

# **INVITATION FOR BID**

## **SPECIFICATIONS AND BID DOCUMENTS**

**FOR**

**OPALANIE PARK**

**WEST VINCENT TOWNSHIP  
CHESTER COUNTY, PENNSYLVANIA**

### **PREPARED BY:**

**LTL Consultants, Ltd.  
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**BIDS DUE BY MONDAY, JUNE 23, 2025 at 11:00 AM**

**# 0272-2205**

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**ISSUE FOR BID 05/09/2025**

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Additional Documents Available on the PennBid Website (<https://pennbid.bonfirehub.com>)

- Prevailing Wage Determination (10 pages)
- Bid Proposal Documents
  - Proposal
  - Statement of Bidder's Qualifications
  - Anti-Collusion Affidavit
  - Bid Bond
  - Public Works Employment Verification Form
  - DCNR Nondiscrimination / Sexual Harassment Clause (2 pages)
- Contract Award Documents
  - Agreement
  - Performance Bond
  - Payment Bond
  - Affidavit Re: Accepting Provisions of the Worker's Compensation Act
  - Certificate of Insurance
  - Maintenance Bond
- Construction Drawings (33 Sheets)
- Technical Bulletin – Trail Surface Aggregate (TSA), dated 10/2013

## NOTICE TO BIDDERS

Online SEALED PROPOSALS for OPALANIE PARK will be received by WEST VINCENT TOWNSHIP of CHESTER COUNTY via the PennBid Program until MONDAY, JUNE 23, 2025 at 11:00 AM at which time the proposals will be opened electronically. After bids are opened, a public notice will be issued via PennBid containing any available bid results. The Board of Supervisors will consider the proposals and tentatively award at their regularly scheduled meeting held on MONDAY, JULY 7, 2025 at 7:00 PM.

The scope of this project includes construction of a gazebo, pedestrian walkway, internal loop trail, parking area and stormwater management measures; installation of play equipment, ADA access, landscaping, project sign and other related site improvements.

The successful bidder will be required to pay the *PennBid Program* fee of 1/3% of the contract value award. There is a minimum award fee of \$150.00 and a maximum of \$6,000.00.

Bid documents can be obtained online via the PennBid Program at <https://pennbid.bonfirehub.com>.

A Pre-Bid conference will be held on TUESDAY, JUNE 3, 2025 at 10:00 AM on-site. Attendance at the pre-bid meeting is mandatory.

Proposals shall be accompanied by a Bid Bond in the amount of ten percent (10%). Proposals shall be effective for 90 days from the date of opening. The successful low bidder will be required to provide a Performance Bond equal to one hundred percent (100%), a Labor and Material Payment Bond equal to one hundred percent (100%), a worker's compensation affidavit, and a certificate of insurance naming WEST VINCENT TOWNSHIP and LTL Consultants, Ltd. as additional insureds, all within 20 days after the contract is awarded. A Maintenance Bond equal to fifteen percent (15%) of contract price and extending for a period of 18 months after substantial completion is required.

WEST VINCENT TOWNSHIP reserves the right to waive any non-material defects or irregularities in the bid, and to reject any or all bids or portions thereof. WEST VINCENT TOWNSHIP, in accordance with Title VI of the U.S. Civil Rights Act of 1964 and Parts 21 and 23 of 49 C.F.R., notifies all bidders that it will affirmatively ensure that MBE/WBE will be afforded full opportunity to submit bids in response to this invitation and that no person will be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

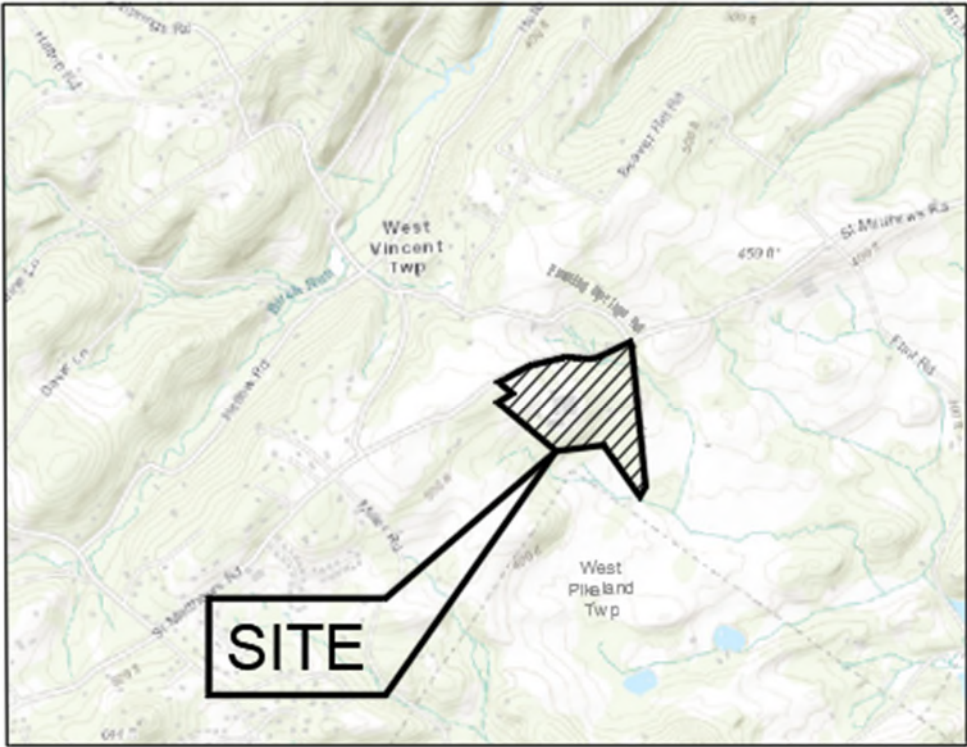
Project is to be substantially completed by FRIDAY, DECEMBER 19, 2025. Liquidated damages apply at the rate of \$400.00 per calendar day.

Proposals must include the Public Works Employment Verification Form completed by the Bidder.

Notice is hereby given to bidders that this project is subject to the provisions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442, P.L. 987), as amended.

WEST VINCENT TOWNSHIP  
Tommy Ryan  
Township Manager

**LOCATION MAP**



**USGS TOPO MAP**  
SCALE: 1" = 1500'

**Project Location**  
**OPALANIE PARK**  
**WEST VINCENT TOWNSHIP, CHESTER COUNTY, PA**

# INSTRUCTIONS TO BIDDERS

## 1. RECEIPT AND OPENING OF BIDS

- 1.1 The bid shall be completed on the PennBid Program website.
- 1.2 WEST VINCENT TOWNSHIP, CHESTER COUNTY, Pennsylvania (“Owner”) may consider informal any bid not prepared and submitted in accordance with the provisions set forth herein. The Owner reserves the right to waive any non-material defects or irregularities in the bid, and to reject any or all bids or portions thereof. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified for the opening of bids shall not be considered.

## 2. PREPARATION OF BID

- 2.1 Each bid shall be submitted via the PennBid Program website at <https://pennbid.bonfirehub.com>. All supporting documents shall be submitted electronically via the website.

## 3. PROPOSALS

- 3.1 Before submitting a proposal, each Bidder shall make a careful study of the specifications and drawings and fully assure itself as to the quality of the materials and the character of workmanship required. The Bidder shall carefully consider and visit the site where the work for the Project as set forth in the Contract Documents (“Work”) shall be performed and materials delivered, and should such Bidder’s proposal be accepted, such Bidder shall be responsible for any misunderstanding or error, whether it results from such Bidder’s failure to do so or not.
- 3.2 The proposal for the Work shall cover all contingencies, including but not limited to labor, materials, equipment, tools, transportation, etc., necessary for the complete installation of everything described, shown or reasonably implied herein and to provide for a complete installation in every way.
- 3.3 Mobilization, demobilization, supervision, layout, traffic control, dust control, concrete "washes", crushed stone, asphalt, connections and all other miscellaneous items incidental to the Work and which are not specifically listed in the "Schedule of Prices" shall be understood to have been included in the various prices listed in the "Schedule of Prices" and shall not be the basis for claims for additional compensation.
- 3.4 Quantities of the various kinds of Work to be done and materials to be furnished, as stated in the Contract Documents, are approximate. The quantity of materials actually to be furnished may be varied to suit the requirements of the Work and the statement of approximate quantities in the Contract Documents shall in no way relieve the Bidder from ascertaining independently and on its own account the amount and labor to be furnished.
- 3.5 Increases or decreases in the quantities for unit prices shall be regarded neither as sufficient grounds for an increase nor decrease in the unit prices bid, nor for claims for anticipated profits, nor for loss of profits, nor for other damages, nor for the extension

of time allowed for completion of the Work.

- 3.6 The right is reserved to furnish any detailed drawings that in the judgment of the Owner's Engineer ("Engineer") may be necessary, and such drawings shall form a part of the Contract.
- 3.7 Supervision: The successful Bidder ("Contractor"), as part of the Work, shall personally supervise the Work and carefully study and compare all drawings, specifications and other information given to him by the Engineer as to figures, materials and method of construction and shall immediately report to the Engineer for rectification of any error, inconsistency or omission therein which he shall discover.

#### 4. OBLIGATION OF BIDDER

- 4.1 Upon receipt of the bids, each Bidder shall be presumed to have inspected the Work site and read and be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation with respect to such Bidder's bid.
- 4.2 A pre-bid meeting will be held as listed in the Notice to Bidders. Attendance at the pre-bid meeting is mandatory. Representatives of the Owner and the Engineer will be present to discuss and view the Project. The Engineer may transmit to all prospective Bidders of record such addenda as the Engineer considers necessary in response to questions arising at the pre-bid meeting.

#### 5. BID SECURITY

- 5.1 Each bid proposal shall be accompanied by a Bid Security in the form of a certified check, money order, cash, or Bid Bond in an amount equal to not less than ten percent (10%) of the total amount of the bid. The amount of the Bid Security is the measure of liquidated damages that the Owner will sustain by the Bidder's failure to execute the proper agreements and bonds, and upon a default by the Bidder, the Bid Security shall become the property of the Owner.

#### 6. ADDENDA AND INTERPRETATIONS

- 6.1 If any Bidder fails to fully understand any clause or requirement set forth in the Contract Documents, such Bidder shall make inquiry to the Engineer for an interpretation in advance of the submission of the bid. In addition, each Bidder shall promptly notify the Engineer of any ambiguity, inconsistency or error that it may discover upon examination of the Contract Documents, the site or local conditions.
- 6.2 Every request for such interpretation shall be in writing via the PennBid Program and to be given consideration shall be received by JUNE 13, 2025 at 11:00 AM. Any such interpretation and supplemental instructions shall be issued in the form of written addenda and posted on the PennBid Program website. Bidders must acknowledge any addenda issued with their bid submission.
- 6.3 Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under such Bidder's bid as submitted.

- 6.4 Each Addendum shall become a part of the Contract Documents and shall take precedence over the terms of the original Contract Documents that are modified by the Addenda. Subsequent Addenda shall take precedence over previously issued Addenda.
- 6.5 In the interest of brevity, the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an”, but the fact that a modifier or an article is absent from one (1) statement and appears in another is not intended to affect the interpretation of either statement.

## 7. QUALIFICATIONS OF BIDDERS

- 7.1 The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract and to complete the Work contemplated therein. Conditional bids shall not be accepted.

## 8. METHOD OF AWARD - LOWEST QUALIFIED BIDDER

- 8.1 Lowest Bidder will be determined by taking the lowest total of all the Base Bid items plus any combination of Add Items the Township chooses to include. All bidders shall bid on the Base Bid. All bidders shall bid on each Add Item so that Owner may evaluate if an Add Item will or will not be included in the final project scope.
- 8.2 Bids will be awarded to the lowest responsible bidder as determined in 8.1. OWNER reserves the right to reject any and all Bids, including without limitation, the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids and to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an Award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financing ability or fails to meet any other pertinent standard or criteria established by OWNER.
- 8.3 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of Bids and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and/or other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.

## 9. SECURITY FOR FAITHFUL PERFORMANCE

- 9.1 Simultaneously with its delivery of the executed Contract, the Contractor shall furnish surety bonds in an amount equal to one hundred percent (100%) of the Contract as security for the faithful performance of the Contract and the payment of all persons performing labor on the Project under the Contract.

## 10. SUB-CONTRACT

- 10.1 The Contractor shall provide a list of all sub-contractors intending to work on the Project and designate the specific work to be performed by each. The Contractor shall

notify the Engineer in writing of each change to the list of sub-contractors after the Contract is awarded.

- 10.2 The Contractor, in sub-letting any part of the Contract, shall bind each sub-contractor to the terms of the Contract Documents.

## 11. LAWS AND REGULATIONS

- 11.1 All applicable laws, statutes, ordinances, codes, rules, regulations, orders and decrees of all governmental bodies, agencies, bureaus and authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they are deemed to be included in the Contract and binding upon Contractor as if more fully set forth therein.

## 12. DATE OF COMPLETION

- 12.1 Failure to complete the Work on or before the specified completion date without the granting of a written extension by the Owner, which extension shall not be unreasonably withheld, may, at the sole discretion of the Owner, result in an assessment of liquidated damages of Four Hundred Dollars (\$400.00) for each calendar day that expires after the time specified for Substantial Completion until the Work is substantially complete (see definition of Substantial Completion below).
- 12.2 The Owner reserves the right to declare a default if the Contractor fails to complete the Work on or before the specified completion date and to use the performance security to complete the Work.

## 13. SUBSTITUTIONS

- 13.1 No change in the character or make of materials herein shall be permitted at the time the proposals are received. Bidders desiring any such change shall make written application to the Engineer at least five (5) calendar days prior to the time of the closing of bids. If such changes are approved by the Engineer, each Contractor bidding on the Work will be notified as set forth in Section 6 herein.

## 14. RIGHTS RESERVED

- 14.1 The Owner reserves the right to waive any non-material defects or irregularities in each bid, and to reject any or all bids, or portions thereof, or to award the Project in the best interests of the Owner.
- 14.2 The Owner reserves the right to increase or decrease the amount of Work to be performed under the Contract at the same unit prices.
- 14.3 The Owner reserves the right to consider alternate materials or processes.

## 15. QUALITY OF MATERIALS AND LABOR

- 15.1 The Project shall be constructed in accordance with the Specifications set forth herein, the requirements of PennDOT Publication 408, latest edition, and, in addition, Standard Special Provisions, as published by PennDOT. The specifications must be strictly



adhered to during the entire period of the Contract.

- 15.2 All Work shall be performed to the satisfaction of the Engineer, whose decision concerning the requirements of the drawings, specifications and Contract in executing the Work shall be final and binding on the Contractor.

#### 16. WARRANTY

- 16.1 The Contractor shall guarantee all materials and workmanship for a period of eighteen (18) months from the date of final acceptance by the Owner and the Engineer. The Contractor shall, within seven (7) calendar days of written or verbal notice by the Owner or the Engineer, at no charge to the Owner, rectify all defects occurring within said eighteen (18) month period.

#### 17. PUBLIC WORKS EMPLOYMENT VERIFICATION ACT COMPLIANCE

- 17.1 The successful bidder shall comply with any and all requirements of the Public Works Employment Verification Act through utilization of the Federal E-Verify Program.

# SUMMARY OF PROJECT

**Project Type:** Municipal

**Posted:** 5/8/2025

**Federal Project Status:** Local Oversight Non-NHS

**State Type of Work:** The scope of this project includes construction of a gazebo, pedestrian walkway, internal loop trail, parking area and stormwater management measures; installation of play equipment, ADA access, landscaping, project sign and other related site improvements.

**Penn DOT Prequalification Required:** No

**Pre-Bid Meeting:** TUESDAY, JUNE 3, 2025 at 10:00 AM on-site. Attendance at the pre-bid meeting is mandatory.

**Bids Due:** MONDAY, JUNE 23, 2025 at 11:00 AM

**Project Award:** MONDAY, JULY 7, 2025 at 7:00 PM

**Estimated Project Cost:** \$1,000,000

**Anticipated Notice To Proceed:** MONDAY, JULY 21, 2025

**Substantial Completion:** FRIDAY, DECEMBER 19, 2025

**DBE:** None

**Wage Rates:** Yes

## SCOPE OF WORK

### I. GENERAL

The Work to be performed by the Contractor shall consist of furnishing all labor, tools, supplies, materials, transportation, services, superintendence and all other items necessary and/or required for a complete in-place installation of all the items specified herein. All workmanship and materials shall conform to PennDOT Publication 408, Publication 72M, Publication 219M, Specifications, and all other documents specified on the design drawings.

### II. SCOPE OF WORK

The scope of this project includes construction of a gazebo, pedestrian walkway, internal loop trail, parking area and stormwater management measures; installation of play equipment, ADA access, landscaping, project sign and other related site improvements.

# GENERAL CONDITIONS

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1. DEFINITIONS

- 1.1 Where the word CONTRACTOR is used in these Specifications it shall be understood to mean the successful bidder or bidders to whom the Work is awarded.
- 1.2 Where the word OWNER is used in these Specifications it shall be understood to mean the duly authorized representative of the Municipality (WEST VINCENT TOWNSHIP, CHESTER COUNTY, Pennsylvania) in which the work is to take place.
- 1.3 Where the word ENGINEER is used in these Specifications it shall be understood to mean LTL Consultants, Ltd.
- 1.4 The CONTRACT DOCUMENTS consist of the Advertisement, Instructions to Bidders, Form of Proposal, General and Special Conditions, Construction Specifications, Form of Agreement, Form of Bond, List of Contract Drawings, Standard Details and the Plans, and all other documents as described in Section B - Instruction to Bidders. The terms "Contract" and "Contract Document" may be used interchangeably and are identical in meaning unless the clear context in which the term is used indicates differently.
- 1.5 A SUBCONTRACTOR is an individual, group, partnership, corporation or other entity having a direct contract with the Contractor to furnish a special service, labor or material towards the completion for the Contractors contract.
- 1.6 A CONSTRUCTION OBSERVER is an authorized representative of the Engineer and/or Owner assigned to observe the Work performed and the materials supplied by the Contractor as to compliance with the Contract Documents.
- 1.7 The term WORK, as used herein, includes all labor and/or materials, equipment, supplies, tools, scaffolding, transportation, superintendent and inspection and all other facilities necessary for the Contractor to complete the Contract.
- 1.8 The term APPROVED, as used herein, shall be held to mean as approved by the Engineer.
- 1.9 The term SUBSTANTIAL COMPLETION, as used herein, shall be held to mean construction that is sufficiently completed in accordance with the Contract Documents and certified by the Engineer of the Owner, as modified by change orders agreed to by the parties, so that the Project can be used, occupied and/or operated for its intended use. In no event shall the Project be certified as substantially complete until at least ninety percent (90%) of the Work on the Project is completed.
- 1.10 NOTICE shall be deemed to have been duly served if written and delivered in person to the individual, or to a member of the entity, or to an officer of the entity for whom it is intended, or if delivered at or sent by United States registered or certified mail, return receipt requested, postage prepaid, to the last business address known to the person who gives notice.
- 1.11 PROJECT shall mean the total undertaking authorized by the Owner, of which the Work is a part.

2. OTHER CONTRACTS

The Owner may award, or may have awarded, other contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling the Work that

shall be performed under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor as scheduled.

3. SUB-CONTRACTS

No part of the Contract shall be sublet without the prior written approval of the Owner and setting forth the requirements to be met.

4. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts or neglect on the part of the Contractor, any other contractor, or any Subcontractor, shall suffer loss or damage on the Work, the Contractor shall settle with such other contractor or Subcontractor by agreement or arbitration, if such other contractor or Subcontractor will so settle. If such other contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall defend at the Contractor's own expense any suit based upon such claim and, if any judgment or claim against the Owner shall be allowed, the Contractor shall promptly pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

5. FITTING AND COORDINATION OF WORK

The Contractor shall be responsible for the proper fitting of all Work and for the coordination of the operations of all trades, Subcontractors and material men engaged upon this Contract. The Bidder shall be prepared to guarantee to each of its Subcontractors the locations and measurements that they may require for the fitting of their Work to all surrounding Work. The Contractor must inform the Owner and the Owner's Representative one (1) week in advance of any Work to be performed.

6. SUPERINTENDENCE BY CONTRACTOR

At all times during which Work is being performed under or affecting this Contract, the Contractor shall keep a competent superintendent acceptable to the Engineer constantly on the site from the commencement of the Work under this Contract until the completion thereof. The superintendent shall be constantly in touch with the Work and in all interlocking contracts affected thereby. The superintendent shall, in the absence of the Contractor, see that the instructions of the Engineer are carried out and all directions given such superintendent shall be as binding as if given to the Contractor.

7. PERMITS, LICENSES AND TAXES

The Contractor shall give all notices required by and comply with all applicable laws, statutes, ordinances, codes, rules, regulations, orders and decrees of all governmental bodies, agencies, bureaus and authorities having jurisdiction ("Applicable Laws"), and all construction work and/or utility installations shall comply with all Applicable Laws, including all written waivers.

Before performing any Work, the Contractor shall examine the Contract Documents, including the Drawing and Detail Specifications for compliance with Applicable Laws and shall immediately report any discrepancy to the Owner. Where the requirements of the Drawings and Detail Specifications fail to comply with such Applicable Laws, the Owner

shall adjust the Contract by Change Order if deemed to be in the best interests of the Owner to do so, to conform to such Applicable Laws (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility or perform any of the Work varying with any Applicable Law, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Detail Specifications) the Contractor shall remove such Work without cost to the Owner.

Except as otherwise provided herein, the Contractor shall at its sole cost and expense, secure and pay to the appropriate department or agency of the State or Local Government the fees and/or charges for all permits required by the local regulatory body or any of its agencies.

The Contractor shall obtain permits for the opening and/or occupation of TOWNSHIP roads. The Owner shall obtain State Highway Occupancy permits. However, all inspection fees and/or all other charges shall be borne by the Contractor, whether the same is billed directly to it or to the Owner. Should Contractor fail to timely pay any such bill, the Owner shall be empowered to pay such bill and the cost thereof shall be deducted from any monies due or to become due to the Contractor.

Whenever the Project requires sales, consumer's use, or other similar tax, the Contractor shall pay for the same.

## 8. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein; and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

The following list of statutes, which may be applicable in whole or in part, is provided for the benefit of the Contractor and is not meant to be all-inclusive. In the event other statutes are applicable, it shall be the sole responsibility and obligation of the Contractor to ascertain and comply with the statutes as set forth above.

