

## **Mignerey Farm Barnyard Project**

Manure Management Heavy use Area with Ramp and Manure Stacking Facility, Waste Transfer System, Settling Tank & Pump Tank, Waste Distribution System, Vegetated Treatment Area

Located in Dyberry Township,  
Wayne County PA

Project Bid Information

# Instructions To Interested Contractors

## 1. SCOPE OF PROPOSALS

A. This is an invitation to provide a bid for the construction of an agricultural project. Bids are being accepted on behalf of the landowner, James M Mignerey. Bids will be reviewed by the Wayne Conservation District (WCD) prior to the landowner awarding a contract with the contractor(s).

B. Bids will be accepted for the entire project or for the following project components: Earthwork with Debris Removal, Concrete Work, Water Transfer System, Settling Tank & Pump Tank, Waste Distribution System, Building Construction for Manure Storage, Vegetated Treatment Area and Fence Construction, Access and Animal Trail Construction. If the same Contractor is not chosen for all components of the project, individual Contractors must work together to coordinate timelines and project phases for completion of a successful project.

C. The Drawings and Specifications provided are specific to this project. The failure to mention any task that would be required to complete the project shall not relieve the Contractor(s) of responsibility to perform such work.

D. The contract will cover all aspects of the installation of the Conservation Enhancement Project on James M Mignerey's farm in Dyberry Township, Wayne County Pa. Unless otherwise indicated, the contracts include (but are not limited to):

**Earthwork:** Install Erosion & Sediment Control measures, Obstruction Removal if necessary. Excavation of site: strip topsoil and excavate until good stable soil is reached, prepare site with compacted fill and stone to reach subgrade elevation. Installation of additional practices such as, but not limited to subsurface drains, underground outlet pipes, water control structures, any other practice noted in design drawings & specifications. Install access road area and animal trails and walkways, Redress topsoil, seed and mulch.

**Concrete Work:** Install forms and reinforcing for concrete flatwork, walls, walkway (ramp), trough and curbing. Place concrete walls, curbs, and flatwork for concrete manure storage structure and heavy use area protection as well as all other concrete work aspects as outlined in these Contract Documents and Drawings.

**Building Construction:** Construction of roofed structure 58' x 56' over manure storage area which includes 8' overhang on roof and 5' walls. Roof to have gutters with down spouts. Woven

Wire on top of storage walls, Installation of all other building construction aspects as outlined in these Contract Documents and Drawings.

**Waste Transfer System:** To include but not limited to 2 sprinkler heads, 155' of 2" pressure line, lot run off inlet box, settling tank and pump, wiring and floats. Surface drain above filter. Work aspects as outlined in these Contract Documents and Drawings.

**Fence Construction:** Installation of heavy use woven wire fence use woven wire fence with 1 hot wire as per design drawings and specifications.

12' gate, 14' gate, and 10' gate

4 Strands woven wire around filter, 5 strands around Heavy use area, 5 strands around walkway. Strands around Vegetated Treatment Area. Walkway at South end of pad.

**Vegetated Treatment Area:** Work aspects as outlined in these Contract Documents and Drawings.

## **2. CONTRACTING LANDOWNER AND PROJECT SPONSOR**

A. The project is being prepared for the landowner. The contract will be between the landowner and the Contractor(s). WCD is acting as the project Sponsor. WCD will assist the landowner with accepting and evaluating bids for the project. Funding is being provided through the PA State Conservation Commission's Agricultural Conservation Assistance Program (ACAP), as well as USDA NRCS's Environmental Quality Incentives Program (EQIP).

B. James M Mignerey and WCD's Project Sponsor Representative, will be the point of contact for communication and direction between the Landowner, WCD, and the Contractor(s). The Project Sponsor will provide on-site quality assurance of work, monitor work progress, and determine suitability of all work.

C. Contact information for the Project is:

### **Contracting Landowner**

James M Mignerey  
255 Beech Grove Rd  
Honesdale, PA 18431  
570-780-7893

### **Project Sponsor**

Wayne Conservation District  
Jamie Knecht  
648 Park Street  
Honesdale, PA 1843  
570-253-0930

### 3. INSTRUCTIONS FOR THE BID FORM

A. Bids shall be submitted via the furnished Bid Schedule and Bid Form documents provided. Please make sure all blank spaces are filled in legibly in ink or typed, and that the Bid Schedule Form is signed at the bottom.

B. Do not make changes to the phraseology of the Bid Schedule. Partial bids or alternative bids not provided for in the Bid Schedule will not be considered.

C. The Bid Schedule and Bid Form can be submitted to WCD or the landowner through the following methods:

Deliver in person or mail to:

Wayne Conservation District

648 Park Street

Honesdale, PA 18431

OR

James M Mignerey

255 Beech Grove Rd

Honesdale PA 18431

***Include the Contractor's name and the words "Mignerey Farm Barnyard Project" written on the outside/cover sheet.***

D. Any Contractor(s) may withdraw a proposal at any time prior to the scheduled closing time for receipt of proposals. Proposals may be withdrawn by notifying the landowner or WCD in writing.

E. Signature requirements on the Bid Form:

1. For individuals, the owner must sign the Bid.
2. For Partnerships, a partner must sign the Bid.
3. For Corporations, the President or Vice President must sign the Bid.

### 4. AWARD OF CONTRACT

A. Contractors must provide a bid for all components described in this package.

**B. All bids will be due to the Landowner or WCD office by 3p.m. On Monday, December 9, 2024.** Any bids not received by the designated date and time are invalidated. Bids will be collected, verified, and prepared for presentation to the WCD Board of Directors at their public meeting on December 11, 2024 at 9:30 a.m. .Landowner will award the contract(s) as soon as possible after the bid due date.

C. All bids submitted for consideration must remain valid for 60 days following submission.

D. Performance time will begin on May 1, 2025 and end on August 15, 2025. The work week will be limited to 40 hours per week. All major holidays will be observed. If the contractor fails to complete the work within the time specified in the contract, the contractor shall pay liquidated damages to the landowner in the amount of \$200 for every day thereafter for each calendar day of delay until the work is completed or accepted.

E. Earthwork to begin after contract is awarded or as soon as site conditions are reasonable for construction (estimated here as May 1, 2025). The project is to be completed within the estimated performance time specified on the Bid Form barring delay caused by severe weather conditions. Any severe weather delay request must be submitted in writing to the Landowner and Project Sponsor.

## **5. INTERESTED CONTRACTORS**

A. Must attend the mandatory site showing at James M Mignerey's farm on Friday, November 15, 2024 at 10:00 a.m. to become fully informed as to all existing conditions and limitations, including access and availability of materials.

The farm location:     255 Beech Grove Rd  
                                     Honesdale, PA 18431

The primary purpose of the site showing is to make sure that the interested contractor has inspected the site and has become familiar with all existing conditions affecting the work, including, but not limited to, those conditions bearing upon: Transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and access to the site; The conformation and conditions of the ground, including the quality and quantity of surface and subsurface materials or obstacles to be encountered in so far as this information is reasonably ascertainable from the inspection of the site. The character of equipment and facilities needed preliminary to, and during, prosecution of the work.

B. Shall include the following items in the bid, as applicable to the component(s) being bid:

1. Pre-construction meeting
2. Construction layout
3. Installation of Erosion & Sediment control measures
4. Excavation/fill and any debris removal
5. Installation of all practices and structures identified in project design documents, including but not limited to: construction of waste storage, building forms and reinforcing for waste storage,

concrete, concrete floors, forms and reinforcing for concrete walls, concrete walls, roof gutters, walkways, access lanes, underground outlet, waste storage transfer system, installation of fencing, complete final grading, stabilization of all disturbed areas and any other practice mentioned in designs.

C. Shall provide all equipment, labor, materials, and supplies necessary to complete the work unless otherwise specified.

D. Materials shall be approved by the Project Sponsor Representative prior to use.

E. An Erosion and Sediment Pollution Control Plan must be included in the work plan. The Earthwork contractor shall be responsible for implementing the plan and maintaining the controls, including any additional measures, which may be required to minimize sedimentation.

F. The Contractor shall be responsible for locating and protecting all utilities.

## **6. INTERPRETATION OF CONTRACT DOCUMENTS**

A. If any Contractor has questions about the project that arise following the site visit regarding the Drawings or Specifications, an emailed, written, or faxed request should be submitted to the Project Sponsor's Representative for interpretation or correction followed by a phone call to confirm receipt and understanding of the inquiry.

B. Any interpretation or correction of the bid documents will be made by the Project Sponsor Representative by Addendum. A copy of any Addendum will be posted on the sponsor's website as soon as it is issued: <https://wayneconservation.com>

## **7. THE LANDOWNER AND/OR CONSERVATION DISTRICT**

A. May during the bid period, issue Addenda to advise the Contractor(s) of additions, omissions, alterations or clarifications of the drawings or specifications for this project.

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B. Reserves the right to reject a bid from any Contractor who fails to furnish promptly and properly all the required information, when notified to do so.

C. Reserves the right to reject any and all bids that are determined to be incomplete, or from Contractors who did not attend the mandatory site meeting.

D. Reserves the right to reject any and all bids from Contractors who are listed on DEP's or any Federal or State barred contractors list for violations to contracts and any Local, State, or Federal laws and regulations.

