

**CLEARWATER CONSERVANCY
2555 N Atherton St
STATE COLLEGE, PA 16803**

**REQUEST FOR BID
ROTHROCK STATE FOREST TRAIL CONSTRUCTION
PHASE 1: MUSSER GAP TRAILS**

**LOCATION:
CLEARWATER CONSERVANCY
2555 N Atherton St
STATE COLLEGE, PA 16803**

**BID DUE DATE AND TIME:
WEDNESDAY, **APRIL, 17** 2024 AT **4** P.M. ET**

**PROJECT MANAGER:
JAY ZIEGLER
ROTHROCK TRAILS ALLIANCE
mulehavenranchjz@gmail.com
(717) 580-3154**

**OWNER'S REPRESENTATIVE:
JEREMY WIMPEY
APPLIED TRAILS RESEARCH
JEREMYW@APPLIEDTRAILSRESEARCH.COM
(443) 629-2630**

**CLEARWATER CONSERVANCY
INVITATION TO BID
ROTHROCK TRAIL CONSTRUCTION
PHASE 1: MUSSER GAP TRAIL CONSTRUCTION**

The CLEARWATER CONSERVANCY (CWC) will receive sealed bids until 4:00 P.M. local time on Wednesday, April 17, 2024 at the CLEARWATER CONSERVANCY for the ROTHROCK STATE FOREST TRAIL CONSTRUCTION PHASE 1: MUSSER GAP TRAILS project. This invitation to bid is for a contractor to provide all labor, equipment, supplies and materials in performing all operations is necessary for the complete and proper development of identified (Phase 1- approximately 7.3 miles) trail facilities at the ROTHROCK STATE FOREST TRAIL CONSTRUCTION PHASE 1: MUSSER GAP TRAILS. Sealed bids will be received and time date stamped by the CLEARWATER CONSERVANCY, 2555 N Atherton St, STATE COLLEGE, PA 16803, at which time they will be publicly opened and read. Unit pricing will not be disclosed at the bid opening.

Mail or deliver sealed bids to MR. JAY ZIEGLER, ROTHROCK TRAIL ALLIANCE, C/O CLEARWATER CONSERVANCY, 2555 N Atherton St, STATE COLLEGE, PA 16803 for ROTHROCK STATE FOREST TRAIL CONSTRUCTION PHASE 1: MUSSER GAP TRAILS. The CLEARWATER CONSERVANCY takes no responsibility for delivery of bids through mail. Bidding documents are available at CLEARWATER CONSERVANCY, 2555 N Atherton St, STATE COLLEGE, PA 16803. The Bidder further understands that the CWC shall determine in its sole discretion the lowest responsive and responsible Bidder, and the CWC may reject any and all bids or make substitution, waive defects it deems unsubstantial in any bid, and that if an award is made, the CWC will award the bid in the best interest of the CWC. Award of bid is subject to funding appropriation for this project. The CWC reserves the right to reject any or/all bids, to waive any formality, and/or accept the bid deemed in the best interest of the CWC. The project will be awarded to the lowest responsive and responsible bidder.

A pre-bid site meeting will be held on April 2nd, 2024 at 11AM Eastern via zoom ([teams link](#)). Contractor questions not answered within this or the incorporated documents can be addressed via email to Jeremy Wimpey (jeremyw@appliedtrailsresearch.com) and Jay Ziegler (mulehavenranchjz@gmail.com) prior to 5 pm local time (Eastern Standard) on April 5th, 2024. Responses will be posted to the Professional Trailbuilders Association website (www.trailbuilders.org) prior to April 10th, 2024.

Dated this 21st day of March, 2024.

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CLEARWATER CONSERVANCY
2555 N Atherton St
STATE COLLEGE, PA 16803

CALL FOR BIDS:

1. **Sealed bids** (one (1) original and one (1) copy) for ROTHROCK STATE FOREST TRAIL COSTRUCTION, PHASE 1: MUSSER GAP TRAILS will be received and time date stamped by the CLEARWATER CONSERVANCY, 2555 N Atherton St, STATE COLLEGE, PA 16803 until **4:00 P.M., April 17, 2024** .
2. Bids must be received by the time and date specified.
3. No bid will be considered complete which is not submitted with SEPARATE SEALED ENVELOPES labeled "CONTRACTOR QUALIFICATIONS" and "BID FORM", containing the requisite information as required herein, and signed by a proper official of the company bidding, in the space provided therefore. Facsimile or emailed bids will not be accepted.
4. No bid will be considered which modifies in any manner any of the general provisions, specifications or the bid form.
5. A bid will be considered "Responsible" if, at the sole discretion of CWC, its agents, and property owner (Rothrock State Forest), the CONTRACTOR QUALIFICATIONS provide reasonable assurance that a high-quality, timely-delivered product based on information supplied by the Bidder and reference providers will be delivered by the CONTRACTOR.
6. In case of an error in the extension of prices in the bid the unit prices will govern.
7. A bid that is in the possession of the CWC may be altered by a letter bearing the signature and name of the person authorized for bidding provided it is received prior to the time and date of the bid opening; this will only be accepted by mail, fax or email. It is the bidder's responsibility to confirm receipt of this alteration by the CWC.
8. A bid that is in the possession of the CWC may be withdrawn by the bidder up to the time and date of the bid opening. Bids may not be withdrawn for a period of 30 days after the bid opening.
9. When the bid exceeds \$25,000.00 the successful bidder must, within twenty (20) calendar days after notification of the award, deliver to the owner an executed Contractor's Performance and Payment Bond in the amount of at least equal to One Hundred Percent (100%) of the accepted bid as security for the faithful performance of the contract.

10. A formal contract will be issued and the work contemplated will be covered by a SERVICE CONTRACT, (a non-paying document). CWC shall voucher against the SERVICE CONTRACT. All payments shall be handled through CWC, as approved by the Owner's Representative.
11. Acceptance of the SERVICE CONTRACT will be deemed to mean acceptance of the contract work as specified in the Bid.
12. Final payment of 10% of the total contract amount will be made the Forty-first (41) day after the first Notice of Completion and Acceptance of all work.
13. In the event that all of the work is not completed by **DATE TBD, 2024**, the CWC will assess (\$300.00) *Three Hundred Dollars per* calendar day, not as a penalty, but as liquidated damages to CWC.
14. The liquidated damages assessment for non-completion by the time specified will be computed beginning the day following the first working day specified for completion and continue each and every calendar day until all items shown on the bid are completed. If it is necessary to apply this assessment, the total amount of such damages will be deducted from the final voucher drawn in payment for the contract.
15. Failure of the successful bidder to furnish the equipment, materials, supplies, or perform the service awarded from his bid shall eliminate the bidder from the active bidder's mailing list.
16. The CWC hereby notifies all prospective bidders it will affirmatively assure that minority business enterprises will be afforded full and equal opportunity to submit bids in response to this invitation and are specifically encouraged to do so. The CWC further assures that it will not discriminate against anyone on the grounds of race, sex, age, color or national origin or disability in consideration for an award.
17. Bids are to be either delivered or mailed to Jay Ziegler, ROTHROCK TRAIL ALLIANCE, c/o the CLEARWATER CONSERVANCY, 2555 N Atherton St, State College, PA 16803, and submitted in a sealed envelope marked **Rothrock State Forest Trail Construction, Phase 1: Musser Gap Trails by April 17th, 2024 at 4 p.m. local time.** Bids received after the above time limit, whether delivered or mailed may not be considered.

