

Montour Area Recreation Commission

2022 / 2023 Montour Preserve Snow and Ice Removal Invitation to Bid

Application Terms and Conditions

Sealed bids for snow and ice removal services at the Montour Preserve will be received by the Montour Area Recreation Commission (MARC) at any time until 6:59pm on Monday, October 24, 2022. Bids will be publicly opened and read aloud during MARC's regular October 24, 2022 meeting at 7:00pm at the Montour Preserve Environmental Education Center, 374 Preserve Road, Danville, PA 17821 and 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 '**2022 / 2023 Montour Preserve Snow and Ice Removal 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, October 24, between 8:00am and 2:00pm or between 6:30pm – 6:59pm, 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Bids may be withdrawn by bidders for any reason for a period of forty-eight (48) hours after the time of bid opening. After forty-eight (48) hours from bid opening, bids may not be withdrawn for a period of sixty (60) days.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 ten (10) percent 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 as detailed on page 4 of this packet. Evidence of said insurance coverage shall be required at the time of bid submittal.

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 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.

GENERAL CONDITIONS

1. The contract term shall extend from November 1, 2022 to April 30, 2023.
2. Contractor shall supply all necessary labor, equipment, and materials (including salt or other ice-melting products) required to successfully complete the clearing of accumulated snow/ice from site roadways and parking areas in a good and workmanlike manner.
3. 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. MARC acknowledges that some damage to the property is reasonably foreseeable, including, but not limited to, damage to road/parking lot surfaces, curbs, and lawns.
4. Snow/ice clearing services are to be performed once per snow/ice event, not more than twenty-four (24) hours after the end of snow/ice accumulation. In general, snow clearing shall be done for events with at least four (4) inches of accumulation, though mixed precipitation events with ice shall be cleared regardless of snow depth. Icy conditions shall be treated with ice-melt products unless it is reasonably foreseeable that temperatures will rise quickly enough to melt away any ice accumulations within four (4) hours. MARC acknowledges that the application of ice-melting products will not and cannot result in the immediate or complete removal of all ice.
5. Accumulated snow/ice shall be moved to road and parking lot edges, though care must be taken to not damage gardens, signs, or other nearby features. Contractor is not responsible to transport snow off-site.
6. Contractor is not responsible for shoveling site sidewalks. MARC shall perform such duties.
7. Contractor shall contact Bob Stoudt, MARC Director, at (570) 336-2060 if he/she believes that more than one treatment is required for any snow/ice event. Contractor must receive approval from MARC before performing additional treatments.
8. Areas to be serviced are shown on the map on page 5 of this packet. MARC calculates the total road/parking area surface to be serviced to be 5.4 acres +/- (235,000 ft² +/-).
9. Contractor shall be permitted to place stakes or other markers along road and parking lot areas as may be deemed necessary to facilitate the work to be performed. Stakes or other markers shall remain the property of the Contractor and shall be removed by the Contractor by the end of the contract period.
10. 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.
11. Proof of Contractor's required insurance coverage as outlined in this bid specification must be submitted to MARC at the time of bid submission.

GENERAL CONDITIONS (continued)

12. 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.
13. Contractor shall submit three contract names of references with bid unless Contractor has previously done business with MARC.
14. 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.
15. Contractor shall invoice MARC monthly for services rendered. Such invoices shall clearly identify the dates of service. In the event no services are required during the term of this contract, MARC shall be under no obligation to compensate the Contractor.
16. All prices must include PA state sales tax and other taxes when applicable.

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INSURANCE TERMS AND CONDITIONS

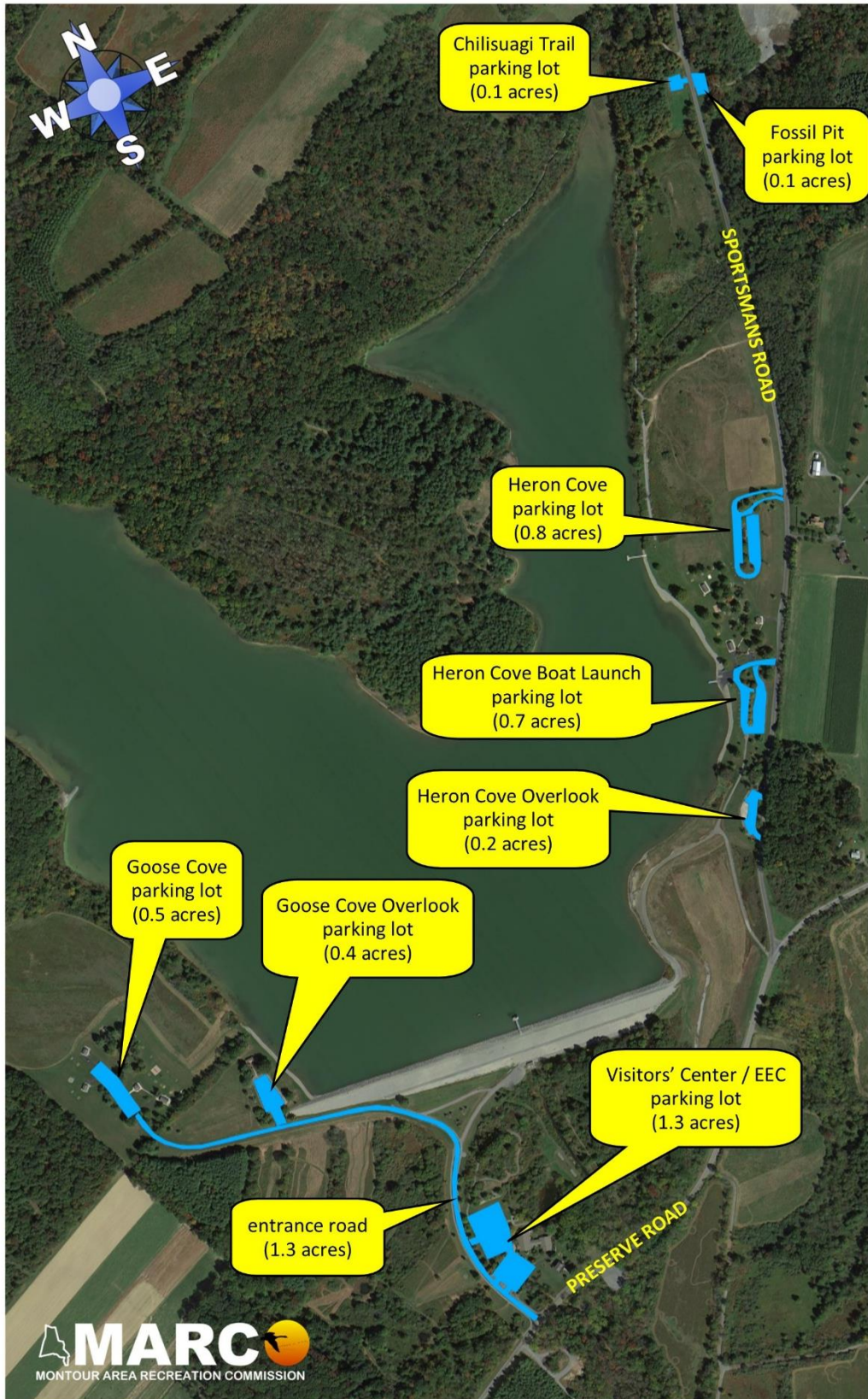
The Contractor (and Subcontractors, if applicable) shall, at his/her own cost and expense, purchase and maintain in force for the duration of the contract the forms of insurance coverage described hereafter. Subcontractors must produce the same certificates and policies as required of prime Contractors, 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 Talen Energy Supply (Attn: Marc Jackson, 600 Hamilton Street, Suite 600, Allentown, PA 18101) shall be added as Additional Insured Parties. Washingtonville Borough (821 County Line Rd, Turbotville, PA 17772) shall also be added as an Additional Insured Party in the event services are provided for Washingtonville Borough.
- 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 Talen Energy Supply (Attn: Marc Jackson, 600 Hamilton Street, Suite 600, 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.

MONTOUR PRESERVE SNOW/ICE CLEARING AREAS (5.4 ACRES TOTAL)



**OFFICIAL BID FORM –
2022/2023 MONTOUR PRESERVE SNOW AND ICE REMOVAL**

Contract Names of Reference (if Contractor has not previously done business with MARC):

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

List of equipment to be used:

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