### 8.1 Pennsylvania Statutes

- A. Prevailing Wage Act - 43 Purdon Statutes, Section 165-1, et seq.
- B. Steel Products Procurement Act, 73 Purdon Statutes, Section 1881, et seq.
- C. Trade Practices Act, 71 Purdon Statutes, Section 773.101, et seq.
- D. Public Works Contractors Bond, 8 Purdon Statutes, Section 191, et seq., to the extent not repealed.
- E. Pennsylvania Human Relations Act, 43 Purdon Statutes, Section 951, et seq.
- F. Environmental Impact Statement, 62 Purdon Consolidated Statutes, Section 3301, et seq.
- G. Award and Execution of Public Contracts, 62 Purdon Consolidated Statutes
- H. Reciprocal Limitations Act, 62 Purdon Consolidated Statutes, Section 107
- I. Public Contracts - Withdrawal of Bids, 73 Purdon Statutes, Section 1601-1608
- J. Pennsylvania Antitid-Rigging Act, 62 Purdon Statutes, Section 4501, et seq.

- K. Pennsylvania Workmen's Compensation Act, 77 Purdon Statutes, Section 1, et seq.
- L. Pennsylvania Second Class Township Code
- M. Pennsylvania Public Works Employment Verification Act
- N. Pennsylvania Act 287, as amended by Act 181 of 2006 (811 Call before you dig!)

## 8.2 Federal Statutes

- A. Immigration Control and Reform Act (1986) - 8 U.S.C.A. Section 1324(a), et seq.
- B. Civil Rights Act of 1964 Act - 42 U.S.C.A. Section 1971, et seq.
- C. The Americans with Disabilities Act of 1990, as amended
- D. Federal Occupational Health and Safety Act of 1970 (OSHA)
- E. Architectural Barriers Act of 1968 and Section 504 of the Rehabilitation Act of 1973; PA Act 235 of 1965, as amended, Universal Accessibility Act, and Americans with Disabilities Act of 1990, as amended

## 9. PROTECTION OF WORK AND PROPERTY

The Contractor shall provide adequate safeguard and protection against injury or loss arising in connection with this Contract for all Work and the property of the Owner. The Contractor shall be solely liable for all such damage, injury and/or loss, except such as may be due directly to errors in the Drawings or Specifications or caused by agents or employees of the Owner. The Contractor shall adequately protect all adjacent properties as provided by law and the Specifications and Drawings. The Contractor shall provide facilities for protection required by public authority or local conditions as passageways, guard fences, lights, etc.

The Contractor shall preserve and protect all trees, shrubs, grass and other vegetation on or adjacent to the site which do not reasonably interfere with the Work, as may be determined by the Engineer, and the Contractor shall be responsible for all unauthorized cutting or damaging of trees, shrubs and other vegetation, including but not limited to damage due to operation of equipment, stockpiling of materials and/or tracking of grass areas by equipment. The Contractor shall remove only those trees, shrubs and vegetation specifically designated by the Engineer to be removed.

## 10. TEMPORARY PROVISION FOR PUBLIC TRAVEL

The Contractor shall perform all Work in such a manner so as to interfere as little as possible interference with the use of intersecting roads and adjoining properties. No excavation shall be left open nor other obstruction shall be allowed to remain longer than is absolutely necessary; and the Contractor shall provide all safeguards and temporary passageways that may be necessary for the convenience and protection of all persons using said properties, either day or night.

## 11. SHOP DRAWINGS AND MATERIALS CERTIFICATION

The Contractor shall check and verify all field measurements and shall submit, with such promptness as to cause no delay in the Work or in the work of any other Contractor, six (6) copies, checked and approved, of all shop and/or setting drawings and schedules required for the Work of the various trades. The Engineer shall check and approve, with reasonable promptness, such schedules and drawings only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The Contractor shall make all corrections required by the Engineer, file with the Engineer two (2) copies and furnish such other copies as may be necessary or required. The Engineer's

approval of such drawings and/or schedules shall not relieve the Contractor from responsibility for deviations from Drawings and/or Specifications, unless the Contractor has notified the Engineer in writing of such deviations at the time of submission, and secured the Engineer's written approval, nor shall the Engineer's approval relieve the Contractor from responsibility for errors in shop drawings or schedules.

12. TERMINATION; DELAYS; LIQUIDATED DAMAGES

If the Contractor refuses or fails to execute the Work with such diligence as will ensure its completion within the time specified in the Contract Documents, or as modified as provided in the Contract Documents, the Owner, by written notice to the Contractor, may terminate the Contractor's right to proceed with the Work. Upon such termination, the Owner may take over the Work and execute the same to completion by contract or otherwise, and the Contractor and the Contractor's sureties shall be liable to the Owner for all additional costs incurred by the Owner and for liquidated damages for any delay in the completion of the Work, as provided below. If the Contractor's right to proceed is so terminated, the Owner may and take possession of and utilize in completing the Work any materials, tools, equipment, supplies, scaffolding and plant as may be on the site of the Work and necessary therefor. In such case, the Contractor will not be entitled to receive any further payment until the Work shall be wholly completed to the satisfaction of Owner and accepted by Owner, at which time, if the unpaid balance, if any, of the Contract Price at the time of termination exceeds the costs and expenses incurred in completing the Work, such excess shall be paid to Contractor, but if such costs and expenses exceed such unpaid balance, the Contractor shall pay the difference to the Owner. Such costs and expenses shall include but not be limited to all costs of completing the Work to the satisfaction of the Owner, of performing and furnishing all labor, services, materials, equipment and other items required thereof, and all losses, damages, costs and expenses, whether direct or consequential, including, without limitation, legal fees and disbursements, sustained or incurred, or suffered to be sustained or incurred, by the Owner by reason of or resulting from the Contractor's refusal or failure to timely prosecute the Work.

If the Work is not completed within the time stipulated, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Owner liquidated damages for each calendar day of delay, as set forth in the Form of Agreement, and the Contractor and his sureties shall be liable to the Owner for the amount thereof.

The right of the Contractor to proceed shall not be terminated, nor shall the Contractor be charged with liquidated damages, for any delays in the completion of the Work due:

- A. To any acts of any governmental agency, including any control or restriction upon, or requisitioning of materials, equipment, tools or labor by reason of, war, national defense or any other national emergency;
- B. To causes not reasonably foreseeable by the parties to the Contract at the time of the execution of the Contract and which are beyond the control of and without the fault or negligence of the Contractor, including, but not limited to, acts of God or of the public enemy, acts of another contractor in the performance of some other contract with the Owner (except to the extent Contractor has failed to coordinate the Work with the other contractor in accordance with the Contract), fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity, such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
- C. To any delay of any Subcontractor occasioned by any of the causes specified in Subsections A. and B. above.



Notwithstanding anything to the contrary, the Contractor shall promptly provide the Owner with written notice of the cause of the delay within ten (10) days of the commencement of any such delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of the Contract, the delay is properly excusable, the Owner shall extend the time of completing the Work for a period of time commensurate with the period of excusable delay.

Should the completion of the Work be delayed beyond the time herein specified for completion for any reason other than the willful act or gross negligence of the Owner, or an extension of time approved by the Owner, the Contractor shall pay the Owner the actual engineering expenses incurred by the Owner as a result of such delay and the Owner may deduct such engineering costs from any payments due or to become due to the Contractor.

13. INCONSISTENT SPECIFICATIONS AND DRAWINGS

Any item set forth in the Detail Specifications and not shown on the Drawings, or shown on the Drawings and not set forth in the Detail Specifications, shall be of like effect as if shown on or set forth in both. In case of any difference between the Drawings and the Detail Specifications, the better quality or greater quantity of Work or materials and the more stringent requirements shall be included in the Contract, and unless otherwise ordered in writing, shall be performed or furnished.

14. USE OF PREMISES

The Contractor shall confine, and cause to be confined, all equipment, storage of materials, construction operations and other aspects of the Work to the public right-of-way, or as may be directed by the Owner, and shall not unreasonably encumber, or permit encumbrance of, the site or public rights-of-way with such materials and construction equipment. Construction easements on adjoining properties are for construction operations only. The Contractor may, at the Contractor's sole expense and liability, enter into separate agreements with private property owners for equipment, storage of materials, construction operations and all other aspects of the Work.

Temporary Contractors' field offices, sheds, and trailers shall be neat appearing and equipped as required for his use and maintenance of job records. Contractor shall be responsible to provide temporary power and other utilities as required and shall acquire any associated permits. All field offices shall be located in an area approved by Engineer and Owner.

The Contractor shall comply with all reasonable instructions of the Owner and all Applicable Laws regarding signs, advertising, traffic, fires, explosives, danger signals and barricades.

15. POSSESSION PRIOR TO COMPLETION

The Owner shall have the right to take possession of or use any completed or partially completed part of the Work, but such possession or use shall not be deemed an acceptance of any Work not completed in accordance with the Contract.

16. CHANGES IN THE WORK

The Owner may make changes in the scope of the Work required to be performed by the Contractor under the Contract or make additions thereto, or omit Work therefrom, without invalidating the Contract, without relieving or releasing the Contractor from any of its obligations under the Contract or any guarantee given by the Contractor pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such Work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

Except for the purpose of affording protection against endangering life or property, the Contractor shall make no changes in the materials used or in the specified manner of constructing and/or installing the improvements or supplying additional labor, services or materials beyond that actually required for the execution of the Contract, unless the Owner approves such change and issues a written order authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price shall be valid unless approved and issued by the Owner.

Where applicable, when unit prices are contained in the Proposal for such requested change, the Owner may order the Contractor to proceed with desired changes in the Work. The value of such changes shall be determined by the measured quantities involved and the applicable unit prices specified in the Contract. The Owner shall, before ordering the Contractor to proceed with the desired change(s), request an itemized proposal from the Contractor covering the work involved in the change, following which the procedure shall be as follows:

- If the proposal is acceptable, the Owner shall prepare the change order in accordance therewith for acceptance by the Contractor and;
- If the proposal is not acceptable, and prompt agreement between the two parties cannot be reached, the Owner may, in its sole discretion, order the Contractor to proceed with the work on a COST OF WORK basis.

Payment under COST OF WORK shall be for the actual and necessary direct cost of the work in accordance with the orders of the Engineer and, in addition thereto, the percentage of such cost as hereinafter set forth. "Actual and necessary direct cost" shall be deemed to include the following:

1. The actual expenditure for labor for the time actually engaged in the Work, including the distributed cost of the foreman in direct charge of such labor, and insurance, taxes and other payments applicable to such labor.
2. The actual expenditure for materials actually used or incorporated in the Work.
3. A reasonable hourly, weekly or monthly rental, as applicable, as determined by the Engineer, for use of motor trucks and special equipment such as power-operated shovels, cranes, drills, paving breakers, etc. (but not including small hand tools), at a rate not to exceed the current local rate charged for the type of equipment used, for the time that such equipment is required on the Work for the performance of COST OF WORK EXCLUSIVELY. The rental price shall be for the equipment provided on the Work and shall include transportation to and from the Work, fuel, power, lubricants, operating tools, repairs, depreciation, and replacements.

To the actual and necessary direct cost of the Work done under COST OF WORK as set forth above, fifteen percent (15%) may be added to the expenditure for labor as set forth in Subsection 1. above, and ten percent (10%) may be added to the expenditure for materials. No additions shall be allowed to the rental of trucks and special equipment. These percentages, and the rental price for equipment furnished, shall be deemed to cover the cost of heat, light, use and upkeep of small hand tools, administration, engineering, superintendence and all loss, damage, risk, and expenses incidental to the Work and profit.

The Contractor shall have no claim in excess of the above, such payments being in full compensation for the performance of such Work, the furnishing of such materials and all expenses in connection therewith and incidental thereto.

Should the Contractor sublet any portion of the Work to be executed under COST OF WORK, payment for that portion shall be computed as the actual and necessary direct cost as defined above, exclusive of any profit to the Subcontractor, plus the percentages allowed, plus five percent (5%) of the total paid to the Subcontractor.

The Contractor shall submit daily a statement, in duplicate, of Work done on a COST OF WORK basis within twenty-four (24) hours of the time the Work is done, and representatives of the Engineer and the Contractor shall make daily comparison of the time and rates of labor, material used, etc., as provided therein. After correction, if necessary, this comparison shall be signed by both the Engineer and the Contractor and filed with the Engineer and the Contractor. The Contractor shall submit to the Engineer monthly, prior to each current estimate, four (4) copies of an itemized statement of the amount and value of labor and materials furnished, accompanied by the original receipted bills for commodities purchased or for Work performed under a Subcontract, and by an affidavit certifying the correctness of said statement. The Engineer shall have access to any books, vouchers, records and memoranda showing the labor employed and the materials actually used on the specific operation and the actual net cost thereof.

17. CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by Drawing or otherwise involve any extra cost or extension of time, the Contractor shall, within ten (10) days after the receipt of such instructions, and in any event before commencement of such Work, submit the Contractor's written protest thereto to the Owner, stating clearly and in detail the basis of the Contractor's objections. No such claim shall be considered unless so made.

Any discrepancies, which may be discovered between actual conditions and those represented by the Drawings and maps, shall immediately be reported to the Owner, and Work shall not proceed, except at the Contractor's sole risk and expense, until written instructions have been received by the Contractor from the Owner.

If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall then be as provided herein.

18. DISPUTES

All disputes arising under the Contract or its interpretation, whether involving law or fact, or both, or extra work, and all claims for alleged breach of contract shall, within (10) days of commencement of such dispute, be presented by the Contractor to the Owner for decision. All documentation pertaining to any such claim shall be filed in quadruplicate. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the Work as directed. Any claim not presented within the time period specified in this Section shall be deemed waived, except that if such claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim shall be considered only for a period commencing ten (10) days prior to the receipt by the Owner of notice thereof.

The Contractor shall submit in detail its claim and its proof thereof. Each decision by the governing body of the Owner shall be in writing and shall be mailed to the Contractor by United States registered or certified mail, return receipt requested, postage prepaid.

If the Contractor does not agree with any decision of the Owner, the Contractor shall in no case allow the dispute to delay the Work, but shall notify the Owner promptly that the Contractor is proceeding with the Work under protest and the Contractor may then except the matter in question from the final release, but in no event shall the Owner be bound in any manner to do anything or take any action by the Contractor's exception.

19. MATERIALS AND WORKMANSHIP

Unless otherwise specifically provided for in the Detail Specifications, all workmanship, equipment, materials and other items incorporated in the Work shall be new and the best grade of the respective kinds for their purpose. Where equipment, materials, other items or workmanship are referred to in the Detail Specifications as "Equal To" any particular standard, the Engineer in its sole discretion shall decide the question of equality.

The Contractor shall furnish to the ENGINEER for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which the Contractor contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as may be required, and shall likewise submit for approval as required full information concerning all other materials or articles which the Contractor proposes to incorporate in the Work.

Machinery, mechanical and other equipment, materials and/or any other items installed or used without such prior written approval shall be at the risk of subsequent rejections, in which case they shall be replaced by the Contractor at its sole cost and expense.

Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Specification, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof, and any amendment or supplement thereto, in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Detail Specifications, shall have full force and effect as though set forth therein.

The Owner may require the Contractor to dismiss from the Work such employee or employees as the Owner or the Engineer may deem incompetent, careless or insubordinate.

20. SAMPLES, CERTIFICATES AND TESTS

The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the Contract Documents or required by the Engineer; promptly after award of the Contract and acceptance of the Contractor's Bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's sole risk and expense, until the Engineer has approved the required samples or certificates in writing. Any delay in the Work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Contract time.

Each sample submitted by the Contractor shall include a label giving the name of the Contractor, the Project, and the name of the producer. The accompanying certificate and/or letter from the Contractor shall state that the sample complies with Contract requirements,

shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications and other detailed information which may assist the Engineer in promptly determining the acceptability of the sample. It shall also include a statement that all materials and/or equipment, as applicable, furnished for use in the Project will comply with the samples and/or certified statements.

Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer shall cause such check tests to be made as the Engineer deems necessary in each instance, and may reject materials, equipment and/or accessories for cause, even though such materials, equipment and/or accessories may have been given general approval. If materials, equipment and/or accessories that fail to meet check tests have been incorporated in the Work, the Engineer shall have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

21. CHANGES IN EQUIPMENT AND/OR MATERIALS

In the Specifications and on accompanying drawings, there are specified and shown certain pieces of equipment and/or materials which are deemed most suitable for the anticipated service. This is not done to eliminate other equipment and material equally as good and efficient. Contractor shall prepare the Contractor's bid based upon the particular materials and equipment specified. Following award of the Contract, should Contractor desire to use some other make of machinery, equipment or material, the Contractor shall submit to the Engineer a written request for such change, which shall state the advantage to the Owner and the saving or additional costs involved by substitution. Determination as to whether or not such change will be permitted rests solely with the Engineer.

If the requested change results or may result in added engineering costs, the Engineer shall notify the Contractor and the Owner of the magnitude of the same, and the change shall only be processed upon written agreement by the Contractor to pay for the added engineering costs. If the Contractor refuses to pay all such added costs, the Contractor shall supply the equipment and/or materials specified.

22. PATENTS

The Contractor shall hold and save the Owner, its officers, supervisors, employees, agents, representatives, successors and assigns, harmless from liability of any nature or kind including legal costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including but not limited to its use by the Owner, its officers, supervisors, employees, agents and representatives, unless otherwise specifically stipulated in the Detail Specifications.

23. WARRANTY OF TITLE

No material, supplies or equipment for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement, by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good, free and clear title to all materials, supplies, and equipment installed or incorporated in the Work, and upon completion of all Work, the Contractor shall deliver the same, together with all improvements and appurtenances, constructed or placed thereon by or through the

Contractor to the Owner free and clear from any and all claims, liens and charges. Neither the Contractor nor any person, firm, corporation or other entity furnishing any material or labor for any Work covered by the Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this Section, however, shall defeat or impair the right of any person or entity furnishing materials or labor to recover under any bond given by or on behalf of the Contractor for their protection or any rights under any law permitting such person or entity to look to funds due to the Contractor in the hands of the Owner. The provisions of this Section shall be inserted in all subcontracts and material contracts, and notice of its provisions shall be given to all persons furnishing materials for the Work when no formal contract is entered into for such material.

24. THE OWNER'S RIGHT TO DO WORK

If the Contractor should neglect to properly or timely prosecute the Work or fail to perform any provision of the Contract, the Owner, after three (3) days' written notice to the Contractor, may, without prejudice to any other right or remedy the Owner may have, remedy such deficiencies and may deduct the cost thereof from the payments then and/or thereafter due to the Contractor, provided, however, the Engineer shall approve both such action and the amount charged to the Contractor.

25. THE OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged bankrupt, or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or if the Contractor should persistently or repeatedly refuse or fail, except in cases for which an extension of time is approved by the Owner, to supply sufficient properly skilled workmen or proper materials, or if the Contractor should fail to make prompt payment to any Subcontractor or for materials or labor, or persistently disregard any Applicable Law or any instruction of the Engineer, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the certification of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy of the Owner and after giving the Contractor, and the Contractor's surety, if any, seven (7) days' prior written notice, terminate the employment of the Contractor and take possession of the premises and all materials, tools and appliances thereon and complete or cause to be completed the Work by whatever method the Owner may deem expedient or necessary. In such case the Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Sum shall exceed the costs and expenses of completing the Work, including but not limited to compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such costs and expenses shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The costs and expenses incurred by the Owner as herein provided and the damages incurred as a result of the Contractor's default shall be certified by the Engineer.

26. DAMAGES

Should either party to the Contract suffer damages because of any wrongful act or neglect of the other party or of anyone employed by the other party, claim shall be made in writing to the liable party within a reasonable period of time from the first observance of such damage and not later than the final payment, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement or arbitration.

27. ENGINEER'S STATUS

The Engineer shall be the Owner's representative during the construction period. The Engineer shall make periodic visits to the site to familiarize itself generally with the progress and quality of the Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work and shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. During such visits and on the basis of the Engineer's observations while at the site, the Engineer shall keep the Owner informed of the progress of the Work, shall use reasonable efforts to guard the Owner against defects and deficiencies in the Work of Contractor, and may condemn Work as failing to conform to the Contract Documents. The Engineer shall have authority to act on behalf of the Owner only to the extent expressly provided in the Contract Documents or otherwise in writing, which shall be shown to the Contractor. The Engineer shall have authority to reject the Work whenever such rejection may be necessary in the Engineer's reasonable opinion to insure the proper execution of the Contract.

The Engineer shall be, in the first instance, the interpreter of the conditions of the Contract and the judge of its performance.

In case of termination of the employment of the Engineer, the Owner shall appoint a capable and reputable successor Engineer, whose status under the Contract shall be that of the former Engineer.

28. NO ESTOPPEL OR WAIVER OF LEGAL RIGHTS

Neither the Owner nor the Engineer shall be precluded or estopped by any measurement, estimate or certificate made or given by either of them or by any officer, supervisor, agent, representative or employee of the Owner under any provision or revision of the Contract at any time, either before or after the completion and acceptance of the Work and payment thereof, pursuant to any measurement, estimate or certificate which is untrue or incorrectly made, or that the Work or materials, or any part thereof, do not conform to the Contract. The Owner shall have the right to reject the whole or any part of the aforesaid Work or materials should any measurement, estimate, certificate or payment be found or be known to be inconsistent with the terms of the Contract or otherwise improperly given. The Owner shall not be precluded or estopped notwithstanding any such measurement, estimate, certificate or payment in accordance therewith, from demanding and recovering from the Contractor and the Contractor's surety all such damages the Owner may sustain by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by the Engineer, or any officer, supervisor, agent representative or employee of the Owner, nor any certificate by the Engineer for payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by the Owner or the Engineer, nor any extension of time, nor any possession taken by the Owner or any of its officers, supervisors, agents, representatives or employees, shall operate as a waiver of any portion of the Contract or of any power herein reserved by the Owner, or any right to damages herein provided, nor shall any waiver of any breach of Contract be held to be a waiver of any other or subsequent breach.

29. SAFETY AND HEALTH REGULATIONS (OSHA)

The Contractor shall comply with the Department of Labor Safety and Health Regulations

for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54). All work must be in compliance with all State and Federal Occupational Health and Safety Regulations.

The Contractor is required to follow OSHA confined space safety procedures when entering manholes. Required equipment, including air blower, gas detector, tripod with safety line and similar equipment shall be used for all entries, and shall be provided by the Contractor. The Contractor is required to follow all other OSHA requirements including, but not limited to, trench shoring, hard hats, etc.

