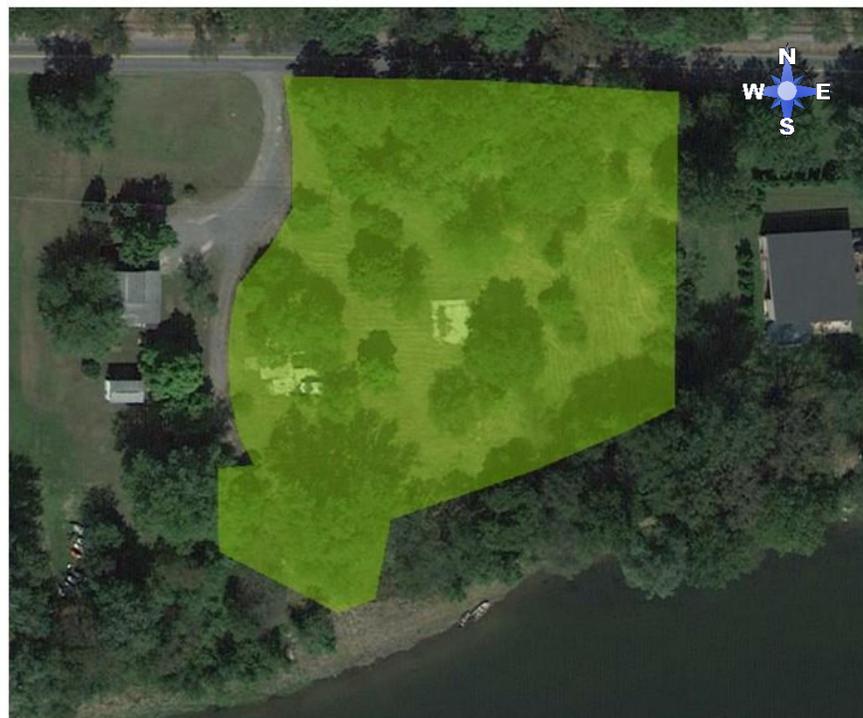
Total maximum cost per contract term

Use frequency of once/two to three weeks during season or 15 cuts total

\$ \_\_\_\_\_

(Note: MARC will determine the actual start date and frequency of mowing) **(PLACE ON PAGE 20)**

**2016 Montour Area Recreation Commission  
Mowing and Weed Control Map  
Site 3 – River Drive Trailhead Parcel**



revised 1/7/16 R. Stoudt

**OFFICIAL BID FORM  
2016 MARC MOWING AND WEED CONTROL**

**SITE 4 – HOPEWELL PARK**

We propose to furnish mowing services for Hopewell Park according to your specifications as follows:

**Mowing**

2.4 acres +/- of park common areas. Some trees and other features exist.

Cost per cut \$ \_\_\_\_\_

Total maximum cost per contract term

Use frequency of once/week during season or 30 cuts total

(Note: MARC will determine the actual start date for mowing)

