

INVITATION FOR BID
SPECIFICATIONS AND BID DOCUMENTS
FOR
FAUST ROAD PAVING PROJECT 2024
UPPER FREDERICK TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

PREPARED BY:

LTL Consultants, Ltd.
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BIDS DUE 4:00 P.M. WEDNESDAY, JULY 10, 2024

#0204-2304

All documents prepared by LTL Consultants, Ltd. are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by LTL Consultants, Ltd. will be at the Owner's sole risk and without liability or legal exposure to LTL Consultants, Ltd.; and Owner shall indemnify, and hold harmless LTL Consultants, Ltd. from all claims, damages, losses and expenses arising out of resulting therefrom.

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NOTICE TO BIDDERS

SEALED PROPOSALS for the **FAUST ROAD PAVING PROJECT 2024** will be received by Upper Frederick Township of Montgomery County, at the Upper Frederick Township Municipal Building, 3205 Big Road, Obelisk, PA 19492 (mailing address: P.O. Box 597, Frederick, PA 19435-0597) until 4:00 P.M. **Thursday July 10, 2024**. The proposals will be publicly opened and read by the Board of Supervisors at their regularly scheduled meeting on **Thursday July 10, 2024** at 7:00 P.M.

The project includes providing all hauling, equipment, labor and materials for the installation of roadside swales, storm inlets, storm pipe, rip rap aprons, seeding and mulching of disturbed areas. The roadway paving and base repair portion of the project will include hauling, equipment and labor only. **All of the Superpave asphalt material required for this project will be purchased directly by the Township.**

Bid documents can be obtained at the Upper Frederick Township Municipal Building, Monday through Friday 9 AM to 4 PM, telephone number 610-754-6436. There is a \$35 non-refundable fee for the bid documents, plus \$10 for shipping and handling if mailing is requested. Checks are to be made payable to Upper Frederick Township.

Proposals shall be accompanied by a bid security in the amount equal to ten percent (10%) of the total amount of the proposal, payable to the Township. Proposals shall be effective for ninety (90) days from the date of opening. The successful low bidder will be required to provide a 100% performance bond or certified check in an amount equal to one hundred percent (100%) of the total amount of the proposal, a payment bond or certified check in an amount equal to one hundred percent (100%) of the total amount of the proposal, a workmen's compensation affidavit and a certificate of insurance naming the Township and LTL Consultants, Ltd. as additional insureds, all within ten (10) days after the contract is awarded.

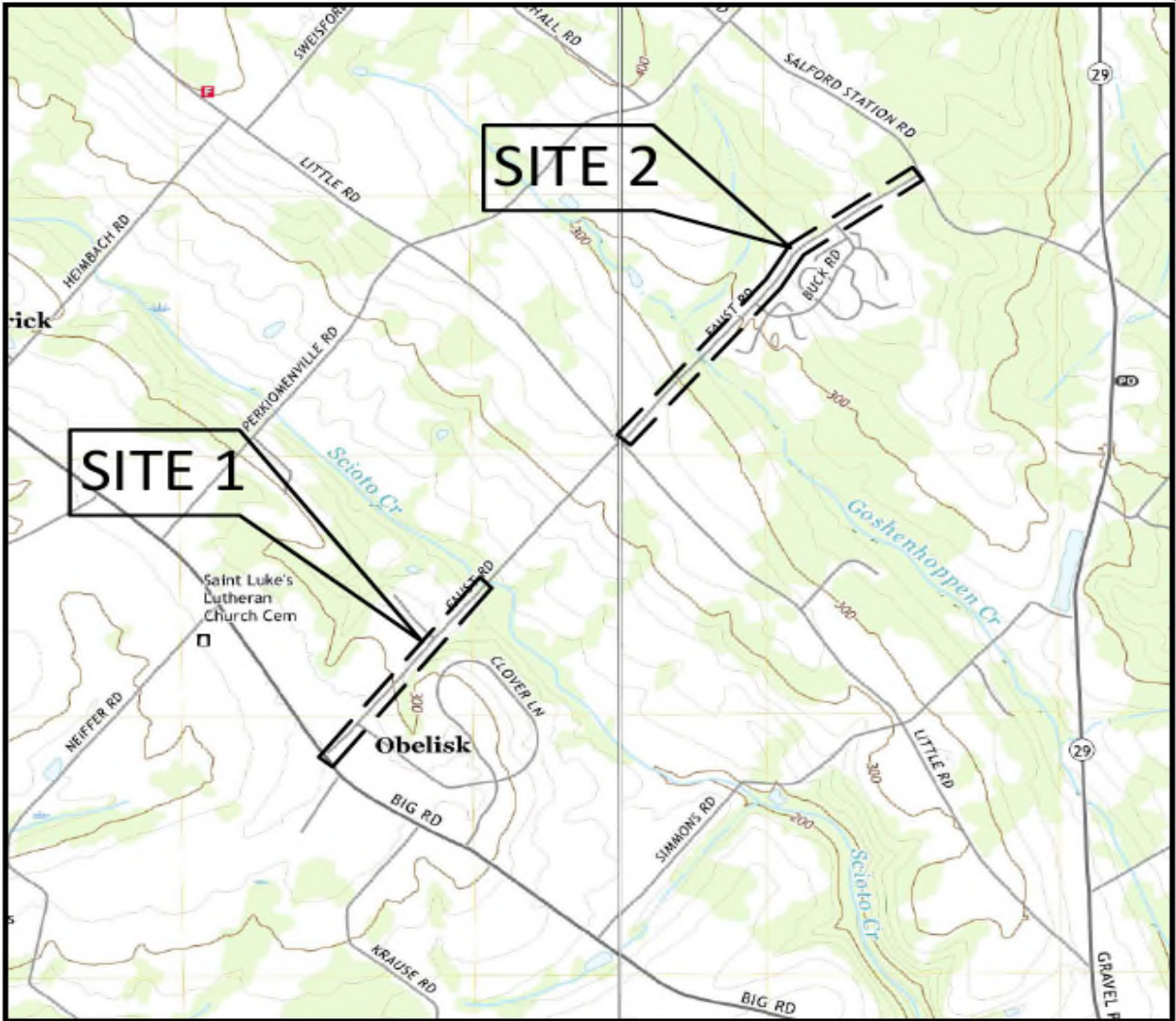
Proposals must be made upon the forms furnished by the municipality and must include the Public Works Employment Verification Form completed by the Bidder. The Township reserves the right to waive any non-material defects or irregularities in the bid, and to reject any or all bids or portions thereof. The 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 insure that Minority Business Enterprises (MBE) and Women's Business Enterprises (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, religion, age, sexual orientation, ancestry, disability unrelated to such person's ability to perform the duties of a particular job, position, height, weight, marital status, political affiliation, or national origin in consideration for an award.