30. ARBITRATION

Claims, disputes and other matters in question arising out of or relating to this Contract or the breach thereof shall be decided by mutual agreement to arbitration in accordance with the Construction Arbitration Rules of the American Arbitration Association then in effect if both parties agree to submit to arbitration. If both parties agree to submit to arbitration, the award rendered by the arbitrators shall be final and binding, and judgment may be entered upon it in any court having jurisdiction thereof, except in the event of dispute between the Contractor and the Owner over the payment of retainage and final payment on contracts in excess of Fifty Thousand Dollars (\$50,000.00), either party shall have the right of appeal from any decision and award as provided by law.

Written notice of the request for arbitration shall be delivered to the other party to the Contract. Each request for arbitration shall be made within a reasonable period of time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The CONTRACTOR shall carry on the Work and maintain the progress schedule during any arbitration proceeding, unless otherwise agreed by the Contractor and the OWNER in writing.

In the absence of a mutual agreement to settle a dispute, claim or other matter in question by arbitration, the parties agree that jurisdiction of any dispute, claim or other matter in question arising out of the Contract shall reside in the Court of Common Pleas of CHESTER COUNTY, Pennsylvania, submit to the exclusive jurisdiction of said Court of Common Pleas for the purpose of any such suit; and waiver and agree not to assert by way of a motion, as a defense or otherwise in any such suit, any claim that such party is not subject to the jurisdiction of such Court of Common Pleas, that such suit is brought in an inconvenient forum or that the venue of such suit is improper. The Contract Documents shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

31. INDEMNIFICATION

To the maximum extent permitted by law, the Contractor hereby assumes the entire responsibility and liability for any and all damages (direct or consequential) and injury (including but not limited to death), of any kind or nature whatsoever to all persons, whether or not employees of Contractor or any Subcontractor, and to all property and business or businesses, caused by, resulting from, arising out of, or occurring in connection with (i) the Work; (ii) the performance or intended performance of the Work; (iii) the



performance or failure to perform the Contract; or (iv) any occurrence which happens in or about the area where the Work is being performed by the Contractor, either directly or through a Subcontractor, or while any of Contractor's property, equipment or personnel is in or about said area of the Project Work site. Except to the extent, if any, expressly prohibited by law, should any such damage or injury be sustained, suffered or incurred by the Owner or the Owner's officers, supervisors, agents, representative or employees, or should any claim for such damage or injury be made or asserted against the Owner or the Owner's officers, supervisors, agents, representatives or employees, whether or not such claim is based upon the Owner's or the Owner's officers, supervisors, agents, representatives or employees alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of the Owner or the Owner's officers, supervisors, agents, representatives or employees, the Contractor hereby agreed that it will indemnify and hold harmless the Owner and the Engineer and their respective officers, supervisors, agents, representatives and employees, and their respective successors and assigns (herein collectively referred to as "Indemnitees") of, from and against any and all losses, costs, expenses, claims, damages, injuries and liabilities, including without limitation legal fees, disbursements, costs and expenses, that Indemnitees may directly or indirectly sustain, suffer or incur as a result of any such loss, cost, expense, damage, injury, liability or claim; and Contractor agrees to assume, on behalf of any Indemnitee, the defense (with counsel satisfactory to the party indemnified) of any action, claim or other proceeding, at law or in equity, including but not limited to any action, claim or proceeding brought by or on behalf of a state or federal regulatory agency, which may be brought against any Indemnitee upon or by reason of such damage, injury, loss, cost, expense, liability or claim, and to pay on behalf of all Indemnitees the amount of the judgment, decree, award, compromise or order that may be entered against each said Indemnitee in any such action, claim or proceeding.

In any and all claims, actions and/or proceedings against the Owner or the Engineer or any of their officers, supervisors, agents, representatives or employees by the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose agents or representatives any of them may be liable, the indemnification obligations set forth herein shall not be limited in any way by any limitation on the amount or type of damages, awards, compensation and/or benefits payable by or for the Contractor or any Subcontractor under any workmen's compensation act, disability benefit act or any other employee benefit act.

In the event any such claim, loss, cost, expense, liability, damage or injury is sustained, suffered or incurred by, or is made, asserted or threatened against any Indemnitee, the Owner shall, in addition to any and all other rights and remedies, have the right to withhold from any payment due and to become due to Contractor an amount sufficient, in the Owner's sole discretion, to protect and indemnify the Indemnitee(s) from and against any and all such claims, losses, costs, expenses, liabilities, damages and injuries, including but not limited to legal fees and disbursements; or the Owner, in its sole discretion, may require Contractor to furnish a surety bond satisfactory to the Owner guaranteeing such protection, which bond shall be furnished by Contractor within five (5) days after written demand has been made thereof. In the event Contractor and/or one or more Subcontractors are liable in connection with an event or occurrence (or a series of events or occurrences) covered by this indemnification, then Contractor and all such other Subcontractors shall be jointly and severally responsible to the Indemnitee(s), and the ultimate responsibility among such indemnifying Contractor and Subcontractors shall be settled or otherwise determined by separate proceedings and without loss, expense or damage to any Indemnitee.

The obligations of the Contractor shall not extend to the liability of the Engineer, its officers, directors, shareholders, agents, representatives or employees, arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (b) the giving of, or the failure to give, directions or instructions by the Engineer, its officers, directors, shareholders, agents, representatives or employees provided such giving or failure to give is the primary cause of such injury or damage.

Nothing in this Section shall be construed to require any indemnification that would make the indemnification provisions void or unenforceable or to eliminate or reduce any indemnification or rights which any Indemnitee or contractor has by law. In the event any term, paragraph or provision of these indemnification provisions is found void or unenforceable, it shall not thereby invalidate or be construed to invalidate any other term, paragraph or provision contained herein or elsewhere in this Contract, all of which shall remain in full force and effect.

32. CONTRACT SECURITY

Each Contractor shall furnish a surety bond in an amount equal to one hundred percent (100%) of the Contract for faithful PERFORMANCE; a separate surety bond in an amount equal to one hundred percent (100%) of the Contract for the payment of LABOR and MATERIALS; and a separate MAINTENANCE bond in an amount equal to fifteen percent (15%) of the total Contract price. The PERFORMANCE AND LABOR AND MATERIALS bonds shall continue in effect for a period of one (1) year after final payment. The MAINTENANCE bond shall continue in effect for a period of eighteen (18) months after the date of completion, approval and acceptance of the entire Work. Work shall not commence under this Contract until each of the above bonds has been obtained.

All Bonds must be executed by a corporate surety licensed to do business in the Commonwealth of Pennsylvania and satisfactory to the Owner, and each set of bonds executed must include a Power of Attorney and the latest statement of assets and liabilities with an authorized signature from the issuing company. Should any surety upon such bonds become unsatisfactory to the Owner, the Contractor must promptly furnish such additional security as may be required from time to time to protect the interests of the Owner.

Only bonds from companies licensed to do business in the Commonwealth of Pennsylvania will be accepted and the bond shall so state the same.

33. CONTRACTOR'S INSURANCE

A. Contractor shall maintain liability insurance coverage and other necessary insurance coverage to protect itself, the Owner and the Engineer against all claims and/or actions including but not limited to those by Contractor's or any Subcontractor's officers, shareholders, directors, members, partners, employees, representatives or agents, or by any other person or entity. Contractor shall provide to the Owner a certificate(s) of insurance for the coverages listed in Subsection 33.C.1 through 5 below from the firm authorized to issue the same within the Commonwealth of Pennsylvania. Said insurance policy(s) shall remain open and current for the entire term of said Contract. A replacement Certificate must be provided prior to the expiration date of any required policy. Upon request, Contractor agrees to furnish copies of required policies and endorsements. The certificate(s) of insurance shall name the Owner and Engineer as additional insureds on a primary and non-contributory basis on all liability policies.

**FAILURE TO PROVIDE SAID CERTIFICATES OF INSURANCE SHALL BE CONSIDERED GROUNDS TO TERMINATE THE CONTRACT.**

B. Contractor shall maintain liability insurance and all other insurance coverage in full force and effect to protect itself and the Owner against all claims and/or actions including, but not limited to those relating to:

1. Workers' Compensation disability benefit, and other similar employee benefit acts.
2. Bodily injury, occupational sickness or disease, or death of employees.
3. Bodily injury, sickness or disease, or death of any person other than any of Contractor's employees; and,
4. Damages because of damage to or destruction of tangible property, including loss resulting from: a) Violation of civil rights; b) Bodily injury, death and/or property damage arising from motor vehicle operation.

C. The insurance provided by the Contractor shall be written by an insurance company licensed to do business and issue policies in the Commonwealth of Pennsylvania, carrying no less than an "A" Rating (as rated by A.M. Best Company) for the amounts set forth below, as a minimum:

1. Commercial General Liability

a) General Aggregate	\$2,000,000
b) Products/Completed Operations Aggregate	\$2,000,000
c) Personal & Advertising Injury	\$1,000,000
d) Each Occurrence	\$1,000,000
e) Fire Damage (Any One Fire)	\$ 100,000
f) Medical Expense (Any One Person)	\$ 5,000

General Liability insurance shall be written on an "occurrence" form. General Aggregate limit shall apply on a per project basis. General Liability insurance shall name Owner and Architect/Engineer (if any) as Additional Insureds for both Ongoing Operations and Products & Completed Operations on a primary and noncontributory basis, using ISO endorsements CG 20 10 and CG 20 37 or endorsements providing comparable coverage. Products and Completed Operations coverage shall be extended to Additional Insureds and shall be maintained with the same limits as above for five (5) years, commencing with final acceptance and payment by Owner.

2. Automobile Liability including coverage for owned, hired and non-owned vehicles with minimum limits of:

\$1,000,000 Each Accident – Bodily Injury and Property Damage

Endorsement CA 99 48 – Auto Pollution Liability, or Transported Cargo Pollution coverage to be included.

Auto Liability policy shall name Owner as Additional Insured, on a primary and non-contributory basis.

3. Umbrella Form - In Excess of General Liability, Automobile Liability, and Employers' Liability
  - a) Each Occurrence
    - i) Bodily Injury and Property Damage Combined \$3,000,000
  - b) Aggregate
    - i) Bodily Injury and Property Damage Combined \$3,000,000

Umbrella liability insurance shall be written on an "occurrence" form and shall name Owner and Architect/Engineer (if any) as Additional Insureds, on a primary and non-contributory basis. Aggregate shall apply on a per project basis.

4. Worker's Compensation
  - a) Statutory
5. Employers' Liability
  - a) Each Accident \$100,000
  - b) Disease-Policy Limit \$500,000
  - c) Disease-Each Employee \$100,000

- D. Contractor's compliance with the above insurance requirements shall not relieve Contractor from any liability.
- E. Contractor agrees to waive all rights of subrogation against Owner, and requires Contractor's Workers' Compensation/Employer's Liability, General Liability, Auto, Umbrella Liability and Property Insurance policies to be properly endorsed to accomplish this Waiver of Subrogation requirement.
- F. All required policies must provide Owner with a minimum of thirty (30) days advance written notice of an insurer's intent to cancel or non-renew coverage, with the exception of cancellation for non-payment of premium, which requires a minimum of ten (10) days written notice.

34. PROGRESS SCHEDULE

The Contractor shall submit for approval prior to commencement of Work a detailed schedule outlining all major activities associated with the Project. Upon approval, the Contractor shall adhere to such submitted schedule unless the Owner grants written permission to the contrary. In addition, the Contractor must submit a schedule for shop drawings submissions for the approval of the TOWNSHIP Engineer.

35. LOCATION OF UTILITIES

Since it is the desire of the Owner to disturb the area of construction only during the Contract period and because all of the necessary equipment and materials are more readily available to the Contractor during the construction, these specifications provide that all utilities be located by the Contractor during construction.

It is the Contractor's responsibility to notify the Pennsylvania One-Call System in accordance with PA Act 287, as amended by Act 181 of 2006. It is also the Contractor's responsibility to protect all utilities from damage during Work that has been marked through the PA One-Call System. When a utility is damaged, the Contractor must stop all Work and notify the appropriate utility and the TOWNSHIP Public Works Director. The Contractor will be responsible for any and all damages caused to marked utilities and for any and all damages caused to unmarked utilities after the initial damage occurs.

The Contractor shall be solely responsible for locating, in advance of the structures to be built under this Contract, all underground structures, such as water, sewer and gas mains; water, sewer and gas services; storm sewers and telephone and electric conduits, etc., which may be encountered during performance of the Work. The Contractor shall either dig test holes to determine the position of the underground structures, or shall arrange with each owner of each such underground structure to assign a representative to make the locations. The Contractor shall pay the cost of digging test holes and the cost of the services of the representative of the owners of such utilities for locating said utilities; and all costs of determining the locations shall be included in the Contractor's unit or lump sum prices bid. The locations of utility service lines as shown on the plans is for the guidance of the Contractor and, since the information is as furnished by the respective utilities, the Engineer is not responsible for the accuracy of the information in this respect. The Contractor shall not be entitled to any claim for damage or extra compensation because of any delay caused by the Contractor's failure to arrange for the location of utilities in advance of the Contractor's Work.

36. OBSERVATION OF WORK

The Owner and/or Engineer may appoint such persons as they deem necessary to perform construction observation, at any time, materials and equipment furnished and Work done, under this Contract. The Engineer shall be notified of the time and place of all Work performed in sufficient time to allow arrangements for the assignment of construction observations (**in no event less than twenty-four (24) hours' prior notice**). Neither the observation nor surveillance of the Work, nor the presence or absence of an inspector, shall relieve the Contractor of any of its obligations under the Contract or of making the Work conform to the intent of the drawings and/or specifications.

The Owner's construction observers shall be authorized to observe all Work done and materials furnished. Such construction observation may extend to all or any part of the Work and to the preparation or manufacture of the materials to be used. Observers shall be stationed on the Work to report to the Engineer as to the progress of the Work and the manner in which it is being performed; to report whenever it appears that the materials furnished and/or Work performed by the Contractor fails to fulfill the requirements of the Contract, and to call to the attention of the Contractor any such failure or other default, but no observation or any failure to observe, at any time or place, shall relieve the Contractor from any obligation to perform all Work strictly in accordance with the requirements of the Contract. In case of any dispute arising between the Contractor and any construction observer as to materials furnished and/or the manner of performing the Work, the observer shall have the authority to reject materials or suspend the Work until the question at issue can be referred to and decided by the Engineer. The observers shall not be authorized to: revoke, alter, enlarge, relax or release any requirements of the Contract; approve or accept any portion of Work; or issue instructions contrary to the drawings and specifications. Construction observers shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the Work by the latter. Any instructions

that the construction observers may give the Contractor shall in no way be construed as releasing the Contractor from fulfilling the terms of the Contract.

When the Contractor has fully completed all Work provided for under the Contract and so notified the Engineers in writing, the Engineer shall make a final inspection of the completed Work and if, in the Engineer's judgment, the Contractor has fully completed the Work and it is in accordance with all terms, provisions and stipulations of the drawings, specifications and Contract, the Engineer shall issue a Certificate of Completion to the Owner showing the entire amount of Work performed and the compensation earned by the Contractor, including but not limited to any approved extra Work and the compensation therefor.

The Project is subject to inspection by PennDOT in accordance with the terms of the Highway Occupancy Permit.

37. USE OF EXPLOSIVES

The use of explosives is prohibited on this Project. No burning is permitted on site.

38. NIGHT, WEEKEND AND HOLIDAY WORK

Unless otherwise provided, the Contractor will be expected to accomplish all Work of this Project during normal working hours. Work shall not be performed at night, weekends or holidays unless expressly approved by the Owner. Requests by the Contractor to work outside of the normal working hours shall be made in writing at least seven (7) days prior to the anticipated Work. All Work operations must comply with all Applicable Laws. Normal working hours for this Project shall be 7:00 AM to 6:00 PM.

39. PAYMENT TO CONTRACTOR

Partial:

The total value of Work completed to date shall be based on the estimated quantities of Work completed and on the unit prices and lump sum prices contained in the Proposal. The Contractor shall prepare its requisition for partial payment as of the day of the month mutually agreed upon and submit the same in triplicate to the Engineer for the Engineer's approval.

For contracts in excess of Fifty Thousand Dollars (\$50,000.00), the amount due to the Contractor shall be determined by the total value of Work completed to date less ten percent (10%) until final payment.

Within twenty (20) days of the receipt of a retainage payment by the Contractor, the Contractor shall pay all subcontractors with whom the Contractor has contracted each Subcontractor's earned share of the payment the Contractor received.

Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the Work. All material and completed Work covered by such monthly or partial payments shall remain the property of the Contractor and the Contractor shall be solely responsible for the care and protection of all materials and Work upon which payments have been made. Note that payment will only be approved for satisfactorily installed materials and improvements and that no payment

will be approved for stored and/or uninstalled materials and products. Such payments shall not constitute a waiver of the rights of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements that are the subject of the Contract complete and satisfactory to the Owner in all details.

Final:

After final inspection and acceptance by the Owner of all Work under the Contract, the Contractor shall prepare its requisition for final payment, which shall be based upon the carefully measured and/or computed quantity of each item of Work at the applicable unit prices and lump sum prices stipulated in the Proposal. The total amount of the final payment due to the Contractor under the Contract shall be the amount computed as described less all previous payments.

With each application for payment, the Contractor shall submit a duly executed waiver or partial waiver of liens in form approved by the Owner and acknowledged under oath by a principal officer of Contractor. In addition, the Contractor shall, with each application for payment, furnish an affidavit, in form approved by the Owner and sworn to by a principal officer of the Contractor, stating that: there are no known mechanics or materialmen liens outstanding at the date of the application; that all due and payable bills with respect to the application have been paid; except for such bills not paid but so included, there is no known basis for the filing of any mechanics or materialmen liens on the Work; and all laborers, workmen and mechanics employed in the performance of the Contract are paid not less than the hourly rates of wages and provided supplements (not less than the prevailing supplements) stated in the Contract Documents. Payment in part or in full to the Contractor without requiring the furnishing of such releases and receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under this Contract. The foregoing provisions shall be construed solely for the benefit of the Owner and shall not require the Owner to determine or adjust any claim or dispute between the Contractor and its subcontractors or material dealers or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under the Contract.

40. CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final estimate nor final payment nor any provision in the Contract shall relieve the Contractor of the responsibility for faulty materials or workmanship; and the Contractor shall remedy any and all defects due thereto and pay any and all damages resulting therefrom which shall appear within a period of eighteen (18) months from the date of completion and acceptance of all of the Work by the Owner.

41. GENERAL GUARANTY

Neither the final certificate of payment, nor any provision in the Contract, nor partial or entire use of the Project by the Owner or the public shall constitute an acceptance of Work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranty or responsibility for any faulty material or workmanship. The Contractor shall promptly remedy any and all defects in the Work and pay for any and all damage to other Work resulting therefrom that shall appear within a period of eighteen (18) months from the date for final inspection and acceptance of all of the Work. The Owner

shall give notice of defective materials and Work with reasonable promptness after discovery.

42. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and local Government and all other Applicable Laws.

43. WATER

All water for construction purposes shall be provided and paid for by the Contractor. Supply connections shall be installed by the Contractor as approved by the Engineer. Under water main extension projects only, all water for testing and flushing shall be paid for by the Owner.

44. ELECTRICITY

All electricity required for construction purposes shall be provided and paid for by the Contractor. Temporary extensions shall be furnished by the Contractor as approved by the Engineer.

45. LINES, GRADES AND CONSTRUCTION SURVEYING

The Contractor shall be responsible for the stake-out for the Work and the Project. The Contractor shall provide, at the Contractor's sole expense, all surveying required to lay out the Work from the horizontal and vertical reference points established by the Owner's Engineer. The Contractor shall provide all engineering personnel, materials, equipment and labor required to stake-out the baselines and/or centerlines and all offset lines and grades. The Contractor shall carefully protect all reference points provided by the Owner's Engineer. The Contractor shall notify the Owner's Engineer within a reasonable period of time in advance of commencement of the Work of the locations at which the Contractor intends to work, to allow for layout of the references required with a minimum of inconvenience to the Engineer and a minimum of delay to the Contractor.

On jobs where the Contractor intends to use a laser, the Contractor shall either: provide offset stakes at a minimum of one hundred feet (100') intervals and use them to spot check the Contractor's grades or provide a level, rod and level operator to spot check the Contractor's grades.

46. CONTRACT STANDARDS ACT

The following stipulations are hereby included in each contract, subject to the Contract Work Hours Standards Act:

(a) Overtime Requirements

No Contractor or Subcontractor contracting for any part of the Contract Work shall require or permit any laborer or mechanic, including but not limited to watchmen and guards, to be employed on such work in excess of forty (40) hours in any work week unless such laborer or mechanic receives compensation at a rate of not less



than one and one-half (1-1/2) times his or her basic rate of pay for all hours worked in excess of forty (40) hours in such work week,.

(b) **Violations: Liability for Unpaid Wages: Liquidated Damages**

In the event of any violation of the requirements set forth in Subsection (a) of this Section, the Contractor and each Subcontractor responsible therefor shall be liable to any affected employee for his or her unpaid wages. In addition, such Contractor or Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed, with respect to each individual laborer or mechanic employed in violation of the requirements of Subsection (a) of this Section, in the sum of Ten Dollars (\$10.00) for each calendar day on which such employee was required or permitted to work in excess of forty (40) hours in any work week without payment of the overtime wages required by Subsection (a) of this Section.

(c) **Withholding for Unpaid Wages and Liquidated Damages**

The Local Public Agency may withhold from any monies payable on account of Work performed by the Contractor or any Subcontractor the full amount of wages required by the Contract and such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor and/or Subcontractor for liquidated damages as provided in Subsection (b) of this Section.

(d) **Insertion of Clauses in Subcontracts**

The Contractor shall, and hereby agrees to, insert the foregoing Subsections (a), (b) and (c) of this Section, and this Subsection (d) in all subcontracts.

47. RATES OF WAGES

When indicated herein the Contractor and each Subcontractor shall fully comply with the applicable Wage Rate Decisions of the United States Department of Labor and the Commonwealth of Pennsylvania Department of Labor and Industry.

The Following (Checked) Wage Rates will apply to this Job:

- U.S. DEPARTMENT OF LABOR
- PENNSYLVANIA DEPARTMENT OF LABOR
- NONE

48. CONTRACT CHANGES

Any change or modification made to the Contract after it has been executed must be documented utilizing a Contract Change Order Form, which shall be provided by the Owner.