\$ \_\_\_\_\_  
**(PLACE ON PAGE 20)**

**2016 Montour Area Recreation Commission  
Mowing and Weed Control Map  
Site 4 – Hopewell Park**



revised 1/7/16 R. Stoudt

**OFFICIAL BID FORM  
2016 MARC MOWING AND WEED CONTROL**

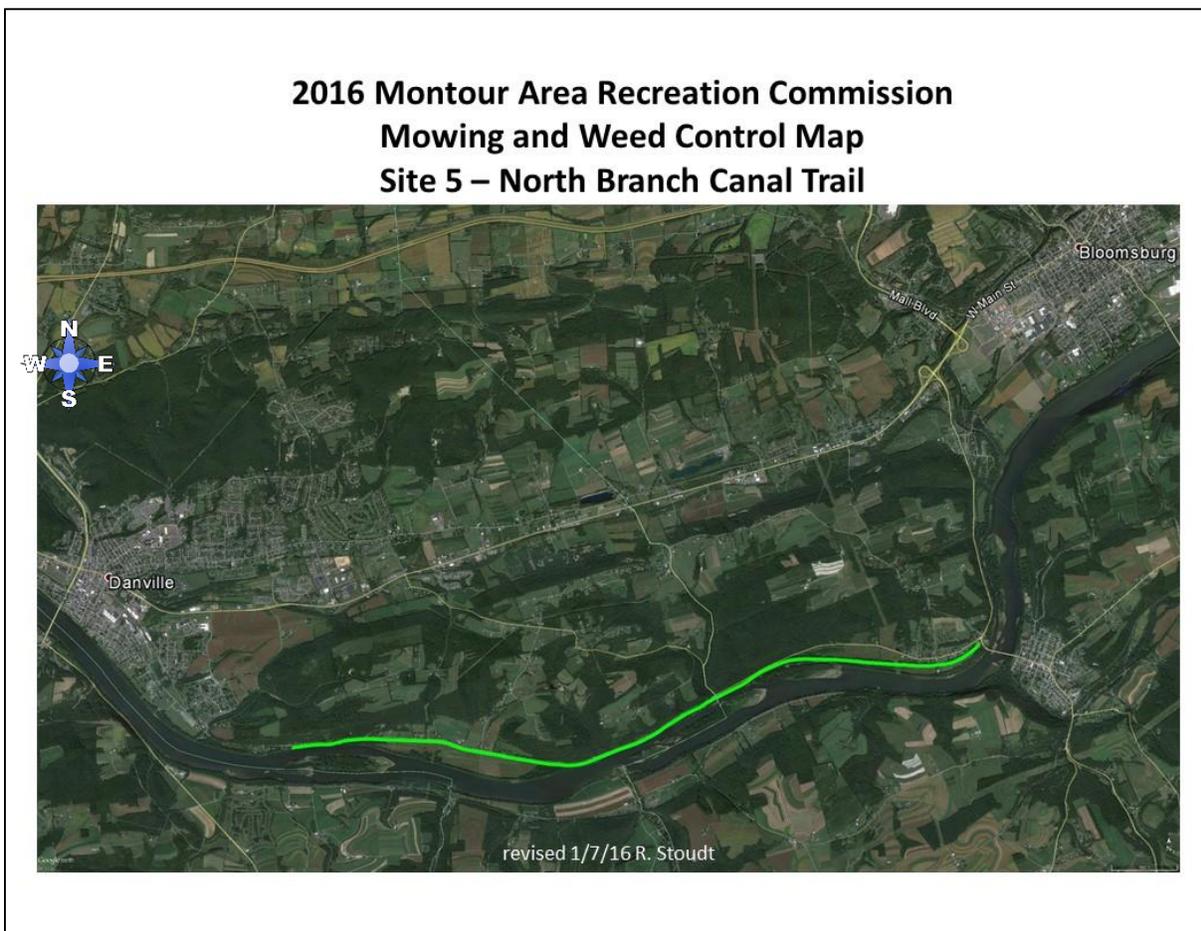
**SITE 5 – NORTH BRANCH CANAL TRAIL**

**NOTE TO BIDDERS:** This trail is currently under construction and the contractor’s mowing responsibilities will increase through the season. When complete, the trail will be 6.2 miles long. At this time, 3.8 miles of trail are ready for mowing, accessible from four entry points. Average trail width will be 60 inches, though some portions of the trail are narrower. **Bidders are strongly cautioned that hazardous conditions exist along this trail, including steep slopes, water and other hazards.** The contractor must use not more than a 40 inch-wide walk-behind (not riding) mower for this site. Because the scope of responsibilities for this site will change through the season, this site will be bid on an hourly rate.

We propose to furnish mowing services for the North Branch Canal Trail property according to your specifications as follows:

**Mowing**

Cost per cut \$            /hour  
(PLACE ON PAGE 20)



**OFFICIAL BID FORM  
2016 MARC MOWING AND WEED CONTROL**

**SITE 6 – MONTOUR TOWNSHIP PARCEL**

MARC is responsible for mowing of the vacant parcel located at 208 Legion Road, Catawissa, PA 17820. The parcel is owned by Montour Township (Columbia County). This parcel is used for maintenance access to the North Branch Canal Trail.