**CLEARWATER CONSERVANCY
2555 N Atherton St
STATE COLLEGE, PA 16803**

**ROTHROCK STATE FOREST TRAIL CONSTRUCTION
PHASE 1: MUSSER GAP TRAILS**

GENERAL PROVISIONS:

1. LICENSES, PERMITS AND TAXES:

The contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

2. LAWS TO BE OBSERVED:

The contractor shall keep fully informed on all Federal and State laws, all local bylaws, regulations, ordinances and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affects those engaged or employed on the work, or which in any way affects the conduct of the work. He shall at all times observe and comply with all such laws, bylaws, ordinances, regulations, orders and decrees in force at the time of award. The contractor shall protect and indemnify CWC and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order of decree whether by himself or his employees.

No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the contractor for any of the above reasons.

3. CONTRACTOR'S INSURANCE:

a) The contractor shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the CWC. Approval of the insurance by the CWC shall not relieve or decrease the liability of the Contractor hereunder.

b) COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

The Contractor shall take out and maintain during the life of the contract, the statutory Worker's Compensation and Employer's Liability Insurance for all his employees who are to be engaged in work on the project under this contract. The Contractor shall also supply the CWC proof of Compensation and Employers Liability Insurance on each and every sub-contractor prior to their being allowed on the job site.

c) CONTRACTOR'S INSURANCE:

The Contractor shall not commence work under this Contract until it has obtained all the insurance required by the CWC and such insurance has been approved by the CWC. Approval of insurance by the CWC shall not relieve or decrease the liability of the Contractor. The Contractor shall file a Certificate of Insurance with the CWC verifying each type of coverage required.

1. Workers' Compensation and Employer's Liability Insurance. The Contractor shall provide proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. The Contractor shall also supply to the Owner proof of workers' compensation and employers' liability insurance, if required, on each and every subcontractor prior to allowing that subcontractor on the job site.
 2. Commercial General Liability Insurance. The Contractor shall provide coverage, during the entire term of this contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and products and completed operations, in an amount not less than *Five Hundred Thousand Dollars (\$500,000) per occurrence and One Million Dollars (\$1,000,000) in aggregate.*
 3. Certificate of Good Standing. The Contractor shall provide a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.
 4. Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract and project. All policies shall be primary and not contributory. Contractor shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Owner.
 5. CWC May Insure for Contractor. In case of the breach of any provision of this Section, the CWC, at the CWC's option, purchase and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the CWC may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be found to be due or become due to the Contractor under this Contract.
- d) CWC'S RIGHT TO REJECT: The CWC reserves the right to reject a certificate of insurance if the Contractor's insurance company is widely regarded in the insurance industry as financially unstable. This includes, but is not limited to, insurance companies with an "Omit" rating in the A.M. Best insurance rating guide.
- e) CWC'S RIGHT TO CONTACT INSURER: The CWC shall have the right to consult with the Contractor's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
1. Exclusions endorsed;
 2. Claims in progress, which could significantly reduce the annual aggregate limit;
 3. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to:
 - A. Retroactive dates;
 - B. Extended reporting periods or tails; and
 - C. Any applicable deductibles.

4. PRE-BID MEETING, LOCATION:

A pre-bid site zoom meeting will be held at April 2nd at 11AM Eastern. ([teams link](#))

Bidders are encouraged to visit the site and review the work prior to submitting their bids.

5. CONTRACT TIME:

Said work shall commence upon receipt of the Notice to Proceed, following May 15th, 2024, and shall be completed within the contract dates. Concept of the work is to take place only when the ground has thawed. Bidders shall understand that if circumstances so arise that a contract extension is needed, one shall be granted due to inclement weather, acts of God and acts beyond the control of the contractor, such as strikes, fire, lockouts, unusual delays in shipment. The Owner's Representative and the contractor shall mutually agree on a reasonable extension of time. Work may not commence until the NPDES permit and has been approved (submitted to the state by DCNR March 2024).

6. PENNSYLVANIA STATE PREVAILING WAGE ACT (PWA):

Not less than the prevailing hourly rate of wages for work under this bid shall be paid to all workers unless otherwise specified in writing by the PA Bureau of Labor Law Compliance (717-705-7256) prior to this bid opening.

7. CONSTRUCTION WAGE AND EMPLOYEE RECORDS:

Contractors and all sub-contractors to maintain accurate records of employees, names, occupations and wages paid to employees, which is reviewable by the PA Department of Labor & Industry or the CWC. Violation of this section is subject to criminal sanctions.

8. SALES AND USE TAX:

Direct purchases of materials by the CWC are exempt from Pennsylvania Sales and Use Tax. Contractors purchasing and consuming materials, equipment and supplies for their performance of alterations, improvement of repair of real property are subject to the Pennsylvania Sales or Use Tax. Purchases by Contractors of equipment, materials, and supplies consumed in contracts with the United States Government, the State of Pennsylvania, its departments and institutions and the political sub-division thereof are subject to the Pennsylvania Sales or Use Tax.

The Contractor shall cause each of his sub-contractors to abide and perform their work on the same terms and conditions as provided in the above. The Contractor shall cause the above statement to be inserted in any contract or agreement between the contractor and his sub-contractors.

9. BASIS OF AWARD:

The CWC reserves the right to reject any and all bids, to waive any and all informalities and to negotiate contract terms with the successful bidders, and the right to disregard all non-conforming, non-responsive or conditional bids.

In evaluating Bids, the CWC shall consider the qualifications and approach of the Bidders, whether or not the Bids comply with the prescribed requirements and hourly rates and unit prices, if requested in the bid forms, are extended correctly. To be considered a responsive Bidder, the following must accompany the bid form:

1. **CONTRACTOR QUALIFICATIONS-** Project Description and reference contact information for not less than three (3) similar natural surface trail construction projects that include similar specifications and amount of trail constructed to those outlined in this project;
2. **PROJECT APPROACH-** Proposed construction schedule and approach to this project, including machines/materials to be utilized, identification and experience of on-site personnel on similar projects with similar machines/materials.

The CWC may conduct such investigation as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed sub-contractors and other persons and organizations to do the work in accordance with the Contract Documents to the CWC's satisfaction within the prescribed time.

Unless otherwise specified by the CWC or the bidder, the CWC may accept any item or groups of items in the bid as may be in the best interest of the CWC. If the contract is to be awarded, it will be awarded to the bidder deemed to provide the lowest responsive and responsible bid and whose evaluation by the CWC indicates to the CWC that the award will be in the best interest of the CWC.

10. **WARRANTY PERIOD:**

If after the approval of final payment and prior to the expiration of one year after the date of Final Completion or such longer period as may be prescribed by law or by the terms of any applicable special guarantee, the Contractor shall promptly, without cost to the CWC and in accordance with the CWC's written instructions, either correct such defective work or, if it has been rejected by the CWC, remove it from the site and replace it with non-defective work. If the Contractor does not promptly comply with the terms of such instruction, the CWC may have the defective work corrected or the rejected work removed and replaced, and all costs incurred therefore, including compensation for additional professional services, shall be paid by the Contractor and its sureties. The remedies provided in this section are in addition to all other remedies available to the CWC under applicable laws and shall not be construed as exclusive of any other legal right or remedy available to the CWC.

11. INDEMNIFICATION:

The Contractor shall indemnify, defend, and hold harmless the CWC and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Contractor's malpractice.

12. SOVEREIGN IMMUNITY:

The CWC does not waive Sovereign immunity by entering into the Contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Pennsylvania Statute (1980, Oct. 5, P.L. 693, No. 142, § 221(i)) and all other state law.

13. DCNR DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENTS FOR THE RECREATIONAL TRAILS PROGRAM:

(a) Policy for Federally-Funded Projects. It is the policy of the U.S. Department of Transportation (DOT) and the Department that DBEs, as defined in 49 CFR Part 26, as amended, (Part 26) and this specification, be given the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this contract. Consequently, the DBE requirements of Part 26, as amended, apply to this contract.

(b) A Good Faith Effort has been completed to provide the opportunity for Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) firms to participate in the performance of this construction contract. **No further action is required from prospective bidders.**

14. BUY AMERICA ACT PROVISIONS (23 CFR 635.410):

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate

bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

CLEARWATER CONSERVANCY
2555 N Atherton St
STATE COLLEGE, PA 16803

BID FORM:

In compliance with the Call for Bids, General Provisions, Specifications and drawings the undersigned hereby proposes to furnish all labor and materials and to perform all work necessary for the ROTHROCK STATE FOREST TRAIL CONSTRUCTION, PHASE 1: MUSSER GAP TRAILS in accordance with the Call for Bids, General Provisions, Specifications and Drawings, and any and all Addenda for considerations in the following amounts:

1. That for and in consideration of the amount shown above, this contractor shall perform the work of the ROTHROCK STATE FOREST TRAIL CONSTRUCTION, PHASE 1: MUSSER GAP TRAILS in a good workmanlike and substantial manner and to the full satisfaction of the CWC. In the prosecution of the work, the Contractor shall, at his own cost and expense, furnish all labor, machinery, tools, equipment, materials, and supplies except such equipment and materials which shall be furnished by the CWC, as provided in the Specifications or General Provisions, and shall perform the work in strict conformity with the General Provisions and Specifications relative to this work.
2. In consideration of the covenants and agreements to be kept and performed by the Contractor and for the faithful performance of this Bid and the completion of the work embraced herein according to the plans, specifications, drawings and conditions herein contained and referred to, the CWC shall pay and the Contractor shall receive and accept as full compensation for everything furnished and done by the Contractor under this proposal and also for all loss or damage arising out of the nature of the work, the action of the elements or from any unforeseen contingencies or difficulties encountered in the prosecution of the work, the prices stipulated above.
3. Time shall be the essence of this contract on the part of the Contractor and it is hereby agreed by the parties hereto that in case all of the work called for under said contract, in all parts and requirements, is not completed by and at the time herein mentioned or by and at such other time to which the period of completion may be extended, damage will be sustained by the CWC, and that it is and will be difficult or impossible to ascertain and determine the actual damage which the CWC will sustain in the event of and by reason of such delay, and it is therefore agreed that said Contractor shall pay to the CWC, as agreed damages and not as penalty, (\$300.00) Three Hundred Dollars per working day, and the same shall be deducted from the amount due or to become due to the Contractor and such payments or deductions shall not in any degree release the Contractor from further obligations and penalties in respect to the fulfillment of the entire contract, nor any right which the CWC may have to claim, sue for, and recover as compensation and damages for non-performance of this proposal. No change will be made by the Contractor for hindrances or delays from any cause, whatsoever, in the progress of the work.
4. Said work shall be commenced upon notice to proceed, only during periods of thawed ground, and shall be completed per contract documents provided. However, that should the Contractor be delayed in the execution of the work by any act, neglect or fault of the CWC, or by any damage caused by fire, flood or

other casualty over which the Contractor has no control, then the time herein set for the completion of the work may be extended as determined by mutual agreement of the parties hereto. The CWC hereby reserves the right to accept and make use of any portion of said facilities before completion of the entire work without invalidating the contract, or binding said CWC, and accept the remainder of the work or any portion thereof, whether completed or not and without in any way thereby releasing the bid bonds of said Contractor.

5. It is also agreed by the parties hereto that the Call for Bids, Drawing, General Provisions and Specifications, herein referred to, form an essential part of this agreement and whether the same are attached hereto or on file in the office of the CWC, they shall have the same force and effect as if spread at length herein.
6. If written Notice of Acceptance of this bid is delivered to this bidder within Twenty (20) calendar days after date of bid opening, this bidder will within Twenty (20) calendar days after date of such notice, execute and deliver the Contractor's Bonds and Certificate of Insurance in accordance with the General Provisions and bid as accepted.
7. The bidder hereby agrees that should he be awarded this contract, Contractor shall not discriminate against any person who performs work there under because of age, race, religion, color, sex, national origin or ancestry.
8. The bidder also covenants and agrees and that this Bid is made without collusion with any other person, firm or corporation; that he has carefully examined the Call for Bids, General Provisions, Drawings and Specifications, and any and all Addenda governing the work included in this Bid, and has inspected the site of the work and fully understands the physical conditions under which the work must be performed.
9. The bidder will perform all extra work that may be required and on the conditions set forth in the General Provisions.

Bidder to acknowledge receipt of the Addenda: ____/____/____/____

(Name of Bidder)

(Street Address)

(E-mail address)

(Print Name of Person Signing and Title)

(Signature)

(City, State, Zip)

(Phone Number)

SIGNATURE PAGE

1. BY SUBMISSION OF A BID, THE BIDDER CERTIFIES:

- 1.1 Prices in this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- 1.2 No attempt has been made nor will be by the bidder to induce any other person or firm to submit a bid for the purpose of restricting competition.
- 1.3 The person signing this bid certifies that he/she is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this advertisement.
- 1.4 Bidder will comply with all Federal regulations, policies, guidelines and requirements.

2. GENERAL INFORMATION:

Company Name _____ Phone _____

Signatory's Name _____ Fax _____

Signature & Title _____ (Date) _____

Mailing Address _____

City _____ State _____ Zip _____

Email Address _____

SSN/Employer Identification Number _____

3. OWNERSHIP AND CONTROL:

Bidder's Legal Structure:

- | | |
|----------------------------------------------|----------------------------------------------|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> General Partnership |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Limited Liability | <input type="checkbox"/> Other _____ |

If Bidder is a sole proprietorship, list:

Owner Name _____ Phone () _____

Mailing Address _____

City _____ State _____ Zip _____

SSN/Employer Identification Number _____

Beginning date as owner of sole proprietorship _____

Provide the names of all individuals authorized to sign for the bidder:

NAME (printed or typed)

TITLE

_____	_____
_____	_____
_____	_____
_____	_____

VERIFICATION

I certify under penalty of perjury, that I am a responsible official (as identified above) for the business entity described above as Proposer, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions which can lead to imposition of a fine and/or imprisonment.

(Name and Title)

(Date)

Bids shall include sales tax and all other applicable taxes and fees. In case of a discrepancy, the “unit price” will govern over the total.

To be considered a responsive bid, the following must be provided IN A SEALED ENVELOPE SEPARATE FROM THE BID FORM:

- 1) **CONTRACTOR QUALIFICATIONS-** A minimum of three (3) references for similar natural surface trail construction projects that include specifications and amounts similar to those described for this project. Information must include name, address, telephone number of the direct manager of the project, date of project, description of services performed, period of performance, and contracted amount;
- 2) **PROJECT APPROACH-** Proposed construction schedule and approach to this project, including machines/materials to be utilized, identification and experience of on-site personnel on similar projects with similar machines/materials.

If a bid is considered responsible from the standpoint of a Contractor's demonstrated capability to complete the project in a high-quality, timely manner based on experience and past performance, only then will that Contractor's Bid Form, to be delivered IN A SEPARATE SEALED ENVELOPE, be opened.

NAME OF BIDDER_____

DATE_____

CLEARWATER CONSERVANCY
2555 N Atherton St
STATE COLLEGE, PA 16803

**SPECIFICATIONS FOR: ROTHROCK STATE FOREST TRAIL CONSTRUCTION
PHASE 1: MUSSER GAP TRAILS**

SCOPE: Completion of an on-site investigation of existing conditions, furnish all labor, equipment, supplies and materials in performing all operations necessary for the complete and proper development of identified (Phase 1) trail facilities in the Rothrock State Forest Trail Construction project. The project includes four (4) segments of trail, totaling approximately 7.3 miles of construction (See Attachment A- Trail Specifications).

DIVISION 1 - GENERAL REQUIREMENTS

Section 1.1 PROJECT LOCATION

The work is located on land owned by the Pennsylvania Department of Conservation and Natural Resources, Bureau of Forestry, Rothrock State Forest and managed by the CWC.

Section 1.2 DESCRIPTION OF WORK (SEE ATTACHMENT A)

The general components of the work to be performed under these plans and specifications include furnishing and installing the following:

- a. Furnish and install natural surface, singletrack trail
- b. Furnish and install bridges, puncheon, and rock armoring associated with the trail construction and specified within the construction documents.

Section 1.3 LAYOUT

Layout of the center of a 100-foot wide trail corridor has been completed and flagged. The contractor shall place and establish stakes and markers as may be necessary for control and guidance of their construction operations and shall be responsible for all measurements that may be required for the execution of the work.

The Owner's Representative shall approve all proposed, final locations of bridges, puncheons, and rock armored trail tread. Note that due to potential Timber Rattlesnake habitat on the south facing slopes of the project, Pennsylvania Fish and Boat Commission (PFBC) will be providing a review of portions of the corridor just prior to construction, specifically:

From PFBC: The majority of the trail route does not appear to intersect with critical den or gestation habitat for the Timber Rattlesnake. However, a field view to examine habitat along the south-facing slope of Tussey Mountain is still pending. Given the nature of the project, we agree to provide conditional approval, provided that the following guidance is followed:

- 1.) Prior to project implementation, PFBC biologists will investigate the proposed project site for potentially suitable habitat for the species of concern a minimum of four weeks prior to construction.*
- 2.) If a den (over-wintering) site is found during the PFBC field view of the proposed project site, the trail corridor may be subject to lateral shifts up to 50-100 feet to protect critical habitat for the Timber Rattlesnake.*

Section 1.4 SUBMITTALS

Submittals shall be interpreted to include drawings, data, manuals, certifications, warranties, samples, and other items furnished by the Contractor for approvals. Submittals will be given to the Owner's Representative and the CWC. The following submittals will be required for this project:

- 1.) Proposed Construction Schedule
- 2.) Proposed approach to the project, including materials/machinery (none with operable track base width greater than 48"), operators, and operator experience with each machine.

Section 1.5 MATERIALS

Materials as used in these specifications shall mean equipment, machinery, product, component or any other item to be incorporated in the work.

Materials furnished by the Contractor shall be of the type and quality described in these specifications. Substitute materials may be used, provided no substitute materials shall be used without prior written approval by the Owner's Representative and Rothrock State Forest. The Owner's Representative determination as to whether substitution will be permitted will be final and conclusive.

Section 1.6 ACCESS AND HAUL ROUTES

The Contractor shall make his own investigation of the condition of available public or private roads to determine clearances, restrictions, and other limitations that affect transportation at the job site.

Existing roads are available for the Contractor's use provided they are inside the project boundary. The Contractor will repair any damage on existing roads caused by the Contractor.

The hauling of sand, gravel, earth materials, concrete, or other hauling, shall be in compliance with applicable local regulations and shall minimize interference with local traffic. Where haul routes cross public roads or highways, the Contractor shall provide barricades, flag people, and other necessary precautions for the safety of the public. The Contractor will take all necessary precautions so as not to unnecessarily restrict traffic flow on Forest Roads and entering nearby roads and highways.

Section 1.7 POWER AND WATER

The Contractor shall make all necessary arrangements and shall provide all power and water required for construction purposes. At the termination of this contract, the Contractor shall dismantle and remove all distribution lines used for construction that are not part of the permanent installation. Contractor will call for existing utility locates if necessary.

Section 1.8 STAGING AREA

Staging areas for on-site storage of equipment, materials, or other items that are needed for construction will be approved by the Owner's Representative and Rothrock State Forest before construction of this contract begins.

Section 1.9 PRESERVATION OF VEGETATION

The Contractor shall exercise care to preserve the natural landscape, including trees and shrubs, and shall conduct construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent works or excavation operations, all trees, native shrubbery, and vegetation, shall be preserved and

protected from damage by the Contractor's construction operations and equipment.

All unnecessary destruction, scarring, damage or defacing of the landscape resulting from the Contractor's operations, shall be repaired, replanted, reseeded or otherwise corrected as directed by the Owner's Representative and at the Contractor's expense.

After completion of the work, all areas disturbed by construction that do not require landscaping or planting, shall be scarified and left in a condition which will facilitate natural vegetation, provide for proper drainage and prevent erosion.

Section 1.10 CLEAN-UP

Due to the public nature of the sites, clean-up during construction is extremely important. General clean-up will be carried out by the Contractor over the limits of the entire project to the satisfaction of the Owner's Representative. This includes touch-up work, patching, and clean-up of all materials related to this contract and Contractor. Clean-up will not be paid for separately but will be included in the prices bid in the schedule.

Section 1.11 ADJUSTMENT OF TOTAL CONTRACT PRICE

The amount of funds available for this project is a set amount and cannot be overrun. If the total amount exceeds the monies available, the amount of the bid will be decreased by the amount necessary to bring it in line with the monies available.

The unit prices will not be changed but the quantities will be decreased. Should the amount decreased exceed twenty-five (25%) percent of the total bid, new unit prices can be negotiated by the CWC and the bidder.

Section 1.12 GUARANTEE AND WARRANTY

A one (1) year guarantee and warranty will be provided by the Contractor on all work of this project. Any portions needing replacement or repair within one (1) YEAR FROM THE DATE OF WRITTEN ACCEPTANCE by the CWC shall be completed by the Contractor at his expense, within a time frame agreed upon by CWC. All manufacturer warranties shall be transferred to CWC.

DIVISION 2 - EARTHWORK

Section 2.1 GENERAL

All costs for earthwork of this project; excavation, stripping and backfilling, are considered subsidiary to the installation of natural surface trail and associated costs are to be included with the associated bid items, not to be paid separately. Bidders and the Contractor shall assume all responsibility for deductions and conclusions as to the nature of the materials to be excavated and the difficulties of making and maintaining the required excavations. Excavation shall be made to the lines, grades and dimensions prescribed in the various paragraphs of these specifications and as shown on the drawings. No excavation shall be made in frozen materials without written approval from the Owner's Representative.