# SPECIAL CONDITIONS

## 1. DUST CONTROL

The Contractor must provide means to immediately remove all excavated materials, which shall be properly discarded. The material must be loaded directly into the trucks and shall not be permitted to be stockpiled for later removal.

The Contractor must also have on-site at all times a water wagon to minimize the amount of residual dust created during all construction activities. Application will be as required, or as directed, by the Engineer.

The cost for all necessary dust control procedures shall be included in the unit price of the various quantities, and will not be measured for payment separately.

If the Contractor fails to perform the necessary procedures, the Owner may perform the Work, and all costs and expenses incurred by the Owner therefor shall be deducted from the monies due or to become due to the Contractor.

## 2. DISPOSAL OF MATERIAL

The Contractor shall remove and dispose of all excavated material in a legal manner in accordance with all Applicable Laws.

Prior to commencement of ANY Work, the Contractor must provide the Owner with a letter from the facility or facilities, which the Contractor will be using to dispose of the excess material (i.e., soil, concrete, paving, etc.). Such letter shall serve as permission to use such property. The letter must indicate the location of the property (or properties), the owner or owners of the property used for disposal, the materials being disposed of, and the approximate quantities being disposed.

## 3. FAILURE TO PERFORM WORK IN ACCORDANCE WITH SPECIFICATIONS

If during the duration of the Contract, the Contractor fails or refuses to perform any Work in accordance with the Specifications and/or the direction of the Owner and/or the Engineer, the Owner, may at its sole discretion, order the Contractor to correct the deficient Work and may hold the dollar value of such deficient Work from any monies due or to become due to the Contractor until the Work is corrected to the satisfaction of the Owner and the Engineer. Upon the occurrence of any such event, the Contractor shall have no claim for extra time and/or money as a result of any circumstances related to the deficient Work, including but not limited to any delays of future Work, delivery of materials and/or interest on the monies withheld.

## 4. RESPONSIBILITY OF CONTRACTOR

The Contractor shall be solely responsible for all costs and expenses, including temporary power, water, telephone, testing services, road opening permits in local roads, building and electrical permits, construction permits, and licenses.

The Contractor shall be limited to a two (2)-day supply of material on the site, as determined by the Engineer, with the exception of stone backfill, which shall be limited to

fifty (50) cubic yards. Storage of materials shall in no event block vehicular or pedestrian access to any business or residence, nor shall it block sidewalk areas or present a hazard in any manner. In no instance shall any materials or equipment be stored on private property unless a written agreement has been executed permitting such activity. The Contractor shall provide sufficient barricades, lighting, flagmen and signing to provide for maintenance and control of traffic in accordance with PennDOT Publication 213.

#### 5. CONSTRUCTION LIMITS

The Contractor shall confine operations strictly within the limits of disturbance as indicated by the plans and/or directed by the Engineer, unless prior written permission is obtained to occupy additional ground. Upon completion of Work the Contractor shall clean and restore the area of operations to a condition at least equal to its original conditions. Unless specified elsewhere herein, all restoration shall be included in the Contractor's unit and/or lump sum price bid. Damage to property outside of the specified construction limits shall be the sole responsibility of the Contractor and restoration of the same shall be made at the Contractor's sole cost and expense.

#### 6. MEASUREMENT OF WORK AND MATERIALS

The Contractor shall be paid for the actual quantity of authorized Work furnished under each item of the Contract, at the prices stipulated for each item. If the quantity of any unit price item is decreased, the Contractor shall have no claim for damages on the basis of loss of anticipated profits. The Engineer in accordance with working lines specified in the Contract Documents shall determine all quantities of Work and materials to be paid.

#### 7. PROTECTION OF WORK AND PROPERTY

The Contractor shall protect and maintain existing structures in an undisturbed condition at all times during the Contract period and at all times during the performance of the Work.

The Contractor shall provide adequate protection against damage, injury and/or loss arising in connection with the Contract for all Work and the property of the Owner. The Contractor shall be solely liable for and shall remedy any and all such damage, injury and/or loss.

#### 8. CLEAN UP

The Contractor shall periodically remove waste so that at no time shall there be undue accumulation in the work area. Upon completion of the Work, the Contractor shall remove from the Project all surplus and discarded materials, equipment and temporary structures and leave the subject premises broom clean.

The Engineer shall make a final cleaning inspection. The Contractor shall be solely responsible for and shall perform any and all additional cleaning as required by the Engineer.

#### 9. COPIES OF DOCUMENTS

Finished copies: The Contractor shall be provided with, at no cost, a maximum of three (3) sets of full-size Contract Drawings, including revised drawings, and a maximum of three (3) copies of the Contract Specifications in addition to those used in the execution of the Agreement. In addition, an electronic version of the documents and specifications shall be

provided at no cost. Contractor shall be responsible for, and shall pay for, any and all printing, handling, and delivery costs for any additional copies

#### 10. RELATED DOCUMENTS

The Contractor shall adhere to the rules, regulations and requirements of all state, county and local permits and/or approvals issued for the Project. Permitting agencies must be notified by the Contractor prior to construction per the requirements of the permits.

#### 11. TRENCHING

Under no circumstances shall any trench be left open at the end of any workday.

#### 12. AS-BUILT DRAWINGS

Contractor shall provide record drawings according to the following:

1. Measured horizontal ( $\pm 8"$ ) and vertical ( $\pm 4"$ ) locations of underground utilities and appurtenances, referenced to permanent surface improvements.
2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
3. Field changes of dimension and detail.
4. Details not on original Contract drawings.
5. As-built drawings need not be survey accurate CAD produced. Detailed markups on hard copy plans should be sufficient, unless directed otherwise by Engineer or Owner.

## **SPECIAL PROVISIONS**

**The work associated with the Project shall be performed in accordance with the Commonwealth of Pennsylvania Department of Transportation (“PennDOT” or “Department”) Specifications Publication 408/2020, Change No. 7, effective Oct 6, 2023 to which the following Special Provisions and attachments are made part thereof:**

- ANTICIPATED NOTICE TO PROCEED / COMPLETION DATE
- GOVERNING SPECIFICATIONS AND APPLICABLE DESIGNATED SPECIAL PROVISIONS
- CONTRACT PROVISIONS - RIGHT TO KNOW LAW
- LOCAL AUTHORITY CONTRACT
- CONSTRUCTION RESTRICTIONS
- SPECIAL PROVISIONS TO SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS
- SPECIAL PROVISIONS TO SECTION 103 – AWARD AND EXECUTION OF CONTRACT
- SPECIAL PROVISIONS TO SECTION 106 – CONTROL OF MATERIAL
- SPECIAL PROVISIONS TO SECTION 110 – PAYMENT
- SPECIAL PROVISIONS TO SECTION 112 – PROJECT RECORDS

**ANTICIPATED NOTICE TO PROCEED / COMPLETION DATE**

The anticipated Notice to Proceed date used by the TOWNSHIP for the calculation of the Contract time is MONDAY, JULY 21, 2025. The required date of substantial completion is FRIDAY, DECEMBER 19, 2025.

**END OF ANTICIPATED NOTICE TO PROCEED / COMPLETION DATE**

**GOVERNING SPECIFICATIONS AND APPLICABLE DESIGNATED SPECIAL PROVISIONS**

- a. GOVERNING SPECIFICATIONS. Throughout these special provisions where the term “section” is used, it means a portion of the Project Specifications covering that portion of the total Work or requirements under the same name in Publication 408, the Supplemental Specifications, or the Special Provisions – all as noted/referenced in the preceding Table of Contents. This Bid Proposal is made under, subject to, and governed by: Specifications 408/2020, Change No. 7, effective October 6, 2023 of the Commonwealth of Pennsylvania Department of Transportation. Within these Specifications where dual measurement and tabular options are presented, English standards apply.
- b. APPLICABLE DESIGNATED SPECIAL PROVISIONS. The following Designated Special Provisions are found in Appendix C to the above Governing Specifications. Those that apply to this Bid Proposal are preceded with a check (i.e., "X"). Goals, minimum levels of participation, or other Project specific requirements associated with these documents are also established where applicable:
- DSP1. Offset Provision for State Contracts. See page C1-1.
  - DSP2. Contractor Responsibility Provisions. See page C2-1.
  - DSP3. Provisions for State Contracts Concerning the Americans with Disabilities Act. See page C3-1.
  - DSP4. Minority Business and Women Business Enterprise Participation Requirements. This is used on all 100% State projects requiring Prequalification. See page C4-1.
  - DSP5. Minority Business and Women Business Enterprise Program. Use only on 100% State funded projects over \$100,000 requiring Prequalification and do not have Designated Special Provision DSP4. See page C5-1.
  - DSP6. Minority Business and Women Business Enterprise Utilization Requirements. Use is on 100% State funded projects without Prequalification requirements. Minimum participation levels of 5% for MBE and 3% for WBE of the dollar amount of the bid have been established for this project. See page C6-1.
  - DSP7. Disadvantaged Business Enterprise Requirements. See page C7-1.
  - DSP8. F.A.R. - Required Contract Provisions Federal - Aid Construction Contracts – FHWA-1273 (Revised May 1, 2012). See attachments to the Proposal. See page C8-1.
  - DSP9. Special Supplement - Anti-Pollution Measures - August 26, 1999. See page C9-1.
  - DSP10. Nondiscrimination/Sexual Harassment Clause. See page C10-1.
  - DSP11. Contractor Integrity Provisions. See page C11-1
  - DSP12. Executive Order 11246, with Appendices A and B. See page C12-1.

**END OF GOVERNING SPECIFICATIONS AND APPLICABLE DESIGNATED SPECIAL PROVISIONS**

## **CONTRACT PROVISIONS - RIGHT TO KNOW LAW**

- a. The Pennsylvania Right-to-Know Law ("RTKL"), 65 P.S. §§ 67.101-3104, applies to this Contract.
- b. The Owner shall contact the Contractor using the Contractor information provided by the Contractor in the Bid Proposal (or "the legal contact information provided in the Contract") unless the name and contact information of another person is provided to the Owner in writing. The Contractor shall notify the Owner in writing of any change in the name or the contact information within a reasonable time prior to each such change.
- c. Upon notification that the Owner has received a request for records under the RTKL, the Contractor shall use its best efforts to assist the Owner in responding to the request. The Contractor shall provide the Owner, within three (3) days, with access to, and copies of, any and all documents and/or information arising out of the Contract that the Owner deems a Public Record ("Requested Information") and provide such other assistance as the Owner may request in order to comply with the RTKL. If the Contractor is unable to provide the Requested Information within three (3) days for one of the reasons specified in the RTKL, the Contractor shall immediately notify the Owner that the Contractor will need up to an additional twenty-five (25) days, and must provide in writing the reason the additional time is needed. Failure to provide the Requested Information to the Owner within the period specified in this provision will be considered an event of default by the Contractor. The Contractor shall pay, indemnify and hold the Owner harmless for any and all damages, penalties, fines, costs, expenses, detriment and/or harm that the Owner may incur as a result of such failure by the Contractor. If the Office of Open Records or the Pennsylvania Courts determines that the record requested by the Owner is a Public Record, liquidated damages in an amount equal to Five Hundred Dollars (\$500.00) per day will be assessed for each calendar day beyond the date the record was required to be provided.
- d. The Owner's determinations as to whether the Requested Information is a Public Record is dispositive of the question as between the parties. The Contractor shall not challenge the Owner's decision to deem the Requested Information a Public Record. If the Requested Information is a Trade Secret or Confidential Proprietary Information, as defined by the RTKL, the Contractor shall immediately notify the Owner thereof, and provide to the Owner, within five (5) days, a written statement signed by an authorized representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL. If, upon review of the written statement, the Owner still decides to provide the Requested Information, the Contractor shall not challenge or in any way hold liable the Owner for such decision.
- e. The Owner shall reimburse the Contractor for any costs associated with complying with this provision, but only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- f. The Contractor shall abide by any decision to release a record to the public made by the Office of Open Records or by the Pennsylvania Courts. The Contractor shall waive any and all rights and remedies that may be available to it as a result of the Owner's disclosure of Requested Information pursuant to the RTKL. Duties relating to the RTKL are continuing duties that survive the expiration of the Contract and continue as long as the Requested Information is retained.

## **END OF CONTRACT PROVISIONS - RIGHT TO KNOW LAW**



## **LOCAL AUTHORITY CONTRACT**

- a. The Contractor is advised that the Owner will execute the Contract. In addition, all payments made to the Contractor for Work performed shall be made by the Owner.
- b. Throughout the Department's Specifications, Publication 408 wherever reference is made to the Commonwealth, the Department or its employees, for the purpose of the Contract it shall mean the contracting Local Authority and its corresponding employees, unless otherwise superseded by Law.
- c. However, the Department, as specified in Section 102.01, will perform prequalification of bidders.

## **END OF LOCAL AUTHORITY CONTRACT**

## **CONSTRUCTION RESTRICTIONS**

- a) The Project must be substantially completed by FRIDAY, DECEMBER 19, 2025.
- b) The Contractor is solely responsible for contacting the following agencies to inform them of lane restrictions:
  - i) Ten (10) working days prior to the lane restrictions notify:
    - (1) All Emergency Services (Fire, ambulance, state police)
    - (2) Local School District Transportation Department
    - (3) U.S. Mail
    - (4) All property owners within the work zone.
- c) Free, safe passage to property owners' driveways in and adjacent to the work area shall be maintained at all times.
- d) The Contractor shall not store equipment or stockpile material, or permit the storage of equipment or stockpile of material, in any wetland or waterway.
- e) Upon commencement of the Project, the Contractor shall use its best efforts to perform continuous construction operations and minimize the length of the Project. As defined, "continuous construction operations" means providing appropriate active construction staffing, equipment and sufficient material each workday.

## **END OF CONSTRUCTION RESTRICTIONS**

**SPECIAL PROVISIONS TO SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS**

This section shall be replaced by the Instructions to Bidders that is part of the Invitation for Bids for the Contract.

**END OF SPECIAL PROVISIONS TO SECTION 102**

**SPECIAL PROVISIONS TO SECTION 103 - AWARD AND EXECUTION OF CONTRACT**

This section shall be replaced by the Instructions to Bidders that is part of the Invitation for Bids for the Contract.

**END OF SPECIAL PROVISIONS TO SECTION 103**

**SPECIAL PROVISIONS TO SECTION 106 – CONTROL OF MATERIAL**

The General Conditions that are part of the Invitation for Bids for the Contract shall replace this section.

**END OF SPECIAL PROVISIONS TO SECTION 106**

**SPECIAL PROVISIONS TO SECTION 110 – PAYMENT**

The General Conditions that are part of the Invitation for Bids for the Contract shall replace this section.

**END OF SPECIAL PROVISIONS TO SECTION 110**

## **SPECIAL PROVISIONS TO SECTION 112 – PROJECT RECORDS**

### **SECTION 112.03 RETENTION PERIOD**

Add the following:

The Contractor shall maintain books, programs, records, financial records, documents and other evidence pertaining to all costs and expenses related to the Contract and the Agreement in such detail as will properly reflect all costs of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature for which Owner funding has been provided under the provisions of the Contract and the Agreement. The Contractor shall maintain such books, programs, records, financial records, documents and other materials in accordance with Generally Accepted Accounting Principles, where applicable. The Contractor shall provide access, during normal business hours, to such books, programs, records, financial records, documents and other evidence upon request of the Owner and its designees upon receipt of reasonable advance notice, either oral or written. The Contractor's books, programs, records, financial records, documents and other evidence pertaining to services provided under the Contract and the Agreement shall be preserved and made available for a period of three (3) years following the termination of the Contract and the Agreement. The Owner and its designees may audit, examine, review, photocopy and make excerpts or transcripts of any of Contractor's books, programs, records, financial records, documents and all such other evidence. Any deficiencies noted in any audit report or otherwise must be fully resolved by the Contractor, to the Owner's sole satisfaction, within thirty (30) days after the Contractor's receipt of written notice of such deficiencies. Failure of the Contractor to comply with the provisions set forth in this paragraph may constitute a violation of the Contract and the Agreement and, at the Owner's sole discretion, may result in the withholding of future payments by the Owner.

**END OF SPECIAL PROVISIONS TO SECTION 112**

# **TECHNICAL SPECIFICATIONS**

**THE FOLLOWING TECHNICAL SPECIFICATIONS ARE NOT INDIVIDUAL PAY ITEMS AND ARE INCIDENTAL TO PAY ITEMS MOST CLOSELY RELATED TO THE WORK BEING DONE.**

## **TS-1 CONSTRUCTION AND MATERIALS**

The work associated with the Project shall be performed in accordance with PennDOT Specifications Publication 72M, Publication 219M, and Publication 408/2020, latest editions, to which the following Special Provisions and attachments are made a part thereof. If conflict occurs between this contract and current PennDOT Standards and Specifications, the PennDOT Standards and Specifications shall govern.

## **TS-2 MAINTENANCE AND PROTECTION OF TRAFFIC**

Free, safe passage to all properties shall be maintained at all times. Emergency vehicles shall have access through the construction area and to all properties at all times. The contractor will be responsible, from the start to completion of project, for maintaining traffic and the placing of proper signs, barricades, etc., at all times. All traffic control shall be in accordance with the MUTCD and PennDOT Publications 212 and 213, latest editions. Contractor shall notify residents within work area 72 hours prior to starting work. Accommodations shall be made for mail delivery and trash services. Traffic control work needed to complete project pay items shall all be considered incidental items to be included in unit prices, unless otherwise specified.

## **TS-3 CONTRACT QUANTITIES**

The quantities shown on the proposal are approximate; they are not guaranteed and are subject to field verification to validate actual construction completed. Construct contract items at locations outlined by a TOWNSHIP Representative.

## **TS-4 PA ONE CALL**

The Contractor shall place a Pennsylvania One-Call (1-800-242-1776) at least three (3) working days prior to starting work, in accordance with Act 287.

## **TS-5 EROSION CONTROL**

The Contractor shall install, maintain and remove any / all erosion control measures that may be required by the TOWNSHIP Engineer. All areas must be properly stabilized prior to removing any controls and any areas disturbed during removal of the controls must be restored. Anticipated work includes installation of silt socks, mulching and seeding of disturbed areas. The contractor shall be responsible for all damage that may occur should the work site be flooded during construction.

## **TS-6 DISTURBED AREAS**

All disturbed areas shall be graded and restored with 6" of topsoil (unless otherwise specified on plans or details), seed and straw or erosion control fabric, if directed by TOWNSHIP Representative. This work shall be considered incidental and included in the unit prices.

### **TS-7 SUPERPAVE PAVING**

1. Prior to placing any Superpave Asphalt Mixture on any existing roadway or driveway surface, any cracks or joints are to be sealed with a rubberized sealant at any locations determined by a TOWNSHIP Representative. Joint sealing is considered an incidental item.
2. Provide paved transitions for all driveways as directed by the TOWNSHIP Representative.
3. Contractor to determine Superpave asphalt supplier and shall provide pavement mix designs for all mix designs provided by plant for approval.

### **TS-8 DRIVEWAYS**

The Contractor shall adjust all driveways at a maximum slope of 10 to 1, with maximum 3 to 1 side slopes.

### **TS-9 PIPES AND DRAINAGE STRUCTURES**

1. All pipes shall have sealed joints meeting PennDOT standards.
2. All inlet boxes and flared-end sections shall meet PennDOT standards. All inlets shall have Type M inlet tops. Inlet boxes shall be set to match roadway centerline slope.
3. Riser height adjustment shall be accomplished with one-piece precast or cast-in-place riser ring. No bricks shall be permitted for adjustment or within the annular ring in the box.
4. A low flow channel shall be installed in all inlet boxes to provide a smooth transition.

### **TS-10 COMPLETION DATE**

The entire project shall be substantially completed by **FRIDAY, DECEMBER 19, 2025**

### **TS-11 MISCELLANEOUS**

1. Traffic control, project layout, power brooming, driveway adjustments, shoulder dressing and clean-up, resetting of mailboxes, mix designs and all other miscellaneous work needed to complete project pay items shall all be considered incidental items to be included in unit prices, unless otherwise specified.
2. See Project Scope of Work and Technical Specifications below for additional project requirements.

### **TS-12 CLEARING AND GRUBBING**

Remove trees, brush and shrubbery as needed, but with prior approval from the TOWNSHIP Representative. All trees less than 6" in diameter are incidental to this item. All work shall be done in accordance with PennDOT Publication 408, latest edition, Section 201. Any existing signage or private property removed/ damaged during construction must be reset/ replaced as a part of this item. Clearing and grubbing shall be considered incidental to any pay item that most closely relates to the work and should be included in that item's unit price.

### **TS-13 TOWNSHIP PURCHASED AND SUPPLIED MATERIAL**

The Township will be purchasing any items that are quantified as “NO BID” items. The warranty for the Township supplied material shall commence once the material is delivered to the Contractor at location to be determined and Contractor has inspected all material and accepts material in writing. Should the material arrive at the site damaged, Contractor reserves the right to refuse shipment and shall contact Township Representative to confirm and have material resupplied at no cost to the Contractor. Any damage to material due to handling or moving on job site after acceptance will be the Contractor’s responsibility. Contractor shall warranty all material, including material supplied by Township, and workmanship for 18 months per Section 16 of specifications. Contractor reserves the right to propose alternate material for installation but it will not be approved until contract has been awarded and shop drawings for material are submitted.

**TECHNICAL SPECIFICATIONS (specific to work items)**

**BASE BID**

**FUNDING ACKNOWLEDGEMENT SIGN**

**ITEM 1.01 – INSTALL FUNDING ACKNOWLEDGEMENT SIGN (DCNR FUNDED)**

This item will be installed by the Township. Sign to be mounted on Type B post and installed per plan details and Pub 408 specifications. Sign shall be installed per construction details and as soon as possible after construction has started per grant requirements. Any miscellaneous hardware needed for installation is incidental to this pay item. This is a NO BID item and will be installed by others.

**ITEM 1.02 – PURCHASE FUNDING ACKNOWLEDGEMENT SIGN (DCNR FUNDED)**

This item is for the purchase of the Funding Acknowledgement Sign by the Township. This is a NO BID item and will be installed by Township.

**ADA ACCESSIBLE GAZEBO**

**ITEM 2.01 – ADA ACCESSIBLE GAZEBO (DCNR FUNDED)**

This item is for labor, materials and installation of a 30' Dodecagon wood gazebo as designed by Country Lane Gazebos (contact Russ Adkins at 717-351-9250 or email at russ@gazebo.com) or Township approved equal. Details shown on these plans are for reference only and contractor shall submit building plans during shop drawing review period. The Gazebo shall be constructed of naturally decay resistant materials, pressurized timber or cedar. The gazebo shall withstand up to 30 inches of snow and 110 mph winds. The roof shall be a standard style roof with a heavy duty 29-gauge metal roof covering. The gazebo construction must comply with the International Building Code 2018. Contractor is responsible for obtaining Building Permit through the Township. Site preparation, topsoil removal, stone base and concrete turndown slab are considered incidental to this item. Bid and paid as a LUMP SUM item.