We propose to furnish mowing services for the Montour Township parcel according to your specifications as follows:

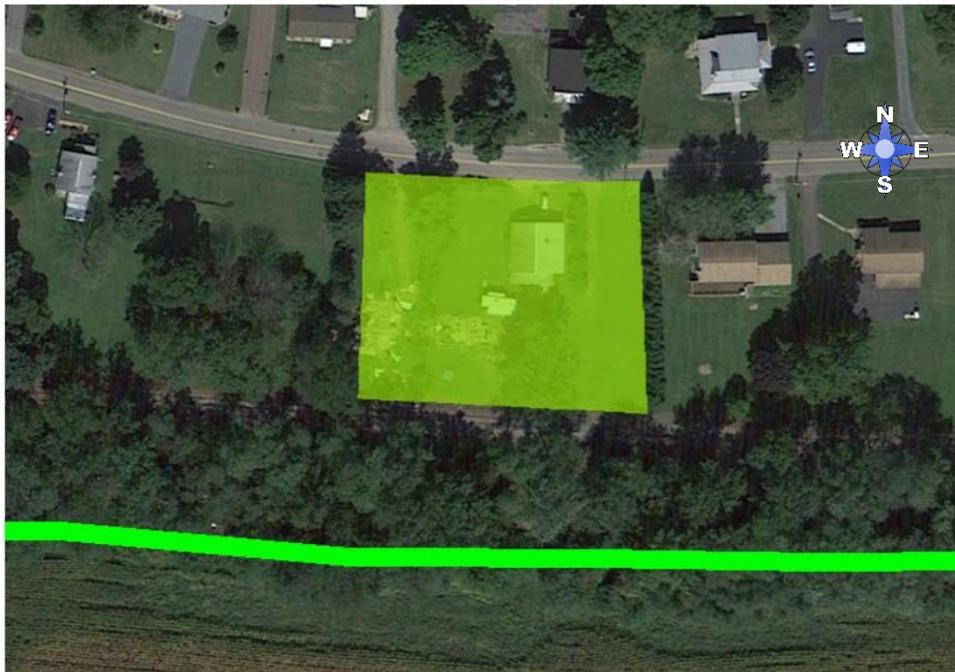
**Mowing**

0.8 acres +/- of rough grass. Some trees and other features exist.

Cost per cut \$ \_\_\_\_\_

Use frequency of once/two to three weeks during season or 15 cuts total \$ \_\_\_\_\_  
(Note: MARC will determine the actual start date and frequency of mowing) **(PLACE ON PAGE 20)**

**2016 Montour Area Recreation Commission  
Mowing and Weed Control Map  
Site 6 – Montour Township Parcel (208 Legion Rd, Catawissa, PA 17820)  
**NOTE: imagery is old; structures have been removed****



**OFFICIAL BID FORM**  
**2016 MARC MOWING AND WEED CONTROL**

**SITE 7 – MONTOUR PRESERVE**

We propose to furnish mowing services for the Montour Preserve according to your specifications as follows:

**Mowing/Trimming**

22.2 acres +/- of park common areas and grass trails.

Cost per cut \$ \_\_\_\_\_

Total maximum cost per contract term

Use frequency of once/week during season or 30 cuts total  
(Note: MARC will determine the actual start date for mowing)

\$ \_\_\_\_\_

**Trail Mowing/Trimming**

0.9 acres +/- of trails. These trails are mixed surface (grass, mulch, stone) and must be accessed across wooden pedestrian bridges. Heavy and/or wide (more than 48" wide) equipment cannot be used.

Cost per cut \$ \_\_\_\_\_

Use frequency of once/two weeks during season or 15 cuts total  
(Note: MARC will determine the actual start date and frequency of mowing)

\$ \_\_\_\_\_

**Brush Hog Cutting**

1.6 acres +/- cut only when needed for special event parking.

