

SHARED RIDE
2009 WYOMING AVE.
FORTY FORT, PA 18704
(570) 288-8420
1-800-679-4135
FAX (570) 288-7455



FIXED ROUTE
315 NORTHAMPTON ST.
KINGSTON, PA 18704
(570) 288-9356
FAX (570) 288-7327
www.lctabus.com

INVITATION FOR BID

TREE REMOVAL/LAND CLEARING

IFB 19-20-004

March 4, 2020





Lou Uritz, Procurement Manager

Vince Coviello, Maintenance Director

**INVITATION FOR
COMPETITIVE SEALED BIDS**

BID NUMBER: # IFB 19-20-004 DATE: March 4, 2020
DUE DATE AND TIME: March 25, 2020 at 12:00pm EST
OPENING LOCATION/TIME: Luzerne County Transportation Authority Administrative Building, 315 Northampton Street, Kingston, Pennsylvania 18704 (BID OPENING @ 1:00pm EST)
MAILING ADDRESS: Same as above

PROCUREMENT FOR: Tree Removal/Land Clearing @ Murray Complex Site

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at this office until the stated date and time and then publicly opened. Any bid received after the scheduled deadline, will be immediately disqualified. LCTA assumes no responsibility for delivery of bids which are mailed.

BID NUMBER MUST BE SHOWN ON THE OUTSIDE OF ENVELOPE (IFB 19-20-004).

DIRECT ALL INQUIRES TO: Vince Coviello, Maintenance Director	Lou Uritz, Procurement Manager
Phone: (570) 288-9356	Phone: (570) 288-9356
Fax: (570) 288-7327	Fax: (570) 288-7327
Email: vcoviello@lctabus.com	Email: luritz@lctabus.com

NOTICE TO BIDDERS: There will be no pre-proposal conference, but all potential proposers should contact LCTA's Project Mgr. Vince Coviello (570-288-9356 x223, email: vcoviello@lctabus.com) to schedule a site visit. At this meeting proposers will be given the opportunity to ask questions and familiarize themselves with all the conditions that may affect the time or cost of performance. The site visit is recommended for all proposers so it will not be necessary later on for proposers to make a subsequent claim or request a contract modification because of facts not known when the proposal was submitted. Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract

Questions should be submitted via email to the contact person for this bid. Deadline for questions is Wednesday, March 18, 2020 by 2:00pm.

If downloading this solicitation from our website; it is the responsibility of the bidder to call our office at (570) 288-9356 x210 to be registered as a potential bidder to receive any subsequent addenda.

Luzerne County Transportation Authority complies with all Pennsylvania and Federal laws that prohibit discrimination on the basis of race, sex, age, religion, color, national origin and disability.

"NO BID" RESPONSE FORM

To submit a "No Bid" response for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list. **In order to ensure that LCTA file has current information, or if you wish to be added to LCTA's Vendor Registration, you must also return the Certificate of Familiarity form completed in its entirety.**

Note: Please show the solicitation number on the outside of the envelope.

Please check statement(s) applicable to your "No Bid" response --

- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- ~~We are unable to meet bond requirements.~~
- We are unable to meet insurance requirements.
- We do not offer this product or service.
- Remove us from your vendor list for this commodity/service.
- Other (specify below).

Comments: _____

Company Name (as registered with the IRS)

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

_____/_____
Phone # Fax #

BOND REQUIREMENTS

- A. **BID BOND:** Each offeror shall submit with his Bid a Bid Bond with a good and sufficient surety or sureties company licensed in South Carolina, in the amount of five percent (5%) of the total Bid amount. The Bid bond penalty may be expressed in terms of a percentage of the Bid price or may be expressed in dollars and cents.

OTHER ACCEPTABLE METHODS:

1. **CERTIFIED CHECKS:** If a certified check is submitted in lieu of a Bid bond, it will be made payable to the LCTA Treasurer's Office, in the amount of 5% of the total Bid amount. A check will be returned to the unsuccessful offerors after award and will be returned to the successful offeror after acceptance of the final contract and surety by the offeror.
2. **IRREVOCABLE LETTER OF CREDIT:** LCTA will accept an Irrevocable Letter of Credit in lieu of a Bid Bond. Letter shall be issued by a Financial Institution insured by the FDIC or FSLIC in the amount of 5% of the total Bid amount.

**FAILURE TO SUBMIT CORRECT BID GUARANTEE MAY RESULT IN REJECTION OF YOUR BID.
OWNER - COUNTY OF -----**

Not required

INSTRUCTIONS AND CONDITIONS

1. GENERAL:
 - a. Only one copy of your bid is required, unless otherwise stated.
 - b. Bids, amendments thereto or withdrawal request must be received by the time advertised for bid openings to be accepted. It is the vendor's sole responsibility to insure that these documents are received by the Procurement Office at the time indicated in the bid document.
 - c. When specifications or descriptive papers are submitted with the bid invitation, be sure all documents are clearly labeled with the Bidder's name.
 - d. Submit your **signed** bid on the forms provided in this bid package. Failure to do so may be cause for rejection. Show bid number on envelope as instructed. LCTA assumes no responsibility for unmarked or improperly marked envelopes.
 - e. All Competitive Sealed Bids must be enclosed in a **SEALED** envelope before submitting to Procurement Office.
 - f. Bidders must clearly mark as "Confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under the Pennsylvania Right to Know Law, 65 §66.1 et seq. LCTA reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against LCTA or its agents for its determination in this regard.
 - g. By submission of a bid, the bidder is guaranteeing that all goods and services meet the requirements of the solicitation during the contract period. Unless otherwise stated it is understood and agreed that all items shall be new and in first class condition.
 - h. All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. No bid shall be altered or amended after specified time for opening.
2. COST OF BIDS: Under no circumstances will LCTA be liable for any costs associated with any response to solicitations. The bidder shall bear all costs associated with the preparation of all bid materials submitted.
3. BIDDERS RESPONSIBILITY: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
4. DELIVERY (if applicable): LCTA requires that delivery be made to specified destination within the shortest time frame possible. Delivery shall arrive between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, provided that such day is not a legal holiday. The purchase order number must be indicated on all delivery tickets. Other specific delivery instructions may be noted in the bid specifications.
5. SHIPPING (if applicable): All deliveries shall be shipped F.O.B. point of Destination-freight prepaid, the seller pays and bears all freight charges; collect shipments will not be accepted. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to LCTA. Any claim for loss or damage shall be between the contractor and the carrier.
6. PAYMENT TERMS: Following are the payment terms, unless otherwise stated in the Minimum Specifications:

- A. Construction Contracts - Unless otherwise specified, standard LCTA payment policy (net 30 days) will apply. Contracts resulting from this bid shall be subject to a financial assistance contract between the purchaser and the Commonwealth of Pennsylvania and the U.S. Department of Transportation (if applicable). Payment by the Luzerne County Transportation Authority will be made within thirty (30) days of receipt of an approved invoice.
 - B. Equipment, Goods, and Services – Payment shall be made within 30 days after receipt of equipment, goods and services that are complete and meet all specifications of bid solicitation. LCTA will not make “pre-payments” for any goods or services and partial payments shall be at the discretion of the Procurement Manager.
 - C. Electronic Payments - LCTA may choose to utilize checks, Procurement Cards (credit card issued by Visa), E-payables or other types of electronic payment methods approved by the LCTA Administrative Services department. The successful bidder agrees to accept electronic payment by LCTA at no extra charge, should LCTA decide to use this method of payment.
7. **COMPETITION:** This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Office in writing within seven (7) calendar days after receipt of bid. The solicitation may or may not be changed, but a review of such notification will be made prior to the award.
8. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein should be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications. Deviations should be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items should provide information sufficient enough to determine acceptability of item offered.
9. **"OR APPROVED EQUAL":** Certain processes, types of equipment or kinds of material are described in the specifications and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparability. However, LCTA reserves the right to select the items which, in the judgment of LCTA, are best suited to the needs of LCTA based on price, quality, service, availability and other relative factors. Bidders should indicate brand name, model, model number, size, type, weight, color, etc., of the item bid, if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any bidder desires to furnish an item different from the specifications, vendor shall submit along with the bid, the information, data, pictures, designs, cuts, etc., of the item they plan to furnish so as to enable LCTA to compare the item specified; and, such item shall be given due consideration. LCTA reserves the right to insist upon, and receive items as specified if the submitted items do not meet LCTA's standards for acceptance.
10. **UNIT PRICES:** When applicable, unit prices will govern over extended prices unless otherwise stated in this bid invitation. All bid prices shall remain effective for a minimum of 60 days, unless otherwise stated.

11. **INTERPRETATIONS OR ADDENDA:** No oral changes shall be made to any bidder regarding the Bid Documents or any part thereof. Every request for an interpretation shall be made in writing via email or fax to the Buyer as indicated in the bid document. All inquiries must be received by the last day for questions stated in the solicitation document. Any changes to the specifications shall be in the form of a written Addendum to the Bid Documents. The Addendum will be posted on the Procurement web site at lctabus.com/business-center/. The Addendum will also be emailed to all Bidders who have contacted the Procurement Office and asked to be placed on the Bidder's List. It shall be the bidder's responsibility to make inquiries as to the Addenda issued. All such Addenda shall become part of the Bid Documents and all bidders shall be bound by such Addenda, whether or not received by the bidders.
12. **BID OPENING:** The Procurement Manager or his/her designee shall decide when the time set for bid opening has arrived, and shall so declare to those present. He/she shall then personally and publicly open all bids received prior to that time and read them aloud to those persons present and have the bids recorded. At the opening the following information is read aloud:
- A. **Sealed Bids:** Bidders name, brand name, model number, unit price, and lot price or lump sum, as may be applicable.
 - B. **Best Value Bids:** Only the names of the bidders who responded to the bid will be provided.
 - C. **Request for Proposals:** Only the names of the bidders who responded to the bid will be provided.
- Questions and other information regarding the contents of specific bids shall not be released until after the evaluation is complete and the award has been made. Only then shall the entire file be available for public review.
- Disclosure of Bid Information: Only the information disclosed by LCTA Procurement Manager or his/her designee at bid opening is considered to be public information under Pennsylvania Right to Know Law, 65 §66.1 et seq, until after the award is made.
13. **TIE BIDS:** If two or more bidders are tied in price, while otherwise meeting all of the required terms and conditions of the bid, awards may be determined as follows:
- A. The award may be revised to comply with proper procurement procedures, if possible, provided that a determination is made that doing so is in the best interest of LCTA
 - B. If deemed in the best interest of Luzerne County Transportation Authority, it reserves the right to pick and choose from the list of procured items, add and delete items and/or to order from multiple vendors.
 - C. LCTA reserves the right to award contracts which are in the best interest of the authority.
14. **BIDDERS QUALIFICATION:** Bidders must, upon request of LCTA, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. LCTA reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
15. **CORRECTION OR WITHDRAWAL OF BID; CANCELLATION OF AWARD:** Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such mistakes, may be permitted subject to the following: appropriate mistakes discovered by the bidder before bid opening may be modified or withdrawn by submitting written notice to the Procurement Department prior to the time set for bid opening. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of LCTA shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards, or contracts, after award but prior to performance shall be supported by a written determination made by the Procurement Manager.

16. REJECTION OR ACCEPTANCE OF BIDS; WAIVER OF TECHNICALITIES AND IRREGULARITIES: LCTA shall reserve the unqualified right to reject any and all bids or accept such bids, as appears in LCTA's own best interest. LCTA shall reserve the unqualified right to waive technicalities or irregularities of any kind in solicitations made under this Article. In all cases, LCTA shall be the sole judge as to whether a bidder's bid has or has not satisfactorily met the requirements to solicitations made under this Article.

17. AWARD: A Notice of Award will be emailed to all participating bidders.

The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bid. LCTA reserves the right to waive any technicalities and informalities, and accept or reject any bid as deemed in the best interest of LCTA will be sole judge as to whether bids submitted meet all requirements contained in this solicitation. When so stated in the bid solicitation, the award can be made to one or a multiple vendors, whichever is in the best interest of LCTA, and quantities may vary, depending upon availability of funds, unless otherwise stated. Best value bids will be evaluated and awarded based on the criteria set forth in the bid document. Based on the total award amount the final decision for award may rest with the LCTA Board of Directors.