Project must be substantially complete by November 1, 2024. Liquidated damages apply at the rate specified in the contract documents.

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

UPPER FREDERICK TOWNSHIP
AARON WALIZER
TOWNSHIP MANAGER
610-754-6436

LOCATION MAP



LOCATION MAP
SCALE: 1" = 2,000'

Upper Frederick Township, PA 18074

INSTRUCTIONS TO BIDDERS

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 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.

2. **RECEIPT AND OPENING OF BIDS**

- 2.1 The bid shall be completed on the enclosed bid form and forwarded as specified in the Proposal and Contract.
- 2.2 The Owner may consider informal any bid not prepared and submitted in accordance with the provisions 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 shall not be considered.

3. **PREPARATION OF BID**

Each bid shall be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid shall be enclosed in another envelope addressed as specified in the bid form.

4. **PROPOSALS**

- 4.1 Before submitting a proposal, each Bidder shall make a careful study of the specifications and/ or drawings and fully assure themselves as to the quality of the materials and the character of workmanship required. The Contractor shall carefully consider and visit the site where the work is to be performed and materials delivered, and should their proposal be accepted, they shall be responsible for any misunderstanding or error, whether it results from their failure to do so or not.
- 4.2 The proposal for this work shall cover all contingencies, including labor and 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.
- 4.3 Mobilization, demobilization, supervision, layout, traffic control, dust control, concrete "washes", crushed stone, asphalt, road cleaning, sweeping, tack coat, milling, joint sealing, 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.

4.4 The right is reserved to furnish any detailed drawings, which in the judgment of the Engineer may be necessary, and such drawings shall form a part of the Contract.

4.5 Supervision: The Contractor, as part of the services, shall give their personal supervision to the work and they shall carefully study and compare all drawings, specifications and other information given to them 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 they shall discover.

5. OBLIGATION OF BIDDER

Upon receipt of the bids, each Bidder shall be presumed to have inspected the site and to have read and to 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 obligation with respect to their bid.

6. BID SECURITY

Each proposal shall be accompanied by a Bid Security in the form of a certified check, money order, cash, or Bid Bond in an amount not less than 10% of the amount of the bid. The amount of the Bid Security is the measure of liquidated damages, which the Owner will sustain by the Bidder's failure to execute the proper agreements and bonds, and if the Bidder defaults, then the Bid Security shall become the property of the Owner.

7. ADDENDA AND INTERPRETATIONS

7.1 No interpretation of the meaning of the plans, specifications or other bid documents will be made to any Bidder orally.

7.2 Every request for such interpretation shall be in writing addressed to LTL Consultants, Ltd., P. O. Box 241, Oley, PA 19547 or nulrich@ltlconsultants.com and to be given consideration shall be received at least five (5) calendar days prior to the date fixed for the opening of bids. Any such interpretation and supplemental instructions shall be issued in the form of written addenda and e-mailed or faxed to all prospective Bidders (at the respective addresses furnished for such purposes). Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents and shall be acknowledged within his Bid.

8. QUALIFICATIONS OF BIDDERS

8.1 The Owner may make such investigations as he 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, 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.