**ADA ACCESSIBLE PARKING SPACES AND ADA ACCESSIBLE PATH TO GAZEBO AND PLAY AREA**

**ITEM 3.01 – 9.5mm WEARING COURSE, 2" DEPTH (DCNR FUNDED)**

This item is for the labor, material and installation of Superpave Asphalt Mixture Design, WMA Wearing Course, PG 64-22, 0.3 < 3 million ESAL's, 9.5 mm mix, 2" depth, SRL-H. Exact location of wearing course shall be determined by a Township Representative prior to construction. Grading of the existing base material to achieve ADA compliant slopes is considered incidental to this pay item. Bid and paid per SQUARE YARD.

**ITEM 3.02 – 4" WHITE PAINT (DCNR FUNDED)**

This work is for the furnishing and application of waterborne pavement markings at a width of 4-inches in the areas identified on the plans. The installation shall be consistent with

Section 962 of PennDOT Pub 408, latest edition. Bid and paid per LINEAR FOOT.

**ITEM 3.03 – WHITE HANDICAP SYMBOL (DCNR FUNDED)**

This work is for the furnishing and application of waterborne pavement markings for the handicap symbol in the areas identified on the plans. The installation shall be consistent with Section 962 of PennDOT Pub 408, latest edition, and PennDOT TC 8600, latest edition. Bid and paid as an EACH item.

**ITEM 3.04 – HANDICAP SIGN (DCNR FUNDED)**

This item is for the labor, material, and installation of handicap sign. Sign to be mounted on Type B post and installed in the location shown on the plan. Installation shall be per PennDOT Pub 408, latest edition. Bid and paid as an EACH item.

**ITEM 3.05 – CONCRETE TIRE STOP (DCNR FUNDED)**

This item is for the procurement and installation of concrete tire stops. Tire stops shall be precast to the size as indicated on plan. Use #5 rebar dowels to anchor tire stops to pavement. Center the curb tire stops in the parking space. Bid and paid as an EACH item.

**ITEM 3.06 – TRAIL SURFACE AGGREGATE (DCNR FUNDED)**

This item is for the labor, equipment and materials to install trail surface aggregate mixture in the area shown on the plan. Refer to Technical Bulletin – Trail Surface Aggregate (TSA) dated 10/2013 (attached). Contractor to submit mix design during shop drawing review. The mix and installation methods must meet the 2010 ADA Standards for Accessible Design. Testing and certification of material and installation shall be consistent with Trail Surface Aggregate (TSA) Technical Bulletin (10/2013). Contractor shall conduct and document all testing in accordance with testing standards as listed in Technical Bulletin. Copies of test results shall be submitted to Township Representative. Any grading or excavation necessary for installation is considered incidental to this item. Bid and paid per SQUARE YARD.

**PARKING LOT**

**ITEM 4.01 – GRADING AND EXCAVATION (DCNR FUNDED)**

This item is for the site preparation for the installation of parking lot. Topsoil shall be removed and subgrade graded to accommodate the final pavement thickness and slopes as indicated. Class 1 Excavation shall be done in accordance with Section 203 or PennDOT Publication 408, latest edition. Waste material is to be hauled by the contractor to a location within the Township and is considered incidental to this pay item. Bid and paid as a LUMP SUM item.

**ITEM 4.02 – 9.5mm WEARING COURSE, 2” DEPTH (DCNR FUNDED)**

This item is for the labor, material and installation of Superpave Asphalt Mixture Design, WMA Wearing Course, PG 64-22, 0.3 < 3 million ESAL’s, 9.5 mm mix, 2” depth, SRL-H. Exact location of wearing course shall be determined by a Township Representative prior to construction. Grading of the existing base material to achieve ADA compliant slopes is considered incidental to this pay item. Bid and paid per SQUARE YARD.



**ITEM 4.03 – 19mm BINDER COURSE, 4” DEPTH (DCNR FUNDED)**

This item is for the labor, material and installation of Superpave Asphalt Mixture Design, WMA Binder Course, PG 64-22, 0.3 < 3 million ESAL’s, 19 mm mix, 4” depth. Exact location of binder course shall be determined by a Township Representative prior to construction. Bid and paid per SQUARE YARD.

**ITEM 4.04 – 2A STONE, 8” DEPTH (DCNR FUNDED)**

This work is for the furnishing, placement and compaction of 2A stone at locations as determined by Township Representative during construction. If suitable subgrade material is not located, as determined by a Township Representative, additional material may be removed at an increment of four (4) inches until suitable material is located and is incidental to this item. Compact the stone in four (4) inch lifts. Bid and paid per SQUARE YARD.

**ITEM 4.05 – CONCRETE TIRE STOP (DCNR FUNDED)**

This item is for the procurement and installation of concrete tire stops. Tire stops shall be precast to the size as indicated on plan. Use #5 rebar dowels to anchor tire stops to pavement. Center the curb tire stops in the parking space. Bid and paid as an EACH item.

**ITEM 4.06 – 4” WHITE PAINT (DCNR FUNDED)**

This work is for the furnishing and application of waterborne pavement markings at a width of 4-inches in the areas identified on the plans. The installation shall be consistent with Section 962 of PennDOT Pub 408, latest edition. Bid and paid per LINEAR FOOT.

**ITEM 4.07 – WHITE HANDICAP SYMBOL (DCNR FUNDED)**

This work is for the furnishing and application of waterborne pavement markings for the handicap symbol in the areas identified on the plans. The installation shall be consistent with Section 962 of PennDOT Pub 408, latest edition, and PennDOT TC 8600, latest edition. Bid and paid as an EACH item.

**ITEM 4.08 – HANDICAP SIGN (DCNR FUNDED)**

This item is for the labor, material, and installation of handicap sign. Sign to be mounted on Type B post and installed in the location shown on the plan. Installation shall be per PennDOT Pub 408, latest edition. Bid and paid as an EACH item.

**DRIVEWAY AND PARKING LOT REGRADING**

**ITEM 5.01 – DRIVEWAY AND PARKING LOT REGRADING**

This item is the for the labor and equipment required to regrade the existing gravel driveway, parking lot and horse trailer parking lot. Slope of the driveway or parking lots are not intended to change. High spots should be removed by grading operation and is considered incidental to this item. Low spots should be filled in with existing material removed from high spots and is incidental to this item. Bid and paid per SQUARE YARD.

## **ITEM 5.02 – 2A STONE**

This item is the for the labor, material and installation of 2A stone in areas along the existing driveway and parking lots. Place and compact material in areas as determined by Township representative. Bid and paid per TON.

## **PAVED DRIVEWAY ENTRANCE**

### **ITEM 6.01 – 9.5mm WEARING COURSE, 2” DEPTH (DCNR FUNDED)**

This item is for the labor, material and installation of Superpave Asphalt Mixture Design, WMA Wearing Course, PG 64-22, 0.3 < 3 million ESAL’s, 9.5 mm mix, 2” depth, SRL-H. Exact location of wearing course shall be determined by a Township Representative prior to construction. Grading of the existing base material to achieve ADA compliant slopes is considered incidental to this pay item. Bid and paid per SQUARE YARD.

### **ITEM 6.02 – 19mm BINDER COURSE, 4” DEPTH (DCNR FUNDED)**

This item is for the labor, material and installation of Superpave Asphalt Mixture Design, WMA Binder Course, PG 64-22, 0.3 < 3 million ESAL’s, 19 mm mix, 4” depth. Exact location of binder course shall be determined by a Township Representative prior to construction. Bid and paid per SQUARE YARD.

### **ITEM 6.03 – 2A STONE (DCNR FUNDED)**

This item is the for the labor, material and installation of 2A stone in areas along the existing driveway and parking lots. Place and compact material in areas as determined by Township representative. Bid and paid per TON.

## **ADA COMPLIANT ACCESS TO PICNIC AREAS**

### **ITEM 7.01 – 9.5mm WEARING COURSE, 2” DEPTH (DCNR FUNDED)**

This item is for the labor, material and installation of Superpave Asphalt Mixture Design, WMA Wearing Course, PG 64-22, 0.3 < 3 million ESAL’s, 9.5 mm mix, 2” depth, SRL-H. Exact location of wearing course shall be determined by a Township Representative prior to construction. Grading of the existing base material to achieve ADA compliant slopes is considered incidental to this pay item. Bid and paid per SQUARE YARD.

### **ITEM 7.02 – 2A STONE, 4” DEPTH (DCNR FUNDED)**

This work is for the furnishing, placement and compaction of 2A stone at locations as determined by Township Representative during construction. If suitable subgrade material is not located, as determined by a Township Representative, additional material may be removed at an increment of four (4) inches until suitable material is located and is incidental to this item. Compact the stone in four (4) inch lifts. Bid and paid per SQUARE YARD.

### **ITEM 7.03 – ADA ACCESSIBLE PATHWAY LARGE SIGN (DCNR FUNDED)**

This item is for the labor and material to install sign. The sign shall be mounted on a Type B post or Township approved equal, and installed in the location indicated on the plan.

Sign to be fabricated according to the detail on the plan and of the size as indicated. Mount sign 5-feet from the ground to the bottom of sign. Bid and paid as an EACH item.

### **ADA ACCESSIBLE PICNIC AREA 1**

#### **ITEM 8.01 – GRADING AND EXCAVATION (DCNR FUNDED)**

This item is for the site preparation for the installation of Picnic Area 1. Topsoil shall be removed and fill placed and compacted to bottom of stone elevation. Class 1 Excavation shall be done in accordance with Section 203 or PennDOT Publication 408, latest edition. Waste material is to be hauled by the contractor to a location within the Township and is considered incidental to this pay item. Bid and paid as a LUMP SUM item.

#### **ITEM 8.02 – CONCRETE PAD (DCNR FUNDED)**

This item is for the labor, material and installation for the concrete pad at Picnic Area 1. The placement and compaction of the 2B stone is considered incidental to this item. Installation of the concrete pad must meet the 2010 ADA Standards for Accessible Design. Bid and paid per SQUARE YARD.

### **ADA ACCESSIBLE PICNIC AREA 2**

#### **ITEM 9.01 – GRADING AND EXCAVATION (DCNR FUNDED)**

This item is for the site preparation for the installation of Picnic Area 2. Topsoil shall be removed and fill placed and compacted to bottom of stone elevation. Class 1 Excavation shall be done in accordance with Section 203 or PennDOT Publication 408, latest edition. Waste material is to be hauled by the contractor to a location within the Township and is considered incidental to this pay item. Bid and paid as a LUMP SUM item.

#### **ITEM 9.02 – CONCRETE PAD (DCNR FUNDED)**

This item is for the labor, material and installation for the concrete pad at Picnic Area 1. The placement and compaction of the 2B stone is considered incidental to this item. Installation of the concrete pad must meet the 2010 ADA Standards for Accessible Design. Bid and paid per SQUARE YARD.

### **PICNIC TABLES**

#### **ITEM 10.01 – INSTALL PICNIC TABLE – 4 SEATS (DCNR FUNDED)**

This item will be for the assembly and installation of picnic tables on concrete pad. Picnic tables to be DuMor Inc. Pedestal Table 76 Series PL-4 or Township approved equal. Tables will be purchased by the Township. Install picnic tables per manufacturers specifications and at the locations shown on the plans. Any hardware or mounting devices necessary for installation are considered incidental to this item. Bid and paid as an EACH item.

#### **ITEM 10.02 – PURCHASE PICNIC TABLE – 4 SEATS (DCNR FUNDED)**

This item will be for the purchase of picnic tables by the Township through CoStars. Picnic tables to be DuMor Inc. Pedestal Table 76 Series PL-4 or Township approved equal. This

is a NO BID item.

**ITEM 10.03 – INSTALL PICNIC TABLE – 3 SEATS ADA ACCESSIBLE (DCNR FUNDED)**

This item will be for the assembly and installation of picnic tables on concrete pad. Picnic tables to be DuMor Inc. Pedestal Table 76 Series PL-3 or Township approved equal. Tables will be purchased by the Township. Install picnic tables per manufacturers specifications and at the locations shown on the plans. Any hardware or mounting devices necessary for installation are considered incidental to this item. Bid and paid as an EACH item.

**ITEM 10.04 – PURCHASE PICNIC TABLE – 3 SEATS ADA ACCESSIBLE (DCNR FUNDED)**

This item will be for the purchase of picnic tables by the Township through CoStars. Picnic tables to be DuMor Inc. Pedestal Table 76 Series PL-3 or Township approved equal. This is a NO BID item.

**TRAIL IMPROVEMENTS**

**ITEM 11.01 – ADA ACCESSIBLE TRAIL (DCNR FUNDED)**

This item is for the labor, equipment and materials to install trail surface aggregate mixture in the area shown on the plan. Refer to Technical Bulletin – Trail Surface Aggregate (TSA) dated 10/2013 (attached). Contractor to submit mix design during shop drawing review. The mix and installation methods must meet the 2010 ADA Standards for Accessible Design. Testing and certification of material and installation shall be consistent with Trail Surface Aggregate (TSA) Technical Bulletin (10/2013). Contractor shall conduct and document all testing in accordance with testing standards as listed in Technical Bulletin. Copies of test results shall be submitted to Township Representative. Contractor to remove 4 inches of existing gravel, regrade and compact. Install 4-inches of TSA in area shown on the plan. In areas where there is less than 4-inches of existing stone, install Class 3 Geotextile and is considered incidental to this item. Bid and paid per SQUARE YARD.

**ITEM 11.02 – ADA ACCESSIBLE INNER TRAIL CONNECTION (DCNR FUNDED)**

This item is for the labor, equipment and materials to install trail surface aggregate mixture in the area shown on the plan. Refer to Technical Bulletin – Trail Surface Aggregate (TSA) dated 10/2013 (attached). Contractor to submit mix design during shop drawing review. The mix and installation methods must meet the 2010 ADA Standards for Accessible Design. Testing and certification of material and installation shall be consistent with Trail Surface Aggregate (TSA) Technical Bulletin (10/2013). Contractor shall conduct and document all testing in accordance with testing standards as listed in Technical Bulletin. Copies of test results shall be submitted to Township Representative. Remove topsoil along the trail. Placement and compaction of 2A stone is considered incidental to this item. Installation of Class 3 Geotextile is considered incidental to this item. Bid and paid per SQUARE YARD.

**ITEM 11.03 – TRAIL SIGN (PARKING LOT) (DCNR FUNDED)**

This item is for the labor and material to install sign. The sign shall be mounted on a Type

B post or Township approved equal, and installed in the location indicated on the plan. Sign to be fabricated according to the detail on the plan and of the size as indicated. Mount sign 5-feet from the ground to the bottom of sign. Bid and paid as an EACH item.

**ITEM 11.05 – 4” WHITE PAINT (DCNR FUNDED)**

This work is for the furnishing and application of waterborne pavement markings at a width of 4-inches in the areas identified on the plans. The installation shall be consistent with Section 962 of PennDOT Pub 408, latest edition. Bid and paid per LINEAR FOOT.

**ITEM 11.06 – HANDICAP SYMBOL (DCNR FUNDED)**

This work is for the furnishing and application of waterborne pavement markings for the handicap symbol in the areas identified on the plans. The installation shall be consistent with Section 962 of PennDOT Pub 408, latest edition, and PennDOT TC 8600, latest edition. Bid and paid as an EACH item.

**ITEM 11.07 – CONCRETE TIRE STOP (DCNR FUNDED)**

This item is for the procurement and installation of concrete tire stops. Tire stops shall be precast to the size as indicated on plan. Use #5 rebar dowels to anchor tire stops to pavement. Center the curb tire stops in the parking space. Bid and paid as an EACH item.

**ITEM 11.08 – PEDESTRIAN TRAIL IMPROVEMENTS**

This item is for the labor, material and equipment to install 6” thick hardwood chip trail for pedestrian use. Contractor to provide submittal for approval prior to installation. Install trail at the location indicated by Township representative. The material and installation of Class 3 Geotextile is incidental to this pay item. Trail to be sloped in the direction of natural land flow. Bid and paid per SQUARE YARD.

**ITEM 11.09 – EQUESTRIAN TRAIL IMPROVEMENTS**

This item is for the labor, material and equipment to install 6” thick hardwood chip trail for equestrian use. Contractor to provide submittal for approval prior to installation. Install trail at the location indicated by Township representative. The material and installation of Class 3 Geotextile is incidental to this pay item. Trail to be sloped in the direction of natural land flow. Bid and paid per SQUARE YARD.

**POND IMPROVEMENTS**

**ITEM 12.01 – REMOVE INVASIVE SPECIES FROM POND**

This item will for the removal of invasive species from pond. Bid and paid as LUMP SUM.

**SITE AMENITIES**

**ITEM 13.01 – INSTALLATION OF BENCH ON CONCRETE PAD (DCNR FUNDED)**

This item is for the assembly and installation of concrete pad and bench. The bench shall be DuMor Inc. 6’ Bench – 105 Series PL or Township approved equal and will be purchased by the Township through CoStars Program. Assemble and install bench per

manufacturer's specifications. Any anchoring hardware not supplied by manufacturer needed for installation of the bench shall be galvanized and considered incidental to the bid item. Concrete shall be installed per PennDOT specifications and the included drawings and details. After install, the area along the concrete pad must be graded, topsoiled, seeded and mulched and is incidental to pay item. Any disturbed areas to receive 6" of topsoil, seed and mulch. Bid and paid as an EACH item.

**ITEM 13.02 – INSTALLATION OF ADA ACCESSIBLE BENCH ON CONCRETE PAD (DCNR FUNDED)**

This item is for the assembly and installation of concrete pad and bench. The bench shall be DuMor Inc. 6' Bench – 105 Series PL or Township approved equal and will be purchased by the Township through CoStars Program. Assemble and install bench per manufacturer's specifications. Any anchoring hardware not supplied by manufacturer needed for installation of the bench shall be galvanized and considered incidental to the bid item. Concrete shall be installed per PennDOT specifications and the included drawings and details. After install, the area along the concrete pad must be graded, topsoiled, seeded and mulched and is incidental to pay item. Any disturbed areas to receive 6" of topsoil, seed and mulch. Bid and paid as an EACH item.

**ITEM 13.03 – PURCHASE OF BENCH**

This item is for the purchase of benches. The bench shall be DuMor Inc. 6' Bench – 105 Series PL or Township approved equal and will be purchased by the Township. Township representative will coordinate delivery with Contractor. This is a NO BID item.

**ITEM 13.04 – INSTALLATION OF BIKE RACK**

This item is for the assembly and installation of bike racks. The bike rack shall be DuMor Inc. 4 Hoop Bike Rack 130-40 or Township approved equal and will be purchased by the Township. Assemble and install bike rack per manufacturer's specifications. Any anchoring hardware not supplied by manufacturer needed for installation of the bench shall be galvanized and considered incidental to the bid item. Concrete shall be installed per PennDOT specifications and the included drawings and details. Any disturbed areas to receive 6" of topsoil, seed and mulch and is considered incidental to this item. Bid and paid as an EACH item.

**ITEM 13.05 – PURCHASE OF BIKE RACK**

This item is for the purchase of bike racks. The bike rack shall be DuMor Inc. 4 Hoop Bike Rack 130-40 or Township approved equal and will be purchased by the Township. Township representative will coordinate delivery with Contractor. This is a NO BID item.

**ITEM 13.06 – INSTALLATION OF EDUCATIONAL SIGNS (DCNR FUNDED)**

This item is for the installation of educational signs. The signs will be purchased by the Township and provided to Contractor for installation. Assemble and install signs per manufacturer's specifications. Any anchoring hardware not supplied by manufacturer needed for installation of the signs shall be galvanized and considered incidental to the bid item. Concrete shall be installed per PennDOT specifications and the included drawings and details. Any disturbed areas to receive 6" of topsoil, seed and mulch and is considered incidental to this item. Bid and paid as an EACH item.

## **SPLIT RAIL FENCE**

### **ITEM 14.01 – INSTALL SPLIT RAIL FENCE FOR PLAY AREA**

This item is for the installation of wooden split rail fence and wood posts. The fence shall be R&S Fence 4' – 3 Rail Split Rail Fence or Township approved equal. Fence to be installed per material supplier's specifications. Install 12" wide UnderFence Mow Strip, or Township approved equal along entire length of fence line per manufacturer's specifications and is considered incidental to this item. Install 4' tall 2" X 2" welded wire mesh fence, or Township approved equal, along entire length of fence and is considered incidental to this item. The Township will purchase wooden posts (end, corner and line posts), wooden rails, and welded wire. Any hardware not supplied by R&S Fence but necessary for installation is considered incidental to this item. After install, the area around the fence posts must be graded, topsoiled, seeded and mulched to the satisfaction of the Township Representative and is incidental to this item. Bid and paid per LINEAR FOOT.

### **ITEM 14.02 – PURCHASE SPLIT RAIL FENCE FOR PLAY AREA**

This item is for the purchase (by Township) of wooden split rail fence, wood posts and welded wire. The fence shall be R&S Fence 4' – 3 Rail Split Rail Fence. Township Representative will coordinate delivery with Contractor. This is a NO BID item.

## **LANDSCAPING**

### **ITEM 15.02 – LANDSCAPE BOULDERS FOR PARKING AREA**

This item is for the labor, material and equipment to install landscape boulders in the area indicated on the plan. Boulders shall be roughly 4-feet wide, 4-feet long and 4-feet tall. Color variety shall be gray and brown hues to match existing landscape. Final location of boulders shall be as directed by Township Representative. Bid and paid as an EACH item.

### **ITEM 15.03 – RED MAPLE**

This item is for procurement and installation of Red Maple trees specified on the plans. Tree shall be a minimum of 2" caliper. Stakes shall be placed at the locations shown on the plan and marked with tree species for identification. Trees shall be marked with species from nursery. Locations shall be approved by Township Representative prior to planting. Stake trees as required to keep them upright or at direction of Township Representative. Bid and paid as an EACH item.

### **ITEM 15.04 – RED OAK**

This item is for procurement and installation of Red Oak trees specified on the plans. Tree shall be a minimum of 2" caliper. Stakes shall be placed at the locations shown on the plan and marked with tree species for identification. Trees shall be marked with species from nursery. Locations shall be approved by Township Representative prior to planting. Stake trees as required to keep them upright or at direction of Township Representative. Bid and paid as an EACH item.

