



pennsylvania environmental council

February 2, 2018

Re: Susquehanna County Community Illegal Dumpsite Cleanup Program & Restoration

On Thursday, February 15, 2018 the Pennsylvania Environmental Council is requesting all interested parties attend a pre-bid walk through to bid on an illegal dumpsite cleanup, stabilization and restoration project.

This site is located off Quarry Road in Lanesboro Boro, Susquehanna County.
Latitude N41.96922° Longitude W075.57333°

Directions:

From State Highway 81 N Take Exit 211 PA106 toward Lenox, Left onto PA106W, Right onto PA92N, Slight right onto Sr 1013/Turnpike St., Right onto S Main St., S Main St. turns slightly right and becomes Viaduct St., Turn left onto Depot St., Sharp right onto Quarry Road.

Site is located over the bank on the right. From Exit 211 to site is 23 miles.

All interested parties will meet at 10:30 am on February 15th at the site located along Quarry Road in Lanesboro Boro, Susquehanna, PA.

Please contact Palmira at (570) 592-7876 if you are interested in joining us in this pre-bid walk through.

Palmira Miller
Program Coordinator
NE Office of PEC

Enc: Bid Proposal Documents
Tire Dump Restoration Plans
PEC Sample Contract
Nondiscrimination/Sexual Harassment Clause

2124 Penn Avenue, Second Floor
Pittsburgh, PA 15222
412-481-9400

175 Main Street
Luzerne, PA 18709
570-718-6507

1315 Walnut Street, Suite 532
Philadelphia, PA 19107
215-545-4570

3915-917 Union Deposit Road
Harrisburg, PA 17109

Request for Proposal
Community Illegal Dumpsite Cleanup Program
Susquehanna County, Pennsylvania

The Pennsylvania Environmental Council, (PEC) located at 175 Main Street, Luzerne, PA 18709 in Luzerne County, Pennsylvania, is accepting separate proposals for one-time contracts to perform certain professional services (contractor) work for the PEC involving the removal of illegally dumped material and restoration located at the following site in Susquehanna County:

1. Site 10S (PEC) Quarry Road Tire Dump, Lanesboro Borough – Susquehanna County - Latitude N41.96922 Longitude W075.57333

Below is information relating to submitting proposals including specific requirements, the organization of the proposal, and a sample contractual agreement.

Separate Sealed proposals (two copies), must be received by the NE Regional Office of PEC located at 175 Main Street, Luzerne PA, 18709, no later than Thursday, March 1, 2018, at 2:00 P.M., EST. If mailed, the proposal should be addressed to: Janet Sweeney, Vice President, NE Regional Office of PEC.

Any contact for additional information should be made to Palmira Miller, Program Coordinator, NE Regional Office of PEC, at 570-592-7876, pmiller@pecpa.org.

PEC has received funding through the Pennsylvania Department of Environmental Protection to conduct contractor cleanups of illegal dumpsites determined by the Community Illegal Dumpsite Cleanup Program.

PEC partnered with JHA Company who donated their time and resources for this project.

PEC will receive funding through DTE Energy to conduct contractor restoration and stabilization for this project.

General

PEC reserves the right to reject any or all proposals and to select the proposal that it judges to be in the best interest of PEC.

The contract is subject to the approval of **the Vice President of the NE Regional Office of PEC** and is effective only upon their approval.

All proposers are bound by the deadline and location requirements of this RFP as previously stated in the Announcement.

All proposals shall remain effective subject to PEC review and approval for a period of sixty (60) days from the deadline for submitting proposals.

If only one proposal is received by PEC, the PEC may initiate negotiations with the firm submitting the proposal or seek additional proposals on an informal or formal basis during the sixty (60) day period that proposals must remain effective.

The proposer is encouraged to add to, modify or clarify any of the scope of work items it deems appropriate to conduct a complete and thorough job at the lowest possible cost. All changes should be listed and explained. The scope of work proposed, at minimum, must accomplish the work outlined below.

EXHIBIT A
(Debris Removal)

Work Requirements (Scope of Work)

That site 10S (PEC), Quarry Road Tire Dump, Lanesboro Borough – Susquehanna County the removal of all illegally dumped materials including tires, trash and debris in and around the stream channel off Quarry Road as defined at the February 15, 2018 pre-bid walk through conducted by Pennsylvania Environmental Council.

