

## INSTRUCTIONS TO BIDDERS

### 1. Proposals

- A. The Project Design and Technical Specifications are intended to cover one contract. The failure to mention any task that would be required to complete this project shall not relieve the Contractor of responsibility to perform such work. **Only the work associated with the Fiek Property (found on plan sheet C-11) is being bid at this time.**

### 2. Contracting Officer and Contracting Officer's Representative

- A. The project is being prepared for on behalf of the landowners. Funding is being provided through the Susquehanna River Basin Commission (SRBC)'s Consumptive Use Mitigation Grant and York County Conservation District (YCCD)'s Exelon Habitat Improvement Program Grant.
- B. The Watershed Alliance of York (WAY) is acting as a Project Sponsor. The Contracting Officer is Rachel Stahlman.
- C. The Contracting Officer's Representative will be the point of contact for all communication and direction between the Contracting Officer and the Contractor. The Contracting Officer's Representative will provide on-site quality assurance of work, monitor work progress, and determine suitability of all work. The Contracting Officer's Representative is Emily Neideigh.
- D. Contact information for the Contracting Officers and the Representatives is:

#### Contracting Officer

Rachel Stahlman  
Watershed Alliance of York  
28 East Market Street  
York, PA 17401

Phone: 717-771-9870 x1763  
Email: [rstahlman@ycpc.org](mailto:rstahlman@ycpc.org)

#### Contracting Officer's Representative

Emily Neideigh  
Watershed Alliance of York  
28 East Market Street  
York, PA 17401

Phone: 717-478-8838  
Email: [eneideigh@watershedallianceofyork.org](mailto:eneideigh@watershedallianceofyork.org)

### 3. Instructions for the Bid Form

- A. Bids shall be submitted only on hard copy of the furnished Bid Schedule and Bid Form. Please make sure all blank spaces are filled in legibly in ink, and that the forms are signed at the bottom.
- B. Please do not make changes to the phraseology of the Bid Schedule. Partial bids or alternative bids not provided for in the Bid Schedule will not be considered.
- C. The Bid Schedule and Bid Form MUST be submitted in a SEALED ENVELOPE with Contractor's name and the words "**Buffalo Valley Run – Sealed Bid.**"

- D. Any bidder may withdraw a proposal at any time prior to the scheduled closing time for receipt of proposals. Proposals may be withdrawn by notifying the Watershed Alliance of York.
- E. Signature requirements on the bid forms:
  - a. For individual bidders, the owner must sign the bid.
  - b. For Partnerships, a partner must sign the bid.
  - c. For Limited Liability Companies, an authorized member or manager must sign the bid.
  - d. For Corporations, the President or Vice President must sign the bid.

#### 4. **Award of Contract**

- A. **The Bid Opening will take place at the York County Planning Commission Office at 2:00 P.M., Thursday, October 15th, 2026, at 28 East Market St, York, PA 17401.** Delivery of the bid package must be received prior to this time period, or the package is invalidated. Award of a contract shall be made at the earliest possible date from the bid opening date.
- B. Performance time will begin at the time the contract has been awarded and run through the time specified in the contract. Working hours will be according to a schedule agreed upon by the Contractor and the Project Sponsor. Contractors are permitted to schedule work between 7:00 am and 5:00 pm, 5 days a week (Monday through Friday). Work during different hours, or work on State and National Holidays, must be approved by the Project Sponsor. If the contractor fails to complete the work within the time specified in the contract, the contractor shall pay liquidated damages to the project sponsor in the amount of \$200 for every day thereafter for each calendar day of delay until the work is completed or accepted.
- C. Construction to begin within 30 days of contract being awarded. Project is to be completed within the performance time specified on the Bid Form barring delay caused by severe weather conditions. Any severe weather delay request must be submitted in writing to the Contracting Officer's Representative and, if approved, will be treated as a no cost change order to extend the completion date.
- D. The contractor shall, at all times and in all respects, be the party primarily responsible for the performance of work under the contract or any work there under. The contractor shall, at all times, advise the Contracting Officer of any subcontractors which it has working for it on this contract, and shall immediately advise the Contracting Officer of any change in subcontractors. The Contracting Officer reserves the right to reject such subcontractors for cause in its sole discretion.