18. PROTEST PROCEDURE:

- A. The Luzerne County Transportation Authority reserves the right to postpone bid opening for its own convenience and to reject any or all bids.
- B. Changes to the specifications will be made by addendum.
- C. Prime contractors and subcontractors may make appointments to discuss these specifications. This, however, does not relieve them from the written documented requests received by paragraph D below
- D. Requests for approved equal, clarifications of specifications, and protests of specifications must be received by the Luzerne County Transportation Authority in writing at least fourteen (14) calendar days prior to bid opening. Any request for an approved equal or protest of the specifications must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement.
- E. The Luzerne County Transportation Authority's replies to requests under Paragraph D above will be postmarked no later than ten (10) calendar days prior to the bid opening.
- F. Protests from the decision of LCTA with regard to the specifications by a prime contractor or an adversely affected subcontractor must be submitted in writing and received by LCTA at least five calendar days prior to bid opening. Protests shall contain a statement of the grounds for the protest and complete supporting documentation. The grounds for protest shall be fully supported to the extent feasible. Additional materials in support of an initial protest will be permitted at the sole discretion of LCTA.
- G. Failure of a protestor to comply with the time limits stated in this section (Protest Procedures) will result in dismissal of the protest by LCTA. There shall be no protests of the specifications after bid opening.
- H. With regard to LCTA Board of Directors actions after bid opening, bidder may protest said action. Protests are to be filed with LCTA in writing no later than five (5) days after the action taken by the LCTA Board of Directors.
- I. Appeals from decisions of LCTA by a prime contractor or an adversely affected subcontractor may be submitted to FTA. FTA procedures for the filing of protests may be found in FTA Circular C4220.1F, Chapter VII.

19. CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed to the Procurement Manager by calling 570-288-9356 x210.. Copies of all correspondence concerning this contract shall be sent to the Procurement Manager, 315 Northampton Street, Kingston, PA. All change orders must be authorized in writing by the Procurement Manager. LCTA shall not be bound to any change in the original purchase order or contract without prior written approval of the Procurement Manager.

20. CONTRACT: This bid and submitted documents, when properly accepted by LCTA along with a written purchase order, shall constitute a contract equally binding between the successful offeror and LCTA. No different or additional terms will become a part of this contract, except through a Change Order, when applicable.

21. **ASSIGNMENT:** Once a contract has been executed, the Contractor shall not assign, sublet, or transfer the contract without the written consent of the Procurement Manager.
22. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Procurement Manager.
23. **ARBITRATION:** Under no circumstances and with no exception will LCTA act as arbitrator between the Contractor and any subcontractor.
24. **DEFAULT:** In case of default by the Contractor, LCTA reserves the right to purchase any or all items in default in the open market, charging the contractor with any excessive costs. Should such charge be assessed, no subsequent bids will be considered or purchase orders issued to the defaulting contractor until the assessed charge has been satisfied.
25. **INDEMNIFICATION:** During the term of this agreement the contractor hereby expressly agrees and covenants that it will defend, hold and save harmless and indemnify the officers, agents, servants, and employees of LCTA and members of the Board of LCTA from liability of any nature of kind, in connection with the work to be performed hereunder, arising out of any act or omission of the contractor, or of any employee or agents of the contractor, or any person or firm associated with the contractor including any person, firm or corporation having the status of an independent contractor, or engaged by the contractor, to perform any work required by or in connection with the work required by this agreement. The approval by LCTA of the methods of doing the work or delivering the product or the failure of LCTA to call attention to improper or inadequate methods or to require a change in methods or to direct the contractor to take any particular precautions or to refrain from doing any particular thing shall not excuse the contractor in case of any such injury to persons or damage to property.
26. **PUBLICITY Contractor's bid. RELEASES:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by LCTA. The contractor shall not have the right to include LCTA's name in its published list of customers without prior approval of LCTA. With regard to news releases, only the name of LCTA, type and duration of contract may be used and then only with prior approval of LCTA. The contractor also agrees not to publish, or cite in any form, any comments or quotes from LCTA Staff, unless it is a direct quote from LCTA Administrator.
27. **FORCE MAJEURE:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
28. **PROHIBITION OF GRATUITIES:** The following applies to all procurements issued by LCTA:
No Board member, Officer or employee, shall use, or authorize the use, of this office or employment to secure anything of value or offer promise of anything of value that is of such character as to manifest a substantial and improper influence on him with respect to his/her duties.
29. **STATE & FEDERAL LAW CLAUSE:**
Bidders must certify that they are not on Federal and/or State list(s) of ineligible/debarred bidders. The bidder shall comply with all applicable Federal, State and local laws and their respective rules and regulations. This compliance shall be at the contractor's expense. It is required that the attached non-collusion affidavit shall be executed and delivered with the bid.
30. **PA SALES TAX:** LCTA is Tax Exempt (certificate is available upon request)

31. DRUG-FREE WORKPLACE: In addition to its own policies for a safe and drug free workplace, LCTA also has an obligation under federal, state laws and local ordinances to establish certain policies related to use of drugs and/or alcohol and providing a safe workplace.

32. INSURANCE: The successful contractor shall procure, maintain, and provide proof of insurance coverage

Insurance - The VENDOR/CONSULTANT/CONTRACTOR shall maintain throughout the duration of the term of the Agreement, liability insurance covering the: VENDOR/CONSULTANT/CONTRACTOR and designating LCTA including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the VENDOR's/CONSULTANT's/CONTRACTOR's work. If necessary, certificates of insurance and any additional insured endorsements shall be furnished to LCTA prior to the effective date of this Agreement/Contract.

a. The Contractor shall procure and maintain, at his own cost and expense, during the entire period of the performance under this contract, the following types of insurance:

(1) WORKER'S COMPENSATION: A policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed, and if there is any exposure to any of the Contractor or subcontractor personnel with the U. S. Longshoremen's and Harbor Workers' Act, Jones Act, Admiralty Laws or the Federal Employers' Liability Act, the Contractor will provide coverage for these requirements. Worker's Compensation: STATUTORY

Employer's Liability - Each Accident: \$1,000,000

Disease Policy Limits: \$1,000,000

Disease - Each Employee: \$1,000,000

(2) Not Used

(3) COMMERCIAL / COMPREHENSIVE GENERAL LIABILITY:

The Contractor and any Subcontractor shall provide a valid Certificate of Insurance listing the insurance coverage maintained. The liability insurance maintained by the Contractor and any Subcontractor shall include, at a minimum, the following coverage;

Premises - Operations

Contractual – This contract

Independent Contractors

Broad Form Property Damage / Fire Legal Liability

The minimum Limit of Liability shall be:

Bodily Injury (per person / occurrence) \$1,000,000

Property Damage (per occurrence) \$ 50,000

Or

Combined Single Limit per Occurrence \$1,000,000

If the insurance contract has a Limit of Liability Aggregate, the minimum Aggregate level shall be \$1,000,000 per policy year.

The Commission shall be included as an additional insured under the coverage for Commercial General Liability insurance with respect to all activities under this contract and shall provide a copy to the contracting officer.

b. SPECIAL PROVISIONS OF INSURANCE FURNISHED BY CONTRACTOR

(1) The Contractor shall forward to the Contracting Officer for approval a certificate, or certificates, issued by the insurer(s), of the insurance required under the foregoing provisions, including special endorsements. Such certificate(s) shall be in a form satisfactory to the Commission and shall list the various coverages and limits.