ENCLOSURES

- Sample Contract and Exhibit A & B
- Nondiscrimination Form

ORGANIZATION OF PROPOSAL

Proposal should include:

1. Contact Information

Organization Name: _____

Primary Contact Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

2. Estimates

Estimated tonnage of trash: _____

Estimated tonnage of recyclable scrap metal: _____

Estimated number of tires: _____

1. Total Cost

Total cost to remove debris: _____

Total cost for transportation: _____

Total cost for tire disposal: _____

Total cost for trash disposal (not including tires): * _____

2. Time Frame

Estimated number of days to complete the cleanup: _____

Anticipated start date and end dates: _____

5. Attachments:

Proof of insurance (copy of certificate of insurance) [required]

Proof of Contractor (copy of certificate of license/transporter)

Nondiscrimination Certification (for proposing firm) [required]

EXHIBIT B
(Stabilization & Restoration)

Work Requirements (Scope of Work)

That site 10S (PEC), Quarry Road Tire Dump, Lanesboro Borough – Susquehanna County to restore and stabilize the stream channel off Quarry Road as defined at the February 15, 2018 pre-bid walk through conducted by Pennsylvania Environmental Council.

ENCLOSURES

- Sample Contract and Exhibit A & B
- JHA Company Site Restoration Plan

ORGANIZATION OF PROPOSAL

Proposal should include:

1. Contact Information

Organization Name: _____

Primary Contact Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

3. Total Restoration Cost: _____

4. Time Frame

Estimated number of days to complete the restoration: _____

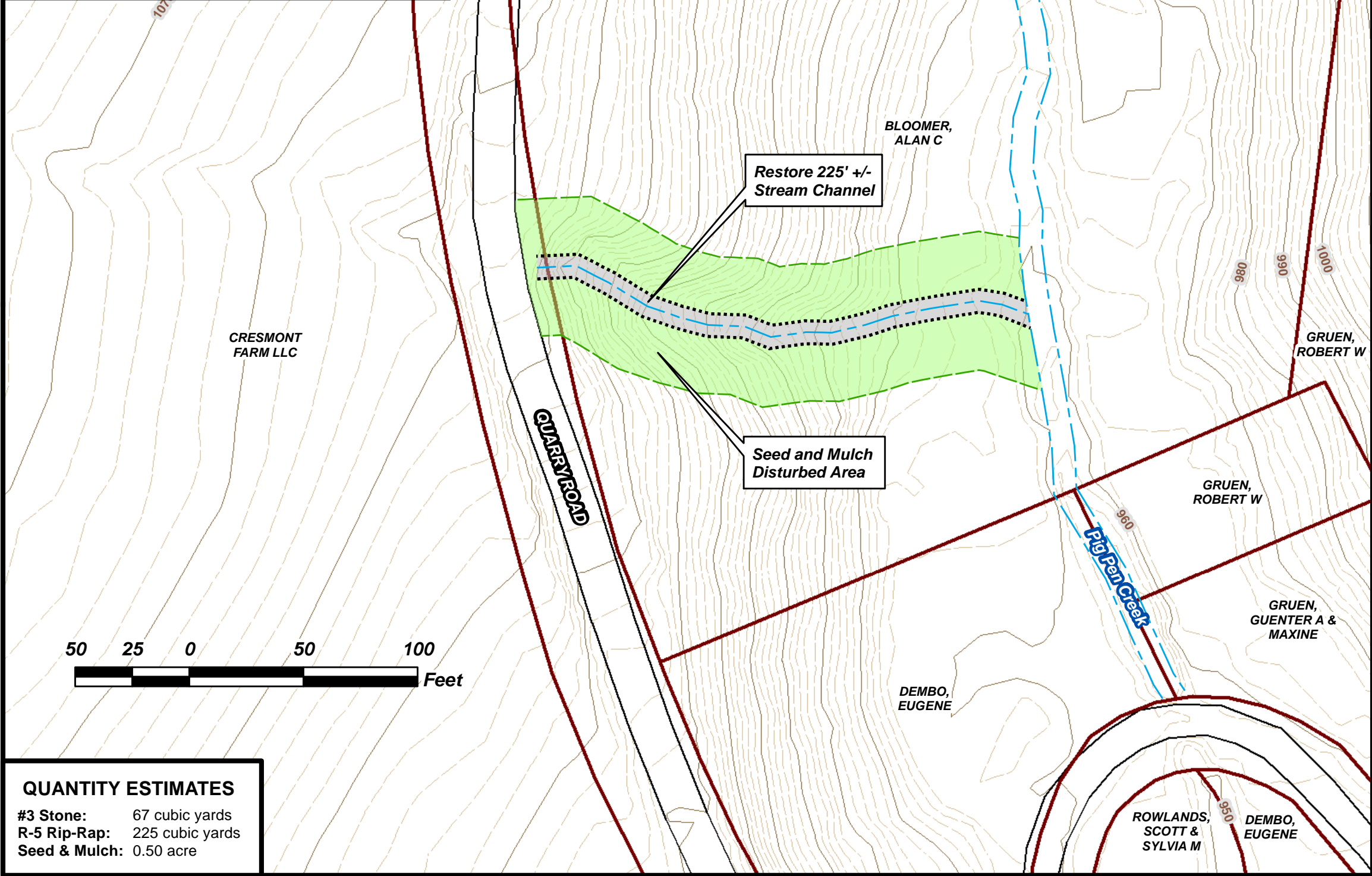
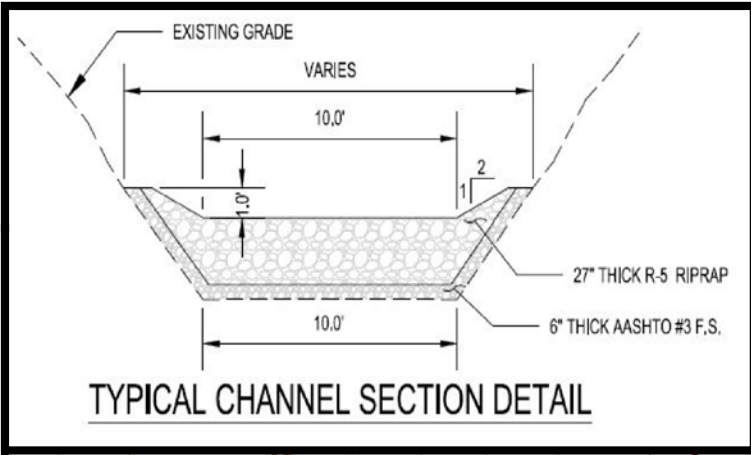
Anticipated start date and end dates: _____