8.2 Each Bidder must complete the Public Works Employment Verification Form and submit it along with his Bid Proposal. Each bidder must comply with the Public Works Employment Verification Act (Act 127) through the use of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security.

9. METHOD OF AWARD - LOWEST QUALIFIED BIDDER

9.1 If at the time this Contract is to be awarded, the lowest base bid submitted by a responsible Bidder does not exceed the amount of funds then estimated by the Owner as available to finance the Contract, the Contract will be awarded on the base bid.

9.2 On the Bid Form, discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

10. OSHA PROCEDURES

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, safety vests, etc.

11. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with their delivery of the executed contract, the Contractor shall furnish surety bonds in an amount of 100% of the Contract as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract.

12. SUB-CONTRACT

12.1 The Contractor shall not sub-let or assign this Contract nor shall any part of this Contract be sub-let or assigned without the consent of the Engineer in writing.

12.2 The Contractor, in sub-letting any part of this Contract, shall bind the sub-contractor to the terms of these Contract Documents.

13. INSURANCES

The Contractor shall provide and maintain, during the entire process of this work and until it is accepted, insurance for accident liability and property damages, as specified below, which shall adequately protect him, the Owner and Engineer, for claims for damage and personal injury arising directly from operations under this contract, as to all persons, both employees and the public, complying with all laws covering this subject, and he shall be liable to the Owner for failure to maintain such insurance. The Contractor shall submit the policies to the Engineer for approval. The Owner and Engineer shall be named as additional insureds.

Declaration of Coverages and Limits of Liability

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) \$ 50,000
 - f. Medical Expense (Any One Person) \$ 5,000

2. Automobile Liability
 - a. Each Occurrence
 - (1) Bodily Injury
 - (a) Per Person \$1,000,000
 - (b) Per Accident \$1,000,000
 - (2) Property Damage \$1,000,000
 - (3) Bodily Injury and Property Damage Combined \$1,000,000

3. Umbrella Form - In Excess of General Liability, Automobile Liability, and Employers' Liability
 - a. Each Occurrence
 - (1) Bodily Injury and Property Damage Combined \$1,000,000
 - b. Aggregate
 - (2) Bodily Injury and Property Damage Combined \$2,000,000

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

14. FEES AND CHARGES

The Contractor shall procure all necessary permits or licenses to carry out this work and pay the lawful fees therefor, unless otherwise noted.

15. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and all rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. MATERIALS - DATE OF COMPLETION

- 16.1 The Contractor is required to place an order for all necessary materials from a supplier recognized as acceptable by the owner within ten (10) calendar days of the effective date of the Contract. Failure to comply with this stipulation can result in forfeiture of proposal or performance security by the Contractor. The Contractor shall notify the Engineer of the receipt of materials.
- 16.2 Failure to complete work on or before the specified completion date without an extension of time in writing from the Engineer, which extension shall not be unreasonably withheld, can result in a liquidated damages penalty as outlined in the proposal and contract document for every calendar day completion is delayed beyond said date. The Contractor agrees that the Owner may deduct this amount from his payment under either of the above conditions.
- 16.3 The Owner reserves the right to declare default if the Contractor fails to complete the work on or before the specified completion date and to use the performance security in order to complete the work.

17. DISCREPANCIES

In case of any difference between the drawings and specifications, or where the drawings or specifications are not clear or definite, the subject shall be referred to the Engineer for decision and his decision shall be final and binding. Contractor making changes without such decision shall do so at his own risk.

18. SUBSTITUTIONS

No change in the character or make of materials herein will be permitted at the time the proposals are received. Bidders wishing changes 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 noted in Section 7 herein.

19. RIGHTS RESERVED

- 19.1 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, or to award the project in the best interest of the Owner.
- 19.2 The Owner reserves the right to increase or decrease the amount of work to be done under this Contract by any amount at the same unit prices.
- 19.3 The quantities shown on the bid form are approximate and are subject to field verification of actual quantities.
- 19.4 The Owner reserves the right to consider alternate materials or processes.

20. EMPLOYEES

The Contractor shall keep a competent superintendent or general foreman and any necessary assistants, satisfactory to the Engineer, in charge during the progress of the work. The general foreman shall not be changed except with the consent, or at the insistence of, the Engineer. The foreman shall represent the Contractor in his absence, and all directions as to the conduct of the work given to him, shall be as binding as if given to the Contractor.

21. QUALITY OF MATERIALS AND LABOR

All work shall be done to the satisfaction of the Engineer, whose decision concerning the requirements of the drawings, specifications or Contract in executing this work shall be final and binding to the Contractor.

22. WARRANTY

All materials and workmanship shall be guaranteed for a period of one (1) year from the date of final acceptance by the Owner and the Engineer. Any defects occurring within the said one-year period shall be rectified by the Contractor at no charge within seven (7) calendar days of written or verbal notice by the Owner or the Engineer.

23. PAYMENT

Payment requests shall be submitted upon forms provided by the Owner. Payment requests shall be approved by the Owner upon the recommendation of the Engineer. Payment shall be approved at the Owner's monthly meeting.