Insurance companies providing the coverage must be acceptable to Commission; rated by A.M. Best and carry at least an "A" rating. In addition to any provisions herein before required, a provision of such insurance policies shall be that the policies shall not be changed or canceled, and they will be automatically renewed upon expiration and continued in full force and effect until final acceptance by the Commission of all work covered by the contract, unless the Commission is given thirty (30) days written notice before any change or cancellation is made effective. The Contractor shall promptly furnish the Contracting Officer with a certified copy of each insurance policy upon request.

(2) All insurance shall be procured from insurance or indemnity companies acceptable to the Commission/Jurisdiction and licensed and authorized to do business in Commonwealth of Virginia. Commission/Jurisdiction approval or failure to disapprove insurance furnished by the Contractor shall not release the Contractor of full responsibility for liability for damage and accidents.

(3) If at any time the above required insurance policies should be canceled, terminated or modified so that the insurance is not in full-force and effect as required herein, the Contracting Officer may terminate this contract for Default or obtain insurance coverage equal to that required herein, the full cost of which shall be charged to the Contractor and deducted from any payments due the Contractor.

(4) Any contract of insurance or indemnification naming the Commission, the United States of America or any of its departments, agencies, administrators or authorities, as an insured, shall be endorsed to provide that the insurer will not contend in the event of any occurrence, accident, or claim that the Commission or the United States of America, et al., are not liable in tort by virtue of the fact of being governmental instrumentalities or public or quasi-public bodies.

SPECIAL TERMS AND CONDITIONS FOR CONSTRUCTION PROJECTS

(WHERE APPLICABLE)

1. **LICENSES, PERMITS, INSURANCE & TAXES:** All costs for required licenses, insurance and taxes shall be borne by the contractor. It shall be the responsibility of the contractor to obtain all licenses and permits and to pay all fees associated with work performed within the jurisdictions of any city, where applicable.
2. **BUILDING CODES:** The contractor will be solely responsible for compliance with applicable Building Code requirements, all dimensions, and all conditions relating to his work under this contract.
3. **WORKMANSHIP:** Workmanship shall be first quality in every respect. All measures necessary to ensure a first class job shall be taken.
4. **WATCHMEN:** It is not required that a full-time watchman be employed on this job, however the contractor shall be responsible for the safekeeping of materials and protection of the public during the entire construction period.
5. **INTERFERENCE:** The construction work must be carried on in such a manner, consistent with the practical conditions involved in the erection of any new work, as to cause the least amount of interference and inconvenience to the occupants of nearby or adjoining buildings or property.
6. **PROTECTION OF ADJACENT WORK:** Protect work and adjacent work at all times with suitable covering or by other approved methods. All damage to work in place caused by the contractor shall be repaired and restored to the original good and acceptable condition using same quality and kinds of materials, as required, to match and finish with adjacent work.
7. **SITE CLEANING:** The contractor shall keep the construction site clean and free from an accumulation of debris or materials during the construction. At the completion of the work, the entire facility and premises shall be left clean. All accumulations of trash and other materials which are not to be used in the construction, must be removed from the premises on a daily basis.
8. **TIME LIMIT:** It is hereby understood and agreed by the parties hereto that time is of the essence in this contract and that great energy and diligence shall characterize all operations carried on under this agreement.
9. **FINAL INSPECTION:** At the completion of the contract work, a representative of LCTA shall accompany the contractor on an inspection of the work. All defects found in the work will be corrected by the contractor before final payment will be authorized.
10. **GUARANTEE:** Upon completion of the work and before final payment is made, the contractor shall furnish the LCTA a guarantee stating that the contractor shall keep his entire portion of the work in repair, without expense to LCTA, as far as concerns defects of workmanship for a period of one (1) year from the date of final Certificate (unless specified for a longer time elsewhere) and he shall be responsible for, and make good any damage to his work caused by such defect; but this clause shall not be interpreted as holding him responsible for making good any deterioration on his part of the work due to its use or abuse by LCTA.
11. **DATE OF COMMENCEMENT AND COMPLETION:** It is the intent of LCTA to issue a statement of award to the successful contractor on or about March 25, 2020. Contractor shall submit signed contract, performance and payment bonds, and certificate of insurance, where applicable, within ten (10) days. Upon receipt of signed documents, a Notice to Proceed will be issued. The contractor shall achieve completion of the entire work not later than (to be determined) calendar days after the Notice to Proceeds date, subject to adjustments of the contract time as provided for in subsequent approved change orders.

12. CONTRACT PERIOD: Time extensions will not be granted for rain, wind, snow, or other natural phenomena of normal intensity for the locality where the work is located. For the purpose of establishing that abnormal adverse weather conditions have caused a delay, and determining the extent of delay attributed to such weather conditions, the Contractor shall furnish with his claim National Weather Service records of climatic conditions during the same time interval for the previous five year for the locality of the work; the Contractor's daily job site logs/daily construction reports showing weather, job activities, and the effect of weather on the progress of the work; and an impact schedule showing the effects of the weather event on the critical path of the Contractor's Construction Schedule. Time extensions for weather delays do not entitle the Contractor to recovery of "extended overhead" associated with that claim. Should the Contractor feel he is eligible for a contract extension due to abnormal weather conditions, the request, along with documentation, shall be submitted to the Project and/or Procurement Manager.

MINIMUM SPECIFICATIONS

Tree Removal/Land Clearing – Murray Complex Site

1. INTRODUCTION

Scope of Work: Luzerne County Transportation Authority is seeking sealed bids for tree removal and land clearing services at the Murray Complex Site which will be developed as the new headquarters for the transit authority. The awarded contractor shall provide all labor, materials, equipment and services to perform the work specified herein, or reasonably necessary for and incidental to a complete job. The Murray Complex Site is approximately 12 +/- acres on S. Pennsylvania Ave., Wilkes Barre, PA., and the closest street address is 100 Hazle St., Wilkes Barre, PA. 18702. LCTA's intent is for the trees and vegetation to be cleared within the site as close to ground level as possible without triggering **PADEP, NPDES & CONSERVATION DISTRICT "EARTH DISTURBANCE"** rules, regulations, permits and policies. There is no intent for tree harvesting on behalf of LCTA, but just a simple land clearing to open up this site. Attachments: There are four (4) attachments included at the end of this bid document:

- Sample Contract/Purchase Order – Attachment #1
- Location of the Murray Complex Site – Attachment #2
- Survey Map of the Murray Complex Site – Attachment #3
- Ariel View (2 pages) – Attachment #4

Contract: The successful Contractor(s) must be willing to accept a construction contract/purchase order upon award(s). The sample contract/purchase order is Attachment # 1 of this bid document.