5. Attachments:

Proof of insurance (copy of certificate of insurance) [required]

Proof of Contractor (copy of certificate of license/transporter)

Nondiscrimination Certification (for proposing firm) [required]



QUANTITY ESTIMATES

#3 Stone:	67 cubic yards
R-5 Rip-Rap:	225 cubic yards
Seed & Mulch:	0.50 acre



JHA
Companies
www.jhacompanies.com

**SURVEYORS
ENGINEERS
ENVIRONMENTAL
GIS MAPPING**



DTE Energy



pec
pennsylvania environmental council

SITE RESTORATION PLAN

QUARRY ROAD TIRE DUMP

LANESBORO BOROUGH
SUSQUEHANNA COUNTY, PA

01/19/2018



Agreement for Independent Contract Services

Date: **Date**

Contract Number: **# (PEC Assigned)**

Term: **Date to Date**

Total Amount: **Not to Exceed \$XXXXX**

Contractor: **Name**
Business Name (if applicable)
Address 1
Address 2

Federal ID: **#**

This is an Agreement for Independent Contract Services (“Agreement”) by and between the **Pennsylvania Environmental Council** (“PEC”), a registered Pennsylvania non-profit corporation, and **Name of Entity** (“Contractor”) (collectively, the “Parties”).

The Agreement consists of this contract form plus the following document:

- 1) Exhibit A: XXXXX
- 2) Exhibit B: XXXXX

Any Exhibits, 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 Exhibits 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, PEC and Contractor agree to the following terms and conditions.

1. Term. Performance of Services by Contractor shall begin on **START DATE** and shall be completed on or before **END DATE**, unless this Agreement is terminated earlier in accordance with the provisions of this Agreement.

