



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

Montour Area Recreation Commission (MARC) North Branch Canal Trail Construction Invitation to Bid

Application Terms and Conditions

Sealed bids for North Branch Canal Trail construction will be received by MARC at any time until Monday, May 9, 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

Each bid shall be enclosed in a sealed envelope, plainly marked with '**North Branch Canal Trail Construction 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 May 9th 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 Bids may be withdrawn by bidders for any reason for a period of forty-eight (48) hours after the time of bid opening. After forty-eight (48) hours from bid opening, bids may not be withdrawn for a period of sixty (60) days.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. The successful bidder may choose instead to 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.

Any exceptions to the specifications set forth in this packet must be so noted. Bids must be submitted on the official proposal form enclosed with this packet. All proposals must be signed. MARC reserves 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.



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

TABLE OF CONTENTS

| | |
|--|----|
| APPLICATION TERMS AND CONDITIONS | 1 |
| TABLE OF CONTENTS | 2 |
| GENERAL CONDITIONS | 3 |
| HAZARDOUS WORK SITE ADVISORY | 5 |
| INSURANCE TERMS AND CONDITIONS | 6 |
| DESCRIPTION AND SCOPE OF WORK | 7 |
| BID FORM AND SIGNATURE PAGE | 11 |
| CONTRACT NAMES OF REFERENCE AND EQUIPMENT TO BE USED | 12 |



GENERAL CONDITIONS

1. All bidders shall be required to attend a mandatory walk-through of the project locations with a MARC representative on Tuesday, May 3, 2016 from 8:00am to 2:00pm. This site visit will be conducted regardless of weather conditions. Prospective bidders must contact Bob Stoudt, MARC Director, at either (570) 336-2060 or RStoudt@MontourRec.com to register for this visit. Bids will not be accepted from bidders (hereafter 'Contractor') that do not attend this meeting.
2. The contract term shall extend from May 23, 2016 through July 23, 2016. All tasks set forth in this contract must be completed within this period of time.
3. MARC shall purchase and furnish all necessary materials to be installed, including: culvert pipes and end flares, stone, geotextile fabric, grass seed, straw and other materials as may be required for the successful completion of this contract. MARC shall place all materials as close as possible to the work locations, typically not to exceed 0.25 miles from the actual work site.
4. The Contractor shall supply all labor and equipment necessary to complete the tasks set forth herein. Because of site conditions including adjacent trees and the width of the towpath, Contractors are hereby advised that mechanical equipment cannot exceed 60" in width. Contractors shall submit with their bid a list of equipment that will be used for this contract. This equipment shall be available for inspection at the request of MARC before work may begin.
5. Contractor shall be responsible for the proper installation and maintenance of all erosion and sedimentation controls required by project permitting. Project plans are available online at: <https://drive.google.com/folderview?id=0B6tGL7g8sdXMUzRrV2puNjJ3RzQ&usp=sharing>
6. Access to project work sites shall be from two MARC-managed locations as defined within this contract and as shown at: https://www.google.com/maps/d/edit?mid=z7b4_5NRvRGk.kYEo59exOIRE&usp=sharing. Contractor shall not access the trail corridor from other access points without the express written permission of adjacent landowners and MARC.
7. Contractor shall not use the adjacent rail line as a means of entry/exit to the project work sites. Contractor shall do nothing that might interfere with the safe passage of rail service on the rail line and shall immediately notify the North Shore Railroad Company Director of Operations by phone at (570) 473-0915 in the event any unsafe condition develops.
8. Contractor may or may not be able to pass equipment through the Bear Hunter's Grove Campground, located between trail miles 3.74 and 3.90. Negotiations are ongoing at the time of this bid release.