2. PREPARATION OF BID

- A. Bidder shall submit **two** copies of bid (one original and one copy) on Bid Forms furnished. Place Bid Forms and Bid Security within an envelope addressed:
- Luzerne County Transportation Authority
Lou Uritz, Procurement Manager
315 Northampton Street, Kingston, PA. 18704

Place on outside of envelope:

“Tree Removal/Land Clearing – Murray Complex Site, IFB 19-20-004”

- B. Bidder shall submit **three (3)** references for comparable projects on the reference sheet provided on page 18. The reference information shall include Name of Owner of the Project, Brief Description of the project, including the location, Completed Dollar Amount, Date Completed, Contact Person's Name, Phone, Fax and Email. The Procurement Office will check references provided.
- C. Bidder shall list all proposed subcontractors on the separate sheet provided on page 19. Subcontractors must be licensed by the State of Pennsylvania for their respective discipline. Once accepted by LCTA, Contractor(s) must request in writing and have approved by

LCTA, any changes to the subcontractors. LCTA reserves the right to request a list of equipment owned by any bidder to help determine their ability to complete the contract.

3. **INSURANCE, LAWS, PERMITS, LICENSES, REGULATIONS, ETC. (where applicable)**

- A. The Contractor(s), in execution of the work, shall conform to all applicable Federal and State laws, municipal ordinances and rules and regulations of all authorities having jurisdiction over construction of the work, including in part, all construction codes and safety codes which may apply to performance of work; protection of adjoining and adjacent property; maintenance of passageways, guard fences or other protective facilities; shall obtain and pay for all permits, licenses and approvals necessary for construction of the work and give all required notices.
- B. The Contractor(s) shall arrange for all inspections required by Federal, State, Municipal or other authorities having lawful jurisdiction and pay all fees and cost incurred.
- C. The successful Contractor(s) shall be required to submit proof of insurance as shown in Instructions and Conditions, Number 32. In addition, the successful bidder will be fully responsible for any damages, done by their company or their subcontractors and suppliers to public utilities and/or personal property as a result of the execution of this Contract. The successful Contractor(s) will be required to indemnify and hold LCTA harmless for any damage, done by their company and/or their subcontractors, to public utilities and/or personal property as a result of the execution of this contract.

4. **BIDDER'S RESPONSIBILITIES**

- A. Before submitting their bid, the Bidder shall carefully examine the boundaries of the proposed work and make all necessary investigations to inform themselves thoroughly as to the conditions which affect work under this contract. Bidders shall inform themselves thoroughly as to all difficulties involved in completion of all work under this contract in accordance with its requirements.

5. **AWARDED CONTRACTOR(S) RESPONSIBILITIES**

- A. There will be no pre-proposal conference, but all potential proposers should contact LCTA's Project Mgr. Vince Coviello (570-288-9356 x223, email: vcoviello@lctabus.com) to schedule a site visit. At this meeting proposers will be given the opportunity to ask questions and familiarize themselves with all the conditions that may affect the time or cost of performance.
- B. The Contractor(s) shall be responsible for all aspects of their staging area, including, but not limited to, procuring and managing their staging area.

6. **GENERAL SPECIFICATIONS**

- A. **Schedule of Work:** The selected Contractor(s) shall develop a proposed schedule of work to submit to LCTA prior to commencing work.
- B. **Work Hours:** Contractor(s) shall perform all work during daylight hours.
- C. **Safety Signage:** The Contractor(s) shall be responsible for posting roads, positioning of flagmen or other methods necessary to maintain safe movement of traffic in and around construction site at all times. The PADOT specifications shall be the standard followed for signage and

safety. During the construction, all stop signs and 911-related road signs, if taken down by the Contractor(s) or his subcontractor, must be replaced by the end of the working day. Failure to maintain signage will hold the Contractor(s) solely liable for accidents and/or failure of emergency response vehicles to find an address, if applicable.

D. Advertising: No Signs placed on or near jobsites for advertising purposes.

E. Utilities: The Contractor shall be responsible for locating and protecting all utilities during the entire construction period. Any damages to the utilities and any costs incurred from that damage shall be the sole responsibility of the Contractor.

F. Change Orders: All change orders must be approved in writing. Any work not listed in the specifications (as work methods vary greatly) and deemed incidental to work that is outlined in the specifications shall not be eligible for payment. Any additional work done without written consent will not be eligible for payment. All change orders will be based upon the unit prices given in the Bid Forms. (See also Page 8, Number 22)

7. SITE CLEARING

A. Site clearing shall include the removal of all surface debris, the removal of all trees, shrubs and other plant life within the designated site. LCTA's intent is for the trees and vegetation to be cleared within the site as close to ground level as possible without activating PADEP, NPDES & CONSERVATION DISTRICT "EARTH DISTURBANCE" rules, regulations, permits and policies. There is no intent for tree harvesting on behalf of LCTA, but just a simple land clearing to open up this site. This shall consist of felling, trimming, and cutting of trees into sections and the satisfactory disposal of the trees and other vegetation designated for removal, including downed timber, snags, brush, and rubbish occurring within the areas to be cleared. This includes clearing the site, removing brush, and limbs; loading and removing all waste materials from the site. The awarded Contractor shall conform to any & all PADEP code(s) for environmental requirements, disposal of debris, burning debris on site and any use of herbicides.

B. Clearing operations shall be conducted to prevent damage by falling trees to existing structures, installations, roads, vehicles and to provide for the safety of employees and others.

C. Clearing shall consist of felling and cutting trees into sections, and satisfactory disposal of trees and other vegetation designated for removal including downed timber, snags, brush and rubbish occurring within the area to be cleared. Trees, brush and other vegetation in areas to be cleared shall be removed completely from the site. Clearing shall also include removal and disposal of materials obtruding, encroaching upon, or otherwise obstructing the work.

8. REMOVAL

A. Where indicated or directed, trees shall be removed from area as noted above. Trees shall be disposed of as hereinafter specified. Remove debris and other extracted plant life from site.