#### 5. **The Bidder**

- A. Shall attend the **mandatory site showing** at the proposed location of the project being bid at **1 PM on Friday, September 25<sup>th</sup>, 2026**, to become fully informed as to all existing conditions and limitations, including access and availability of materials. The site location is:

**2722 Buffalo Valley Rd, Spring Grove, PA 17362**

The primary purpose of the site showings is to make sure that the Bidder has inspected the site and has become familiar with all existing conditions affecting the work, including, but not limited to, those conditions bearing upon:

- i. Transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and access to the site;
  - ii. The conformation and conditions of the ground, including the quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from the inspection of the site;
  - iii. The character of equipment and facilities needed preliminary to, and during, prosecution of the work.
- A. Shall include the following items in the bid:
1. Completed Bid Form and Completed Bid Schedule.
  2. The bid must be accompanied by a full and complete statement of the financial condition of the bidder, under a notarized oath, or completed by an independent certified public accountant. The financial statement shall be the statement completed for the most recent fiscal year of the bidder.
  3. The bid must be accompanied by a record of applicable experience: Contractor must demonstrate that they have completed a minimum of 2 projects involving similar stream restoration, legacy sediment removal or floodplain reconnection projects within the past 5 years. In order to qualify as a "similar project", the work must include significant stream reconstruction activities and not just riparian buffer establishment. If this component of the work will be performed by a subcontractor, the subcontractor's experience may be included to satisfy this experience requirement.
  4. A bid bond for 10% of the bid amount.

**6. Interpretation of Contract Documents**

- A. If any Bidder has questions about the project that arises following the site visit regarding the Drawings or Specifications, an emailed or written request should be submitted to the Contracting Officer's Representative for interpretation or correction.
- B. Any interpretation or correction of the bid documents will be made by the Contracting Officer by Addendum. A copy of any Addendum will be posted on the sponsor's website at <https://watershedallianceofyork.org/> and <https://www.yorkccd.org/> as soon as it is issued.

**7. The Contracting Officer**

- A. May, during the bidding period, issue Addenda to advise bidders of additions, omissions, alterations or clarifications of the drawings or specifications for this project.
- B. Reserves the right to reject the bid of any Bidder who fails to furnish promptly and properly all the required information, when notified to do so.

- C. Reserves the right to reject any and all bids that are determined to be incomplete, or from bidders who did not attend the mandatory site view.
- D. Reserves the right to reject any and all bidders who are listed on DEP's or any Federal or State debarred contractors list for violations of contracts and any Local, State, or Federal laws and regulations.
- E. Reserves the right to postpone the start of construction due to unfavorable weather conditions or other issues related to site access.
- F. Reserves the right to cancel the project at any time during the bidding and contracting process for reasons that may arise that are outside of the Project Sponsor's control, including the withholding of grant funding to federal or state agencies by executive order or otherwise.
- G. Reserves the right to reject any and all bids that exceed the grant funding available for the project.

8. **Reduction in Scope of Work**

- A. The Project Sponsor fully intends to construct the work for which bids are solicited. However, the Project Sponsor specifically reserves the right, which all Bidders acknowledge by submission of a bid, to reduce quantities and/or eliminate portions of the project to meet available finances. Reduction of quantities or elimination of portions of the project will not constitute grounds of additional or compensatory charges to the low bidder.

9. **Additional Work**

- A. Changes in the Drawings or Specifications may be made by the Contracting Officer after construction is in progress, if necessary. When necessary, changes involve work for which no quantity and price have been included in the Bid Form, such work shall be done at a price that shall first be agreed to, in writing, by the Contractor and the Contracting Officer by written change order.

10. **Work Schedule**

- A. The work shall be completed within the time allotted for the project and shown on the bid schedule. The start of the performance time will begin on the day identified as notice to proceed and determined after official contract award.
- B. The Work Schedule, Start Date, and Completion Date are important and will be considered in awarding the Contract
- C. Once the Contractor has started Mobilization on the Project site, it will be expected that work shall proceed in a continuous manner through to the conclusion of the project by the Proposed Completion Date, notwithstanding acceptable delays due to weather. The Proposed Date of Completion may be extended as needed due to extreme weather

conditions as approved by the Contracting Officer's Representative in accordance with Section 4B.

11. **Contract Security (Performance Bonds)**

- A. The bidder shall supply a bid security in the amount of 10% of bid price with their bid. The sureties of all bonds shall be such surety company or companies as are approved by the Contracting Officer, and as authorized to transact business in the State of Pennsylvania. Omission of this bid guarantee can be cause for the rejection of the offer.
- B. The successful bidder shall deliver to the Contracting Officer executed Payment and Performance Bonds each in the amount of 10% of the accepted bid price for this contract as security for the faithful performance of the Contract. The sureties of all bonds shall be such surety company or companies as are approved by the Contracting Officer, and as authorized to transact business in the State of Pennsylvania. The Bonds shall be approved by the Contracting Officer and delivered prior to execution of the formal Contract.