24. CLEANING AND RUBBISH

At the completion of the work, the Contractor shall remove all refuse caused by the work and shall not allow waste material, caused by his employees, to accumulate on or about the site.

25. CHANGE ORDERS

25.1 Changes in the work required by the Contract Documents as bid, including additions, deletions, modifications and alterations thereto, may be ordered by the Owner at any time prior to completion of the Contract, and shall be performed by the Contractor under this Contract. If a change requires less labor, materials, or both, than required by the original Contract Documents, the Owner shall be entitled to a deduction therefor. The Contractor shall be entitled to additional compensation if the change requires greater labor, materials, or both. There shall be no change in the contract price for changes which require no additional labor or materials, and for which no additional costs are incurred by the Contractor. No consequent loss of anticipated profit on work not executed will be paid to the Contractor as a result of changes.

25.2 If the Contractor claims that any change of the Contract Documents involves extra cost or additional time under the Contract, he shall give the Engineer written notice thereof within five (5) calendar days after being advised of such change, and before proceeding to execute the Work. No claim for extra cost or additional time shall be valid unless so made, and approved in writing by the Owner and Engineer. Additions to, or deductions from

compensation, as the case may be, shall be determined as follows:

- 25.2.1 By such applicable unit prices, if any, as are set forth in the Contract.
- 25.2.2 If no such unit prices are set forth in the Contract, then by a lump sum or unit prices as may be mutually agreed upon by the Owner, Contractor, and Engineer.
- 25.2.3 If no such unit prices are set forth in the Contract, and if the Owner, Contractor and Engineer cannot agree upon a lump sum or unit prices in cases involving additional compensation, then by the actual cost in money to the Contractor of materials, and of the wages of applied labor (including premiums for Workmen's Compensation Insurance) required for such changes, plus rental costs for necessary plant and equipment (other than small tools) required and approved for such changes, plus 15 percent on all of the foregoing as compensation for all other items of profit and costs or expenses including, but not limited to, administration, overhead, superintendence, insurance (other than Workmen's Compensation Insurance), materials used in temporary structures, allowances made by the Contractor to subcontractors, additional premiums upon the Contractor's Performance Bond, and the use of small tools.
- 25.3 The provisions hereof shall not affect the power of the Contractor to act in case of emergency as herein provided. All books and records of the Contractor relative to costs incurred from changes hereunder, shall be made available to the Engineer for examination. A detailed statement of costs incurred and billable for each day's work for changes, shall be furnished to the Engineer before the end of the following day for review and approval. The Owner reserves the right to withhold payment of additional compensation to the Contractor for changes hereunder unless the Contractor obtains such daily approvals of the Engineer.
- 25.4 Except as specifically set forth hereinafter, all changes shall be covered by a written order of the Owner approved by the Engineer. In the case of changes necessitated by construction exigencies or job conditions, the Contractor shall perform such changes prior to the receipt of a written change order if directed to do so either verbally or in writing by the Engineer acting as agent for the Owner.
- 25.5 All change orders shall contain a description of the change, the amount by which the Contract Price will be increased or decreased by the change, if any, and the number of calendar days, if any, by which the time provided for completion of the Contract will be increased or decreased.

26. SHOP DRAWINGS

Shop drawings shall be submitted to the Engineer for review and approval prior to installation. Any errors or discrepancies in the specifications shall be brought immediately to the attention of the Engineer. The Contractor shall contact the Engineer with regards to any and all questions arising from the work.

27. PROTECTION OF OPENINGS

No openings shall be left at the end of each working day. Openings shall be plated, temporarily backfilled or otherwise protected. Road cuts shall be cold-patched at the end of each working day to control dust and loose materials.

28. TEMPORARY ACCESS AND TRAFFIC MAINTENANCE

- 28.1 Free, safe passage to all properties shall be maintained at all times.
- 28.2 Emergency vehicles shall have access to all buildings within construction area.
- 28.3 Unless otherwise specified, the contractor will be responsible, from the start to completion of project, for maintaining traffic and the placing of proper signs, barricades, etc., during working hours and after working hours. All traffic control shall be in accordance with the MUTCD and PennDOT Publications 212 and 213.

29. UTILITIES

Cooperate with the public utility companies and local authorities in the placement, replacement, relocation, adjustment, or reconstruction of their structures and facilities if necessary during construction. Contact Pennsylvania One Call at 1-800-242-1776 at least three (3) working days prior to any excavation.

30. WAGES AND SALARIES

Attention of Bidders is particularly called to the requirements concerning the payment of not less than those rates of pay stipulated herein.

The rates of pay are the minimums to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustment of rates. Payroll certifications shall be submitted to the municipality on a weekly basis.

The following rates apply to this contract:

- ✓ Pennsylvania Prevailing Wages
- Davis-Bacon Rates
- Both of the above
- Neither of the above

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 any other items necessary and/or required for a complete in place installation of all the items specified herein. All workmanship and materials to conform to latest PennDOT Publication 408 and other standards. Materials must be supplied by a PennDOT approved supplier as listed in Bulletins 14,15, and 41.