GENERAL CONDITIONS (continued)

9. Contractor shall be responsible for, and shall restore at his/her expense, all damage to the property and adjacent properties 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. Proof of required insurance coverage as outlined in this bid specification must be submitted to MARC at the time of bid submittal.
11. A performance bond or accepted substitute meeting the terms specified on page 1 of this Invitation to Bid must be submitted to MARC at the time of bid submittal.
12. Contractor shall submit three contract names of references with his/her bid.
13. All subcontractors needed to complete the specifications of the contract shall be listed on the signature page of this bid document. Subcontractors are subject to the same rules and conditions as the primary contractor.
14. Only fully completed bid applications will be accepted. MARC reserves the right to reject any partial applications.
15. The payment schedule for this contract shall be as follows:
 - A. MARC shall pay Contractor five (5) percent of the contract amount on the start date of this contract.
 - B. MARC shall pay Contractor forty (40) percent of the contract amount upon the inspection and successful completion of six (6) culvert installations and 0.8 miles of trail surface finishing.
 - C. MARC shall pay Contractor forty (40) percent of the contract amount upon the inspection and successful completion of seven (7) additional culvert installations and 0.8 miles of additional trail surface finishing.
 - D. MARC shall pay Contractor the final fifteen (15) percent of the contract amount upon the successful completion of the final 0.5 miles of trail surface finishing and successful final inspections by MARC, the Montour County Conservation District, Columbia County Conservation District and the PA Department of Environmental Protection.
 - E. In the event bidder is contracted only to build the bridges defined as Addendum A and/or Addendum B of this contract, payment shall be twenty-five percent of the contract amount on the start date of this contract and seventy-five percent of the contract amount upon the inspection and successful completion of work.

GENERAL CONDITIONS (continued)

16. MARC anticipates the work necessary to secure the first forty (40) percent payment will be completed within thirty (30) days (by June 23, 2016). Because this project is being funded with time-sensitive grant funds, MARC reserves the right to re-evaluate this contract on that date if adequate progress is not being made.

HAZARDOUS WORK SITE ADVISORY

Bidders are hereby advised the North Branch Canal Trail project presents dangerous, potentially deadly working conditions. The trail is being constructed upon a former canal towpath. Work is being done along an elevated surface which is often as narrow as sixty (60) inches in width and as much as twenty (20) feet above the adjacent North Branch Susquehanna River and in some locations within twenty (20) feet of an active railroad corridor. In addition, numerous dead and/or damaged trees exist along the trail corridor. Other unknown hazards, including potentially unstable towpath sections, may exist along the corridor.

MARC shall not provide regular supervision of Contractor laborers, cannot guarantee safe working conditions along the trail corridor, and expects the Contractor to exercise sound judgment at all times regarding worker safety. Contractor shall be solely responsible for the safety of his/her staff and equipment.



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 contractor's 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.

- 1. 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 dollars (\$100,000.00) for property damage. This insurance shall indicate on the certificate of insurance coverage for Independent Contractors and Subcontractors. The following five parties shall be added as Additional Insured Parties:

Montour Area Recreation Commission
PO Box 456, Danville, PA 17821

Montour County
29 Mill Street, Danville, PA 17821

SEDA-COG Joint Rail Authority
201 Furnace Drive, Lewisburg, PA 17837

Columbia County
11 W. Main Street, Bloomsburg, PA 17815

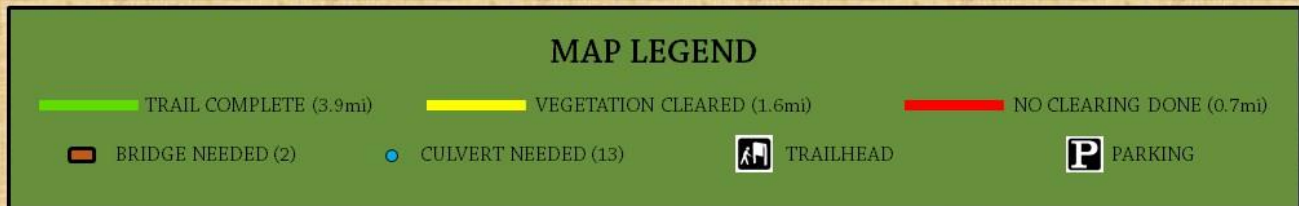
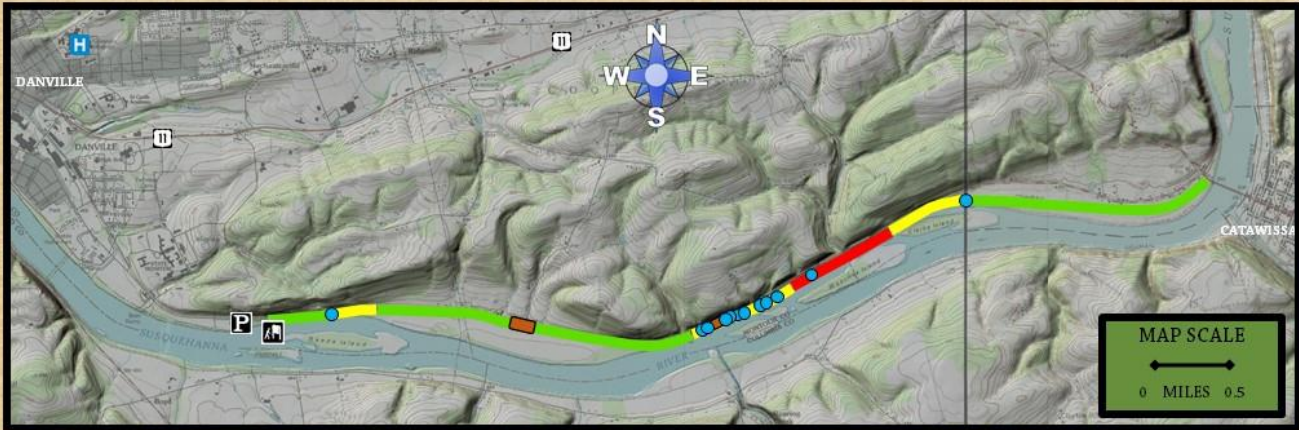
North Shore Railroad Company
356 Priestley Ave
Northumberland, PA 17857

- 2. Automobile Liability Insurance** – Coverage with a minimum limit of liability per occurrence of five hundred thousand dollars (\$500,000.00) for bodily injury and one hundred thousand dollars (\$100,000.00) for property damage.
- 3. Workers' Compensation Insurance** – Provision of workers' compensation insurance in compliance with the Workmen's Compensation Act of the Commonwealth of 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.

DESCRIPTION AND SCOPE OF WORK

**NORTH BRANCH CANAL TRAIL
 PROJECT STATUS (UPDATED 4/17/16)**



The North Branch Canal Trail is currently being constructed between the Borough of Danville in Montour County, PA and the Borough of Catawissa in Columbia County, PA. The trail is designed to be a mowed-grass surfaced pedestrian and bicycle trail along the former towpath of the North Branch Pennsylvania Canal. More information about the project can be found online at: <http://montourec.com/north-branch-canal-trail/>.