All necessary precautions shall be taken to preserve the material below and beyond the established lines of all excavation. Any damage to the work due to the Contractor's operations shall be repaired at the expense of and by the Contractor. Material beyond the required or prescribed excavation lines which is loosened or disturbed by the Contractor's operations shall be removed or fine graded at the expense of the Contractor.

Where additional excavation is prescribed by the Owner's Representative to remove unsuitable foundation material, all earthwork due to such additional excavation shall be in accordance with these specifications.

The trail surfaces to be constructed shall be finished to the dimensions shown on the drawings or prescribed by the Owner's Representative. The surfaces shall be tamped or rolled with suitable tools or equipment to form a compacted trail tread.

Section 2.2 EXCAVATION FOR DRAINAGE

The Contractor shall perform excavation for the drainage, and as may be instructed by the Owner's Representative.

The drainage channels shall have side slopes and bottom widths to conform to the topographic and hydraulic conditions to be met.

Section 2.3 BACKFILL

All backfill shall be placed moistened and compacted to the trail surface. The material to be compacted

shall be deposited in approximately horizontal layers which shall not be more than 6 inches in thickness and the layers shall be moistened.

Backfill material shall be obtained from material moved in required excavations or within 25' of the established tread centerline. Backfill shall be placed to the lines and grades shown in the drawings for the purpose of a sustainable, natural surface trail, or as required by the Owner's Representative.

DIVISION 3- COMPLETION REQUIREMENTS

Section 3.1 PAYMENT

Payment shall be for each project completed and in place as per the bid schedule, for which price and payment shall be full compensation for all materials, labor, installation, transportation, and any other incidentals necessary to complete the project according to the specifications and drawings. Payment will be based on a bi-weekly total of trail completed, measured by rolling wheel by the Owner's Representative in the presence of Contractor.

The amount of funds available on this project is a set amount and cannot be overrun. If the total amount of the bid exceeds the monies available, the amount of the selected bidder's bid will be decreased by the amount necessary to bring it in line with the monies available. The unit bid prices will not be changed but the quantities will be decreased. Should the amount decreased exceed twenty-five percent (25%) of the total bid, new unit prices can be negotiated by CWC and the lowest responsible bidder.

In the event that all work is not completed by **Date TBD** the CWC will assess three hundred dollars (\$300.00) per working day, not as a penalty, but as liquidated damages to the CWC.

The liquidated damages assessment for non-completion by the time specified will be computed beginning the day following the first working day specified for completion and continue each and every working day until all items shown on the proposal are completed. If it is necessary to apply this assessment, the total amount of such damages will be deducted from the final voucher drawn in payment for the contract.

The Contractor is responsible to comply with and retain on-site any and all federal, state, or county permits for the duration of the project.

Any vandalism is responsibility of contractor until project is accepted by the CWC.

Section 3.2 GENERAL COMMENTS

Contractors must provide a minimum of three (3) references IN A SEPARATE SEALED ENVELOPE MARKED “CONTRACTOR QUALIFICATIONS” FROM THE SEALED BID FORM. The CONTRACTOR QUALIFICATIONS are to include 1) reference information for not less than three (3) similar natural surface trail construction projects, including name, address, telephone number of primary project manager, date/duration of project, and detailed description of the work performed, and 2) Proposed construction schedule and approach to the project, including materials/machinery, operators, and operator experience with each machine.

Workmanship shall be of the best quality. The professional appearance of finished work shall be of equal importance with its intended use. All portions of the work shall be so laid out and installed so that the work, as a whole, is of uniform quality and appearance.

Contractor acknowledges that he has satisfied himself as to the nature and location of the work and the general and local conditions of the site by visiting the site and becoming thoroughly familiar with the sites.

A pre-construction conference shall be scheduled by the Contractor and CWC to take place not more than one week prior to commencing construction. The meeting shall include the CWC, Rothrock State Forest, the Owner’s Representative, and appropriate representatives of the Contractor who will be responsible for the management of the project. Major subcontractors shall also attend.

Contractor will be required to procure materials as per the Construction Documents. Cost of delays because of non-availability of specified items when such delays could have been avoided by the Contractor, shall not be borne by the CWC. Burden of proof for substituted materials rests with the Contractor. Sufficient documentation must be provided in ample time for review by the Owner’s Representative. Contractor must not assume that substitutions will be granted.

It shall be the responsibility of the Contractor to become familiar with federal, state, and local code enforcement, including the Federal Occupational Safety and Health Act of 1970 (OSHA).

Before performing any work or ordering any materials, the Contractor shall verify all dimensions of any existing and new work and shall be responsible for their accuracy.

Contract Time. Said work shall commence following the Notice to Proceed and will be completed by **Date TBD**. Concept of the work is to start and to progress without interruption until the job is complete. Bidders shall understand that if circumstances so arise that a contract extension is needed, one shall be granted due to

inclement weather, acts of God, and acts beyond the control of the Contractor, such as strikes, fire, lockouts, and unusual delays in shipment. Time extensions shall be requested in writing within two weeks of the occurrence. The Owner's Representative and the Contractor shall mutually agree on a reasonable extension of time.

**ATTACHMENT A
(By Incorporation)**

**ROTHROCK STATE FOREST
TRAIL CONSTRUCTION SPECIFICATIONS (PHASE 1)**

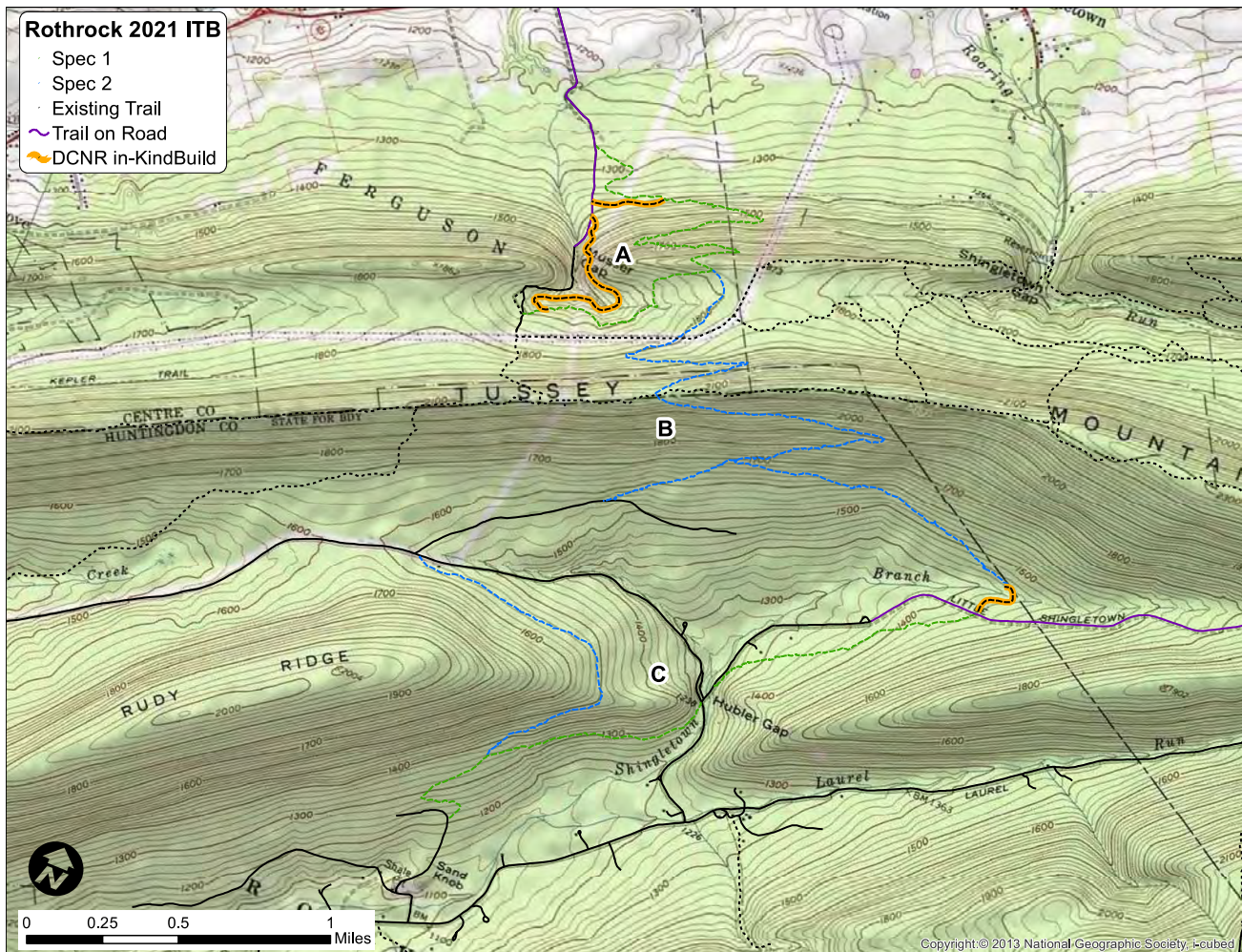
ATTACHMENT B

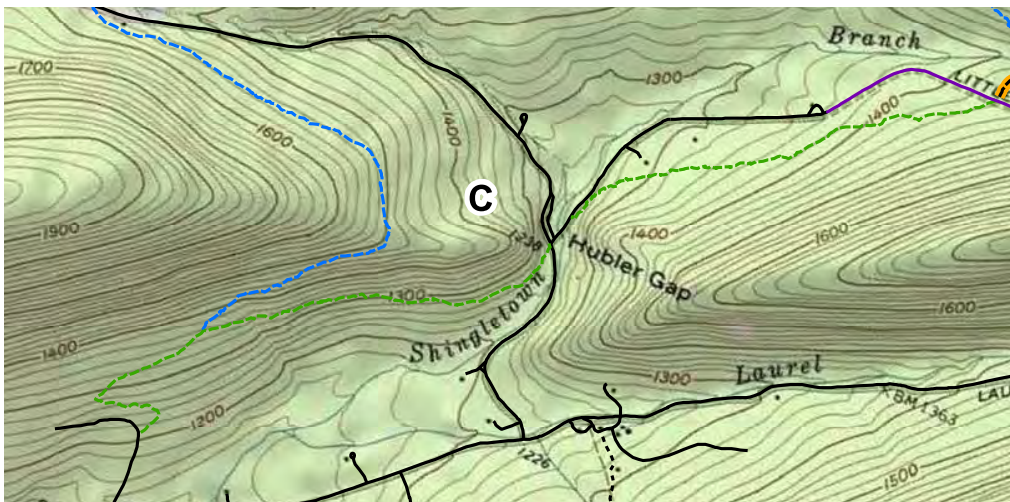
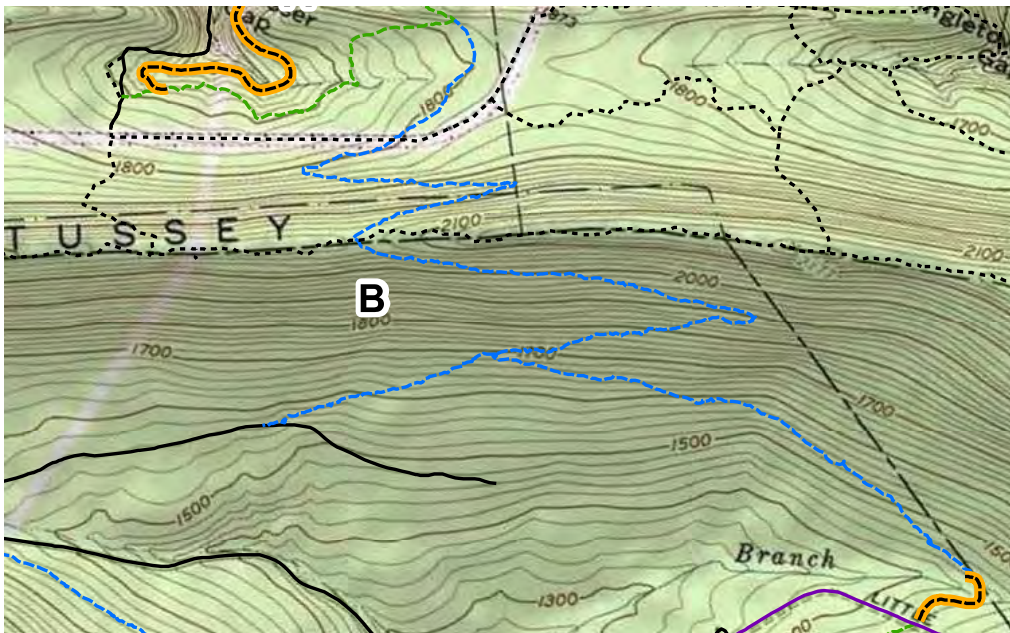
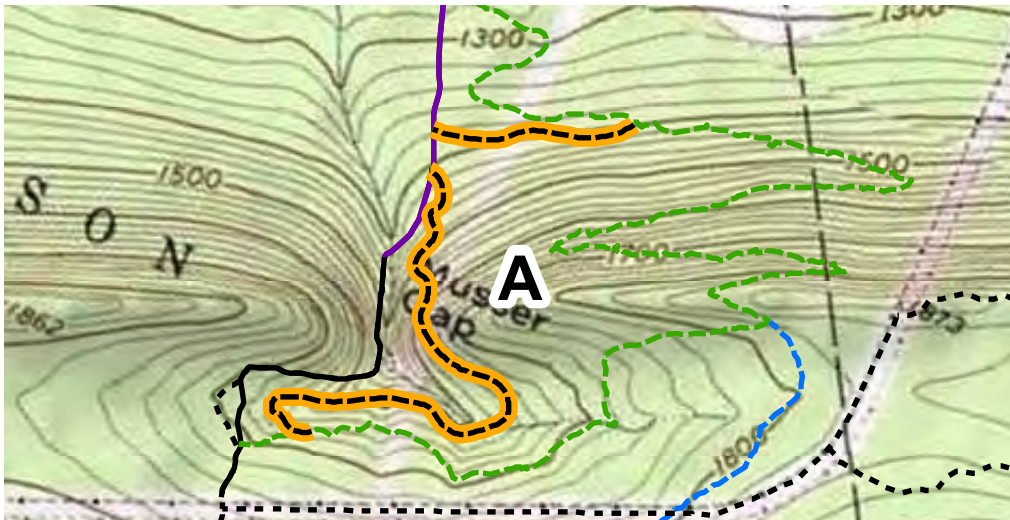
BID SCHEDULE ROTHROCK STATE FOREST TRAIL CONSTRUCTION: PHASE 1: MUSSER GAP TRAILS

Bidders Summation of Bid Total

Instructions:

- Unit prices are to be provided on a per-item basis. Unit prices are fixed.
- For each work item, provide a unit price for ALL WORK ITEMS. Failure to provide a unit price for any item is grounds for invalidation of the bid.
- Quantities for each work item are estimates. Final quantities for payment will be tallied on a bi-weekly basis.
- Add all work item totals and provide a total cost at the bottom of the worksheet





WORK ITEM	UNIT	UNIT PRICE	EST. QUANTITY	SUBTOTAL
Sector A- Spec 1 (Green)	lin. ft.		14,712	
Sector B- Spec 2 (Blue)	lin. ft.		23,806	
			Total:	

ATTACHMENT C

Sample Contract



Contract for Construction Services

Basic Contract Information Sheet ("Information Sheet")

Contract Date: _____

Start Date: _____

Completion Date: _____

Contract Price: Not to Exceed \$_____

Site: Musser-Whipple Dam Gap Zone of Rothrock State Forest ("State Forest") located in Centre, Hunter and Mifflin Counties, Pennsylvania

Owner: Commonwealth of Pennsylvania, Department of Conservation and Natural Resources ("DCNR")

Owner's Representative: _____, Pennsylvania Bureau of Forestry, District Forester ("District Forester")

Trail Developer: ClearWater Conservancy of Central Pennsylvania, Incorporated ("CWC")
2555 North Atherton Street State College, PA 16803
814-237-0400

Trail Developer Representative: Applied Trails Research, LLC ("ATR")
950 Selma Blvd
Staunton, VA 24401
443-629-2630

Contractor: [Name]
[Address]
[Telephone]
[Email]

Federal ID: _____

This is a Contract for Construction Services (“Contract”) by and between **CWC**, a Pennsylvania non-profit corporation, and **Contractor** (collectively, the “Parties”).

BACKGROUND

CWC entered into an Agreement for Implementing a Comprehensive Trail System for Rothrock State Forest with DCNR dated 9/6/2023 (the “DCNR Trail Agreement”) whereby CWC agreed to oversee development of a comprehensive trail system in the State Forest.

This Contract consists of this contract form plus the following document(s):

- 1) Information Sheet
- 2) The DCNR Trail Agreement
- 3) Exhibit A: Scope of Work

All of the documents listed above, attached hereto and hereby incorporated by reference, shall be part of this contract form just as if it physically appeared within same. Together, the terms and conditions of this contract form and attachments constitute the entire agreement by and between the Parties with respect to the subject matter hereof, and shall inure to the benefit of, and shall be binding upon, the Parties, their respective successors and permitted assigns.

In consideration of the mutual covenants hereinafter set forth, CWC and Contractor agree to the following terms and conditions.

1. Term. Performance by Contractor shall begin on the Start Date and shall be completed on or before the Completion Date, unless this Contract is amended or terminated in accordance with the provisions of this Contract (the “Term”).

2. Services

2.1 Scope of Work. Contractor shall provide the services and deliverables (“Services”) to CWC as described in Exhibit A.

- A. Assurances. Contractor warrants that performance of Services will be in accordance with all applicable federal, state, and local laws, rules, and regulations.

2.2 Best Efforts and Performance; Time of the Essence. Contractor shall provide the Services in a professional manner in accordance with the current professional standards and with the diligence and skill expected for the performance of work of the type described. Both CWC and Contractor agree to satisfy their obligations under the Agreement on a prompt basis, time being of the essence of the Contract.

2.3 Contractor's Responsibilities. Unless otherwise provided in the Contract, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of Services.

2.4 Independent Capacity of Contractor

- A. The Parties intend that an independent contractor relationship is created by this Contract. Contractor is not an employee, partner, or agent of CWC. Contractor shall not hold itself out as, or claim to be, an officer, agent, or employee of CWC by reason hereof, nor shall Contractor make any claim of right, privilege or benefit that would accrue to such employee or agent of CWC or under law.
- B. Performance of Services will be solely with Contractor, in accordance with the terms and conditions of this Contract.
- C. Contractor shall be solely responsible for, and CWC shall have no obligation with respect to, the withholding and payment of federal, state, and local taxes, fees, and assessments of every kind and nature with respect to the Services performed and the consideration payable under this Contract.

2.5 Subcontracting. Contractor shall not subcontract with any person or entity, other than those specified in the Contract, to perform any or all of the Services without the prior written consent of CWC. Contractor shall be responsible to CWC for the acts and omissions of all subcontractors, agents, and employees of Contractor; in no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to CWC for any breach in performance of Contractor's duties under the Contract. No contractual relationships exist between CWC and any subcontractor, agent, or employee of Contractor.

3. Payment: Amount; Schedule; Conditions

3.1 Total Amount. The total compensation payable to Contractor for

performance of Services under this Contract shall not exceed the stated Contract Price; said total amount is inclusive of all costs related to performance of Services, including expenses. CWC shall not be liable for any costs or expenses incurred by Contractor in excess of the Total Amount.

3.2 Schedule. CWC will pay Contractor upon approval of Services and within 30 days of receipt of invoice from Contractor; Invoicing shall take place no more frequently than every 30 days for the duration of the project with a PayApp Site visit. PayApps will be made by CWC's client representative who will walk and measure the work with the contractor and will provide a summary of work completed, a punchlist for any outstanding work details to be completed by the contractor. This information shall be used by the contractor to prepare and submit each invoice (see 3.3 item C).

3.3 Payment Conditions

- A. Payments to Contractor are contingent upon Contractor's satisfactory performance of Services, pursuant to the terms and conditions set forth in this Contract and are subject to CWC's approval and acceptance thereof. CWC may delegate approval to ATR. Said approval and acceptance shall not be unreasonably withheld.
- B. Payments shall be paid in accordance with the terms and conditions of the Contract.
- C. Contractor shall submit invoices to CWC and ATR that describe and document, to CWC and ATR's satisfaction, work completed by Contractor.
- D. CWC shall withhold 10% of each invoice for release to the contractor at the satisfactory completion of the project.
- E. The Parties shall provide prompt notice of any dispute in regards to payment.

3.4 Release. The acceptance by Contractor of final payment shall release CWC from all claims and liability that the Contractor, its representatives and assigns might otherwise have relating to the Contract.

4. Indemnification; Insurance

4.1 Indemnification. To the fullest extent permitted by law, Contractor agrees that it shall indemnify and hold harmless CWC, and CWC's officers, directors, agents, and employees, from any and all claims, liabilities, causes of action, or damages arising out of or related to acts, omissions,

or negligence of Contractor, its officers, employees, agents, or subcontractors. The obligations of Contractor under this provision shall survive any expiration or termination of the Contract.

4.2 Insurance. Contractor shall maintain, for the Term of the Contract and at its own cost and expense, insurance of the types and in the amounts necessary, or as required by law and the DCNR Trail Agreement, to cover its obligations under this Contract including, but not limited to, the Indemnification provision in Section 4.1.

- A. Upon request of CWC, Contractor shall promptly provide to CWC certificates of insurance evidencing the insurance and payment of the premiums thereon, or accompanied by other evidence of such payment satisfactory to CWC.
- B. Contractor shall provide proof of coverage for the following policies:
 - (1) Commercial General Liability: At least \$1,000,000 Combined Single Limit coverage on occurrence basis covering all premises and operations and including Independent Contractor, Contractual Liability, and Products and Completed Operations.
 - (2) Commercial Automobile Liability: At least \$500,000 Combined Single Limit to include owned, non-owned and hired.
 - (3) Workers' Compensation: Statutory benefits as required by the Commonwealth of Pennsylvania or federal law.