### **ITEM 15.04 – EASTERN RED CEDAR**

This item is for procurement and installation of Red Cedar trees specified on the plans.

Trees shall be a minimum of 6 ft. tall. Stakes shall be placed at the locations shown on the plan and marked with tree species for identification. Trees shall be marked with species from nursery. Locations shall be approved by Township Representative prior to planting. Stake trees as required to keep them upright or at direction of Township Representative. Bid and paid as an EACH item.

#### **ITEM 15.04 – EASTERN HEMLOCK**

This item is for procurement and installation of Canadian Hemlock trees specified on the plans. Tree shall be a minimum of 6 ft. tall. Stakes shall be placed at the locations shown on the plan and marked with tree species for identification. Trees shall be marked with species from nursery. Locations shall be approved by Township Representative prior to planting. Stake trees as required to keep them upright or at direction of Township Representative. Bid and paid as an EACH item.

### **STORMWATER BMP'S**

#### **ITEM 16.01 – BMP #1 – PARKING LOT RAIN GARDEN (DCNR FUNDED)**

This item is for the labor, material and equipment to excavate and construct rain garden near the parking lot as shown on the plan. Excavate bottom to desired elevation and scarify existing soil surfaces. Contractor to be careful to not compact bottom of rain garden and shall be protected with construction fencing. Any embankments shall get erosion control matting installed as soon as complete. All pipes, fittings, drainage structures, plantings and amended soils are considered incidental to this item. Install vegetative plantings in bottom of basin per planting schedule. Install outlet structure and pipe as shown on the plan. See plan for construction detail and installation sequence. After install, the area around the basin must be graded, topsoiled, seeded and mulched to the satisfaction of the Township Representative and is incidental to this item. Bid and paid as a LUMP SUM item.

#### **ITEM 16.02 – BMP #2 – RAIN GARDEN**

This item is for the labor, material and equipment to excavate and construct rain garden near the parking lot as shown on the plan. Excavate bottom to desired elevation and scarify existing soil surfaces. Contractor to be careful to not compact bottom of rain garden and shall be protected with construction fencing. Any embankments shall get erosion control matting installed as soon as complete. All pipes, fittings, drainage structures, plantings and amended soils are considered incidental to this item. Install vegetative plantings in bottom of basin per planting schedule. Install outlet structure and pipe as shown on the plan. See plan for construction detail and installation sequence. After install, the area around the basin must be graded, topsoiled, seeded and mulched to the satisfaction of the Township Representative and is incidental to this item. Bid and paid as a LUMP SUM item.

#### **ITEM 16.03 – BMP #3 – INFILTRATION TRENCH**

This item for the installation of the infiltration trench. Install underdrain and restore trench as shown on the details. Incidental to this item is the removal of existing riser pipe, two existing inlets, and cleanout. See plan for construction detail and installation sequence. After installation, any disturbed area along the trench must be graded, topsoiled, seeded and mulched to the satisfaction of the Township Representative and is



incidental to this item. Bid and paid as a LUMP SUM item.

## **STORMWATER CONVEYANCE SYSTEM**

### **ITEM 18.01 – TYPE M INLET**

This item is for the installation of a Type M inlet. All structures shall be from PennDOT approved suppliers. Structures shall be installed per PennDOT specifications and the included drawings and details. Low flow channels 12” high around the outer edge of the inlet box shall be installed in all inlets using Class A Concrete to channel the flow in the inlet toward the outlet pipe. All pipe penetrations shall be sealed with a suitable non-shrink grout (see Section 1001.2(d)) and shall fill all voids at the penetration, providing a smooth transition between the pipe and the structure. Bricks are not permitted. After placement, the area around the inlet must be graded, topsoiled, seeded and mulched to the satisfaction of the Township Representative and is incidental to this item. Bid and paid as an EACH item.

### **ITEM 18.02 – MANHOLE, ROUND BOX**

This item is for the installation of a manhole, round box. All structures shall be from PennDOT approved suppliers. Structures shall be installed per PennDOT specifications and the included drawings and details. Low flow channels 12” high around the outer edge of the manhole shall be installed in all manholes using Class A Concrete to channel the flow in the structure toward the outlet pipe. All pipe penetrations shall be sealed with a suitable non-shrink grout (see Section 1001.2(d)) and shall fill all voids at the penetration, providing a smooth transition between the pipe and the structure. Bricks are not permitted. After placement, the area around the manhole must be graded, topsoiled, seeded and mulched to the satisfaction of the Township Representative and is incidental to this item. Bid and paid as an EACH item.

### **ITEM 18.03 – 15” HDPE PIPE**

This item is for the installation of plastic pipe. All pipe shall be from PennDOT approved suppliers. Any fittings needed for installation of the plastic pipe are incidental to the bid item. Pipes shall be installed per PennDOT specifications and the included drawings and details. All pavement edges shall be sawcut prior to demolition. Removal of existing inlet boxes is incidental to this item. After install, the area along the trench must be graded, topsoiled, seeded and mulched and is incidental to pay item. Any disturbed areas to receive 6” of topsoil, seed and mulch. Any removal of the existing pipe or structures that conflicts with the installation of pipe incidental to this item. Bid and paid per LINEAR FOOT.

### **ITEM 18.04 – 12” HDPE PIPE**

This item is for the installation of plastic pipe. All pipe shall be from PennDOT approved suppliers. Any fittings needed for installation of the plastic pipe are incidental to the bid item. Pipes shall be installed per PennDOT specifications and the included drawings and details. All pavement edges shall be sawcut prior to demolition. Removal of existing inlet boxes is incidental to this item. After install, the area along the trench must be graded, topsoiled, seeded and mulched and is incidental to pay item. Any disturbed areas to receive 6” of topsoil, seed and mulch. Any removal of the existing pipe or structures that conflicts with the installation of pipe incidental to this item. Bid and paid per LINEAR FOOT.

## **EROSION & SEDIMENT CONTROL**

### **ITEM 19.01 – E&S CONTROLS**

This item is for the installation, maintenance and removal of all erosion and sedimentation pollution controls required for the construction of the project. All areas must be properly stabilized prior to removing any controls and any areas disturbed during removal of the controls must be restored. Anticipated work includes installation of rock construction entrances, silt socks, concrete washout area, temporary stream crossings, mulching and seeding of disturbed areas. The contractor shall be responsible for all damage that may occur should the work site be flooded during construction. Bid and paid as LUMP SUM.

## **MOBILIZATION**

### **ITEM 20.01 – MOBILIZATION**

This work is for the preparation of the site to perform the work, stockpiling of materials and equipment, and construction stakeout. Any material storage locations must be approved by the Township Representative prior to placement of materials. During project stakeout, there may be discrepancies between plan and actual field locations related to the stakeout of any item. All stakeout shall be confirmed by Township Representative. All work shall be done in accordance with PennDOT Publication 408 Section 608. Bid and paid as LUMP SUM.

## **NATURE PLAY AREA**

### **ITEM 21.01 – EDGING (DCNR FUNDED)**

This work is for the purchase and installation of edging with stake pockets on inside of bed. Top of edging not to exceed 1/2" above finish grade. All steel landscape edging shall be 1/4" thick X 5" deep X 16' long with at least 5 stakes per section, having a brown paint finish, as distributed by Sure-loc Aluminum Edging Corporation and under its trade name Sure-loc or Township approved equal. Bid and paid per LINEAR FOOT.

### **ITEM 21.02 – BURKE LITTLE DIGGER, 590-0064 (DCNR FUNDED)**

This work is for the purchase and installation of equipment. Install pebble pit diggers per manufacturer's details. Refer to detail titled "Little Digger", 590-0064. Bid and paid as an EACH item.

### **ITEM 21.03 – BURKE LITTLE DIGGER ADA, 590-0063 (DCNR FUNDED)**

This work is for the purchase and installation of equipment. Install pebble pit diggers per manufacturer's details. Refer to detail titled "Little Digger ADA, 590-0063". Bid and paid as an EACH item.

### **ITEM 21.04 – PEBBLE PIT EDGING (DCNR FUNDED)**

This work is for the preparation of the site to perform the work, stockpiling of materials and equipment to install pebble pit edging. Edging for pebble pit is composed of stacked country fieldstone. Installation of Class 3 geotextile landscape fabric under the edging is

considered incidental to this item. Bid and paid as a LUMP SUM item.

**ITEM 21.05 – PEBBLE PIT INFILL (DCNR FUNDED)**

This work is for the preparation of the site to perform the work, stockpiling of materials and equipment, and construction stakeout. Infill material composed of 3/8” Conestoga Blend River Rock Gravel to a depth of 8” per detail titled “Pebble Pit”. Install Class 3 geotextile landscape fabric under the pebble infill and is considered incidental to this item. Bid and paid per SQUARE YARD.

**ITEM 21.06 – HONEY LOCUST (DCNR FUNDED)**

This item is for procurement and installation of Honey Locust trees as specified on the plans. Install per specifications provided per detail titled, “Nature Play Landscape Details”. Bid and paid as an EACH item.

**ITEM 21.07 – WHITE PINE (DCNR FUNDED)**

This item is for procurement and installation of White Pine trees as specified on the plans. Install per specifications provided per detail titled, “Nature Play Landscape Details”. Bid and paid as an EACH item.

**ITEM 21.08 – FLOWERING DOGWOOD (DCNR FUNDED)**

This item is for procurement and installation of Flowering Dogwood trees as specified on the plans. Install per specifications provided per detail titled “Nature Play Landscape Details”. Bid and paid as an EACH item.

**ITEM 21.09 – EMERALD SENTINEL RED CEDAR (DCNR FUNDED)**

This item is for procurement and installation of Emerald Sentinel Red Cedar trees as specified on the plans. Install per specifications provided per detail titled “Nature Play Landscape Details”. Bid and paid as an EACH item.

**ITEM 21.10 – COMPACTED FINES PATH (DCNR FUNDED)**

This work is for the labor, material and installation of compacted fines path. Provide and install the compacted fines paths at the location indicated on the plan and per the detail titled “Compacted Fines Path”. Installation of Class 3 Geotextile and 2A Modified Aggregate are considered incidental to this item. Bid and paid per SQUARE FOOT.

**ITEM 21.11 – SAND PIT (DCNR FUNDED)**

This work is for the labor, material and installation of sand pit. Provide and install the sand pit at the location indicated on the plan and per the detail titled “Sand”. Installation of Class 3 Geotextile and 2A Modified Aggregate are considered incidental to this item. Bid and paid per SQUARE YARD.

**ITEM 21.12 – PLAYGROUND MULCH (DCNR FUNDED)**

This work is for the labor, material and installation of playground mulch. Provide and install the playground mulch at the location indicated on the plan and per the detail titled

“Playground Mulch”. Installation of Class 3 Geotextile is considered incidental to this item. Bid and paid per SQUARE FOOT.

**ITEM 21.13 – WOOD NATURE PLAY ELEMENTS (DCNR FUNDED)**

This work is for the labor, material and installation of wood nature play elements. Install play elements per details titled “Tree Limb Lodge”, “Balance Logs”, “Climbing Trees” and “Maze to Calming Area”. Sand all exposed cut surfaces and sharp edges on wooden elements to a smooth finish. Remove all loose bark and limbs with less than a 6” diameter. Where units overlap, they should be keyed together in such a way to prevent movement. Bid and paid as a LUMP SUM item.

**ITEM 21.17 – NATURAL PLAYGROUNDS COMPANY PEBBLE HARP, NMS-PHR (DCNR FUNDED)**

This work is for the labor, material and installation of sound feature. Install Natural Playgrounds Company Pebble Harp, NMS-PHR per manufacturer’s details. Bid and paid as a LUMP SUM item.

**ITEM 21.18 – NATURAL PLAYGROUNDS COMPANY MUSICAL FENCE, NMS-MF4 (DCNR FUNDED)**

This work is for the labor, material and installation of sound feature. Install Natural Playgrounds Company Musical Harp, NMS-MF4 per manufacturer’s details. Bid and paid as a LUMP SUM item.

**ITEM 21.19 – WOODLAND OVERLOOK DECK (DCNR FUNDED)**

This work is for the preparation of the site to perform the work, stockpiling of materials and equipment, and construction stakeout. Install wood deck per detail titled “Woodland Overlook”. Contractor is responsible preparing drawings and procuring a Building Permit from the Township prior to installation. Wood material to be Copper Azole type C treated pine or Township approved equal. Bid and paid as a lump sum item.

**ITEM 21.20 – MEADOW SEEDING (DCNR FUNDED)**

This work is for the preparation of the site to perform the work, stockpiling of materials and equipment, and construction stakeout for seeding. Follow the Meadow Seeding and Establishment Notes for weed control and seeding area preparation. Provide and install the following seed mixes per manufacturer methodology:

1. 1/2 lb. of Ernst Butterfly and Hummingbird Mix (ERNMX-179) per 1,000 sq. ft.
2. 3/4 lb. of Grain Rye cover crop per 1,000 sq. ft.

**ITEM 21.21 – DISTURBED TURF AREAS (DCNR FUNDED)**

This work is for the preparation of the site to perform the work, stockpiling of materials and equipment, and construction stakeout for repair of disturbed turf areas. Incorporate by discing into the top 2” of the topsoil the following:

1. Agricultural limestone at 50 lbs./1000 S.F.
2. Fertilizer (5-10-5) at 30 lbs./1000 S.F.

Seeding mix: apply grass seed composed of the following varieties which shall be mixed in the proportions and shall test the minimum percentages of purity and germination

specified:

Mixture A: (Seed Rate @ 4-1/2 LBS./1,000 S.F. or 200 LB./Acre

Prop. by Wt.	Common Name	Max.%	Max.%	Min.%
30%	Hybrid KY. Bluegrass	80	95	0.02
30%	Hybrid turf type Tall Fescue	80	95	0.02
40%	Hybrid Perennial Rye	80	95	0.02

Firm seed bed with roller and mulch with salt hay and asphaltic tack coat or hydro mulch at the rate of 1,500 lbs. per acre. All lawn work including the repair of washouts, gullies, etc. shall be guaranteed for one calendar year from the date of completion of installation. Sod (if required) shall be same as seed mix and installed in accordance with American Association of Sod Producers' Standards.

#### **ITEM 21.22 – CEDAR ARBOR (DCNR FUNDED)**

This work is for the labor, material and installation of cedar arbor. Provide and install the cedar Arbor per detail titled "Cedar Arbor Detail". Arbor to be knotty grade cedar and surface four side (S4S) textured finish. Bid and paid as a LUMP SUM item.

#### **ITEM 21.23 – TUNNEL MOUNDS (DCNR FUNDED)**

This work is for the labor, material and installation of tunnel mounds. Provide and install corrugated plastic pipe sized 6' long with a 36" diameter. Fill in the area around the pipe with soil from onsite to meet the finished grade following the specifications on the tunnel mounds detail. Install Foxfield Blend Landscaping Stone, stacked and keyed together to prevent any movement, around the faces of the pipe entrances. Bid and paid as a LUMP SUM item.

### **SIGN PLANTING AREA**

#### **ITEM 22.01 – BLUE HAW**

This item is for procurement and installation of Blue Haw shrubs as specified on the plans. Install per specifications provided per detail titled, "Sign Planting". Bid and paid as an EACH item.

#### **ITEM 22.02 – BLACK EYED SUSAN**

This item is for procurement and installation of Black-Eyed Susan perennials as specified on the plans. Install per specifications provided per detail titled, "Sign Planting". Bid and paid as an EACH item.

#### **ITEM 22.03 – PURPLE CONEFLOWER**

This item is for procurement and installation of Purple Coneflower perennials as specified on the plans. Install per specifications provided per detail titled, "Sign Planting". Bid and paid as an EACH item.

#### **ITEM 22.04 – BEE BALM**

This item is for procurement and installation of Bee Balm perennials as specified on the

plans. Install per specifications provided per detail titled, "Sign Planting". Bid and paid as an EACH item.

**ITEM 22.05 – COMPACTED FINES PATH**

This work is for the labor, material and installation of compacted fines path. Provide and install the compacted fines paths at the location indicated on the plan and per the detail titled "Compacted Fines Path". Installation of Class 3 Geotextile and 2A Modified Aggregate are considered incidental to this item. Bid and paid per SQUARE FOOT.

**ADD ITEMS**

**ADD ITEM 1 - SPLIT RAIL FENCE FOR GRAVEL LOOP**

**ITEM 14.03 – INSTALL SPLIT RAIL FENCE AROUND GRAVEL LOOP**

This item is for the purchase of pre-cast concrete posts and the installation of wooden split rail fence rails and pre-cast concrete posts. The fence shall have pre-cast concrete posts that match the existing fence. Shop drawings shall be submitted to Township Representative prior to ordering post. Rails to be supplied by R&S Fence and match the rails for the Dog Run Area and Play Area fencing or Township approved equal. The Township will purchase wooden rails. Fence to be installed per material supplier's specifications. Any hardware not supplied by R&S Fence but necessary for installation is considered incidental to this item and purchased by contractor. After install, the area around the fence posts must be graded, topsoiled, seeded and mulched to the satisfaction of the Township Representative and is incidental to this item. Bid and paid per LINEAR FOOT.

**ITEM 14.04 – PURCHASE SPLIT RAIL FENCE FOR GRAVEL LOOP**

This item is for the purchase (by Township) of wooden split rails. The fence shall be R&S Fence 4' – 3 Rail Split Rail Fence. Township Representative will coordinate delivery with Contractor. This is a NO BID item

**ADD ITEM 2 - SPLIT RAIL FENCE FOR DOG RUN AREA**

**ITEM 14.05 – INSTALL SPLIT RAIL FENCE FOR DOG RUN AREA**

This item is for the installation of wooden split rail fence and wood posts. The fence shall be R&S Fence 4' – 3 Rail Split Rail Fence or Township approved equal. Fence to be installed per material supplier's specifications. Install 12" wide UnderFence Mow Strip, or Township approved equal along entire length of fence line per manufacturer's specifications and is considered incidental to this item. Install 4' tall 2" X 2" welded wire mesh fence, or Township approved equal, along entire length of fence and is considered incidental to this item. The Township will purchase wooden posts (end, corner and line posts), wooden rails, and welded wire. Any hardware not supplied by R&S Fence but necessary for installation is considered incidental to this item. After install, the area around the fence posts must be graded, topsoiled, seeded and mulched to the satisfaction of the Township Representative and is incidental to this item. Bid and paid per LINEAR FOOT.

**ITEM 14.06 – PURCHASE SPLIT RAIL FENCE FOR DOG RUN AREA**

This item is for the purchase (by Township) of wooden split rail fence, wood posts and welded wire. The fence shall be R&S Fence 4' – 3 Rail Split Rail Fence. Township Representative will coordinate delivery with Contractor. This is a NO BID item.

#### **ITEM 14.07 – INSTALL DOG RUN GATE**

This item is for the installation of split rail fence gate for the Dog Run Area. The gate shall be supplied from R&S Fence or Township approved equal and will be purchased by the Township. Install 4' tall 2" X 2" welded wire mesh fence, or Township approved equal, along entire length of gate and is considered incidental to this item. Any hardware not supplied by R&S Fence but necessary for installation is considered incidental to this item. Bid and paid as an EACH item.

#### **ITEM 14.08 – PURCHASE SPLIT RAIL FENCE GATE**

This item is for the purchase (by Township) of wooden split rail fence gate, gate hinges, and latches. The gate shall be supplied from R&S Fence or Township approved equal. This is NO BID item.

### **ADD ITEM 3 - LANDSCAPING**

#### **ITEM 15.01 – LANDSCAPE BOULDERS FOR TRAIL SEPARATION**

This item is for the labor, material and equipment to install landscape boulders in the area indicated on the plan. Boulders shall be roughly 4-feet wide, 4-feet long and 4-feet tall. Color variety shall be gray and brown hues to match existing landscape. Final location of boulders shall be as directed by Township Representative. Bid and paid as an EACH item.

### **ADD ITEM 4 - GREENSPACE / WILDFLOWER PLANTING AREA**

#### **ITEM 17.01 – GREENSPACE / WILDFLOWER PLANTING AREA**

This item is for planting wildflower seeds in area as shown on plan. Seeds shall be from Ernst Seed Co. – Low Growing Wildflower and Grass Mix (ERNMX-156) or Township approved equal. Area shall be staked out and verified with Township Representative prior to planting. Minimize disturbance to the area by install seed using a no drill till operation as specified by manufacturer. Bid and paid as a SQUARE FOOT item.

### **ADD ITEM 5 – NATURE PLAY AREA**

#### **ITEM 21.14 – CLIMBING BOULDERS (DCNR FUNDED)**

This work is for the preparation of the site to perform the work, stockpiling of materials and equipment, and construction stakeout to install climbing boulders. Provide and install boulders for climbing up to the slide and climbing rocks in the playground mulch from Rolling Rock Building Stone, Foxfield Blend Landscaping Stone, 2' height minimum, or Township approved equivalent. Boulders for climbing to the slide shall be stacked into the embankment and keyed together so it is impossible to shift. 6 boulders shall be installed in the playground mulch, and stacked and keyed together, if possible, for climbing. Bid and paid as a LUMP SUM item.

**ITEM 21.15 – SLIDE (DCNR FUNDED)**

This work is for the preparation of the site to perform the work, stockpiling of materials and equipment, and construction stakeout to install slide. Provide and install the embankment slide per manufacturer’s details. Slide shall be Timberform Embankment Curved Slide Chute, Model No. 1650-83-01-EMB, tan, or Township approved equivalent. Bid and paid as a LUMP SUM item.

**ITEM 21.16 – SLIDE OBSERVATION DECK (DCNR FUNDED)**

This work is for the preparation of the site to perform the work, stockpiling of materials and equipment, and construction stakeout. Install wood deck per detail titled “Slide Observation Deck”. Contractor is responsible for preparing drawings and procuring a Building Permit from the Township prior to installation. Wood material to be Copper Azole type C treated pine or Township approved equal. Installation and purchase of stump steps, material and all hardware required for installation, is considered incidental to this item. Bid and paid as a LUMP SUM item.

**ADD ITEM 6 - OUTDOOR CLASSROOM**

**ITEM 11.04 – TRAIL SIGN (OUTDOOR CLASSROOM) (DCNR FUNDED)**

This item is for the labor and material to install sign. The sign shall be mounted on a Type B post or Township approved equal, and installed in the location indicated on the plan. Sign to be fabricated according to the detail on the plan and of the size as indicated. Mount sign 5-feet from the ground to the bottom of sign. Bid and paid as an EACH item.