II. SCOPE OF WORK

The following shall apply to the drainage work and resurfacing of Faust Road:

1. All items shall be completed as directed and at locations approved by a Township Representative.
2. All of the Superpave asphalt material required for this project will be purchased directly by the Township.
3. Perform work in accordance with enclosed plans and construction details. Rock excavation is considered incidental to all pay items requiring excavation.
4. Perform clearing and grubbing within areas of disturbance. Any trees 6” in diameter or smaller that are to be removed within the work area are considered incidental to the swale construction pay item. All tree stumps are to be completely removed as a part of this project and are to be considered incidental to the swale construction pay item. A Township representative will mark the trees to be removed prior to the start of swale construction.
5. Overlay roadway, scratch roadway, tack roadway, perform base repair, install mill notches, repair inlets, construct and grade swales, install driveway cross-pipes, repair driveway apron areas, install bioswale, remove trees greater than 6” in diameter, install inlets, install storm pipe, place riprap, remove existing deteriorated storm pipe, perform roadway repairs, construct dewatering bed and install pavement base drain as per plans, construction details and technical specifications.
6. Any disturbed areas outside of inlets, driveway cross-pipes or swale installation areas to receive 6” of topsoil, seed and mulch.
7. See Technical Specifications for additional information.

NOTES:

- | | | | |
|----|-----------------------------|--------------|---------------------|
| 1. | Traffic Control by | Municipality | X Contractor |
| 2. | Layout by | Municipality | X Contractor |
| 3. | Line Painting by | Municipality | Contractor |
| 4. | Final Paving Restoration by | Municipality | X Contractor |

BID PROPOSAL DOCUMENTS

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

- PROPOSAL & CONTRACT
- BID PROPOSAL (ATTACHMENT 1)
- PROPOSAL AND CONTRACT INSTRUCTIONS – FORM 944
- SPECIAL PROVISIONS TO CONTRACT MS-944
(ATTACHMENT 1-A)
- ANTI-COLLUSION AFFIDAVIT
- BID BOND
- STATEMENT OF BIDDER'S QUALIFICATIONS
- PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

**PROPOSAL &
CONTRACT
(WHEN EXECUTED)**

A. DEPOSIT OF PROPOSALS.

All envelopes containing Bid proposals shall be clearly marked "Bid Proposal for Letting of

**FAUST ROAD
PAVING PROJECT 2024**

NAME OF PROJECT

July 10, 2024

LETTING DATE

**Sealed Proposals will be received on or before
4:00 P.M. on the above Letting Date.**
TIME

**Bids will be opened and read at approximately
7:00 P.M. on the above Letting Date.**
TIME

UPPER FREDERICK TOWNSHIP
MUNICIPALITY (NAME & TYPE)

AARON WALIZER
TOWNSHIP MANAGER

3205 Big Road, Obelisk, PA 19492
BUILDING ADDRESS

P.O. Box 597, Frederick, PA 19435-0597
MAILING ADDRESS

**PROPOSALS MUST BE MAILED OR
OTHERWISE DELIVERED TO THE ABOVE
ADDRESS**

1. The contractor proposes to furnish and deliver all materials (including Form CS-4171, CERTIFICATE OF COMPLIANCE and/or TR-465 DAILY BITUMINOUS MIXTURE CERTIFICATION) except those items specifically excluded in the Specifications and Bid Documents and to do and perform all work on the following project as more specifically set forth in the Schedule of Prices (Attachment 1) and Instructions to Bidders, in accordance with drawings and specifications on file at Upper Frederick Township, 3205 Big Road, Obelisk, PA 19492 as well as the supplements and special requirements contained herein and/or attached hereto and current PennDOT Specifications (Publication 408), except (a) bidders need not be prequalified by PennDOT (Sec. 102.01), and (b) Volumetric testing of bituminous paving materials is not required (Sec. 409).
2. If designated as the successful bidder, the contractor will begin work on the date specified in the Notice to Proceed, or as otherwise provided in the special requirements, and will complete all work by **November 1, 2024**. If all work is not completed on time, liquidated damages will be assessed at the rate of **\$250.00** per additional calendar day.
3. Accompanying this proposal is a certified check or bid bond in the amount of _____ made payable to the municipality as a proposal guarantee which, it is understood, will be forfeited in case the contractor fails to comply with the requirements of the proposal.

B. PROPOSAL OF:

NAME OF CONTRACTOR

ADDRESS

Telephone No.

Fax No.

CONTRACTOR'S CERTIFICATION

It is hereby certified as follows:

1. The only **person(s)** interested in this proposal as principal(s) is (are):
(DO NOT USE THE COMPANY NAME) _____
2. None of the above persons are employees of the municipality.
3. This proposal is made without collusion with any other person, firm or corporation.
4. All plans and specifications referred to above and the site of the work have been examined by the contractor. The contractor understands that the quantities indicated herein are approximate and are subject to change as may be required; and that all work is payable on the basis of the unit prices listed on the Bid Form (Attachment 1).