2. Services

2.1 Scope of Work. Contractor shall provide the Services to PEC as described in **Exhibit A**.

- A. Assurances; Professional Certification. Contractor warrants that performance of Services will be in accordance with all applicable federal, state, and local laws, rules, and regulations.
- B. **[Placeholder for Professional Qualification/Certification, if necessary]**

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 PEC and Contractor agree to satisfy their obligations under the Agreement on a prompt basis, time being of the essence of the Agreement.

2.3 Contractor's Responsibilities. Unless otherwise provided in the Agreement, 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 the Agreement. Contractor is not an employee, partner, or agent of PEC. Contractor shall not hold itself out as, or claim to be, an officer, agent, or employee of PEC by reason hereof, nor shall Contractor make any claim of right, privilege or benefit that would accrue to such employee or agent of PEC or under law.
- B. Performance of Services will be solely with Contractor, in accordance with the terms and conditions of the Agreement.
- C. Contractor shall be solely responsible for, and PEC 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 Agreement.

2.5 Subcontracting. Contractor shall not subcontract with any person or entity, other than those specified in the Agreement, to perform any or all of the Services without the prior written consent of PEC. Contractor shall be responsible to PEC 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 PEC for any breach in performance of Contractor's duties under the Agreement. No contractual relationships exist between PEC 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 Agreement shall not exceed \$XXX; said total amount is inclusive of all costs related to performance of Services, including expenses. PEC shall not be liable for any costs or expenses incurred by Contractor in excess of the Total Amount.

**** NO HOURLY RATE FOR INDIVIDUALS ****

3.2 Schedule. PEC will pay Contractor upon approval of Services in accordance with the following schedule: [Delineate Payment Schedule, including rates if applicable]

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 the Agreement, and are subject to PEC's approval and acceptance thereof. Said approval and acceptance shall not be unreasonably withheld.
- B. Payments shall be paid only to the extent that costs incurred by the Contractor are for performance of Services, in accordance with the terms and conditions of the Agreement.
- C. Contractor shall submit invoices to PEC that describe and document, to PEC's satisfaction, Services performed and expenses incurred by Contractor. PEC retains the right to request additional or supplementary information from Contractor prior to payment, including, but not limited to, any relevant and appropriate expense receipts or statements. These records and documentation shall be provided to PEC in a prompt manner and at no additional cost.
- D. PEC reserves the right to withhold payments if, in PEC's sole opinion, Contractor has not satisfactorily performed Services or complied with the terms and conditions of the Agreement. Contractor is solely responsible for any audit exceptions or disallowed costs, including those incurred by its subcontractors.
- E. The Parties shall provide prompt notice of any dispute in regards to payment.

3.4 Funding Source. Funding for Services is provided by [NAME OF GRANTOR] ("Funding Source").

- A. PEC shall not be liable for payment of any invoice from Contractor until PEC has fully received the corresponding funding disbursement from the Funding Source. PEC's liability for payment to Contractor for Services shall be limited by funding actually received by PEC from the Funding Source.
- B. In the event that the Funding Source suspends, amends, or terminates disbursements, PEC will immediately notify the Contractor and this Agreement shall be amended accordingly.

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

4. Indemnification; Insurance

4.1 Indemnification. To the fullest extent permitted by law, Contractor agrees that it shall indemnify and hold harmless PEC, and PEC'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 Agreement.

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

- A. Upon request of PEC, Contractor shall promptly provide to PEC certificates of insurance evidencing the insurance and payment of the premiums thereon, or accompanied by other evidence of such payment satisfactory to PEC.
- B. PEC shall be named as Additional Insured on 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) Professional Liability (Errors & Omissions): Professional Errors & Omissions Liability with a limit of no less than \$1,000,000 per claim.
 - (3) Commercial Automobile Liability: At least \$500,000 Combined Single Limit to include owned, non-owned and hired.
 - (4) Workers' Compensation: Statutory benefits as required by the Commonwealth of Pennsylvania or federal law.

5. Intellectual Property

5.1 Unless otherwise agreed to in writing by PEC, all work product, materials, documents, and data (collectively, Agreement Work Product) created or produced pursuant to the Agreement shall be considered "works for hire" and shall be owned by PEC. Contractor hereby irrevocably assigns all right, title, and interest, including all intellectual property rights, to PEC effective from the moment of creation or production of such Agreement Work Product.