## GENERAL CONDITIONS

### 1. **Working Schedule**

- A. The Contractor shall coordinate the work schedules with the Contracting Officer's Representative before the Contractor begins work on this Contract. No work requiring the presence of the Contracting Officer's Representative shall be done at night, on weekends, or on Federal holidays, except in case of emergency and/or with written permission of the Contracting Officer's Representative. Written permission shall be sought at least two days in advance of the desired workday(s).

### 2. **Contractor's Liability and Property Damage Insurance**

- A. The Contractor and its subcontractors shall maintain such insurance as will provide protection from claims under Worker's Compensation Acts and Federal Employer's Liability Act by coverage with insurance companies or by methods acceptable to the State Insurance Commissioner and by no other methods, for damages which may arise from operations under this Contract, whether such operations be by the Contractor, or by any subcontractor or any one directly or indirectly employed by either of them.
- B. The Contractor shall protect himself, the property owner, the Contracting Officer, the Contracting Officer's Representative, and the project sponsor from any claims for Bodily Injury Liability, and Property Damage Liability.
- C. The limits for Bodily Injury Liability shall not be less than \$200,000.00/\$500,000.00; that is, \$200,000.00 is the limit for injury per occurrence, and \$500,000.00 in the aggregate. The minimum limit of Property Damage Liability shall be \$500,000.00 per occurrence, and \$1,000,000.00 in the aggregate.
- D. The above policies for Bodily Injury and Property Damage Liability Insurance shall be so written as to include Contingent Bodily Injury and Property Damage Liability Insurance to protect the Contractor against claims from the operation of subcontractors.
- E. Certificates of the Contractor's Insurance shall be filed with the Contracting Officer and shall be subject to approval by the Contracting Officer for adequacy of protection. No work shall be started at the site until appropriate Certificates of Insurance are filed with and approved by the Contracting Officer.

### 3. **Laws, Permits, and Regulations**

- A. All necessary regulatory permits will be the responsibility of the Contracting Officer and not the contractor; they will be obtained prior to the start of work.
- B. The Contractor shall anticipate complying with the requirements of all laws, regulations, ordinances, and requirements applicable to work under this Contract. This will include adherence to any actions prescribed by inspectors enforcing Federal, State, County, or local regulations, laws, or permits. The costs for these actions shall be included in the Bid.

- C. The Contractor shall adhere to all laws, regulations, permits, ordinances, safety codes and building code requirements applicable to work done under this Contract. This requirement shall specifically include all current applicable OSHA requirements.
- D. The Contractor shall provide and maintain all necessary safeguards to mark and prevent intrusion onto work areas.
- E. The Contractor shall be responsible for making sure contact is made with PA One-Call regarding the project activities at least 3 days prior to commencing work.
- F. The Contractor shall provide all required borrow and disposal sites. All such sites are subject to approval by the Contracting Officer's Representative. Borrow and/or disposal sites shall not be located in a floodplain or wetland. Copies of releases signed by the landowner shall be provided to the Contracting Officer's Representative.
- G. As this is a non-government source of funding, prevailing wage is not required to be paid.

#### 4. **Warranty**

- A. Contractor unconditionally warrants that all material supplied by Contractor will be new and of good quality (unless any used materials are specified in the Project Design and Technical Specifications), and that all work performed by Contractor will be performed in a substantial and workmanlike manner. Contractor shall not substitute materials called for by the Project Design and Technical Specifications without the written approval of the Contracting Officer or Contracting Officer's Representative. Contractor unconditionally guarantees it will, at its own expense, at the request of Contracting Officer or Contracting Officer's Representative, promptly replace or repair any work, equipment, or materials that fail to function properly for a period of no less than twelve months following the final inspection and completion of the as-built plans for the project. Contractor will also repair any surrounding parts of the structure (and/or personal property) that are damaged due to any failure in Contractor's work for the period of twelve months following the final inspection and completion of the as-built plans for the project. This express warranty is in addition to any implied warranties under state or federal laws. Contractor provides no warranty on any materials supplied by the Project Sponsor.
- B. Contractor shall promptly upon receipt of notice from the Contracting Officer and without expense to the Contracting Officer, make good all damages to buildings, sites, roads, parking lots, and all aspects thereof which in the opinion of the Contracting Officer is the result of the work outside the scope of this Contract, and therefore is the responsibility of the Contractor.