**ITEM 23.01 – GREEN GIANT ARBORVITAE**

This work is for the preparation of the site to perform the work, stockpiling of materials and equipment, and construction stakeout. a. Provide and install the following plant material per specifications provided on sheet ##, Sign Planting:

**ITEM 23.02 – COMPACTED FINES PATH**

This work is for the labor, material and installation of compacted fines path. Provide and install the compacted fines paths at the location indicated on the plan and per the detail titled “Compacted Fines Path”. Installation of Class 3 Geotextile and 2A Modified Aggregate are considered incidental to this item. Bid and paid per SQUARE FOOT.

**ITEM 23.03 – WOOD BENCHES**

This work is for the labor, material and installation of wood benches. Install wood benches per detail titled “Log Benches”. Sand to smooth finish all exposed cut surfaces and sharp edges on wooden elements. Remove all loose bark and limbs. Where units overlap, they should be keyed together in such a way to prevent movement and is considered incidental to this item. Location of benches shall be confirmed with Township Representative prior to installation. Bid and paid as an EACH item.

**ITEM 23.04 – WOOD TABLE**

This work is for the labor, material and installation of wood table. Install wood table per the following details: Cut tree of minimum 36” diameter and 30” height. Sand top side



smooth and finish with marine varnish. Location of table shall be confirmed with Township Representative prior to installation. Bid and paid as an EACH item.

### END TECHNICAL SPECIFICATIONS

**NOTE – Any minor work items needed to complete pay items cited above, but not specifically outlined in the description above are considered incidental to that pay item. The contractor may not seek additional compensation for the minor work item, but should instead include the costs necessary to cover said work in the pay item most closely related to that work. While the list below is NOT to be considered comprehensive, the items cited below are some examples of minor work items;**

### NOTES

1. Provide CS-4171 Daily Bituminous Material Certification to the Municipality for each type of material placed.
2. Truck weight delivery slips for each truckload of asphalt material must be submitted to the municipality. The appropriate Job Mix Formula must be referenced on each delivery slip.
3. Materials and construction practices shall conform to PennDOT Publication 408 and Bulletin 14 and 15.
4. An Escalator Clause will not be provided for this project.
5. Any property damage, including but not limited to, yard areas, mailboxes, landscaping, trees, etc. are the repair responsibility of the contractor. Repairs are to be coordinated with and to the satisfaction of the TOWNSHIP Representative. The contractor may video the construction area prior to the start of construction for verification purposes. However, unless verified by contractor video, property damage shall be the determination of the TOWNSHIP Representative.
6. Any material that is to be removed must be offered to the TOWNSHIP prior to disposal.
7. Perform work in accordance with enclosed plans and construction details. Rock excavation is considered incidental to all pay items requiring excavation.
8. Seal all pavement joints with rubberized sealant. All materials and work associated with pavement joint sealing is considered incidental to the placement of the asphalt item to which it applies and are the responsibility of the Contractor.
9. Note that topsoil, seeding, mulching, grading around rip-rap apron, grading around inlets after placed, joint sealing, temporary drop-off protection or any other tasks needed to complete items contained within the schedule of prices not specifically cited within the schedule of prices are incidental to the pay item most closely associated with that work and are the responsibility of the contractor and are considered incidental construction items.
10. All pipe and structures shall be from PennDOT approved suppliers. Any fittings needed for installation of the pipe are incidental to the bid items.
11. Working hours shall be limited to 7:00 AM to 6:00 PM Monday through Friday.
12. TOWNSHIP to retain existing inlet tops, grates guiderail, signage, etc.
13. Inlets to have low flow channels installed 12” up the sides of the inlet boxes.
14. Contractor is required to contact PaONE call service.

15. Contractor is responsible for construction stakeout.
16. Coring into inlets is incidental to pay item requiring work.
17. Relocation/ resetting of existing signage, mailboxes, obstructions, etc. is an incidental item.
18. In any location where an existing cross-pipe is to be removed and replaced, the removal of the existing pipe is incidental to placement of new pipe.
19. All disturbed areas not specifically covered under a pay item, shall be topsoiled, seeded, and strawed as directed. This is considered an incidental item.
20. Removal of any existing utilities is incidental to pay item most closely related to the work.

**SUMMARY OF BID ITEMS  
OPALANIE PARK**

Item #	Description	Bid Quantity	Units
<b>BASE BID</b>			
<b>1.00</b>	<b>FUNDING ACKNOWLEDGEMENT SIGN</b>		
1.01	INSTALL FUNDING ACKNOWLEDGEMENT SIGN	1	NO BID
1.02	PURCHASE FUNDING ACKNOWLEDGEMENT SIGN	1	NO BID
<b>2.00</b>	<b>ADA ACCESSIBLE GAZEBO</b>		
2.01	ADA ACCESSIBLE GAZEBO	1	LUMP SUM
<b>3.00</b>	<b>ADA ACCESSIBLE PARKING SPACES AND ADA ACCESSIBLE PATH TO GAZEBO AND PLAY AREA</b>		
3.01	9.5mm WEARING COURSE, 2" DEPTH	125	SY
3.02	4" WHITE PAINT	320	LF
3.03	WHITE HANDICAP SYMBOL	2	EACH
3.04	HANDICAP SIGN	2	EACH
3.05	CONCRETE TIRE STOP	2	EACH
3.06	9.5mm WEARING COURSE, 2" DEPTH	50	SY
3.07	2A STONE, 4" DEPTH	50	SY
<b>4.00</b>	<b>PARKING LOT</b>		
4.01	GRADING AND EXCAVATION	1	LUMP SUM
4.02	9.5mm WEARING COURSE, 2" DEPTH	730	SY
4.03	19mm BINDER COURSE, 4" DEPTH	730	SY
4.04	2A STONE, 8" DEPTH	730	SY
4.05	CONCRETE TIRE STOP	8	EACH
4.06	4" WHITE PAINT	380	LF
4.07	WHITE HANDICAP SYMBOL	2	EACH
4.08	HANDICAP SIGN	2	EACH
<b>5.00</b>	<b>DRIVEWAY AND PARKING LOT REGRADING</b>		
5.01	DRIVEWAY AND PARKING LOT REGRADING	5,760	SY
5.02	2A STONE	100	TON
<b>6.00</b>	<b>PAVED DRIVEWAY ENTRANCE</b>		
6.01	9.5mm WEARING COURSE, 2" DEPTH	250	SY
6.02	19mm BINDER COURSE, 4" DEPTH	250	SY
6.03	2A STONE	20	TON
<b>7.00</b>	<b>ADA COMPLIANT ACCESS TO PICNIC AREAS</b>		
7.01	9.5mm WEARING COURSE, 2" DEPTH	220	SY
7.02	2A STONE, 4" DEPTH	220	SY
7.03	ADA ACCESSIBLE PATHWAY LARGE SIGN	1	EA
<b>8.00</b>	<b>ADA ACCESSIBLE PICNIC AREA 1</b>		
8.01	GRADING AND EXCAVATION	1	LUMP SUM
8.02	CONCRETE PAD	70	SY
<b>9.00</b>	<b>ADA ACCESSIBLE PICNIC AREA 2</b>		
9.01	GRADING AND EXCAVATION	1	LUMP SUM
9.02	CONCRETE PAD	70	SY
<b>10.00</b>	<b>PICNIC TABLES</b>		
10.01	INSTALL PICNIC TABLE – 4 SEATS	4	EACH
10.02	PURCHASE PICNIC TABLE – 4 SEATS	4	NO BID
10.03	INSTALL PICNIC TABLE – 3 SEATS ADA ACCESSIBLE	5	EACH
10.04	PURCHASE PICNIC TABLE – 3 SEATS ADA ACCESSIBLE	5	NO BID
<b>11.00</b>	<b>TRAIL IMPROVEMENTS</b>		
11.01	ADA ACCESSIBLE TRAIL	1,020	SY
11.02	ADA ACCESSIBLE INNER TRAIL CONNECTION	585	SY
11.03	TRAIL SIGN (PARKING LOT)	1	EA
11.05	4" WHITE PAINT	195	LF
11.06	WHITE HANDICAP SYMBOL	2	EA
11.07	CONCRETE TIRE STOP	2	EA
11.08	PEDESTRIAN TRAIL IMPROVEMENTS	1,115	SY
11.09	EQUESTRIAN TRAIL IMPROVEMENTS	2,650	SY
<b>12.00</b>	<b>POND IMPROVEMENTS</b>		
12.01	REMOVE INVASIVE SPECIES FROM POND	1	LUMP SUM

**SUMMARY OF BID ITEMS  
OPALANIE PARK**

<b>Item #</b>	<b>Description</b>	<b>Bid Quantity</b>	<b>Units</b>
	<b>BASE BID</b>		
<b>13.00</b>	<b>SITE AMENITIES</b>		
13.01	INSTALLATION OF BENCH ON CONCRETE PAD	7	EACH
13.02	INSTALLATION OF ADA ACCESSIBLE BENCH ON CONCRETE PAD	8	EACH
13.03	PURCHASE OF BENCH	15	NO BID
13.04	INSTALLATION OF BIKE RACK	3	EACH
13.05	PURCHASE OF BIKE RACK	3	NO BID
13.06	INSTALLATION OF EDUCATIONAL SIGNS	5	EACH
<b>14.00</b>	<b>SPLIT RAIL FENCE</b>		
14.01	INSTALL SPLIT RAIL FENCE FOR PLAY AREA	214	LF
14.02	PURCHASE SPLIT RAIL FOR PLAY AREA	214	NO BID
<b>15.00</b>	<b>LANDSCAPING</b>		
15.02	LANDSCAPE BOULDERS FOR PARKING AREA	7	EACH
15.03	RED MAPLE	3	EACH
15.04	RED OAK	2	EACH
15.05	EASTERN RED CEDAR	3	EACH
15.06	EASTERN HEMLOCK	2	EACH
<b>16.00</b>	<b>STORMWATER BMP'S</b>		
16.01	BMP #1 – PARKING LOT RAIN GARDEN	1	LUMP SUM
16.02	BMP #2 – RAIN GARDEN	1	LUMP SUM
16.03	BMP #3 – INFILTRATION TRENCH	1	LUMP SUM
<b>18.00</b>	<b>STORMWATER CONVEYANCE SYSTEM</b>		
18.01	TYPE M INLET	2	EACH
18.02	MANHOLE, ROUND BOX	2	EACH
18.03	15" HDPE PIPE	450	LF
18.04	12" HDPE PIPE	70	LF
<b>19.00</b>	<b>EROSION &amp; SEDIMENT CONTROL</b>		
19.01	E&S CONTROLS	1	LUMP SUM
<b>20.00</b>	<b>MOBILIZATION</b>		
20.01	MOBILIZATION	1	LUMP SUM
<b>21.00</b>	<b>NATURE PLAY AREA</b>		
21.01	EDGING	550	LF
21.02	BURKE LITTLE DIGGER, 590-0064	1	EACH
21.03	BURKE LITTLE DIGGER ADA, 590-0063	1	EACH
21.04	PEBBLE PIT EDGING	1	LUMP SUM
21.05	PEBBLE PIT INFILL	1	LUMP SUM
21.06	HONEY LOCUST	3	EACH
21.07	WHITE PINE	3	EACH
21.08	FLOWERING DOGWOOD	2	EACH
21.09	EMERALD SENTINEL RED CEDAR	6	EACH
21.10	COMPACTED FINES PATH	2,000	SF
21.11	SAND PIT	50	SF
21.12	PLAYGROUND MULCH	5,000	SF
21.13	WOOD NATURE PLAY ELEMENTS	1	LUMP SUM
21.17	NATURAL PLAYGROUNDS COMPANY PEBBLE HARP, NMS-PHR	2	EACH
21.18	NATURAL PLAYGROUNDS COMPANY MUSICAL FENCE, NMS-MF4	2	EACH
21.19	WOODLAND OVERLOOK DECK	1	LUMP SUM
21.20	MEADOW SEEDING	1,000	SF
21.21	DISTURBED TURF AREA	1,000	SF
21.22	CEDAR ARBOR	1	LS
21.23	TUNNEL MOUNDS	4	EACH
21.24	CALMING AREA	1	LUMP SUM
<b>22.00</b>	<b>SIGN PLANTING AREA</b>		
22.01	BLUE HAW	6	EACH
22.02	BLACK EYED SUSAN	20	EACH
22.03	PURPLE CONEFLOWER	15	EACH
22.04	BEE BALM	10	EACH
22.05	COMPACTED FINES PATH	210	SF

<b>SUMMARY OF BID ITEMS OPALANIE PARK</b>			
<b>Item #</b>	<b>Description</b>	<b>Bid Quantity</b>	<b>Units</b>
	<b>ADD ITEMS</b>		
<b>1.00</b>	<b>SPLIT RAIL FENCE FOR GRAVEL LOOP</b>		
14.03	INSTALL SPLIT RAIL FENCE AROUND GRAVEL LOOP	760	LF
14.04	PURCHASE SPLIT RAIL FENCE FOR GRAVEL LOOP	760	NO BID
<b>2.00</b>	<b>SPLIT RAIL FENCE FOR DOG RUN AREA</b>		
14.05	INSTALL SPLIT RAIL FENCE AROUND DOG RUN AREA	661	LF
14.06	PURCHASE SPLIT RAIL FENCE FOR DOG RUN AREA	661	NO BID
14.07	INSTALL DOG RUN GATE	4	EACH
14.08	PURCHASE DOG RUN GATE	4	NO BID
<b>3.00</b>	<b>LANDSCAPING</b>		
15.01	LANDSCAPE BOULDERS FOR TRAIL SEPARATION	25	EACH
<b>4.00</b>	<b>GREENSPACE / WILDFLOWER PLANTING AREA</b>		
17.01	GREENSPACE / WILDFLOWER PLANTING AREA	21,780	SF
<b>5.00</b>	<b>NATURE PLAY AREA</b>		
21.14	CLIMBING BOULDERS	1	LUMP SUM
21.15	SLIDE	1	LUMP SUM
21.16	SLIDE OBSERVATION DECK	1	LUMP SUM
<b>6.00</b>	<b>OUTDOOR CLASSROOM</b>		
11.04	TRAIL SIGN (OUTDOOR CLASSROOM)	1	EA
23.01	GREEN GIANT ARBORVITAE	5	EACH
23.02	COMPACTED FINES PATH	170	SF
23.03	WOOD BENCHES	10	EACH
23.04	WOOD TABLE	1	LUMP SUM

Estimated quantities are for bidding purposes only. Actual quantities shall be measured in the field and verified by the TOWNSHIP Representative. Payment for all items shall be based upon the quantities verified by the TOWNSHIP Representative and the unit price for each item as provided in the bid form. Items considered as incidental to the construction shall be included in the unit costs.

Lowest Bidder will be determined by taking the lowest total of all the Base Bid items plus any combination of Add Items the Township chooses to include. All bidders shall bid on the Base Bid. All bidders shall bid on each Add Item so that Owner may evaluate if an Add Item will or will not be included in the final project scope.

## **BID PROPOSAL DOCUMENTS**

**THE FOLLOWING DOCUMENTS  
MUST BE EXECUTED AND  
SUBMITTED WITH THE  
PROPOSAL FORM. FAILURE  
TO DO SO MAY BE CAUSE FOR  
REJECTION OF THE BID**

- PROPOSAL
- SUMMARY OF BID ITEMS
- STATEMENT OF BIDDER'S QUALIFICATIONS
- ANTI-COLLUSION AFFIDAVIT
- BID BOND
- PUBLIC WORKS EMPLOYMENT VERIFICATION FORM
- DCNR NONDISCRIMINATION / SEXUAL HARASSMENT CLAUSE (2 PAGES) – SIGNED AND DATED

## PROPOSAL

Board of Supervisors  
WEST VINCENT TOWNSHIP, CHESTER COUNTY, Pennsylvania  
Attention: Tommy Ryan, Township Manager  
729 Saint Matthews Rd, Chester Springs, PA 19425

6/23/2025

Ladies and Gentlemen:

In accordance with the Invitation for Bid, WEST VINCENT TOWNSHIP, CHESTER COUNTY, Pennsylvania ("TOWNSHIP") is inviting Proposals for:

### OPALANIE PARK

I (or We) acknowledge:

1. I (or we) have received from LTL Consultants, Ltd. the Bidding Documents, Drawings and Specifications for the Project.
2. I (or We) have carefully examined and considered both the Bidding Documents and the Project Site and submit my (or our) Proposal accordingly and as set forth in the attached Schedule of Prices.
3. Contract Award will be based on the lowest responsible Bidder meeting the Specifications on the total amount of the Schedule of Prices.
4. This proposal is valid, will remain in force, and may be held by the TOWNSHIP, for a period of ninety (90) days after the date set for the opening thereof.
5. I (or we) have attached the following documents to my (or our) Proposal, which documents are a condition of this Proposal:
  - (a) BID SECURITY: CERTIFIED CHECK, MONEY ORDER, CASH OR BIDDER'S BOND, TO THE ORDER OF/OR RUNNING TO THE TOWNSHIP IN THE AMOUNT OF \$\_\_\_\_\_ WHICH AMOUNT IS NOT LESS THAN TEN PERCENT (10%) OF THE TOTAL BID.
  - (b) STATUS OF CONTRACTS ON HAND

In submitting this Proposal, I (or we) agree:

1. To execute the Agreement and furnish the necessary bonds, to start the Work when notified in writing to do so, and to complete the same at the prices and within the time stipulated in the Invitation for Bid.
2. To perform any additional work not provided for on the Schedule of Prices or in the Specifications and Drawings, but which the TOWNSHIP may require during construction, as provided in the Agreement.

3. To confirm compliance with Act 127 of 2012, the Public Works Employment Verification Act.

SUBMITTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

---

NAME OF BIDDER (Print or Type)

---

BUSINESS ADDRESS

---

PHONE NO.

---

FAX NO.

TOWNSHIP WILL MAIL PAYMENTS TO ABOVE ADDRESS UNLESS YOU SPECIFY AN ALTERNATE BUSINESS MAILING ADDRESS BELOW.

---

ALTERNATE BUSINESS MAILING ADDRESS

DO NOT FAIL TO COMPLETE AND SIGN THE FOLLOWING SIGNATURE AND COMPANY PAGES. FAILURE TO DO SO WILL INVALIDATE THE PROPOSAL.



SIGNATURES

When Bidder is an Individual: \_\_\_\_\_

Print Name: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Print Name: \_\_\_\_\_

\*\*\*\*\*

When Bidder is a Partnership \_\_\_\_\_  
BIDDER'S NAME

Signed By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Title: \_\_\_\_\_

\*\*\*\*\*

When Bidder is a Corporation\* \_\_\_\_\_  
BIDDER'S NAME

Signed By: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Officer of the Corporation

ATTEST: \_\_\_\_\_

Secretary

(Corporate Seal)

\*\*\*\*\*

\*The corporation is organized and existing under the laws of \_\_\_\_\_ and has (has not) been registered to conduct business in the Commonwealth of Pennsylvania.

COMPLETE FOLLOWING PAGE ALSO

For the purpose of making it clear in what capacity the above is bidding, the Bidder certifies that I (or We) come (or comes) under clause (\_\_\_\_) as listed below:

(A) Individual, under the name indicated here: \_\_\_\_\_

(B) A General Partnership composed of the following General Partners: \_\_\_\_\_  
\_\_\_\_\_

(C) A Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its Principal Offices at: \_\_\_\_\_  
\_\_\_\_\_

(D) A Foreign Corporation organized and existing under the laws of \_\_\_\_\_ and duly registered to conduct business in the Commonwealth of Pennsylvania.

(E) A Limited Partnership organized and existing under the laws of the Commonwealth of Pennsylvania, with its Principal Offices at: \_\_\_\_\_

(F) An Individual or Individuals doing business under the following Fictitious name who has or have complied with the provisions of law in regard to registration under the Fictitious Names Act of the Commonwealth of Pennsylvania: \_\_\_\_\_

The full names and residences of all persons and parties in the foregoing are as follows:

NOTICE: In case of a Corporation, give name and title of all corporate officers authorized to sign Contract Documents.

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

## STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address.
3. When organized?
4. If a corporation, where incorporated?
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand; (schedule these, showing amount of each contract and the appropriate anticipated dates of completion).
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a Contract?  
If so, where and why?
10. List the more important projects recently completed by your Company, stating the approximate cost of each, and the month and year completed.
11. List your major equipment available for this contract.
12. Experience in construction work similar in importance to this project, with three (3) recent references, **including contact persons and their telephone numbers.**
13. Background and experience of the principal members of your organization, including the officers.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(NAME OF BIDDER)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

(NOTARY)

**ANTI-COLLUSION AFFIDAVIT**

County: CHESTER COUNTY

Municipality: WEST VINCENT TOWNSHIP

Project Number: 0272-2205

State of \_\_\_\_\_: Fed. Project No.: N/A

: ss.

County of \_\_\_\_\_:

The undersigned deponent deposes and says that he/she is the \_\_\_\_\_ of \_\_\_\_\_ [corporation or other entity]; that he/she is authorized to make this Affidavit on behalf of said corporation or other entity in compliance with Section 102.06(e) of the Commonwealth of Pennsylvania Department of Transportation Publication 408, Specifications, as amended and that the said corporation or other entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

\_\_\_\_\_  
(Name of Contractor)

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to and subscribed before me the undersigned notary public this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_



**BID BOND**

BIDDER (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_

SURETY (Name and Address of Principal Place of Business):

\_\_\_\_\_  
\_\_\_\_\_

OWNER (Name and Address)

\_\_\_\_\_  
\_\_\_\_\_

BID

BID DUE DATE: MONDAY, JUNE 23, 2025 at 11:00 AM

PROJECT (Brief Description Including Location):

The scope of this project includes construction of a gazebo, pedestrian walkway, internal loop trail, parking area and stormwater management measures; installation of play equipment, ADA access, landscaping, project sign and other related site improvements.