9. **DISPOSAL**

- A. Disposal of trees, branches, snags, brush, stumps, etc., resulting from clearing shall be the Contractor's responsibility and shall be disposed of by burning (if approved by city, state and federal guidelines), removal from the site, or a combination of both. All costs in connection with disposing of materials will be at the Contractor's expense. Materials to be removed shall be disposed of at an approved city or state disposal site. Other methods of disposal such as grinding or chipping may be approved by LCTA, but then these resulting materials must also be removed from the site. Disposal of all materials cleared and grubbed will be in accordance with rules and regulations of the City of Wilkes Barre & the State of Pennsylvania (PADEP...etc.). All timber on the project site noted for clearing shall become the property of the Contractor and shall be removed from the project site and disposed of.
- B. Burning: No materials may be burned unless authorized by and in accordance with rules and regulations of the City of Wilkes Barre & the State of Pennsylvania (PADEP...etc.). Contractor shall obtain a permit to burn on site from local fire department, before beginning the work. Materials disposed of by burning shall be burned in a manner avoiding all hazards, such as damage to existing structures, construction in progress, trees, and vegetation. Contractor shall be responsible for compliance with all local and state laws and regulations relative to the building of fires. Disposal by burning shall be kept under constant attendance until fires have burned out or extinguished. All liability of any nature resulting from disposal of cleared and grubbed material shall become the Contractor's responsibility.

LUZERNE COUNTY TRANSPORTATION AUTHORITY

315 Northampton Street, Kingston, PA. 18704

Phone: (570) 288-9356 / Fax: (570) 288-7327

BID FORM

BID NUMBER: IFB 19-20-004

DATE: March 4, 2020

OPENING DATE AND TIME: MARCH 25, 2020 at 1:00pm EST

**OPENING LOCATION: LCTA
Administrative Building, Board Room
315 S. Northampton Street, Kingston, PA. 18704**

PROCUREMENT OF: TREE REMOVAL/LAND CLEARING – Murray Complex Site

Luzerne County Transportation Authority intent is for tree removal and land clearing services at the Murray Complex Site which will be developed as the new headquarters for the transit authority. The Murray Complex Site is approximately 12 +/- acres on S. Pennsylvania Ave., Wilkes Barre, PA., and the closest street address is 100 Hazle St., Wilkes Barre, PA. 18702. LCTA’s intent is for the trees and vegetation to be cleared within the site as close to ground level as possible. The awarded contractor shall provide all labor, materials, equipment and services to perform the work specified herein, or reasonably necessary for and incidental to a complete job. Tree removal, tree debris, vegetation clearing, loading, removing materials and other items to be removed as specified herein will be included in the Lump Sum price for this land clearing work.

TOTAL LUMP SUM: \$ _____

FIRM NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____

SIGNATURE: _____ Title: _____

Print Signature: _____ Date: _____

By signing this Bid Form, the Bidder acknowledges that he/she has read this document and understands the provisions, agrees to be bound by its terms and conditions, will adhere to scheduling requirements stated herein and is capable of providing all required products and/or services.

REFERENCE FORM

(Please use this form or similar copy)

Bidder shall include a list of three references for similar work with bid response. References shall include project name, brief description and location of project, completed dollar amount of project, date completed, contact person's name, phone and fax number and e-mail address of a similar job completed.

1. Name of Owner of Project: _____
Brief description including Location: _____

Completed Dollar Amount: \$ _____ Date Completed: _____
Contact Person's Name: _____
Contact Phone: (_____) _____ - _____
Contact Fax: (_____) _____ - _____
Contact E-mail: _____

2. Name of Owner of Project: _____
Brief description including Location: _____

Completed Dollar Amount: \$ _____ Date Completed: _____
Contact Person's Name: _____
Contact Phone: (_____) _____ - _____
Contact Fax: (_____) _____ - _____
Contact E-mail: _____

3. Name of Owner of Project: _____
Brief description including Location: _____

Completed Dollar Amount: \$ _____ Date Completed: _____
Contact Person's Name: _____
Contact Phone: (_____) _____ - _____
Contact Fax: (_____) _____ - _____
Contact E-mail: _____

SUBCONTRACTOR FORM

Name & Address	Description of work to be preformed	Dollar Value of Subcontractor's Work
1.		
		\$
2.		
		\$
3.		
		\$
4.		
		\$
5.		
		\$
6.		
		\$

CERTIFICATE OF FAMILIARITY AND NON-COLLUSION

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached bid and other applicable information to LCTA, which I verify to be true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. I further certify that this bid is good for a period of sixty (60) days, unless otherwise stated.

Company Name (as registered with the IRS)

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Phone #

Fax #

E-mail Address

Mobile Phone #

PA. CONTRACTOR'S LICENSE # _____

Remittance Address

City, State, Zip

Phone #

Toll-Free Phone #, if available

Federal Tax ID Number

PA Sales and Use Tax Number

**Suspension and Debarment
Federal
49 CFR Part 29
Executive Order 12549
PA Title 62 Sec.531.
Debarment or suspension.**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945 and PA Title 62 Sec. Subchapter D, 531 Debarment or Suspension.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Luzerne County Transportation Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Luzerne County Transportation Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

COMMONWEALTH of PENNSYLVANIA: The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

Authorized Official of Firm

Title of Authorized Official

Date

BIDDER'S QUESTION SUBMITTAL FORM

**FOR QUESTIONS RELATED TO BID #IFB 19-20-004,
TREE REMOVAL/LAND CLEARING – Murray Complex Site**

Deadline for submitting a question is Wednesday, March 18, 2020 by 2:00pm.

If possible, please submit your questions via e-mail to the buyer assigned to this bid. Buyer's contact information is listed below.

Name: Lou Uritz
Title: Procurement Manager
E-mail: luritz@lctabus.com
Phone: 570-288-9356 x210

If you do not have access to e-mail, you may use the form below to fax questions to (570) 288-7327.

Company Name: _____ Date: _____

Address: _____

Contact Person: _____

Phone #: (____) _____ Fax #: (____) _____

(PLEASE REFER TO PAGE AND PARAGRAPH NUMBER FROM THE BID, WHEREVER POSSIBLE)

BID SUBMITTAL CHECKLIST

The following items shall be returned with your bid proposal:

Not required

~~BID BOND IN THE AMOUNT OF 5% OF THE TOTAL BID AMOUNT.~~

~~Note: Proof of Insurance coverage is required from the awarded contractor within 10 days after the award is made and accepted.~~

- BID FORM (page 17)
- REFERENCE FORM (page 18)
- CERTIFICATE OF FAMILIARITY & NON-COLLUSION (page 20)
- SUSPENSION & DEBARMENT AFFIDAVIT (page 21)
(This form is required for Federal & State funded projects)
- LISTING OF ALL PROPOSED SUBCONTRACTORS – (page 19)
- COPY OF CONTRACTOR'S LICENSE

ANY DEVIATIONS FROM REQUIRED SPECIFICATIONS SHOULD BE EXPLAINED AND INCLUDED WITH YOUR BID.