5.2 For materials, documents, and data that are delivered pursuant to the Agreement, but that incorporate pre-existing intellectual property not produced under the Agreement, Contractor hereby grants to PEC a royalty-free, irrevocable license in such pre-existing intellectual property to translate, reproduce, distribute, prepare derivative works, and publicly perform or display.

- A. Contractor warrants that it has all rights and permissions, including intellectual property rights and rights of publicity, necessary to grant such a license to PEC. Contractor shall indemnify PEC against all costs, damages, and attorney's fees that accrue as a result of any claim by a third party against PEC that the materials, documents, and data delivered by Contractor pursuant to the Agreement infringe upon or violate any patent, service mark, or copyright.

6. Suspension; Termination

6.1 PEC reserves the absolute right to suspend or terminate the Agreement, in whole or in part, for any reason or at any time, upon written notice to Contractor.

6.2 In the event of suspension or termination of the Agreement:

- A. Contractor shall immediately halt performance of Services under the Agreement 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. PEC shall only be liable for payment for Services satisfactorily performed, or authorized expenses reasonably incurred, prior to the date of suspension or termination. PEC may withhold from any amounts due Contractor such reasonable sum as PEC determines necessary to protect PEC against potential loss or liability.
- C. All work product, materials, and/or confidential information held by Contractor shall promptly be returned to PEC.

6.3 If PEC terminates the Agreement for cause due to a material breach by Contractor, including but not limited to Contractor's failure to perform Services in accordance with the Agreement, Contractor shall be liable for damages as authorized by law. PEC may pursue any and all remedies available in law and in equity, and may recover attorneys' fees and court costs associated with PEC's said pursuit should PEC prevail.

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

8. Confidentiality; Nondisclosure. Neither party shall disclose any information identified as privileged or confidential, except as may be required by law.

9. Records Maintenance. Contractor shall maintain and preserve, for a period of three years after the Term of the Agreement, 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.

10. Amendment. The Agreement 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.

11. Severability. If any provision of the Agreement 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 Agreement is invalid or unenforceable, but that by limiting such provision the Agreement would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. 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 Agreement unless stated to be such in writing and signed by an authorized representative of PEC.

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

14. Notice. All notices required or permitted under this Agreement shall be in writing and deemed to have been sufficiently given for all purposes in the Agreement when mailed by registered or certified mail, postage prepaid, return receipt requested, to the following:

For Contractor:

Name, Title

Address 1

Address 2

For PEC:

Name, Title

Address 1

Address 2

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

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

17. Acknowledgement of Exhibit Provisions. Contractor specifically acknowledges that it has read and understands any additional terms and conditions contained in Exhibits X, and that by executing this Agreement, Contractor shall be legally bound by all of the terms and conditions of this Agreement, including, but not limited to, those set forth in Exhibits X.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the later of the dates as set forth herein below.

Acceptance:

For **NAME OF ENTITY:**

For **Pennsylvania Environmental Council:**

Name

Title

Name

Title

Date

Date

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

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, by reason of gender, race, creed, or color, discriminate against any citizen of this Grantor 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 against or intimidate any of its employees on account of gender, race, creed, or color.
3. The GRANTEE, any subgrantee, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The GRANTEE, any subgrantee, contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
5. The GRANTEE, any subgrantee, any contractor or any subcontractor shall, within the time periods requested by the GRANTOR, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the GRANTOR and the Bureau of Minority and Women Business Opportunities (BMWBO), for the purpose of ascertaining compliance with this Nondiscrimination/Sexual Harassment Clause. Within 15 days after award of the grant, the GRANTEE shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the GRANTEE has fewer than five employees, or if all its employees are from the same family, or if it has completed the STD-21 form within the past 12 months, it may, within 15 days after award of the grant, request an exemption from the STD-21 form from the GRANTOR.
6. The GRANTEE, any subgrantee, contractor or any subcontractor shall include 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.
7. The GRANTOR 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 this Nondiscrimination/Sexual Harassment Clause. In addition, the GRANTOR may proceed with debarment or suspension and may place the GRANTEE, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Contract Recipient Signature: _____ Date: _____