5. Suspension; Termination

5.1 CWC reserves the absolute right to suspend or terminate the Contract, in whole or in part, for any reason or at any time, upon written notice to Contractor.

5.2 In the event of suspension or termination of the Contract:

- A. Contractor shall immediately halt performance of Services under the Contract on the date, and to the extent specified, in the suspension or termination notice. Contractor shall not incur any additional expenses after the date of suspension or termination, excepting those costs reasonably required to provide an accounting of Services and expenses incurred prior to the suspension or termination date.
- B. CWC shall only be liable for payment for Services satisfactorily performed, or authorized expenses reasonably incurred, prior to the date of suspension or termination. CWC may withhold from any amounts due Contractor such reasonable sum as CWC determines necessary to protect CWC against potential loss or liability.

5.3 If CWC terminates the Contract for cause due to a material breach by Contractor, including but not limited to Contractor's failure to perform Services in accordance with the Contract, Contractor shall be liable for damages as authorized by law. CWC may pursue any and all remedies available in law and in equity, including recovery of attorneys' fees and court costs.

6. Assignment. Neither the Contract, nor any claim arising under the Contract, shall be transferred or assigned by either party without the prior written consent of the other party. CWC reserves the right to withhold consent for any reason.

7. Records Maintenance. Contractor shall maintain and preserve, for a period of three years after the Term of the Contract, full and detailed books, accounts, and records pertaining to the performance of Services, including without limitation, all bills, invoices, payrolls, subcontracting agreements, or other data evidencing, or in any material way related to, the direct and indirect costs and expenses incurred by Contractor in the course of such performance. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

8. Amendment. The Contract may be amended by mutual consent of the Parties. Amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

9. Severability. If any provision of the Contract is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Contract is invalid or unenforceable, but that by limiting such provision the Contract would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10. Waiver. Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms and conditions of the Contract unless stated to be such in writing and signed by an authorized representative of CWC.

11. Force Majeure. Neither party shall be responsible for nonperformance, or delay in performance, of obligations set forth in the Contract due to causes beyond its reasonable control.

12. Notice; Liaisons. All notices and communications required under this Contract shall be in writing and deemed to have been sufficiently given when mailed by registered or certified mail, postage prepaid, or by overnight courier with tracking information retained to the addresses

provided on the Information Sheet. Communications relating to Services/Scope of Work authorizations and Invoices may be transmitted by electronic mail (including PDF) to the contacts provided below. The following individuals shall serve as the designated liaisons for notices and communications:

For Contractor:

[Email]

For CWC:

Ryan Hamilton, Land Conservation Manager
ryan@clearwaterconservancy.org

With a copy to:

Dr. Jeremy Wimpey, Principal, Applied Trails
Research
[Email]

13. Choice of Law. The Contract shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

14. Section Headings. Section headings used herein are inserted for convenience only and are not part of the Contract.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have executed this Contract as of the later of the dates as set forth herein below.

[Contractor]

**ClearWater Conservancy of Central
Pennsylvania, Incorporated**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT D

Public Works Employment Verification Form

PUBLIC WORKS EMPLOYMENT VERIFICATION ACT

The Public Works Employment Verification Act, 43 P.S. §§167.1-167.11, became effective on January 1, 2013. As a bidder on a public works contract, you are required to comply with Section 4 of the Act by submitting the Public Works Employment Verification Form as a condition to being awarded the contract. By completing the Form, you affirm that you have utilized the Federal E-Verify program to verify the employment eligibility of all new employees hired post January 1, 2013, and that you will continue to comply with the provisions of the Act for all new hires throughout the duration of the Contract. The Public Works Employment Verification Form and a link to the U.S. Department of Homeland Security's Employment Verification web site can be found on the Department of General Services' Construction and Public Works web page at www.dgs.state.pa.us.

During construction, the prime contractor is required to collect Verification Forms from subcontractors of every level. The completed Verification Forms from subcontractors will be forwarded to the agency that awarded the construction contract. A subcontractor is defined as: (i) A person, other than a natural person, including a staffing agency, that performs work for a public works contractor under a contract for public works; (ii) The term includes subcontractors of every level, that is, sub-subcontractors, sub-sub-subcontractors, and the like; (iii) The term does **not** include persons that supply materials for a project.



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

Check One:

- ☐ Contractor
☐ Subcontractor

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

Date Enrolled in E-Verify: _____

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, _____, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

Authorized Representative Signature

Date of Signature

ATTACHMENT E

PA Recreational Trails Program Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) Cover Sheet

All contractors are required to make a Good Faith Effort to provide the opportunity for Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) firms to participate in the performance of this construction contract. A specific participation goal has not been set for this project. Firms must be listed on at least one of these websites:

1. <https://www.dotsbe.pa.gov/PAUCPWeb/paucp/viewHome.do>
2. <https://www.dotsbe.pa.gov/SBEWeb/sbe/viewHome.do>

**PA Recreational Trails Program
Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE)
Prime Contractor Compliance Statement**

Contractor Name: _____

Contractor Owner/Authorized Officer Name: _____

DCNR Grant Recipient Name: _____

DCNR Grant Project Number: _____

Date(s) of Initial DBE Solicitation: _____ Date(s) of Follow-up DBE Solicitation: _____

Date(s) of DBE Search(es): _____ Counties Searched: _____

Solicited By: Email Phone Fax

Please submit ALL of the following items, along with this form, with your bid or quote:

1. Copies of all documentation that supports the direct search for and solicitation of potential participation of DBE/SBE contractors in the competitive process. This includes documentation related to web searches, contact correspondence, and contact logs.
2. Copies of any quotes received from DBE/SBE contractors in response to solicitation efforts are attached.
3. A signed DBE/SBE Participation for Federal Projects form (EO-380), if a DBE /SBE firm is secured.

As the Owner/Authorized Officer for the above-named company, I certify that good faith efforts have been performed in conformance with DBE/SBE regulations 49 CFR (Part 26). All good faith efforts have been properly documented as outlined in the Disadvantaged Business Enterprise Requirements. All documentation has been supplied to the above named DCNR Grant Recipient and will be retained in accordance with applicable record retention requirements under the financial assistance agreement for the above referenced project. I understand that such documentation is subject to an audit review by the Pennsylvania Department of Conservation & Natural Resources and/or the Pennsylvania Department of Transportation to further ensure compliance. I understand that I must comply with additional contract administrative requirements related to DBE/SBE regulations 49 CFR (Part 26).

Signature of Contractor Owner/Authorized Officer: _____

Printed Name of Contractor Owner/Authorized Officer: _____

Date: _____

ATTACHMENT F

**BUY AMERICA COMPLIANCE STATEMENT
PA DEPT. OF CONSERVATION AND NATURAL RESOURCES BUREAU OF
RECREATION AND CONSERVATION RECREATIONAL TRAILS
PROGRAM**

Compliance Statement for procurement of steel, iron or manufactured products.

Compliance Statement for 23 CFR 635.410

The bidder or offeror hereby certifies that it has read and **will meet** the requirements of 23 CFR 635.410 and any amendments thereto.

Signature_____

Company Name _____

Title _____

Date_____

ATTACHMENT G

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.

6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
9. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Based on Management Directive 215.16 Amended (8/2/18)