Cost per cut \$ \_\_\_\_\_

Total maximum cost per contract term

Use 3 cuttings  
(Note: MARC will request specific dates for cutting)

\$ \_\_\_\_\_

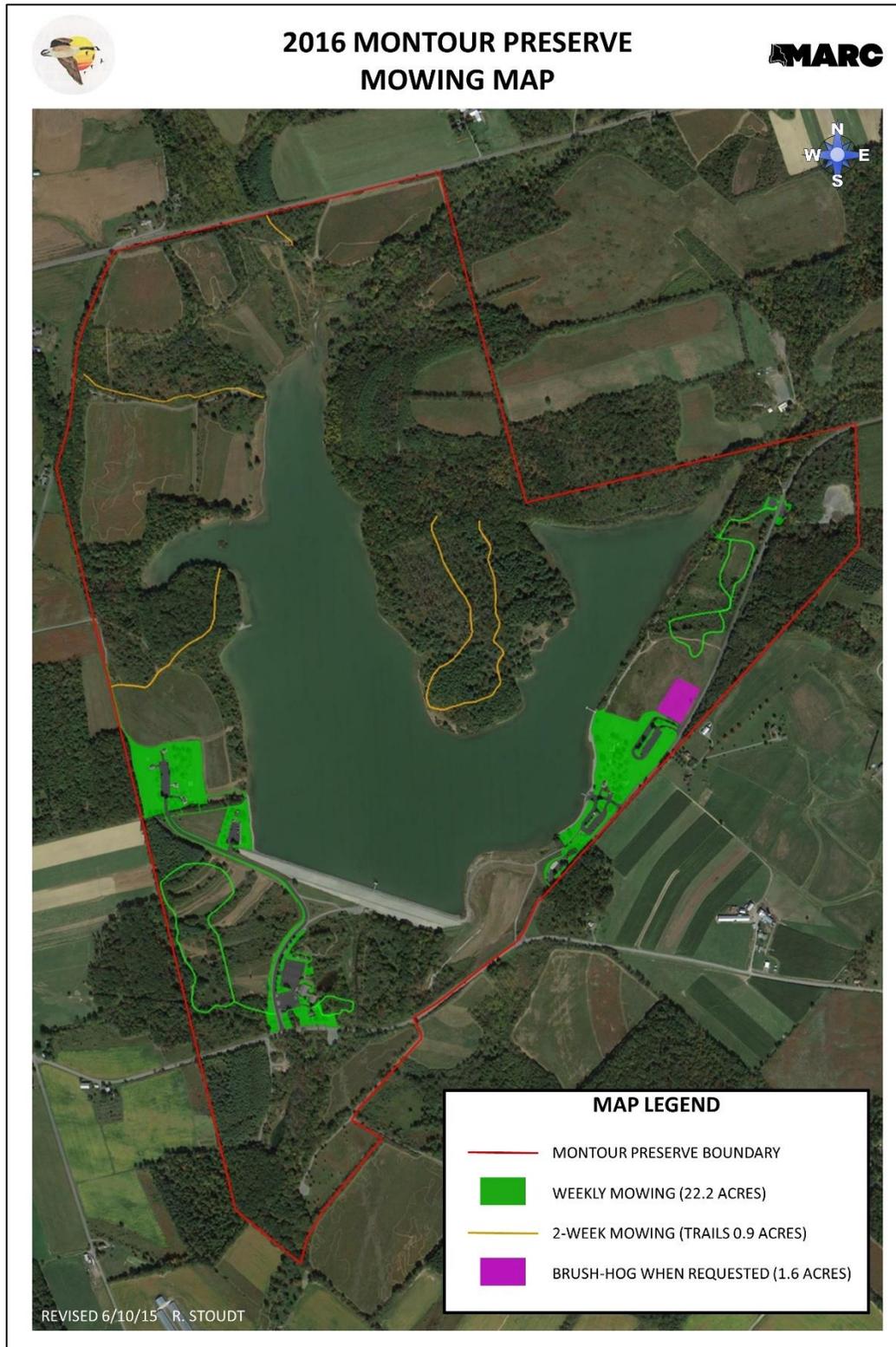
**TOTAL MAXIMUM YEARLY COST FOR SITE 7**