5. The contractor shall comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled.
6. All products paid for with liquid fuels must be PennDOT approved and certifications provided.
7. The contractor shall provide the municipality with a performance bond, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof; a payment bond, conditioned on the prompt payment of all material furnished and labor supplied or performed in the prosecution of the work, in accordance with the Public Works Contractor's Bond Law of 1967; an affidavit accepting the provisions of the Workmen's Compensation Act of 1915, as amended; and a Certificate of Insurance naming the Municipality and LTL Consultants, Ltd. as additional insured.

 CONTRACTOR

WITNESSED OR ATTESTED BY:

 TITLE: (SEAL)

 TITLE: (SEAL)

SEAL

=====

TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED

=====

ACCEPTED ON:

 DATE

 MUNICIPALITY

ATTESTED BY:

BY:

 TITLE

SEAL

 TITLE

 TITLE

BID PROPOSAL ATTACHMENT 1

TO MS – 944 (PROPOSAL AND CONTRACT MS – 944)

County: Montgomery

Municipality:

UPPER FREDERICK TOWNSHIP

Project Number:

0204-2304

LOCATION OF WORK: FAUST ROAD IN UPPER FREDERICK TOWNSHIP,
MONTGOMERY COUNTY

DESCRIPTION OF WORK: SWALE, STORM PIPE AND PAVING INSTALLATION

ESCALATOR CLAUSE: (if adopted by Municipality) N/A

SCHEDULE OF PRICES					
Item No.	Approximate Quantity	Unit	*Description (SEE TECHNICAL SPECIFICATIONS)	Unit Price	Total
FAUST ROAD (SITE 1)					
1	1	LS	Repair/ Restore Inlet (Sta. 0+00, Lt.)		
2	1	LS	Swale A Construction (Sta. 0+15 to Sta. 5+35, Lt.)		
3	1	LS	Driveway Crossing (Sta. 1+60, Lt.)		
4	1	LS	Driveway Crossing (Sta. 3+45, Lt.)		
5	1	LS	Driveway Apron (Sta. 2+70, Rt.)		
6	1	LS	Swale C Construction (Sta. 2+85 to Sta. 5+00, Rt.)		
7	1	LS	Detailed Area #1 (Sta. 12+00, Lt.)		
8	1	LS	Detailed Area #2 (Sta. 14+00, Lt.)		
9	498	LF	3' Mill Notch		
10	842	SY	Base Repair		
11	430	TON	9.5mm Superpave Scratch Coat (Hauling, Equipment, & Labor)		
12	6926	SY	2" - 9.5mm Superpave Wearing Course (Hauling, Equipment, & Labor)		
FAUST ROAD (SITE 2)					
13	1	LS	Swale A Construction (Sta. 0+25 to Sta. 2+50, Lt.)		
14	1	LS	Driveway Crossing (Sta. 2+60, Lt.)		
15	1	LS	Bioswale Construction (Sta. 14+00 to Sta. 20+15, Rt.)		
16	10	EA	Tree Removal (6"-12" Dia.)		
17	2	EA	Tree Removal (12"-18" Dia.)		
18	1	LS	Modify Inlet (Sta. 22+65, Rt.)		
19	1	LS	Swale D Construction (Sta. 24+00 to Sta. 31+60, Rt.)		
20	2	EA	Install Inlet (4'x4') – (Sta. 26+00 and Sta. 29+50, Rt.)		
21	1	LS	Replace Inlet (4'x4') – (Sta. 27+50, Rt.)		
22	1	LS	Detailed Area #3 (Sta. 31+60, Rt.)		
23	1	LS	Swale A Construction (Sta. 31+60 to Sta. 34+80, Rt.)		
24	270	LF	15" HDPE Pipe (Sta. 31+60 to Sta. 34+00, Rt. & Sta. 34+00 to Sta. 34+25)		
25	2	EA	Install Inlet (2'x4') – (Sta. 34+00, Rt. and Sta. 34+25, Lt.)		
26	1	LS	Swale E Construction (Sta. 34+25 to Sta. 35+20, Lt.)		
27	45	LF	15" HDPE Pipe (Sta. 36+80 to Sta. 37+05, Rt.)		
28	1	EA	Install Inlet (2'x4') – (Sta. 37+05, Rt.)		
29	1	LS	Swale D Construction (Sta. 37+05 to Sta. 39+90, Rt.)		
30	452	LF	Install 6" Base Drain (Sta. 42+95, Lt. to Sta. 47+35, Rt.)		
31	381	LF	3' Mill Notch		
32	696	SY	Base Repair		
33	632	TON	9.5mm Superpave Scratch Coat (Hauling, Equipment, & Labor)		
34	10797	SY	2" - 9.5mm Superpave Wearing Course (Hauling, Equipment, & Labor)		
(SEE TECHNICAL SPECIFICATIONS)					
*DESCRIPTION Must include ADT on wearing surfaces. USE OF CUTBACK ASPHALT IS PROHIBITED BETWEEN MAY 1 ST AND OCTOBER 31 ST , EXCEPT AS NOTED IN BULLETIN NO. 25. FOR OPTION OR PHASE BIDS THE TOTALS FOR EACH MUST BE INCLUDED.				BID TOTAL	

PROPOSAL AND CONTRACT INSTRUCTIONS - FORM 944

1. The proposal must be typewritten or printed.
2. If more than one proposal on any project is submitted by any individual, firm, partnership, corporation, or association under the same or different names, only one lowest proposal will be considered.
3. Description of Work
 - A. If additional space is needed, insert appropriately numbered attachment and note "Continued on Attachment No. _____."
 - B. Where Wearing Surfaces are a part of this Contract, Average Daily Traffic (ADT) Count must be included in the description.
4. Part A of Page 1 to be completed by municipality. Part B of Page 1 to be completed by contractor. Schedule of Prices - Column #1 (Item), #2 (Approximate quantities), #3 (Unit, i.e., ton, square yard, linear feet, etc.) and #4 (Description, i.e., bituminous materials – 12.5 mm Wearing, 25.0 mm Base Course, etc.) must be filled in by the municipality to insure equitable bidding. Columns #5 (Unit Price), #6 (Total), and total amount of bid, must be filled in by the contractor. If more space is needed, add note at the bottom of the page: "Continued on Attachment No. 1-A," and add additional sheet designated as Attachment No. 1-A, 1-B, etc. Repeat for each additional sheet required.
5. If liquidated damages are to be assessed, add the following sentence to Part A #2. "If all work is not completed on time, liquidated damages will be assessed at a rate as set forth in the attached schedule."
6. Payment and Performance bonds are provided only by the successful bidder. Bonds must be in 100% of the amount of contract. The obligations of the Bonds must include the one (1) year warranty period. Bond Forms MS-944 Attachments 2 and 3 and Workmen's Compensation Affidavit Attachment 4 must be submitted by the successful bidder within 7 days of the contract award. Failure to submit the bonds shall constitute grounds to cancel the contract.
7. Construction projects, where the estimated cost of the total project exceeds \$100,000, are subject to the provisions of the Pennsylvania Prevailing Wage Act 442. It is the responsibility of the municipality to obtain the prevailing Wage Scale for the area and include it in the proposal. If the Prevailing Wage Act applies, this fact shall be noted in the advertisement.

On projects utilizing Federal Revenue Sharing Funds, if the project cost exceeds \$2,000 and is financed with 25% or more Federal Revenue Sharing Funds, the Davis Bacon Act applies. Again it is the responsibility of the municipality to obtain the Davis Bacon Wage Rates, include them in the proposal and note the fact in the advertisement. If both Acts are applicable, the Davis Bacon Act has preference over the Pennsylvania Prevailing Wage Act.
8. An ESCALATOR CLAUSE is optional; however, if used, it must be included in the proposal prepared by the municipality. An escalator clause may not be inserted by the contractor.

ANTI-COLLUSION AFFIDAVIT

County MONTGOMERY

Municipality UPPER FREDERICK

Project Number 0204-2304

State of _____

Fed. Project No. _____

County of _____

The undersigned deponent deposes and says that he is the _____
of the _____ Company; that he is authorized to make this affidavit
on behalf of said company in compliance with section 102.06(e) of Department Specifications, Publication
408, as amended and that the said company 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.

(Contractor)

BY

Sworn to and subscribed before me the undersigned notary public this _____ of _____, _____.

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: March 9, 2023 at 4:00PM

PROJECT (Brief Description Including Location):

The project includes providing all hauling, equipment, labor and materials for the installation of roadside swales, storm inlets, storm pipe, rip rap aprons, seeding and mulching of disturbed areas. The roadway paving and base repair portion of the project will include hauling, equipment and labor only. **All of the Superpave asphalt material required for this project will be purchased directly by the Township.**

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

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____

By: _____

Signature and Title

Signature and Title
(Attach Power of Attorney)

Attest: _____

Attest: _____

Signature and Title

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 to 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 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 Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
 - 1.2 In no event shall Bidder's and Surety's obligation 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 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 Owner, or
 - 3.3 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 paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will 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 on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one 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 pre-paid, 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. 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.

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?
Is 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)

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 Upper Frederick Township, Montgomery County, PA

Contract/Project No 0204-2304

Project Description – The project includes providing all hauling, equipment, labor and materials for the installation of roadside swales, storm inlets, storm pipe, rip rap aprons, seeding and mulching of disturbed areas. The roadway paving and base repair portion of the project will include hauling, equipment and labor only. All of the Superpave asphalt material required for this project will be purchased directly by the Township.