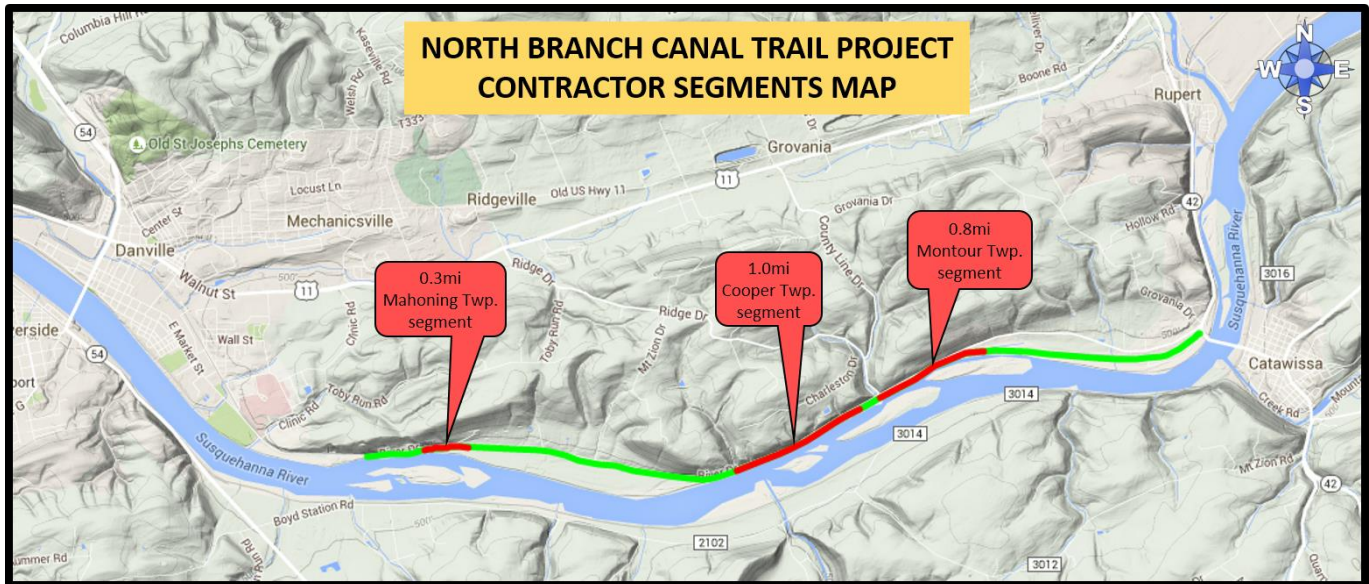
Work is currently underway by the Montour Area Recreation Commission (MARC) on a 6.2 mile-long section of this trail between Mahoning Township, Montour County and Montour Township, Columbia County. MARC staff, volunteers and contractors have so far completed the vegetation clearing along 5.8 miles of the trail corridor, as well as the completion of 3.9 miles of trail surface, two trail break work-arounds and the installation of one culvert and one stream ford crossing.

DESCRIPTION AND SCOPE OF WORK (continued)

This invitation to bid document requests the following services to help complete this project:

1. Grubbing, stump grinding, grading, seeding and straw spreading along three segments of the trail corridor, totaling 2.1 miles in length. These tasks shall hereafter be referred to as “trail construction”.
2. Installation of fourteen (14) culvert pipes (with end flares and rock aprons) of sizes varying from 18” to 72” in diameter in thirteen (13) locations.
3. Installation and maintenance of project erosion and sedimentation controls (hereafter “E&S controls”), per project permitting posted online at: <https://drive.google.com/folderview?id=0B6tGL7g8sdXMUzRrV2puNjJ3RzQ&usp=sharing>
4. **OPTIONAL:** The construction of two wooden bridges per the specifications set forth for the 4-log design in the Commonwealth of Pennsylvania Dept. of Conservation & Natural Resources Office of Parks and Forestry Timber Bridge Standard Drawings plan set posted at: <https://drive.google.com/file/d/0B6tGL7g8sdXMd2RQTFFPWkM1Y2s/view?usp=sharing>. Bridge construction will be bid as Addendum A and/or Addendum B for this contract. Bidders may elect to bid only one or both of these Addendums if they do not wish to bid the entire contract.

An overview map of the project is provided below. Detailed mapping of the project is provided online at: https://www.google.com/maps/d/edit?mid=z7b4_5NRvRGk.kYEo59exOIRE&usp=sharing



DESCRIPTION AND SCOPE OF WORK (continued)

As specified in the project plan sets and mapping referenced above, the Contractor shall be responsible for the following tasks:

1. In the Mahoning Township segment:
 - a. Install a 30' long, 72" diameter culvert at Crossing (Break) 2 (trail mile 0.42) per the specifications posted at:
<https://drive.google.com/file/d/0B6tGL7g8sdXMeHZ4ZXdKd2ISLU0/view?usp=sharing>.
Bidders are cautioned that the specifications posted at this link have replaced those documented in the master E&S plan set.
 - b. Do trail construction from trail mile 0.42 to trail mile 0.75 (approximately 0.33 miles total). Bidders are cautioned that three large trees remain in this section of the trail corridor which must be left in place. In each case, trail construction will detour slightly north around each obstacle, moving part-way down the towpath slope, but remaining within the property limits.
 - c. Install and maintain all necessary E&S controls.