\$ \_\_\_\_\_

**(PLACE ON PAGE 20)**

**OFFICIAL BID FORM  
2016 MARC MOWING AND WEED CONTROL**

**SITE 7 – MONTOUR PRESERVE (cont'd)**



**OFFICIAL BID FORM  
2016 MARC MOWING AND WEED CONTROL**

**SITE 7 – MONTOUR PRESERVE (cont'd)**

**2016 Montour Area Recreation Commission  
Mowing and Weed Control Map**

**Site 7 – Montour Preserve (map 2 of 5 – Goose Cove detail)**



**OFFICIAL BID FORM  
2016 MARC MOWING AND WEED CONTROL**

**SITE 7 – MONTOUR PRESERVE (cont'd)**

**2016 Montour Area Recreation Commission  
Mowing and Weed Control Map  
Site 7 – Montour Preserve (map 3 of 5 – Visitors Center area detail)**



**OFFICIAL BID FORM  
2016 MARC MOWING AND WEED CONTROL**

**SITE 7 – MONTOUR PRESERVE (cont'd)**

**2016 Montour Area Recreation Commission  
Mowing and Weed Control Map**

**Site 7 – Montour Preserve (map 4 of 5 – Heron Cove detail)**



**OFFICIAL BID FORM  
2016 MARC MOWING AND WEED CONTROL**

**SITE 7 – MONTOUR PRESERVE (cont'd)**

**2016 Montour Area Recreation Commission  
Mowing and Weed Control Map  
Site 7 – Montour Preserve (map 5 of 5 – Fossil Pit / Bluebird Trail detail)**



**OFFICIAL BID FORM  
2016 MARC MOWING AND WEED CONTROL**

**Summary of maximum yearly maintenance costs**

Site 1 – Hess Recreation Area (total maximum yearly cost) \$ \_\_\_\_\_

Site 2 – East Branch Recreation Area (total maximum yearly cost) \$ \_\_\_\_\_

Site 3 – River Road Trailhead Parcel (maximum yearly cost) \$ \_\_\_\_\_

Site 4 – Hopewell Park (maximum yearly cost) \$ \_\_\_\_\_

Site 6 – Montour Township Parcel (maximum yearly cost) \$ \_\_\_\_\_

Site 7 – Montour Preserve (maximum yearly cost) \$ \_\_\_\_\_

**Total of sites 1, 2, 3, 4, 6 and 7 \$** ██████████

Site 5 – North Branch Canal Trail (hourly rate) \$ \_\_\_\_\_ /hour

*(note: Actual final costs may be less than the total yearly bid shown here if fewer than expected mowing or weed control applications are needed through the year. MARC is obligated by this contract to pay only for services actually rendered.)*

**OFFICIAL BID FORM  
2016 MARC MOWING AND WEED CONTROL**

**SIGNATURE PAGE**

Bidder \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

By: \_\_\_\_\_

Authorized signature

Attest: \_\_\_\_\_

Secretary of corporation (if applicable)

Place Corporate Seal  
impression here  
(if applicable)

List of any subcontractors:

Business Name	Contact Person	Telephone
1. _____	_____	(____) _____
2. _____	_____	(____) _____

For MARC (to be signed only after contract is approved):

\_\_\_\_\_  
President, MARC

\_\_\_\_\_  
Director, MARC

**OFFICIAL BID FORM  
2016 MARC MOWING AND WEED CONTROL**

Contract Names of Reference:

Name	Telephone
1. _____	(____)_____
2. _____	(____)_____
3. _____	(____)_____

List of equipment to be used:

Written exceptions to any terms and conditions of the bid as outlined: