

STATEMENT OF WORK

Service for the Restoration, Installation, Construction and Rehabilitation of Historical Ornamental Gardens Ridley Creek State Park (Delaware County)

I. SCOPE OF WORK

The Department of Conservation and Natural Resources, Bureau of State Parks, requires the installation, construction and rehabilitation of the Historical Ornamental Gardens at Ridley Creek State Park, Sycamore Mills Road, Media, Pennsylvania 19063.

Any questions regarding the technical aspect of this bid should be directed to Phillip Schmidt, Park Manager at 610-892-3904 or philschmidt@pa.gov. Questions regarding the bidding or contracting procedures should be directed to Carol Durham at 717-783-3309 or cdurham@pa.gov.

II. CONTRACT TASKS

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

- A. The work shall consist of restoration, installation, construction and rehabilitation of the Historical Ornamental Gardens, as designated by a park representative, which includes, but is not limited to, the following major components:
- Ornamental plants, planting beds and sod areas in the curtilage area of Hunting Hill Mansion;
 - Formal garden area with pool and fountains;
 - Rose garden;
 - Topiary garden with fountain; and,
 - Tennis yard;

Examples of annual tasks include:

- Restoration of garden areas, including testing and preparing soil, installation of new plant material, preservation of beds, as specified by design or by park representative;
- Planting garden related stock to maintain formal and historical character;
- Restoration of sod areas and pesticide application to manage noxious weeds and pests;
- Rehabilitation service of plant material, planting beds, and turf areas to specifications, fertilizing and liming to keep plants vigorous and healthy, applying pesticides to keep plant material free of disease, insects and other pathogens. Rehabilitate said areas to keep them weed and debris free via chemical or mechanical means.

- Rehabilitate pool and fountains to professional specifications as directed by park representative. This includes, but is not limited to: installation of any water plants and fish in the pools as directed by park representative.

- B. The determination to replace materials or equipment will be made only by mutual agreement between the Contractor and a representative of the Department. Each time that the vendor needs to purchase supplies or equipment, including plants, the vendor must receive approval *prior* to purchasing the desired items. prior to work being started.
- C. An itemized list of all materials shall accompany the invoice. The invoice shall also clearly indicate which area was serviced.
- D. Materials and parts charges shall include delivery to the job site. All necessary materials required in any project shall be billed at cost. A paid receipt/invoice showing actual cost, must be included for reimbursement.
- E. The Contractor shall be a qualified horticulturalist, and all work shall be done by him/her or by an apprentice under his/her direct and immediate supervision.
- F. Upon notification by a representative of the Department, the Contractor shall proceed and complete the work in a reasonable and mutually agreed upon time. In the event of an emergency, the Contractor shall be prepared to proceed with the work within forty-eight (48) hours upon notification by the Department.

III. 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.

IV. CONTRACTOR QUALIFICATIONS

After the bid opening, and prior to awarding of the contract, the Department reserves the right to request references (name, 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. The Contractor shall have an extensive knowledge of trees, shrubs, and herbaceous plant materials, soils and soil amendments, horticultural practices, fertilizing and pesticide applications, water fountains and gardens, and other trade knowledge needed to restore and maintain the historic gardens to specifications and maintain the historic character of said

gardens. The contractor shall have all necessary equipment and labor to perform the restorations and service to the gardens. The Contractor shall have an affinity for restoring and preserving the historic nature of the gardens.

V. SITE INSPECTION

A site inspection is mandatory for all bidders, and shall be scheduled prior to bid opening. Bidders should contact Phillip Schmidt at 610-892-3904, to arrange to inspect the premises and review the work to be done prior to submitting a bid.

VI. 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, which may arise from the activities performed 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/or 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.

VII. BID AWARD

The bidders shall complete a bid solicitation, to be found at <https://www.pasupplierportal.state.pa.us/iri/portal/anonymous> for award of the bid.

The hourly rates quoted in the bid solicitation shall include all transportation, meals, tools or any other equipment necessary to perform the work.

For parts and materials, the Department shall reimburse the Contractor for actual cost of the parts and materials. Handling and administrative expenses incurred to obtain the parts and materials are not reimbursable.

Bid will be awarded based on lowest total sum. In the event of a discrepancy between the unit price and extension of figures, the unit price will prevail.

VIII. CONTRACT TERM

The contract term shall commence upon execution and receipt of purchase order and terminate June 30, 2019.

Further, the parties may agree to renew this contract for three (3) additional annual terms, with the 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 prior to the termination date. The renewal notice should be mailed or faxed to:

Ridley Creek State Park Office
1023 Sycamore Mills Road
Media, PA 19063

IX. PAYMENT TERMS

Payment shall be made on a reimbursement basis for actual services performed by the horticulturalist and apprentice.

X. INVOICES

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

All invoices for this contract MUST either be:

A. 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>.

B. 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 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.

Please Note: Vendors are reminded to **NOT** include employer identification numbers, Social Security Numbers, bank account information, or other personally identifiable information on their invoices. That information is uniquely tied to your SAP Vendor Number and, for security purposes, should not be explicitly stated on an invoice.

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 hours worked and an itemized list of materials with actual costs.

XII. RECEIPT AND OPENING OF BIDS

Bids must be submitted via the PA Supplier Portal, to be found at www.pasupplierportal.state.pa.us. Fax bids and mailed bids **will not** be accepted.

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

Bidder can obtain bid results by accessing <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.