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natural resource management

www.venangocd.org

ANNOUNCEMENT
REQUEST FOR PROPOSALS
Cherrytree Run Fish Habitat Improvement Project

June 26, 2024

The Venango Conservation District, located at 4871 US 322, Franklin, PA 16323, is accepting proposals for a contract to construct approximately 100 feet of stream-bank stabilization and fish habitat in-stream structures in Cherrytree Run located on Sportsman Lane (41.497706, -79.70034) within Cornplanter Township in Venango County, Pennsylvania.

This process is an open call for qualified contractors.

The Venango Conservation District is a tax-exempt organization. Proposal prices should be calculated **without** applicable sales tax.

A pre-bid meeting will be held at all project sites on **Friday, July 12, 2024 beginning at 10:00 a.m. Meeting location will be at 41.497584, -79.700361** on pull off onsite on Sportsman Lane located directly off of Rt. 8. Please contact Bailey Kozalla by calling 814-676-2832 ext. 2 or emailing bkozalla.vcd@gmail.com to RSVP for this meeting by 4:00 p.m. on July 11, 2024. **Contractor representative attendance at the bid meeting is required for the submission of a successful bid for the project.**

Sealed proposals must be received by the Venango Conservation District by 3:00 pm on July 26, 2024. Proposals may be sent via email in pdf format to Bailey Kozalla:

Bailey Kozalla
Watershed Specialist
Venango Conservation District
4871 US 322
Franklin, PA 16323
(814) 676-2832 ext. 2
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REQUEST FOR PROPOSALS
Cherrytree Run Fish Habitat Improvement Project

June 26, 2024

Introduction:

The Cherrytree Run Fish Habitat Improvement Project will address an urgent environmental need to stabilize eroding stream banks as well as create standard fish habitat structures. The scope of this project consists of 100' of stream bank in which 1 modified mudsill structure will consist of four 20 feet long sections.

A mandatory site meeting will be held on July 12, 2024 at 10:00 a.m. The **meeting location will be at 41.497584, -79.700361** on pull off onsite on Sportsman Lane located directly off of Rt. 8. The site meeting will last approximately 1 hour.

Directions to the meeting location: Coming from Oil City, continue North along Rt.8 for 5.4 miles until you reach Sportsman's Lane on your right-hand side. Take the right-hand turn onto Sportsman Lane and the parking location will be the pull-off on the right-hand side just prior to crossing the bridge.

The Venango Conservation District, PA Fish & Boat Commission, and DEP shall be notified ten (10) days prior to the start of the project construction and five (5) days prior to any plan changes. The site will be available for inspection by a representative of the Venango Conservation District or PA Department of Environmental Protection (DEP) at any time.

All construction activities for this project will be subject to the Pennsylvania Prevailing Wage Act of 1961. Prevailing wage rates determinations from the Pennsylvania Department of Labor and Industry for this project are attached.

Attachments:

- 1) Design & Standard Drawings
- 2) Project Narrative
- 3) Erosion & Sediment Pollution Control Plan
- 4) Prevailing wage rates determination

Scope:

Contractor WILL be responsible for providing equipment, operators, and materials necessary to access and prepare sites, transport and place materials from the staging area(s) of each site to the structures' intended placement point along the stream bank, complete the equipment-assisted functions of constructing the structures and follow the county-approved erosion and sediment control plan included with the permit at each site. See the Project Narrative for additional details.

Contractor WILL purchase all materials according to the attached materials list.

Contractor WILL NOT be responsible for soil bioengineering (or vegetative stabilization) methods in the designs. These include fascines, live stakes, joint planting, and trench packs.

The Western Pennsylvania Conservancy and Venango Conservation District WILL provide construction oversight and guidance, labor for construction of structures and vegetation techniques in the designs.

Pricing, reliability, workmanship quality, and experience will all be considered in awarding these contracts.

Time Period:

This project is **scheduled for construction to begin on August 26, 2024**. Seasonal in-stream construction restrictions prohibit permitted work from occurring past October 1, 2024.

Proposals:

Submit an original written proposal pdf via email should not be more than five (5) pages in length. The proposal should contain the following:

1. A brief overview of the contractor's business.
2. Statement of related experience.
3. General statement of organization and qualifications of the contractor and its subcontractors.
4. **A hydraulic thumb attachment with an excavator bucket is required** with the excavator to precisely position logs. All other final equipment selection is left to the discretion of the contractor. Please specify equipment make, model, and size anticipated to be used in the proposal. Please reference the attached standard habitat structures drawings for determination of best-suited equipment.
5. The names of at least three (3) references that you have done major work for over the past five (5) years. If you have done stream-bank stabilization work before, please list those projects first, and whom they were coordinated with.

Specifications:

The contractor will be required to warrant that all goods and services furnished will be designed, constructed, and performed so as to comply with the WilliamsSteiger Occupational Safety and Health Act of 1970, as amended from time to time, and the rules, regulations, and standards issued thereunder by any applicable governmental authority will apply to the goods and services furnished.

The Contractor will be required to warrant that all chemical substances sold by it to the Venango Conservation District comply with and are inventoried or registered pursuant to the requirements of the Toxic Substance Control Act, and rules and regulations issued thereunder by all applicable governmental authorities and in accordance with environmentally acceptable guidelines.

It is the intention of the Venango Conservation District not to purchase any products that contain asbestos or asbestos components in the equipment or materials to be supplied by the contractor. The Contractor will be required to warrant that all equipment and materials to be supplied by the Contractor are free of asbestos, except in the extent that such asbestos is specifically

identified in writing by the Contractor and specifically accepted in writing by the Venango Conservation District.

The selected contractor will comply with federal and state rules and regulations regarding the Novel Coronavirus (COVID-19) pandemic to ensure the health and safety of their employees, subcontractors, and the public they may be in contact with during the work and services to be performed under this contract.

Evaluation:

Proposals will be evaluated by Venango Conservation District staff. Pricing, reliability, workmanship quality, and experience will all be considered in awarding this contract.

Fees:

Payment will be made to the Contractor in accordance with the specified methods of measurement and the Bid Items stipulated in the accepted bid. Payment will constitute complete compensation for all work required by the Contract Documents including all costs of accepting the general risks, liabilities, and obligations, expressed or implied. No other payment will be made. Progress payments will be approved at the discretion of the Venango Conservation District.

General Requirements:

1. **VENDOR’S REPRESENTATIONS:** The vendor, by making a proposal, represents that (a) the vendor has read and understands the proposal documents, terms and conditions, and the proposal is made in accordance therewith; and (b) the proposal is based upon the materials, equipment, systems, or services specified.
2. **SUBMISSION OF PROPOSALS:** The proposal and other documents required to be submitted with the proposal shall be enclosed in a sealed opaque envelope, or if submitted via e-mail, be marked as “Confidential.” The envelope shall be addressed to the party receiving the proposals and shall be identified as a “Sealed Proposal”, and shall include the proposal number, the proposal opening time, and the proposal opening date. Proposals shall be delivered and deposited at the designated location prior to the time and date for receipt of proposals. Proposals received after the time and the date for the proposal opening will be returned unopened. The vendor shall assume full responsibility for timely delivery at the location designated for receipt of proposals.
3. **MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Prior to the time and date designated for receipt of proposals, a proposal submitted may be modified or withdrawn by notice to the party receiving proposals at the place designated for receipt of proposals. Such notice shall be in writing over the signature of the vendor and shall be received prior to the designated time and date for receipt of proposals. A modification shall be worded so as not to reveal the amount of the original proposal.
4. **OPENING OF PROPOSALS:** Proposals shall be opened by the Venango Conservation District shortly after the time and date proposals are due.

5. REJECTION OF PROPOSALS: The Venango Conservation District shall have the right to reject any and all proposals, in whole or part; to reject a proposal not accompanied by data required by the proposal documents; or reject a proposal, which is in any way incomplete or irregular.
6. CHANGES: The Venango Conservation District, without invalidating the Agreement may order changes consisting of additions, deletions or modifications to the work to be performed as specified herein. All changes will be authorized in writing, and the price and time for performance will be increased or decreased accordingly.
7. ACCEPTANCE OF PROPOSAL (AWARD): It is the intent of Venango Conservation District to award a contract to the vendor who can demonstrate the necessary experience to work on these buildings. The Venango Conservation District shall have the right to waive informalities or irregularities in a proposal received and to accept the proposal, which in the Venango Conservation District's judgment, is in the Venango Conservation District's own interests.
8. SUBCONTRACTING: The Agreement may not be assigned and the services may not be subcontracted by the Contractor without the prior written consent of the Venango Conservation District.
9. TAX EXEMPTION: The Venango Conservation District is exempt from federal and state taxes and will not pay or reimburse such taxes.

Special Requirements:

1. WAGE RATES: Certified payrolls prepared by the subcontractor must be submitted to the Venango Conservation District. The work under these bidding documents is subject to prevailing wage rates.
2. Contractor shall furnish proof of the following types of insurance coverage:
 1. COMMERCIAL GENERAL LIABILITY INSURANCE- Unless otherwise specified, the minimum acceptable limit of coverage is \$1,000,000 per occurrence, \$2,000,000 aggregate.
 2. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE: Contractor shall furnish proof of Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the services agreed upon in this contract. The minimum amount of coverage required is \$1,000,000 combined single limit for bodily injury and property damage.
 3. WORKMAN'S COMPENSATION INSURANCE: per Pennsylvania statutory limits.
 4. EXCESS LIABILITY INSURANCE (UMBRELLA INSURANCE POLICY): Contractor shall furnish proof of Excess Liability Insurance. Such coverage shall be excess of the commercial general liability insurance, comprehensive automobile liability insurance, and employer's liability as required by this contract. The minimum acceptable limit of coverage is \$3,000,000 per occurrence.
 5. PROFESSIONAL SERVICES (IF APPLICABLE): Contractor shall maintain errors and omissions (E&O) insurance in an amount not less than One Million Dollars \$1,000,000

per claim, \$2,000,000 aggregate, through the term of this agreement and for at least one (1) year after.

Additional Insurance Conditions:

6. Before the issuance of a contract, and before commencing any Work, the Contractor shall furnish a certificate, satisfactory to Venango Conservation District, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limits of liability thereunder, and further providing that the insurance will not be canceled or changed until the expiration of at least thirty (30) days after written notice of such cancellation. **The Venango Conservation District must be listed as an “Additional Insured” on all policies.**
7. The Contractor shall require all subcontractors (of every tier) to meet the same insurance criteria as required of the Contractor. The subcontractor’s insurance must name the Venango Conservation District as additional insured. The Contractor shall maintain each subcontract’s certificate of insurance on file and provide such information to the Venango Conservation District for review upon request.

AWARD OF SUBCONTRACT

Additional consideration may be given to Bidders that are small and/or minority businesses.

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the “Initial Contract Compliance Data” form. If the contract is a construction contract, then

the Contractor shall be required to complete, sign and submit Form STD-28, the “Monthly Contract Compliance Report for Construction Contractors”, each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.

6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

General:

To obtain additional information or make arrangements for the site visit, please contact:

Bailey Kozalla
Watershed Specialist
Venango Conservation District
4871 US 322
Franklin, PA 16323
(814) 676-2832 ext. 2
bkozalla.vcd@gmail.com

Discussions and interviews may be held with vendors under final consideration prior to making a selection for award; however, proposals may be accepted without such discussions or interviews.

In the event that mutually acceptable terms cannot be reached within a reasonable period of time, the Venango Conservation District reserves the right to undertake negotiations with the next most advantageous vendor without undertaking a new procurement process.

Bidding Procedures:

A bid meeting will take place on Friday, July 12, 2024 at 10:00 a.m. at the project site described in the introduction of this RFP (pg. 2). **Contractor representative attendance at the bid meeting is required for bid submission.** Project coordinator(s) will be available at the bid meeting for discussion of project layout and details.

Questions regarding the project submitted in writing to Bailey Kozalla via email at bkozalla.vcd@gmail.com **must be received by noon on July 22, 2024.**

Bids must be received by July 26, 2024 for consideration. Any bids received after this timeframe will be considered null and void.

Submittal of Proposal:

Proposals will be received until **3:00 p.m., July 26, 2024.** Proposals should be emailed to:

Bailey Kozalla
Watershed Specialist
Venango Conservation District
4871 US 322
Franklin, PA 16323
(814) 676-2832 ext. 2
bkozalla.vcd@gmail.com

Proposals will become the property of the Venango Conservation District. They will not be returned.

Cherrytree Run Fish Habitat Improvement Project

Project Narrative

The Cherrytree Run Protection Project in Venango County is a collaboration between the Venango County Conservation District (VCCD) and Western Pennsylvania Conservancy (WPC) to assist a private landowner with streambank stabilization and aquatic habitat improvements to protect a residential access road bridge across Cherrytree Run and reduce sedimentation in the Oil Creek watershed and greenway. The immediate area of concern is to stabilize 100 feet of the Cherrytree Run streambank approach to the Sportsman Lane bridge abutment on the right-descending bank. A 100' section of streambank will be stabilized by structures designed to the standards of the Pennsylvania Fish & Boat Commission's (PFBC) *Habitat Improvement for Trout Streams* guide. Structures, including modified mudsills, will be constructed to immediately stabilize the eroding bank. Live stake cuttings from shrubs will be transplanted in the restored bank to further stabilize the banks behind the structures, further reducing the likelihood of bank slope failure, erosion, and sediment pollution.

All work will be done below bank-full levels, during low-flow conditions, and avoided during times when heavy precipitation has occurred. Where practical, equipment work will be done from the stream bank, or shoreline, unless entry into the channel is determined necessary and appropriate. Excavation of waterway banks and/or bottom for the purpose of keying in stone and/or timbers, will be restricted to work that can be completed that same day. Only clean, non polluting materials will be used as fill. Stone size will be selected according to specific stream and conditions. Stone size will be R6. All disturbed areas, including the designated deposit (fill) areas will be mulched, according to the E&S Plan. Standard drawings for the method of fish habitat structure installation have been included.

Project Deliverables:

Job 1: PA One Call

Contractor will notify PA One Call prior to construction, in accordance with the law.

Job 2: Site Preparation

This includes a minimal amount of clearing and grubbing necessary to store construction material and provide access to the work site(s).

Job 3: Install structures

Place materials in trenches, in configurations determined by the standard drawings coupled with "field fit" recommendations provided by Western Pennsylvania Conservancy staff.

Structure 1: A four-section saw-tooth mudsill with dead man anchors will be constructed. Eight 25' Length (8" – 14" Diameter), 12' Length (8" - 14" Diameter), and 5' Length (8" - 14" Diameter) logs will need to be trenched into the stream and placed. Each section will consist of 20 tons of R-6 rock. Twelve 5/8" 3' length rebar per section will be provided for Western Pennsylvania Conservancy staff to pin logs in place.

Sandstone Will Be Used, Not Limestone For All Rock

Job 4: Fill Trenches, re-grade disturbed areas

Trenches will be filled with stone ballast, as well as excavated soils. Disturbed areas on the stream banks will be re-graded to a slope of not more than 2:1. Soil disturbance created for stream access and/or

material storage areas will be restored to its original condition and slope and be re-vegetated in accordance with the Erosion and Sedimentation Control Plan.

Job 5: Seed & Mulch (To be completed by Western Pennsylvania Conservancy personnel, contractor supplying mulch material.)

Western Pennsylvania Conservancy will provide a native seed mix to be applied to all disturbed areas. Contractor will be responsible for securing and providing mulch STRAW for erosion control. HAY WILL NOT BE ACCEPTED for erosion control, due to potential invasive species present within it.

Materials List

Materials	Quantity
Structure 1: Saw-Tooth Mudsill w/ Dead Man Anchor	
Logs - 25' Length (8" – 14" Diameter)	8
Logs - 12' Length (8" - 14" Diameter)	10
Logs - 5' Length (8" - 14" Diameter)	5
5/8" Rebar 3' Length	48
R6 Rock-Sandstone (Tons)	80
 TOTAL Materials	
Logs - 25' Length (8" – 12" Diameter)	8
Logs - 12' Length (8" - 14" Diameter)	10
Logs - 5' Length (8" - 14" Diameter)	5
5/8" Rebar 3' Length	50
R6 Rock-Sandstone (Tons)	100
Straw Bales (Each)	50

Venango Conservation District: Project Bid Sheet

Firm Submitting Bid:				
Project: Cherrytree Run Fish Habitat Improvement Project			Bids Due: 7/26/2024 by 3:00 pm	
Item	Units	# Units	Price/Unit	Total
Logs 25' Length (8" – 12" Diameter)	Each	8		
Logs - 12' Length (8" - 14" Diameter)	Each	10		
Logs - 5' Length (8" - 14" Diameter)	Each	5		
5/8" Rebar 3' Length	Each	50		
R6 Rock (Sandstone)	Tons	100		
Straw Bale	Lump Sum	50		
Price per straw bale if more than 100 is used	Each			
Excavation/heavy equipment services	Lump Sum	1		
Mobilization	Lump Sum	1		
			Total:	