2. **OPTIONAL:** At Crossing (Break) 3 (trail mile 1.56), construct a wooden bridge per the specifications set forth for the 4-log design in the Commonwealth of Pennsylvania Dept. of Conservation & Natural Resources Office of Parks and Forestry Timber Bridge Standard Drawings plan set posted at:
<https://drive.google.com/file/d/0B6tGL7g8sdXMd2RQTFFPWkM1Y2s/view?usp=sharing>. Bidder shall furnish all materials, labor and equipment required to successfully complete this task.
 - a. Install and maintain all necessary E&S controls.

This optional task shall be bid separately as **Addendum A** on the bid form. MARC may or may not elect to award this task as part of the bid process and may elect to award this task separately.

3. In the Cooper Township segment:
 - a. Do trail construction from trail mile 2.72 to trail mile 3.74 (approximately 1.02 miles total).
 - b. Install culverts at Crossings (Breaks) 6, 7, 9, 10, 11, 12, 13, 14, 15, 16 and 17 per the specifications set forth in the project master E&S plan set posted at:
<https://drive.google.com/file/d/0B6tGL7g8sdXMZlZsQ0dQUEN1Q1U/view?usp=sharing>.
 - c. **OPTIONAL:** install a small wooden bridge at Crossing (Break) 8 (trail mile 2.85) per the specifications set forth for the 4-log design in the Commonwealth of Pennsylvania Dept. of Conservation & Natural Resources Office of Parks and Forestry Timber Bridge Standard Drawings plan set posted at:
<https://drive.google.com/file/d/0B6tGL7g8sdXMd2RQTFFPWkM1Y2s/view?usp=sharing>.
Bidder shall furnish all materials, labor and equipment required to successfully complete this task.

This optional task shall be bid separately as **Addendum B** on the bid form. MARC may or may not elect to award this task as part of the bid process and may elect to award this task separately.
 - d. Install and maintain all necessary E&S controls.

DESCRIPTION AND SCOPE OF WORK (continued)

4. In the Montour Township segment:
 - a. Install a 30' long, 72" diameter culvert at Crossing 18 (trail mile 4.73) per the specifications posted at:
<https://drive.google.com/file/d/0B6tGL7g8sdXMZEtCRWVFYVB0Q1U/view?usp=sharing>.
Bidders are cautioned that the specifications posted at this link have replaced those documented in the master E&S plan set.
 - b. Do trail construction from trail mile 4.73 to trail mile 3.91 (approximately 0.82 miles total).
 - c. Install and maintain all necessary E&S controls.



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

BID FORM

We, the undersigned, hereby propose to furnish the labor and equipment required for the successful completion of the North Branch Canal Trail Construction project. We hereby certify that we have read and agree to abide by all terms and conditions of this contract as set forth herein.

BID AMOUNT: _____

ADDENDUM A BID AMOUNT (OPTIONAL): _____

ADDENDUM B BID AMOUNT (OPTIONAL): _____

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

BIDDER INITIAL HERE _____



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

CONTRACT NAMES OF REFERENCE AND EQUIPMENT TO BE USED

| Name | Telephone # |
|----------|--------------|
| 1. _____ | (____) _____ |
| 2. _____ | (____) _____ |
| 3. _____ | (____) _____ |

List of equipment to be used (**NO EQUIPMENT SHALL EXCEED 60" IN WIDTH**):

BIDDERS: Bid submissions must include a copy of every page in this bid packet. Bidder must initial every page in the lower left corner to verify you have read and agree to abide by the conditions set forth on that page and fully complete pages 11 and 12. Incomplete submissions may be rejected.

BIDDER INITIAL HERE _____