The purpose of the Bid Submittal Checklist is to remind bidders of general documents required with your bid submittal. It is the bidder's responsibility to include any additional documents requested in the bid that may not be listed on this checklist.

PURCHASE ORDER



Show this Purchase Order Number on all correspondence, invoices, shipping papers and packages.

00000

**LUZERNE COUNTY
TRANSPORTATION AUTHORITY**

**315 Northampton St.
Kingston, PA 18704**

PH: 570-288-9356 ~ FAX: 570-288-7327

www.lctabus.com

(SHIP & BILL TO THIS ADDRESS UNLESS OTHERWISE NOTED)

DATE	REQUISITION NO.
TO	

REQUISITIONED BY		SHIP DATE	SHIP VIA	NOTES	TERMS			
QUANTITY	QTY. RECEIVED	DATE RECEIVED	STOCK NO./DESCRIPTION		UNIT PRICE		TOTAL	

1. Delivery is F.O.B. destination unless otherwise stated.
2. Order is to be entered in accordance with prices, delivery and specifications shown above
3. Notify us immediately if you are unable to ship as specified
4. Please see LCTA/FTA Terms & Conditions on back.

AUTHORIZED BY



ATTACHMENT #1 (2 of 2) (Example Contract/PO)

Procurement – Terms & Conditions

- Any change to these Terms and Conditions requires the written authorization of the Purchasing Department.
- C.O.D. or Freight Collect Shipments will not be accepted.
- All shipments are F.O.B. DESTINATION unless otherwise specified. Where F.O.B. Shipping Point has been negotiated, shipper must repay and add to invoice.
- Purchase Order Number must be clearly shown on shipping label and all paperwork, including Bill of Lading, Packing Slip and Invoice.
- Shipments must be properly packaged. Inspection of delivery will be made at delivery point unless otherwise specified.
- Billing address is at the top left on Purchase Order.
- DO NOT EXCEED SPECIFIED QUANTITIES UNLESS A VARIATION OF QUANTITY IS SPECIFIED.
- LCTA is Tax Exempt. (Tax Exempt Form available upon request)

Standard Contractual Provisions for Purchase Orders and Federally Funded Procurements: Vendors accepting purchase orders or entering into a contractual agreement with LCTA for the provision of goods and services agree to comply with the terms and conditions as set forth herein and in compliance with Federal, State and Local Laws in performing its duties under this order. In addition, vendors filling an order funded by federal grant funds in whole or in part agree to comply with the applicable federal provisions. (Federal Transit Administration Clauses: Certain FTA Third-Party Contract Clauses apply to all purchases exceeding \$10,000 [\$2,000 construction])

LCTA's purchasing process is governed by these laws, regulations, agreements and manuals:

- **THE PENNSYLVANIA MUNICIPAL AUTHORITIES ASSOCIATION ...**
<http://www.municipalauthorities.org/>
- **LCTA Procurement Policy & Procedures...** <http://www.lctabus.com/>
- **Federal Transit Administration's Third Party Contracting Guidelines**, Circular 4220.1E,... <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>
- **Federal Transportation Administration Best Practices Manual...**
http://www.fta.dot.gov/13057_6037.html
- **Federally Required and Other Model Clauses...**
<https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>
- **LCTA Code of Ethics Ordinance...** <http://www.lctabus.com/>
- **Rules relating to Disadvantaged Business Enterprises**) set out at 49 C.F.R. 26.1 et seq.)... <http://www.lctabus.com/>

ATTACHMENT #2 (Location)

Murray Complex on Pennsylvania Ave

(behind the Wilkes Barre PA US Post Office & next to The Medicine Shoppe Pharmacy)

The Medicine Shoppe® Pharmacy

[Website](#) [Directions](#) [Save](#)