E. Reserves the right to postpone the start of construction due to unfavorable weather conditions or other issues related to site access.

F. Reserves the right to cancel a project at any time during the bid acceptance and contracting process for reasons that may arise that are outside of the Landowner's or Project Sponsor's control.

G. Reserves the right to reject any and all bids that exceed the funding available for the project.

H. Reserves the right to strike/remove individual aspects within each component of the project should bids exceed the funding available for the project.

## **8. ADDITIONAL WORK**

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

## **9. WORK SCHEDULE**

A. The work shall be completed within the time allotted for the project and shown on the Bid Schedule. The start of performance time will begin on the day identified as notice to proceed and determined after official contract award. Expected completion date of completed project is on or before 3.5 months from start date, notwithstanding unexpected delays due to weather.

B. The Work Schedule, Start Date, and Completion Date are important and will be considered in awarding the Contract.

C. Once the Contractor has started Mobilization on the Project site, it will be expected that work shall proceed in a continuous manner through to the conclusion of the project by the Proposed Completion Date, notwithstanding acceptable delays due to weather. The Proposed Date of Completion may be extended as needed due to extreme weather conditions as approved by the Project Sponsor.

D. The project will proceed in accordance with the following schedule: \*Following a pre-construction meeting with the landowner, contractor(s), project designer, project inspector, and project sponsor representative.

Estimated Performance Time: 36 Work Days	
Work	Work Days
Pre-Construction meeting	.5
E & S measure installation	.5
Excavation	4
Perimeter drain	1
Compact fill and stone to reach subgrade elevations	5
Concrete flatwork placement	3
Concrete prep walls/curbing	4
Concrete wall/curbing placement	2
Construct roof	6
Access road installation	1
Waste Transfer System	4
Roof Run Off Items	1
All Outlet Pipes	2
Complete Final Grading	1
Seed All disturbed areas	1

There will be additional days to take into consideration for the days required for proper curing of the concrete as stated in the project package.

## **GENERAL CONDITIONS**

### **1. WORKING SCHEDULE**

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

### **2. CONTRACTOR'S LIABILITY AND PROPERTY DAMAGE INSURANCE**

A. The Contractor(s) and its subcontractors shall maintain such insurance as will provide protection from claims under Worker's Compensation Acts and Federal Employer's Liability Act by coverage with insurance companies or by methods acceptable to the State Insurance



Commissioner and by no other methods, for damages which may arise from operations under this Contract, whether such operations be by the Contractor(s), or by any subcontractor or any one directly or indirectly employed by either of them.

B. The Contractor shall protect himself, the property owner, the Project Sponsor, and any Project Sponsor Representative from any claims for Bodily Injury Liability, and Property Damage Liability.

C. The limits for Bodily Injury Liability shall not be less than \$200,000.00/\$500,000.00; that is, \$200,000.00 is the limit for injury per occurrence, and \$500,000.00 in the aggregate. The minimum limit of Property Damage Liability shall be \$500,000.00 per occurrence, and \$1,000,000.00 in the aggregate.

D. The above policies for Bodily Injury and Property Damage Liability Insurance shall be so written as to include Contingent Bodily Injury and Property Damage Liability Insurance to protect the Contractor against claims from the operation of subcontractors.

E. Certificates of the Contractor's Insurance shall be filed with the Project Sponsor and shall be subject to approval by the Project Sponsor for adequacy of protection. No work shall be started at site subject to approval by the Project Sponsor for adequacy of protection. No work shall be started at the site until appropriate Certificates of Insurance are filed with and approved by the Project Sponsor.

### **3. LAWS, PERMITS AND REGULATIONS**

A. All necessary regulatory permits will be the responsibility of the Landowner and/or the Project Sponsor and not the contractor. They will be obtained prior to the start of work.

B. The Contractor shall anticipate complying with the requirements of all laws, regulations, ordinances, and requirements applicable to work under this Contract. This will include adherence to any actions prescribed by inspectors enforcing Federal, State, County, or local regulations, laws, or permits. The costs for these actions shall be included in the Bid.

C. The Contractor(s) shall adhere to all laws, regulations, permits, ordinances, safety codes and building code requirements applicable to work done under this Contract. This requirement shall specifically include all current applicable OSHA requirements.

D. The Contractor(s) shall provide and maintain all necessary safeguards to mark and prevent intrusion onto work areas.

E. The Contractor shall be responsible for making sure contact is made with PA One-Call regarding the project activities at least 3 days prior to commencing work.

F. The Contractor shall provide all required borrow and disposal sites. All such sites are subject to approval by the Project Sponsor's Representative. Borrow and/or disposal sites shall not be located in a floodplain or wetland. Copies of releases signed by the landowner shall be provided to the Project Sponsor's Representative.

#### **4. WARRANTY**

A. Contractor unconditionally warrants that all material supplied by Contractor will be new and of good quality (unless any used materials are specified in the Project Design and Technical Specifications), and that all work performed by Contractor will be performed in a good and workman like manner. Contractor shall not substitute materials called for by the Project Design and Technical Specifications without the written approval of the Landowner or Project Sponsor. Contractor unconditionally guarantees it will, at its own expense, at the request of Landowner or Project Sponsor's Representative, promptly replace or repair any work, equipment, or materials that fail to function properly for a period of no less than twelve months following the final inspection and completion of the as-built plans for the project. Contractor will also repair any surrounding parts of the structure (and/or personal property) that are damaged due to any failure in Contractor's work for the period of twelve months following the final inspection and completion of the as-built plans for the project. This express warranty is in addition to any implied warranties under state or federal laws. Contractor provides no warranty on any materials supplied by the Landowner or Project Sponsor.

B. Contractor shall promptly upon receipt of notice from the Landowner or Project Sponsor and without expense to the same, make good all damages to buildings, sites, roads, parking lots, and all aspects thereof which in the opinion of the Landowner or Project Sponsor is the result of the work outside the scope of this Contract, and therefore is the responsibility of the Contractor.

#### **5. PAYMENT**

A. Upon acceptance of the work at the final inspection, the Contractor shall submit an invoice for the entire amount due per project to the Contracting Officer. An alternative invoicing/payment schedule for major phases of the projects may be negotiated during development of the Contract. The Wayne Conservation District will make every attempt to make prompt payment after the final inspection. It is anticipated the district will receive the funds from the funding agencies approximately sixty (60) days after the request is made. Payment(s) shall be made by the district no later than ten (10) days after it receives the funds.

## **6. INDEMNIFICATION**

A. The Contractor shall indemnify and hold harmless the Landowners, Wayne Conservation District, Pennsylvania Association of Conservation Districts/USDA Natural Resources Conservation Service (project designer), Wayne County, the State Conservation Commission, and all of their representatives against any and all claims for damages to persons or property asserted by any person, partnership, corporation, or other organization, arising out of services performed or undertaken by said Contractor, its agents, employees, or subcontractors, except for claims for damages directly caused by the sole fault or negligence of the parties hereto, their officers, or employees.

## **BID FORM**

Mignerey Farm Barnyard Project  
Dyberry Township, Wayne County

The following bid document is for the project described as the Mignerey Farm Barnyard Project. Bids shall be submitted on this document. The envelope/cover letter shall be labeled with the words, "Mignerey Farm Barnyard Project". All instructions shall be followed in the documents provided. The performance time specified for this project: 36 work days. Having received clarifications on all items of conflict or upon which doubt arose, the undersigned proposes to furnish all labor, materials and equipment called for by the said documents for the entire work, in accordance with the Contract Documents, for the stipulated sum shown in the Bid Schedule. The undersigned agrees to indemnify and hold harmless the landowners, Wayne Conservation District, Wayne County, NRCS, DEP and all of their representatives against any and all claims for damages to persons asserted by any person, partnership, corporation, or other organization, arising out of services performed or undertaken by said contractor, its agents, employees, or subcontractors, except for claims for damages directly caused by the sole fault or negligence of the parties hereto, their officers, or employees.

**Submit bid to: Deliver in person or mail to**

**Wayne Conservation District      or  
648 Park Street  
Honesdale, PA 18431**

**James M Mignerey  
255 Beech Grove Rd  
Honesdale PA 18431**

Mignerey Farm Barnyard Project

Contractor's Name \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

Federal EIN: \_\_\_\_\_

\* Please attach a detailed list of work to be completed with each bid.

Earthwork Bid: \_\_\_\_\_

Concrete Work Bid: \_\_\_\_\_

Building Construction Bid: \_\_\_\_\_

Waste Transfer System Bid: \_\_\_\_\_

Fence Construction Bid: \_\_\_\_\_

Vegetated Treatment Area Bid: \_\_\_\_\_

Total of all Bids: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

**Bid Due Date/Time: Monday, December 9, 2024 by 3:00 p.m.**

**Mandatory site showing at the project location on Friday, November 15, 2024 at 10:00 a.m.**

**Site Address: 255 Beech Grove Rd; Honesdale, PA 18431**

REMINDER: Bids will be accepted for all of the six components (Earthwork, Concrete Work, Building Construction, Waste Transfer System, Fence Construction, Vegetated Treatment Area) described in the design documents. Please provide detailed information supporting the provided bid for the project below and the total at the bottom where noted. Project: Project consists of a roofed heavy use area/manure storage structure, access road, waste transfer system, fencing and vegetated treatment area and all other associated practices as noted in the design documents.

## **NOTES:**