BOND

BOND NUMBER: \_\_\_\_\_

DATE: (Not later than Bid Due Date): \_\_\_\_\_

PENAL SUM: \_\_\_\_\_

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

SURETY

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.  
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

## BID BOND

### *Damages Form*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay WEST VINCENT TOWNSHIP, CHESTER COUNTY, Pennsylvania (“Owner”), upon default of Bidder any difference between the total amount of Bidder’s bid and the total amount of the bid of the next lowest, responsible and responsive bidder, as determined by the Owner for the Work required by the Contract Documents, provided that:
  - 1.1 If there is no such next lowest, responsible and responsive bidder, and the Owner does not abandon the Project, then Bidder and Surety shall pay to the Owner the penal sum set forth on the face of this Bond, and
  - 1.2 In no event shall Bidder’s and Surety’s obligations hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by the Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
  - 3.1 The Owner accepts Bidder’s bid and bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by the Owner), the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
  - 3.2 All bids are rejected by the Owner, or
  - 3.3 The Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Section 5 hereof).
4. Payment under this Bond shall be due and payable upon default by Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from the Owner, which notice shall be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based upon or arising out of any time extension to issue notice of award agreed to in writing by the Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due Date without Surety’s written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in Section 4 above is received by Bidder and Surety and in no event later than one (1) year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage prepaid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length herein. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term “bid” as used herein includes a bid, offer or proposal, as applicable.



COMMONWEALTH OF PENNSYLVANIA  
PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date \_\_\_\_\_

Business or Organization Name (Employer) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contractor

Subcontractor (check one)

Contracting Public Body WEST VINCENT TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

Contract/Project No 0272-2205

**Project Description:** The scope of this project includes construction of a gazebo, pedestrian walkway, internal loop trail, parking area and stormwater management measures; installation of play equipment, ADA access, landscaping, project sign and other related site improvements.

**Project Location:** WEST VINCENT TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA.

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, the corporation or other entity named above is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors shall utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee's start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, \_\_\_\_\_, am an authorized representative of the corporation or other entity named above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

\_\_\_\_\_  
Authorized Representative Signature

Title: \_\_\_\_\_



**CONTRACT AWARD DOCUMENTS**

**THE FOLLOWING DOCUMENTS  
MUST BE FURNISHED BY THE  
SUCCESSFUL BIDDER UPON  
AWARD OF THE CONTRACT**

- AGREEMENT
- PERFORMANCE BOND
- PAYMENT BOND
- AFFIDAVIT RE: ACCEPTING PROVISIONS OF THE WORKER'S COMPENSATION ACT
- CERTIFICATE OF INSURANCE
- MAINTENANCE BOND (AT TIME OF PROJECT COMPLETION)

## **AGREEMENT**

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the WEST VINCENT TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA (hereinafter called "OWNER") and \_\_\_\_\_ (hereinafter called "CONTRACTOR"). OWNER and CONTRACTOR, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is acknowledged and agreed by the parties hereto, agree as follows:

### Article 1.       WORK

CONTRACTOR shall complete all Work as specified or indicated in the Specifications and Bid Documents in a good and workmanlike manner. The Work is generally described as follows and as more fully described in the Specifications and Bid Documents:

## **OPALANIE PARK**

### Article 2.       ENGINEER

The Project has been designed by LTL Consultants, Ltd. (hereinafter called "ENGINEER"), who shall act as OWNER'S Representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Specifications and Bid Documents in connection with completion of the Work in accordance with the Specifications and Bid Documents.

### Article 3.       CONTRACT TIME

- 3.1       The Work will be substantially completed and operational by FRIDAY, DECEMBER 19, 2025.
- 3.2       Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Section 3.1 above, plus any extensions thereof granted by the OWNER. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay to OWNER the sum of Four Hundred Dollars (\$400.00) for each calendar day that expires after the time specified for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay to OWNER the sum of Four Hundred Dollars (\$400.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

### Article 4.       CONTRACT PRICE

- 4.1       OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Specifications and Bid Documents, in current funds, (subject to additions, deductions, or deletions noted therein) in accordance with the prices stipulated in the Proposal Form and in the manner provided in the Specifications and Bid.
- 4.2       Estimated quantities are not guaranteed, and determinations of actual quantities and classification for payment shall be made by the ENGINEER.

### Article 5.       PAYMENT PROCEDURES

CONTRACTOR shall submit Application for Payment to OWNER and a copy thereof to ENGINEER.

- 5.1       Partial Payments - Retainage. OWNER shall make partial payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment, as recommended by ENGINEER, as provided below. All partial payments shall be on the basis of the progress of the Work, using the schedule of values or bid form (and, in the case of Unit Price Work, based upon the number of units completed).
  - 5.1.1     Prior to Substantial Completion, partial payments shall be made in an amount equal to the total value of Work completed to date less ten percent (10%), but, in each case, less the aggregate of

payments previously made and less such amounts as ENGINEER shall determine, or OWNER shall withhold.

- 5.2 Final Payment. Upon final completion and acceptance of the Work and submission by CONTRACTOR of the required Certificate & Release, and Maintenance Bond, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.

#### Article 6. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations and warranties:

- 6.1 CONTRACTOR has examined and carefully studied the Specifications and Bid Documents (including the Addenda listed in Section 7) and the other related data identified in the Bidding Documents, including "technical data".
- 6.2 CONTRACTOR has visited the site and become familiar with and satisfied itself as to the general, local and site conditions that may affect cost, progress, performance and/or furnishing of the Work.
- 6.3 CONTRACTOR is familiar with and has satisfied itself as to all applicable laws, statutes, ordinances, codes, rules, regulations, orders and decrees of all governmental bodies, agencies, bureaus and authorities having jurisdiction ("Applicable Law") that may affect cost, progress, performance and furnishing of the Work.
- 6.4 CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto.

CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Specifications and Bid Documents.

- 6.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relate to the Work as indicated in the Specifications and Bid Documents.
- 6.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Specifications and Bid Documents and all additional examinations, investigations, explorations, tests, studies and data with the Specifications and Bid Documents.
- 6.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities and/or discrepancies that CONTRACTOR has discovered in the Specifications and Bid Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR. The Specifications and Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 6.8 CONTRACTOR is aware that the warranty period for the Project will not start until the date of substantial completion.

#### Article 7. CONTRACTOR'S INSURANCE

- 7.1 CONTRACTOR shall maintain liability insurance coverage and other necessary insurance coverage to protect itself, the OWNER and the ENGINEER against all claims and/or actions including but not limited

to those by CONTRACTOR'S or any Subcontractor's officers, shareholders, directors, members, partners, employees, representatives or agents, or by any other person or entity. CONTRACTOR shall provide to the OWNER a certificate(s) of insurance for the coverages listed in Subsection 7.3 below from the firm authorized to issue the same within the Commonwealth of Pennsylvania. Said insurance policy(s) shall remain open and current for the entire term of said Contract. A replacement Certificate must be provided prior to the expiration date of any required policy. Upon request, CONTRACTOR agrees to furnish copies of required policies and endorsements. The certificate(s) of insurance shall name the OWNER and ENGINEER as additional insureds on a primary and non-contributory basis on all liability policies.

**FAILURE TO PROVIDE SAID CERTIFICATES OF INSURANCE SHALL BE CONSIDERED GROUNDS TO TERMINATE THE CONTRACT.**

7.2 CONTRACTOR shall maintain liability insurance and all other insurance coverage in full force and effect to protect itself and the OWNER against all claims and/or actions including, but not limited to those relating to:

- 7.2.1 Workers' Compensation disability benefit, and other similar employee benefit acts.
- 7.2.2 Bodily injury, occupational sickness or disease, or death of employees.
- 7.2.3 Bodily injury, sickness or disease, or death of any person other than any of CONTRACTOR'S employees; and,
- 7.2.4 Damages because of damage to or destruction of tangible property, including loss resulting from: a) Violation of civil rights; b) Bodily injury, death and/or property damage arising from motor vehicle operation.

7.3 The insurance provided by the CONTRACTOR shall be written by an insurance company licensed to do business and issue policies in the Commonwealth of Pennsylvania, carrying no less than an "A" Rating (as rated by A.M. Best Company) for the amounts set forth below, as a minimum:

7.3.1 Commercial General Liability

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any One Fire)	\$ 100,000
Medical Expense (Any One Person)	\$ 5,000

General Liability insurance shall be written on an "occurrence" form. General Aggregate limit shall apply on a per project basis. General Liability insurance shall name OWNER and ENGINEER as Additional Insureds for both Ongoing Operations and Products & Completed Operations on a primary and noncontributory basis, using ISO endorsements CG 20 10 and CG 20 37 or endorsements providing comparable coverage. Products and Completed Operations coverage shall be extended to Additional Insureds and shall be maintained with the same limits as above for five (5) years, commencing with final acceptance and payment by OWNER.

7.3.2 Automobile Liability including coverage for owned, hired and non-owned vehicles with minimum limits of:

\$1,000,000 Each Accident – Bodily Injury and Property Damage

Endorsement CA 99 48 – Auto Pollution Liability, or Transported Cargo Pollution coverage to be included.

Auto Liability policy shall name OWNER as Additional Insured, on a primary and non-contributory basis.

7.3.3 Umbrella Form - In Excess of General Liability, Automobile Liability, and Employers' Liability

Each Occurrence	
Bodily Injury and Property Damage Combined	\$3,000,000
Aggregate	
Bodily Injury and Property Damage Combined	\$3,000,000

Umbrella liability insurance shall be written on an "occurrence" form and shall name OWNER and ENGINEER as Additional Insureds, on a primary and non-contributory basis. Aggregate shall apply on a per project basis.

7.3.4 Worker's Compensation

Statutory

7.3.5 Employers' Liability

Each Accident	\$100,000
Disease-Policy Limit	\$500,000
Disease-Each Employee	\$100,000

7.4 CONTRACTOR'S compliance with the above insurance requirements shall not relieve CONTRACTOR from any liability.

7.5 CONTRACTOR agrees to waive all rights of subrogation against OWNER, and requires CONTRACTOR'S Workers' Compensation/Employer's Liability, General Liability, Auto, Umbrella Liability and Property Insurance policies to be properly endorsed to accomplish this Waiver of Subrogation requirement.

7.6 All required policies must provide OWNER with a minimum of thirty (30) days advance written notice of an insurer's intent to cancel or non-renew coverage, with the exception of cancellation for non-payment of premium, which requires a minimum of ten (10) days written notice. A failure to maintain ongoing insurance, with no lapse in coverage, is considered to be a breach of this Agreement.

Article 8. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

8.1 CONTRACTOR'S Bid (including documentation accompanying the Bid)

8.2 This Agreement

8.3 Performance, Maintenance and Payment Bonds

8.4 Notice of Award and Notice to Proceed

8.5 Project Manual and Plans bearing the Project title and contents thereof.

8.6 Specifications and Bid Documents package.

8.7 Certificate(s) of Insurance

8.8 Addenda numbers \_\_\_\_ to \_\_\_\_ inclusive.

8.9 The following which may be delivered or issued after the Effective Date of this Agreement and are not

attached hereto: All written amendments and other documents amending, modifying and/or supplementing the Contract Documents pursuant to the Specifications and Bid Documents.

There are no Contract Documents other than those listed above in this Article 8.

Article 9. MISCELLANEOUS

- 9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding upon the other party hereto without the prior written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such prior written consent (except to the extent that the effect of this restriction may be limited by law) and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.2 OWNER and CONTRACTOR each bind itself, and its officers, directors, shareholders, supervisors, partners, members, heirs, representatives, successors, assigns and legal representatives, to the other party hereto, its officers, directors, shareholders, supervisors, partners, members, heirs, representatives, successors, assigns and legal representatives in respect of all covenants, agreements, warranties and obligations contained in the Contract Documents.
- 9.3 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provisions or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 9.4 This Agreement shall be governed by, and its provisions construed in accordance with, the laws of the Commonwealth of Pennsylvania.
- 9.5 This Agreement, together with the contract documents, constitutes the entire agreement between the parties and all prior understandings or communications with respect to the Work are merged in this Agreement.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, OWNER and CONTRACTOR have caused this Agreement to be executed in triplicate as of the day and year first above written. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been executed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_.

OWNER:

CONTRACTOR:

WEST VINCENT TOWNSHIP  
CHESTER COUNTY, PENNSYLVANIA

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(CORPORATE SEAL)

(CORPORATE SEAL)

Address for giving notices

Address for giving notices

729 Saint Matthews Rd, Chester Springs, PA 19425

\_\_\_\_\_

Agent for service of process:

**PERFORMANCE BOND  
(With Corporate Surety)**

**KNOW ALL MEN BY THESE PRESENTS**, that we, \_\_\_\_\_  
(Name and address of Contractor)

as Principal and \_\_\_\_\_  
(Surety Company)  
a corporation incorporated under the laws of the State of \_\_\_\_\_ as Surety are held and firmly  
(Name of State)  
firmly bound unto \_\_\_\_\_ in the full and just sum of \_\_\_\_\_  
(NAME OF MUNICIPALITY)  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, to be paid to the  
above Municipality or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the above bounden Principal has entered into a contract with the above Municipality, bearing even date herewith, for the undertaking of certain obligations as therein set forth. The obligations of the Contractor and the Surety under this Bond will include the eighteen (18) month warranty period obligations.

**NOW, THEREFORE**, the condition of this obligation is such that if the bounden Principal, as Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said Contract, including the Specifications and Conditions referred to and made a part thereof, and such alterations as made in said Specifications as therein provided, and shall well and truly, and in a manner satisfactory to the Municipality fulfill all obligations as therein set forth, then this Obligation shall be void, but otherwise the same shall be and remain in full force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the Contract or its specifications with the express approval of the Municipality or the Principal to the other shall not in any way release the Principal and the Surety, or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration or forbearance being hereby waived.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, the said Principal and surety have duly executed this Bond under Seal, pursuant to due and legal action authorizing the same to be done on \_\_\_\_\_, 20\_\_\_\_.  
(Date of Bond)



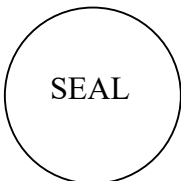
\_\_\_\_\_  
Contractor

Attest / Witness \_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



\_\_\_\_\_  
Surety Company

Attest/Witness \_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, \_\_\_\_\_, of \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation incorporated under the laws of the State of \_\_\_\_\_, as Surety, are held and firmly bound unto \_\_\_\_\_, in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, to be paid to the said \_\_\_\_\_, or its assigns, to which payment well and true to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the above bounden Principal has entered into a contract with the above Municipality, hereinafter called Obligee, bearing even date herewith, for the improvement of a certain section of highway or bridge in said Municipality consisting of: \_\_\_\_\_ for approximately the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). The obligations of the Contractor and the Surety under this Bond will include the eighteen (18) months warranty period obligations.

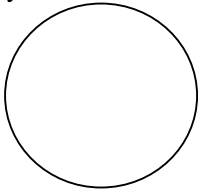
**NOW, THEREFORE**, the condition of this obligation is such that if the above bounden Principal shall and will promptly pay or cause to be paid in full all sums of money which may be due by contract or otherwise, to any individual, firm, partnership, association or corporation, for all materials furnished and/or labor supplied and/or performed in the prosecution of the work, whether or not the said materials and/or labor entered into and became component parts of the work, and for rental of the equipment used and services rendered by public utilities in, or in connection with, the prosecution of such work, then this obligation shall be void, otherwise it shall remain in full force and effect.

The **PRINCIPAL** and **SURETY**, hereby, jointly and severally, agree with the Obligee herein that any individual, firm, partnership, association, corporation or other entity which has performed labor or furnished material in the prosecution of the work as provided, and any public utility, which has not been paid in full therefor, may sue in assumpsit on this Payment Bond in his, her, their, or its own name and may prosecute the same to final judgment for such sum or sums as may be justly due him, her, them or it, and have execution thereon. Provided, however, that the Obligee shall not be liable for the payment of any costs of expenses of such suit.

**RECOVERY** by any individual, firm, partnership, association, corporation or other entity hereunder shall be subject to the provisions of the "Public Works Contractors' Bond Law of 1967", Act No. 385, approved December 20, 1967, P.L. 869, which Act shall be incorporated herein and made a part hereof, as fully and completely as though its provision were fully and at length herein recited.

It is further provided that any alterations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Obligee of any extension of time for the performance of the contract or any other forbearance on the part of either the Obligee or the Principal to the other, shall not in any way release the **PRINCIPAL** and the **SURETY** or **SURETIES** of any such alteration, extension or forbearance being hereby waived.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, the said Principal and Surety have duly executed this Bond under seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.



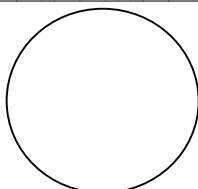
\_\_\_\_\_  
Contractor

Attest/Witness: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



\_\_\_\_\_  
Surety Company

Attest/Witness: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**AFFIDAVIT RE:  
ACCEPTING PROVISIONS OF THE WORKER’S COMPENSATION ACT**

State of \_\_\_\_\_ )  
 )  
 ) SS:  
 )  
County of \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn according to law deposes and says that (they have) (he or she has) (it has) accepted the provisions of the Workmen’s Compensation Act of 1915 of the Commonwealth of Pennsylvania, with its supplements and amendments, and have (has) insured their (his, her, its) liability thereunder in accordance with the terms of said Act with

\_\_\_\_\_  
(Surety Company)

\_\_\_\_\_  
(TYPE OR PRINT) CONTRACTOR

By: \_\_\_\_\_  
SIGNATURE

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D 20 \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
My Commission Expires (Date)

# CERTIFICATE OF INSURANCE

This is to certify to the \_\_\_\_\_,  
(Township or Borough)

\_\_\_\_\_, (hereinafter referred to as TOWNSHIP/BOROUGH) that the following  
(Address)  
described policies in force at this date have been issued by:

Name of Insuring Company \_\_\_\_\_

Name of Insured \_\_\_\_\_

Address \_\_\_\_\_ (hereinafter referred to as (CONTRACTOR) covering  
work to be done for the TOWNSHIP/BOROUGH as follows:

Date of Contract: \_\_\_\_\_ Description of work and locations where work is to be done

Type of Insurance	Policy Number	Expiration Date	
A-Workmen's Compensation			Provided by Workmen's Compensation Law, State of _____

B-Comprehensive General Liability, including:	Bodily Injury		
	Each person	\$ _____	Each Occurrence \$ _____
(1) Contractors Liability	Each Occurrence	\$ _____	Aggregate \$ _____
(2) SCU hazards of explosion, blasting collapse & underground	Each person	\$ _____	Each Occurrence \$ _____
	Each Occurrence	\$ _____	Aggregate \$ _____
(3) Contractual Liability	Each person	\$ _____	Each Occurrence \$ _____
	Each Occurrence	\$ _____	Aggregate \$ _____
(4) Contractors Protective Liability	Each person	\$ _____	Each Occurrence \$ _____
	Each Occurrence	\$ _____	Aggregate \$ _____
(5) Completed Operations	Each person	\$ _____	Each Occurrence \$ _____
	Each Occurrence	\$ _____	Aggregate \$ _____

C- Comprehensive Automobile Liability, including:			
(1) Owned Vehicles	Each person	\$ _____	Each Occurrence \$ _____
	Each Occurrence	\$ _____	
(2) Hired Vehicles	Each person	\$ _____	Each Occurrence \$ _____
	Each Occurrence	\$ _____	
(3) Other Non-owned Vehicles	Each person	\$ _____	Each Occurrence \$ _____
	Each Occurrence	\$ _____	

Contractual liability agreement for coverage under B-(3) above.

**MAINTENANCE BOND**

Know All Men By These Presents, that we, \_\_\_\_\_

\_\_\_\_\_, hereinafter called the PRINCIPAL,  
(CONTRACTOR)

and \_\_\_\_\_, hereinafter called  
(SURETY)

the Surety, a corporation organized and existing under laws of the \_\_\_\_\_

of \_\_\_\_\_, are held and firmly bound unto \_\_\_\_\_

WEST VINCENT TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, hereinafter called the  
OBLIGEE,  
(OWNER)

as hereinafter set forth, in the full and just sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), equal to fifteen  
percent (15%) of the final project cost, lawful money of the United States of America, for the  
payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns,  
jointly and severally, firmly by these presents.

Witnesseth That:

Whereas, The PRINCIPAL heretofore submitted to the OBLIGEE a certain Proposal,  
dated \_\_\_\_\_, 20\_\_\_\_, to perform the Work for the OBLIGEE, in connection with the  
construction of \_\_\_\_\_

\_\_\_\_\_ as set forth in the Contract Documents as prepared by LTL Consultants, Ltd.

Now, Therefore, the condition of this Bond shall be such that: If the PRINCIPAL shall  
remedy, without cost to the OBLIGEE, all defects which may develop during the period of  
eighteen (18) months from the date of completion by the PRINCIPAL and final acceptance of the  
OBLIGEE of the Work performed in accordance with the Contract Documents, which defects, in  
the sole judgment of the OBLIGEE, shall be caused by or shall result from defective or inferior  
materials or workmanship, and if the PRINCIPAL shall satisfy all claims and demands arising  
from or related to such defects or growing out of such defects, and if the PRINCIPAL shall  
indemnify completely and shall save harmless the OBLIGEE from any and all costs and damages  
which the OBLIGEE may sustain or suffer by reason of the failure so to do; and if the PRINCIPAL  
shall reimburse completely and shall pay to the OBLIGEE any and all costs and expenses which  
the OBLIGEE may incur by reason of any such default or failure of the PRINCIPAL, then this  
Bond shall be void; otherwise, this Bond shall be and shall remain in full force and effect.

The PRINCIPAL and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the Work to be performed in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the CONTRACT, and/or any giving by the OBLIGEE of any extensions of time for the performance of the Work in accordance with the Contract Documents, and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the Contract Documents, and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the Contract Documents, shall not release, in any manner whatsoever, the PRINCIPAL and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns from liability and obligations under this Bond; and the Surety for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

In Witness Whereof, AND INTENDING TO BE LEGALLY BOUND HEREBY, the PRINCIPAL and the Surety cause this Bond to be signed, sealed and delivered this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_ .

-----  
(INDIVIDUAL PRINCIPAL)

Witness:

\_\_\_\_\_  
(Signature of Individual) (Seal)

Trading and doing business as

\_\_\_\_\_

\_\_\_\_\_

-----  
(PARTNERSHIP PRINCIPAL)

\_\_\_\_\_  
(Name of Partnership)

Witness:

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
Partner

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
Partner

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
Partner

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
Partner

(CORPORATION OR OTHER ENTITY PRINCIPAL)

\_\_\_\_\_  
(Name of Corporation or Other Entity)

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
(Officer or \*Authorized Representative)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal)

Witness:

\_\_\_\_\_

\*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute on behalf of the Corporation.

-----

(CORPORATE SURETY)

\_\_\_\_\_  
(Name of Corporation)

Witness:

\_\_\_\_\_

\*\*By: \_\_\_\_\_  
Attorney-in-Fact

\*\*Attach an appropriate Power of Attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act on behalf of the Corporation.