4.9 ★★★★★ 15 Google reviews

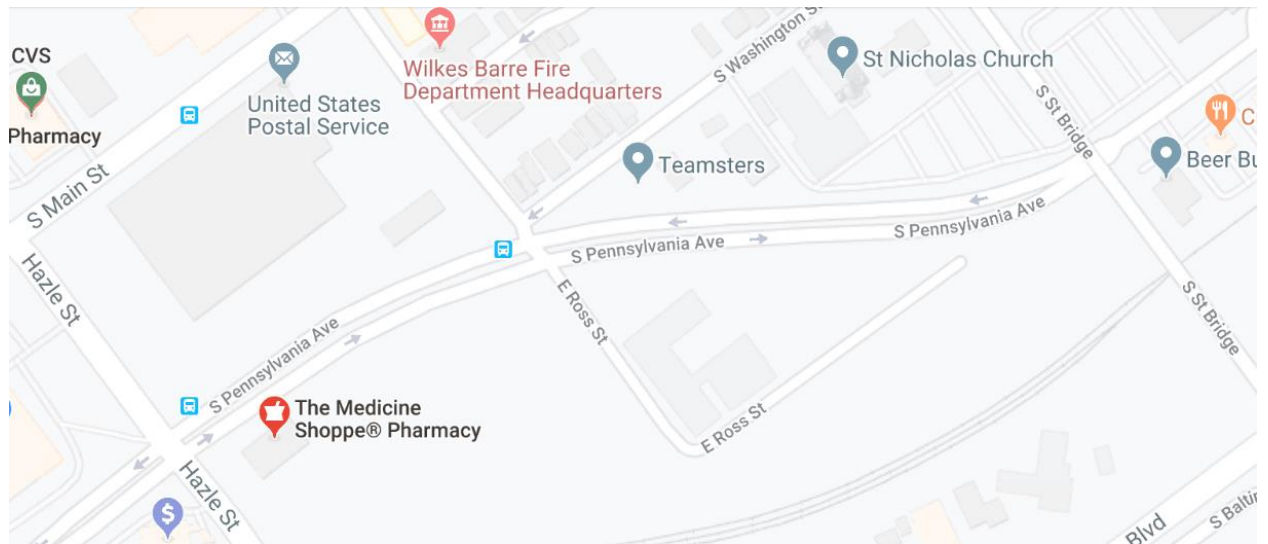
Pharmacy in Wilkes-Barre, Pennsylvania

Address: 100 Hazle St, Wilkes-Barre, PA 18702

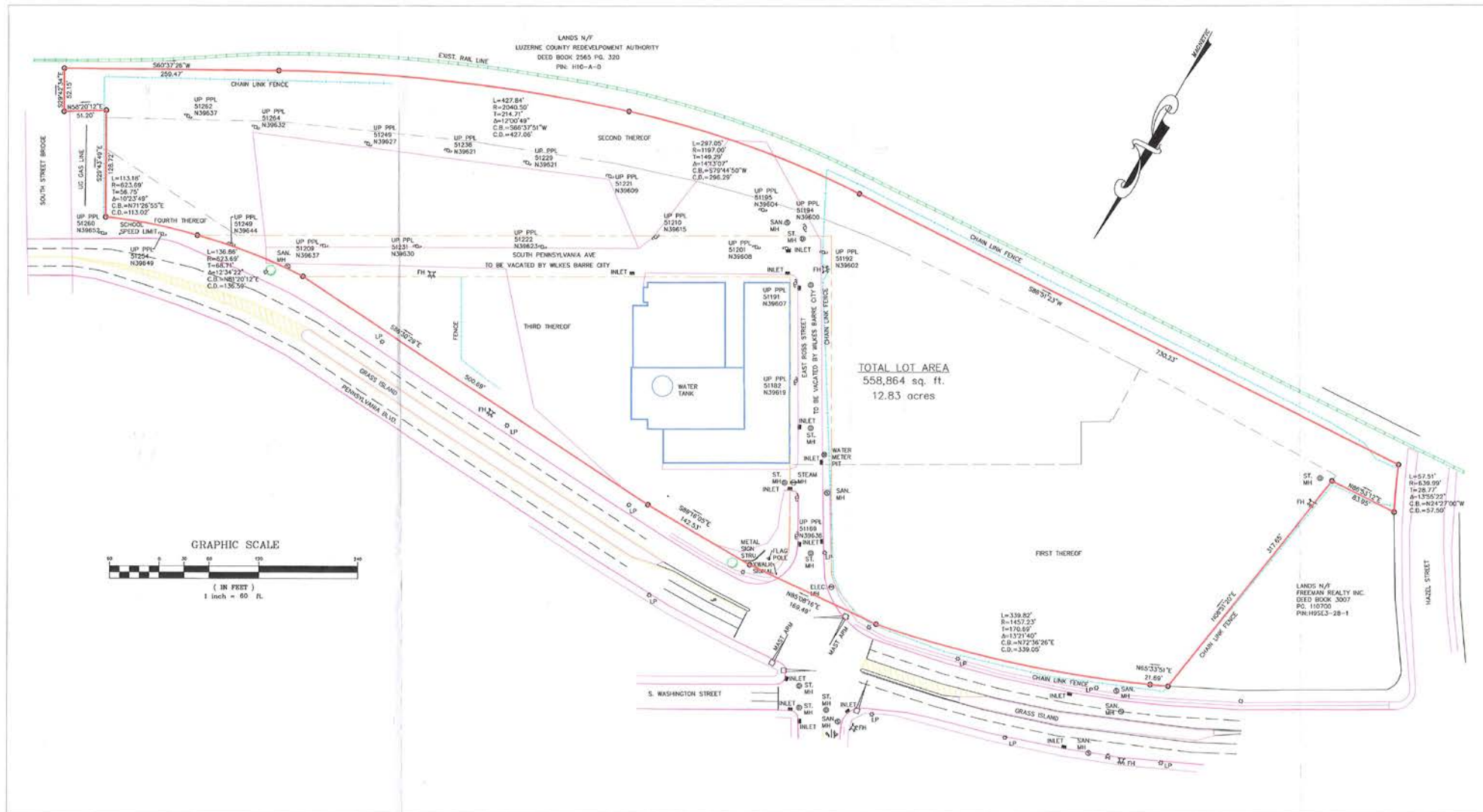
Hours: Opens soon · 9AM ▾

Phone: (570) 823-0511

[Suggest an edit](#) [Own this business?](#)



ATTACHMENT #3 (Survey Map)



LOCATION PLAN

- LEGEND**
- PROPERTY LINE
 - EDGE OF PAVE
 - UTILITY POLE
 - SANITARY MANHOLE
 - ⊕ FIRE HYDRANT
 - ⊕ STORM MANHOLE
 - ⊕ LIGHT POLE
 - ⊕ PA/DOT TRAFFIC CONTROL
 - ⊕ MAST ARM

CALL BEFORE YOU DIG!

BEFORE YOU DIG ANYWHERE IN PENNSYLVANIA
CALL 1-800-242-1776
PA ACT 287 OF 1974 REQUIRES THREE
WORKING DAYS NOTICE TO UTILITIES
BEFORE YOU EXCAVATE, DRILL OR BLAST
PENNSYLVANIA ONE CALL SYSTEM INC.

AMERICANS WITH DISABILITIES ACT OF 1990
ADA

THIS PERMIT OR PLAN HAS NOT BEEN REVIEWED TO DETERMINE ITS COMPLIANCE WITH TITLE III OF THE AMERICANS WITH DISABILITIES ACT OF 1990 (ADA) WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF DISABILITY IN PUBLIC ACCOMMODATIONS AND COMMERCIAL FACILITIES.

CERTIFICATION

The signed states this plan was prepared using information obtained in deeds and maps of record and from found survey monumentation and to the best of the professional knowledge and belief the property lines are true and correct as shown.

REVISION DATE:	REVISION:	BY:
<p>MAP OF SURVEY OF LANDS OF LUZERNE COUNTY TRANSPORTATION AUTHORITY WILKES-BARRE CITY, LUZERNE COUNTY, PA.</p>		<p>DATE OF SURVEY: OCTOBER 2019 DEED BOOK 3004 PG. 11104</p>
DRAWN BY: 7	DATE: 10/22/2019	NOTES:
CHECKED BY: 1	DRAWING NO.: CTA-1	Surveyor made no investigation or independent search for easements or record, encumbrances, restrictions or any other title facts that on accurate and current title search may disclose.
JOB NO.: 001	SHEET 1 OF 1	
<p>B & D TECHNOLOGY, L.L.C. 230 HARRIS HILL ROAD SHAVERTOWN, PA. 18708 PHONE: 570-287-0392 email: solleb60@aol.com</p>		<p>Howard A. Belles, P.L.S. SU028628</p>

ATTACHMENT #4 (1 of 2) (Ariel View)





Murray Complex Fencing Project

ATTACHMENT #4 (2 of 2) (Airel View Property/Fence Line)



Imagery ©2019 Google, Imagery ©2019 Maxar Technologies, PA Department of Conservation and Natural Resources-PAMAP/USGS, Map data ©2019 50 ft

Measure distance

Total area: 584,398.48 ft² (54,292.40 m²)

Total distance: 3,978.07 ft (1.21 km)