#### 5. **Payment**

- A. The Contractor can submit invoices for the project expenses to the Contracting Officer as often as necessary, however, 15% will be retained until the project is completed. WAY will make every attempt to make prompt payment after an inspection of the work has occurred. Payment(s)

shall be made by WAY no later than thirty (30) days after the organization receives the funds from the grantor, which can take up to ninety (90) days.

**6. Abandonment or Default by Contractor**

A. If the contractor fails to begin work under the contract within the prescribed time, or if the work to be done under the contract is abandoned by the contractor, or if the performance of the contract is unnecessarily, unreasonably, or negligently delayed by the contractor, or, if the contractor is violating any of the conditions or covenants of the contract or the specifications; or is not executing the same in good faith, or in accordance with the terms thereof; or, if the work cannot be completed within the time named in the contract, including labor strike or work stoppage, or if the contractor shall become insolvent or file for bankruptcy, including Chapter 11, or commit any act of bankruptcy or insolvency, the Contracting Officer may give notice in writing to the contractor and its surety of such delay, neglect or default, specifying the same; and, if the contractor shall not proceed to cure such defect within a period of five (5) days after such notice, then the Contracting Officer shall have full power and authority to:

1. Declare the contractor to be in default, and the Contracting Officer may thereupon notify the contractor, by written notice, to discontinue all work or any part thereof under the contract and thereupon the contractor shall discontinue the work or such part thereof, and the Contracting Officer shall thereupon have the right in its sole discretion, to do one or more of the following:
  - a. require the contractor, for its account and at its risk or otherwise as the Contracting Officer may determine, to award an emergency contract to another collector, to contract for the completion of the work or such part thereof;
  - b. to place such and so many persons as it may deem advisable, by contract or otherwise, to work and complete the work herein described or such part thereof, and to procure materials, plant, tools, appliances, equipment, supplies and property to perform the work or such part thereof or from time to time during the course of the completion of the work or such part thereof, as the Project Sponsor may require;
  - c. require the contractor forthwith to pay to the Project Sponsor with interest, for benefit of the owners of properties receiving service, the excess, if any, of the cost of the completion of the work or such part thereof.

The completion of the work or such part thereof by a substitute contractor shall not release or discharge the contractor from liability with respect to the remainder of the work or any other obligations or liability hereunder; or

2. Declare the contract terminated except as to the liability of the contractor hereinafter in this paragraph provided for, and the Contracting Officer shall thereupon have the right to award an emergency contract to another collector, to contract for the completion of the work.

B. In case the expenses of the substitute contract shall exceed the amount which would have been payable to the contractor for the same work and materials under contract if the contract had been

completed by the contractor, the contractor shall, upon completion of the work or from time to time during the course of the completion of the work as the Contracting Officer may require, pay the amount of such excess, with interest, to the Project Sponsor.

C. The Contracting Officer may also proceed as it shall deem proper upon the bonds or other security in its possession; and the Contracting Officer may also bring any suit or proceedings for specific performance or for injunction or to recover damages or to obtain any other relief or for any other purpose proper under the contract.

D. The Contractor shall also be liable for any and all costs or attorney or other professional fees incurred by the Project Sponsor as a result of the abandonment or default of the contract by contractor.

## **7. Right to Terminate**

A. In the event that the Project Sponsor fails to secure adequate funding or financing, the Project Sponsors may terminate the Agreement without penalty by providing written notice to the contractor. Such notice shall be given no later than one week after the funding failure is determined.

## **8. Indemnification**

A. The Contractor shall indemnify and hold harmless the landowners, Watershed Alliance of York, York County Conservation District, York County, EcoStrategies, SRBC, DEP, and all other of their representatives against any and all claims for damages to persons or property asserted by any person, partnership, corporation, or other organization, arising out of services performed or undertaken by said Contractor, its agents, employees, or subcontractors, except for claims for damages directly caused by the sole fault or negligence of the parties hereto, their officers, or employees.

## **9. Contact Information**

Questions concerning the terms of the contract or issues related to invoicing and billing should be directed to the Contracting Officer: Rachel Stahlman, 717-771-9870 x1763 or [rstahlman@ycpc.org](mailto:rstahlman@ycpc.org).

Questions related to the project implementation activities and other technical matters should be directed to the Contracting Officer's Representative: Emily Neideigh 717-478-8838 or [eneideigh@watershedallianceofyork.org](mailto:eneideigh@watershedallianceofyork.org).