Montour Area Recreation Commission 2021 Lawn Care Invitation to Bid Application Terms and Conditions

Sealed bids for lawn care at the various properties managed by the Montour Area Recreation Commission (MARC) will be received by MARC at any time until 11:00am on Monday, November 23, 2020. Bids will be publicly opened and read aloud during MARC's regular November 23, 2020 meeting at 7:00pm through the Zoom online meeting platform.

Specifications and bid forms may be obtained online at 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 must be enclosed in a sealed envelope, plainly marked with '2021 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 on Monday, November 23, between 8:00am and 11:00am, at the Montour Preserve visitors' center, 374 Preserve Road, Danville, PA 17821.

Bids may be withdrawn by bidders for any reason for a period of forty-eight (48) hours after the time of bid opening. After forty-eight (48) hours from bid opening, bids may not be withdrawn for a period of sixty (60) days.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 instead choose 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 also 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. The contract term shall extend from April 1, 2021 to November 30, 2021, unless otherwise noted.
- 2. 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.
- 3. 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.
- 4. The contractor shall mow athletic fields at the Hess Recreation Area and all areas at the Montour Preserve only on weekdays between the hours of 7:00am and 4:00pm. Other locations may be mowed on weekdays at other times as needed. Mowing, trimming, weed control, and other lawn care is to be done on Saturdays or Sundays only in unusual situations and only when approved by MARC.
- 5. 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.
- 6. The contractor will trim around all site amenities/ improvements, including but not limited to, fencing, benches, signs, dugouts, planters, paths, and trash receptacles. Mechanical trimmers must not be used to control weeds around tree bases unless special approval is granted by MARC. Weed control sprays shall only be used as specified in this document.
- 7. Contractor shall be responsible for, and shall restore at his/her expense, all damage to 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.
- 8. 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.
- 9. Proof of required insurance coverage as outlined in this bid specification must be submitted to MARC at the time of bid submission.
- 10. A performance bond or accepted substitute meeting the terms specified in this Invitation to Bid must be submitted to MARC at the time of bid submission.
- 11. Contractor shall submit three contract names of references with bid.



GENERAL CONDITIONS (continued)

- 12. All subcontractors needed to complete the specifications of the contract must be listed on the signature page of this bid document. Subcontractors are subject to the same rules and conditions as the primary contractor.
- 13. Only fully completed bid applications will be accepted. MARC reserves the right to reject any partial applications.
- 14. 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.
- 15. All prices must include PA state sales tax and other taxes when applicable.





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.

- 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. <u>Automobile Liability Insurance</u> 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. <u>Workers Compensation Insurance Statutory</u> 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.



MAP OF MONTOUR AREA RECREATION COMMISSION MANAGED PROPERTIES

MONTOUR AREA RECREATION COMMISSION MANAGED PROPERTIES 1 Hess Recreation Area 2 Hopewell Park 3 River Drive Trailhead 4 Legion Road Parcel 5 North Branch Canal Trail 6 Montour Preserve



SITE 1 - HESS RECREATION AREA 843 Meadow Lane, Danville, PA 17821





SITE 1 - HESS RECREATION AREA (continued) 843 Meadow Lane, Danville, PA 17821







SITE 1 - HESS RECREATION AREA (continued) 843 Meadow Lane, Danville, PA 17821

We propose to furnish lawn care services for the Hess Recreation Area per your specifications as follows:

Mowing
Area 1 – Sports fields and common ground
Description: Open field areas in main athletic complex (9.1 acres +/-)
Cost per cut \$
Total maximum cost per contract term
Use frequency of once/week during season or 34 cuts total (Note: MARC will determine the actual start and end dates for mowing)
Area 2 - Street access and trails
(a) Edges of the park access road (where possible)
(b) Grass areas of Old Reading Line Trail parallel to Rt. 54 (approx. 10ft wide x 5,300ft long)(c) Grass areas of power line trail (approx. 5ft wide x 550ft long)
Cost per cut \$
Total maximum cost per contract term
Use frequency of every other week during season or 17 cuts total (Note: MARC will determine the actual start and end dates for mowing)
Trimming Description: weed-whacking, brush-hog, or similar trimming of vegetation along trails and in location
not suitable for regular mowing
 Area around main park entrance gate, kiosk, garden, and trees Area around Beaver Place trailhead parking area, kiosk, and bench
Cost per cut \$
Total maximum cost per contract term
Use frequency of every other week during season or 17 cuts total
(Note: MARC will determine the actual start and end dates for trimming)



SITE 1 - HESS RECREATION AREA (continued)

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
- 6. Beaver Place Trailhead parking lot perimeter and kiosk

Cost per visit \$			
Total maximum cost per contract term			
Use frequency of once per month April –	September or six (6)) treatments total	\$
(Note: MARC will determine the actual st	tart and end dates for	r treatments	
And may request more or less treatments i	if conditions warran	t)	

TOTAL MAXIMUM YEARLY COST FOR SITE 1 (INCLUDES MOWING AREA 1 + MOWING AREA 2 + TRIMMING + HERBICIDE/WEED CONTROL; PLACE THIS VALUE ON PAGE 19)



SITE 2 – HOPEWELL PARK 1758 Montour Blvd (US-11), Danville, PA 17821



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

Mowing / trimming (2.5 acres total)

2.5 acres of grass in the open field and around the Hopewell Park bike jumps area, gazebo, and parking lot.

Note: numerous trees, benches and other obstacles exist in this area. Some portions of this site are seasonally wet. Contractor must exercise judgment to avoid wet areas as needed.

Cost per cut	\$
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Total maximum cost per contract term

Use frequency of once/week during season or 34 cuts total

(Note: MARC will determine the actual start and end dates for mowing)





SITE 3 – RIVER DRIVE TRAILHEAD PARCEL 1642 River Drive, Danville, PA 17821



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

Mowing (brush-hog)

Lot is vacant land with numerous trees and obstacles. 1.5 acres (+/-) is to be maintained as rough lawn and open access to the river. Because of the somewhat rough nature of this site, the contractor will likely need to use a brush-hog type mower to maintain this site.

Cost per cut	\$
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Total maximum cost per contract term

Use frequency of every other week during season or 15 cuts total

(Note: MARC will determine the actual start date and frequency of mowing) (PLACE ON PAGE 19)



SITE 4 – LEGION ROAD PARCEL 208 Legion Rd, Catawissa, PA 17820



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 Legion Road parcel per your specifications as follows:

Mowing

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

Cost per cut \$____

Use frequency of every other week during the season or 15 cuts total (Note: MARC will determine the actual start date and frequency of mowing) (PLACE ON PAGE 19)



SITE 5 – NORTH BRANCH CANAL TRAIL River Drive, Danville to Legion Road, Catawissa



NOTE TO BIDDERS: As of this writing, a portion of this 6.2 mile-long trail, between mile markers 3.5 and 4.0, is partially obstructed. It is anticipated this section of trail will be opened before the 2021 mowing season, but the contractor may have to mow the trail in two sections (3.5 miles and 2.2 miles) from two different access points (1690 River Drive, Danville and 208 Legion Rd, Catawissa).

The average trail width is 60 inches, though some portions of the trail are narrower. **Bidders are strongly cautioned that hazardous conditions exist along this trail, including steep slopes, uneven surfaces, water, and other hazards.** Unless otherwise approved by MARC, the contractor must use not more than a 40 inch-wide walk-behind (not riding) mower for this site.

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

Mowing 5.2 miles +/- c	of trail.
Cost per cut	\$

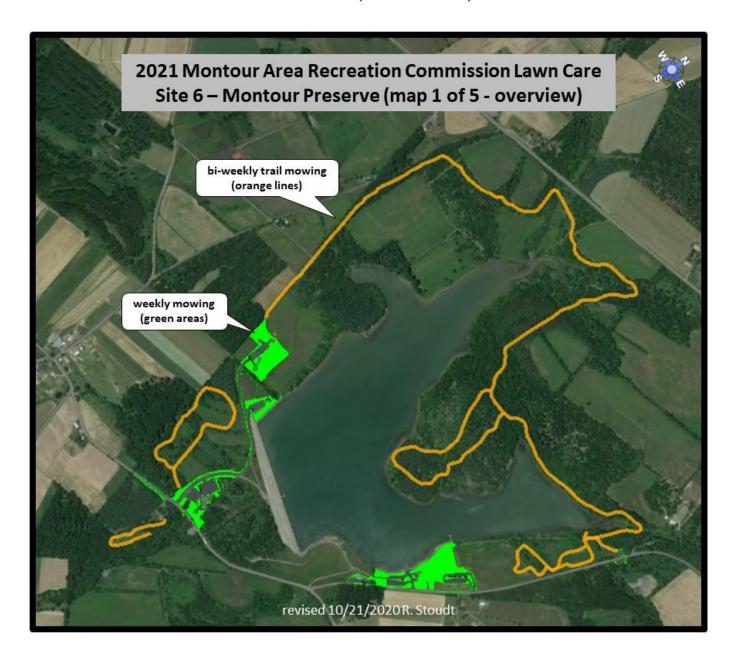
Total maximum cost per contract term

Use frequency of every other week during season or 15 cuts total
(Note: MARC will determine the actual start and end dates for mowing)





SITE 6 – MONTOUR PRESERVE 374 Preserve Road, Danville, PA 17821





SITE 6 – MONTOUR PRESERVE (continued) 374 Preserve Road, Danville, PA 17821

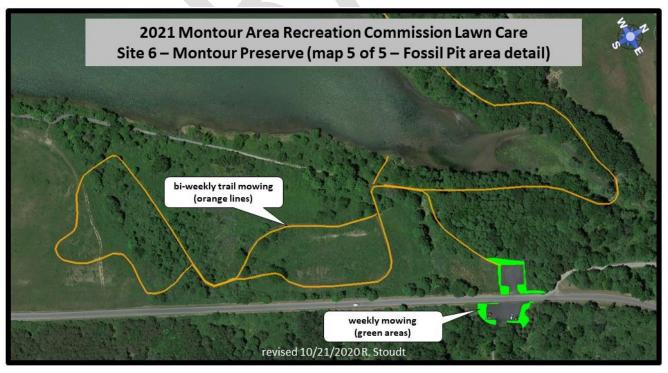






SITE 6 – MONTOUR PRESERVE (continued) 374 Preserve Road, Danville, PA 17821







SITE 6 – MONTOUR PRESERVE (continued) 374 Preserve Road, Danville, PA 17821

We propose to furnish mowing and lawn care services for the Montour Preserve per your specifications as follows:

Mowing/Triu	nming			
18.8 acres +/-	of park common areas.			
Cost per cut	\$			
Total maximu	um cost per contract term			
Use frequency	y of once/week during season or 34 cuts total \$			
Trail Mowin	g/Trimming			
1.5 acres +/- (and must be a	(5.0 miles +/-) of trails. Some trails are mixed surface (grass, mulch, stone) accessed across wooden pedestrian bridges. Heavy and/or wide ("wide) equipment cannot be used.			
Cost per cut	\$			
	y of every other week during the season or 15 cuts total \$			
Herbicide / V	Wood control			
Includes:	veed control			
	rking lot / road edges (prevent grass encroaching into stone shoulders and cracks)			
	eron Cove and Goose Cove picnic areas Lake Chillisquaque stone shorelines			
	•			
	immingbird Trail (maintain 900ft long x 5ft wide gravel-surfaced trail)			
	arden areas			
	reas around bases of sign posts, light fixtures, etc.			
	eserve Road gravel pull-off area (around mailbox)			
Cost per visit	\$			
Total maximi	ım cost per contract term			
	y of once per month April – September or six (6) treatments total			
- '	C will determine the actual start and end dates for treatments			
	uest more or less treatments if conditions warrant)			



SITE 6 – MONTOUR PRESERVE (continued) 374 Preserve Road, Danville, PA 17821

Fall leaf clean-up

We proposed to gather and dispose of (at a location to be identified by the Montour Area Recreation Commission at the Montour Preserve) leaves from the lawn and garden areas at the Montour Preserve during the weeks of November 8 – 27, 2021.

Total maximum cost per contract term One clean-up

\$_____

TOTAL MAXIMUM YEARLY COST FOR SITE 6 \$ (INCLUDES MOWING/TRIMMING + TRAIL MOWING/TRIMMING + HERBICIDE/WEED CONTROL + FALL LEAF CLEAN-UP; PLACE THIS VALUE ON PAGE 19)



Summary of maximum yearly mainten (ALL COSTS ARE TO INCLUDE ALL APPLICAL	
Site 1 – Hess Recreation Area (total maximum yearly cost)	\$
Site 2 – Hopewell Park (total maximum yearly cost)	\$
Site 3 – River Drive Trailhead Parcel (total maximum yearly cost)	\$
Site 4 – Legion Road Parcel (total maximum yearly cost)	\$
Site 5 – North Branch Canal Trail (total maximum yearly cost)	\$
Site 6 – Montour Preserve (total maximum yearly cost)	\$
Site 6 – Montour Preserve (total maximum yearly cost) Grand Total (NOTE: Actual final costs may be less than the total year if fewer than expected mowing or weed control applications are MARC is obligated by this contract to pay only for services.	rly bid shown here needed through the year.



Authorized signature

SIGNATURE PAGE

Bidder			
Address			
Telephone			·
Email			
T.			
By:	Authorized signature	e	
Attest:			
S	Secretary of corporation (if ap	plicable)	
			Place Corporate Seal impression here (if applicable)
List of any subcontra	actors:		
Business Name	Contact Pe	erson	Telephone
1			_ ()
2			()
For MARC (to be sig	gned only after contract is app	proved):	
Chairperson	. MARC	 Dir	ector, MARC



Contract Names of Reference:	
Name	Telephone
1	()
2	
3	
List of equipment to be used:	
Written exceptions to any terms and conditions of the	e bid as outlined:

