

# STATEMENT OF WORK

## Installations, Repair and/or Maintenance of Marine Services

### Presque Isle State Park (Erie County)

#### I. SCOPE OF WORK:

The Pennsylvania Department of Conservation and Natural Resources, Bureau of State Parks, requires services of a contractor to provide Marine Services at their Presque Isle State Park, 301 Peninsula Drive, Suite 1, Erie, Pennsylvania 16505-2042.

Services would be done within the waters controlled by Presque Isle State Park and would include: dredging, fixed and floating dock/pier repair/replacement, seawall repair, piling repair/replacement, commercial diving to include video inspection, underwater welding and burning, and, buoy placement and removal.

Questions regarding the technical aspects of this bid should be directed to Jason Heasley, Assistant Park Manager, or the Park's Administrative Assistant, Gina Skitka. Both can be reached at 814-833-7424 between 8:00 a.m. and 3:00 p.m., Monday through Friday, or through e-mail at [jheasley@pa.gov](mailto:jheasley@pa.gov) or [gskitka@pa.gov](mailto:gskitka@pa.gov). Questions regarding the bidding or contracting procedures should be directed to Nancy Weibley at 717-783-2566, or through e-mail at [nweibley@pa.gov](mailto:nweibley@pa.gov).

#### II. CONTRACT TASKS:

The following tasks shall be completed in the performance of this contract:

- Dredging,
- fixed and floating dock/pier repair/replacement,
- Seawall repair,
- Piling repair/replacement,
- Commercial diving to include video inspection, underwater welding and burning,
- buoy placement and removal.

The determination to replace materials or equipment will be made only by agreement between the Contractor and a representative of the Department.

The Contractor must be a qualified marine service specialist, and all work shall be done by him or by a qualified marine service tradesman. All work shall meet the requirements of all federal, state, municipal, and other laws, rules and regulations applicable to the work including permitting.

Upon notification by a representative of the Department, the Contractor shall proceed and complete the work in a reasonable time. In the event of an emergency, the Contractor shall be prepared to proceed with the work immediately upon notification by the Department.

For emergency work required on weekends, official state holidays, and between the hours of 5:00 p.m. and 7:00 a.m., the Contractor shall be paid at a time and a half rate with a two (2)-hour minimum callout. This does not include routine maintenance scheduled by the Contractor during these times, but only emergency work specifically called for by the Park to resolve emergency situations.

The hourly rates for this contract must include all transportation, meals, tools or any other equipment necessary to perform the work. The cost for materials, parts, or equipment shall be F.O.B. the job site. Payment shall be made for actual travel time to and from the Contractor's office, up to a maximum of ½ hour per man for each round trip.

### **III. SITE VISIT:**

Interested parties are encouraged to visit the Presque Isle State Park for a site visit prior to bidding. Contact Jason Heasley, Park Manager 3, at (814) 833-7424 or [jheasley@pa.gov](mailto:jheasley@pa.gov), to set up a time to visit the site.

### **IV. INSURANCE REQUIREMENTS:**

The contractor shall purchase and maintain, at its expense, the following types of insurance, issued by companies acceptable to the Commonwealth.

- a. Workmen's Compensation Insurance for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.
- b. Public Liability and Property Damage Insurance to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract, or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name "The Commonwealth of PA-DCNR" as an additional insured and shall contain a provision that the coverage's afforded under

the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth. These certificates shall include the location and a brief description of the work to be performed under the contract.

The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

## **V. BID AWARD:**

Bidder must complete and return the following for award of bid:

1. The electronic Invitation for Bid to be found at [www.pasupplierportal.state.pa.us](http://www.pasupplierportal.state.pa.us),
2. A properly executed Reciprocal Limitations Act form (attached) that lists the state of manufacture for any supplies procured.

Bid will be awarded based on the lowest **total sum**.

In the event of a discrepancy between the unit price and extension of figures, the unit price will prevail.

The Department will only accept out to two (2) decimal points.

The quantities herein are estimated only and may increase or decrease, depending on the needs of the Department. The contractor shall be paid at the unit price bid for actual work performed.

## **VI. ESTIMATED MATERIALS, PARTS, AND EQUIPMENT COSTS:**

Due to the difficulty in estimating materials, parts and equipment, these items will not be part of the bid evaluation process.

However, it should be acknowledged in your proposal that these items will be billed at cost. Handling and administrative expenses incurred to obtain the parts and material are not reimbursable. Materials, parts and equipment costs are not to exceed \$10,000 in any one fiscal year.

It will be understood that the Department will reimburse the Contractor for these routine items upon submission of invoice accompanied by receipts and proof of expense.

In the case of equipment purchased and paid for by DCNR during the duration of the contract, it will be considered to be the property of DCNR and will remain so after the expiration of the contract.

**VII. CONTRACTOR REFERENCES:**

After the bid opening and prior to awarding of the contract, the Department has the right to request three references (names, addresses and telephone numbers) of similar work performed in the previous two (2) years as proof of qualifications to perform the work involved in this contract.

**VIII. CONTRACT TERM:**

The contract shall commence upon execution and receipt of Purchase Order, or January 1, 2018, whichever is later, and terminate June 30, 2019.

Further, the parties may agree to renew this contract up to three (3) additional, annual terms, with a final termination date of June 30, 2022, upon the same terms and conditions set forth in the contract. The Department, based on past contractor performance, may negotiate an increase in the unit price(s) by a rate not to exceed 3%.

The Department will reach out to the Contractor no later than February 28 prior to the termination date to begin renewal discussions.

Once the renewal terms are mutually decided, the Contractor shall provide written notification of the intent to renew, including the requested price increase if desired, to the Department no later than March 31 prior to the termination date. The renewal notice should be mailed or faxed to:

DCNR Bureau of State Parks  
Presque Isle State Park  
Attn: Jason Heasley  
301 Peninsula Drive, Suite 1  
Erie, PA 16505-2042  
Fax: (814) 833-0266

**IX. PAYMENT TERMS:**

Payment shall be made on a reimbursement basis for actual services performed. Contractor will invoice monthly for actual services rendered.

Note: The number of hours specified for the journeyman and apprentice are estimated and could be more or less in accordance with the need for maintenance work.

**X. INVOICES:**

Invoice format shall be in accordance with the IFB – Invitation for Bid.

All invoices for this contract MUST either be:

1. Emailed to the following for a Paperless Email Invoice Option:

Email a copy of the correctly executed invoice to: 69180@pa.gov.

For information on the Commonwealth's E-Invoicing Program, visit:  
<http://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx#.VnmrO6Mo6Uk>.

**2.** Or, mailed to the following address:

Commonwealth of PA – PO Invoice  
PO Box 69180  
Harrisburg PA 17106

All invoices MUST have the purchase order number, project number, as well as your SAP Vendor Number on the invoice. The name and address listed on the purchase order must also be listed on each invoice. Failure to provide this information may result in a delay of payment.

**XI. SERVICE SLIPS:**

To insure prompt payment, the Contractor must provide a service slip to the Park Office after each service. The service slip should show: (a) date of work; (b) clocked hours worked; (c) total hours per day times hourly bid rate; and, (d) itemized list of materials with actual costs.

**XII. RECEIPT AND OPENING OF BIDS:**

- A. The bidder shall complete the electronic Invitation for Bid to be found at [www.pasupplierportal.state.pa.us](http://www.pasupplierportal.state.pa.us) . Faxed bids and mailed bids **will not** be accepted.
- B. No responsibility will be attached to any employee of the Department for the premature opening of, or the failure to open, a bid not properly addressed and identified, or for any reason whatsoever.

**XIII. BID RESULTS:**

Bidders can obtain bid results by accessing [www.emarketplace.state.pa.us/bidtabs.aspx](http://www.emarketplace.state.pa.us/bidtabs.aspx). The bids will be posted within three (3) business days following the bid opening. The results are the apparent bidders, and all bids are under review until final award of the purchase order.

Attachment