Project Location - Faust Road

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company 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 will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee 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, _____, authorized representative of the company 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

CONTRACT AWARD DOCUMENTS

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

- PERFORMANCE BOND (ATTACHMENT 2)
- PAYMENT BOND (ATTACHMENT 3)
- AFFIDAVIT RE: ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT (ATTACHMENT 4)
- CERTIFICATE OF INSURANCE

**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)

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 **one (1) year 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, 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 _____
(Date of Bond)

SEAL Attest/Witness

Contractor

Title

BY: _____
Title

SEAL Attest/Witness

Surety Company

Title

BY: _____
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 **one (1) year 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 material furnished or labor supplied or performed in the prosecution of the work,
whether or not the said material 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 to 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 or corporation, 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,
their, or its own name and may prosecute the same to final judgment for such sum or sums as may be justly due him, 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 or corporation hereunder shall be subject to the
provision 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, the said Principal and Surety have duly executed this Bond under seal this _____
day of _____, _____

SEAL Attest/Witness

Title

Contractor
BY: _____
Title

SEAL Attest/Witness

Title

Surety Company
BY: _____
Title

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

State of)
)
) SS:
)
County of)

being duly sworn according to law deposes and says that (they have) (he 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, 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 a 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		
(1) Contractors Liability	Each person \$ _____	Each Occurrence	\$ _____
	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 \$ _____	Aggregate	\$ _____
(2) Hired Vehicles	Each person \$ _____	Each Occurrence	\$ _____
	Each Occurrence \$ _____	Aggregate	\$ _____
(3) Other Non-owned Vehicles	Each person \$ _____	Each Occurrence	\$ _____
	Each Occurrence \$ _____	Aggregate	\$ _____

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

TECHNICAL SPECIFICATIONS

TS-1 CONSTRUCTION AND MATERIALS

All work, material, and construction must conform with the latest edition of PennDOT Publication 408, Sections 300 and 400 and Bulletins 14, 15, and 41. If conflict occurs between this contract and current PennDOT Standards and Specifications, the PennDOT Standards and Specifications shall govern.

TS-2 TEMPORARY ACCESS AND TRAFFIC MAINTENANCE

1. Free, safe passage to all properties shall be maintained at all times.
2. Emergency vehicles shall have access through the construction area and to all properties at all times.
3. 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.
4. Faust Road may be closed during active construction work with prior Township approval and with proper prior approved detour and signage.
5. Contractor shall notify residents within work area 72 hours prior to working on the roadway. Accommodations shall be made for mail delivery and trash services.
6. 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

1. The quantities shown on the proposal are approximate; they are not guaranteed and are subject to field verification to verify actual construction completed.
2. 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 167.

TS-5 EROSION CONTROL

The Contractor shall install and maintain any/ all erosion control measures that may be required by the County Conservation District. Erosion Control work needed to complete project pay items shall all be considered incidental items to be included in unit prices, unless otherwise specified.

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. This work shall be considered incidental and included in the unit prices.

TS-7 SUPERPAVE PAVING

1. Mill joints to a depth of two (2) inches and a width of three (3) feet (unless otherwise specified) and as directed by a Township Representative. Exact locations of milling shall be determined by a Township Representative prior to construction.
2. Superpave Asphalt Mixture placed on existing roadway surface and driveway aprons is to have joints sealed with rubberized sealant at all locations determined by a Township Representative. Joint sealant is considered an incidental item.
3. Provide paved transitions for all driveways as directed by the Township Representative.

TS-8 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 for additional project requirements.

TS-9 DRIVEWAYS

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

TS-10 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. Inlets shall be set level.
3. Riser height adjustment shall be accomplished with one-piece precast riser rings. 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 inlets to provide a smooth transition to outlet pipes and prevent any ponding of water in the inlets.
5. All pipe penetrations are to be sealed by forming and pouring or dry packing an approved concrete mix or non-shrink grout. No brick or block is permitted in the sealing of pipe penetrations.

TS-11 COMPLETION DATE

The entire project shall be completed by **November 1, 2024**.

TECHNICAL SPECIFICATIONS (specific to work items)

FAUST ROAD – (SITE 1)

ITEM 1 – Repair/Restore Inlet (Sta. 0+00, Lt.)

This item is for repair work to an existing Type C inlet box and hood located at Station 0+00, Lt. at the intersection of Faust Road and Big Road. The inlet top is to be removed, set aside and saved to be replaced after repair work to the inlet box has been completed. Four (4) #4 rebar dowels (approx. 8” in length) are to be drilled and grouted into the top of the existing inlet box. A three (3) to six (6) inch riser is to be cast on top of the inlet box and poured to adjust the grade to better fit the grade of the intersection area. The existing inlet top previously removed is to be reset and grouted. A low flow channel is to be installed as needed to achieve proper flow. Bid and paid as a Lump Sum.

ITEM 2 – Swale A Construction (Sta. 0+15 to Sta. 5+35, Lt.)

This item is for the construction of Swale A from STA. 0+15 to STA. 5+35, less the two driveway crossings shown on the plan. The “Existing swale to be cleaned” from STA. 5+35 to STA. 5+90 is considered incidental to this item and the work associated with this item is as directed by the Township Representative. Contractor is responsible for all debris removal. Grade/ construct swale in accordance with plans and construction details. Grade swales at driveway crossings for smooth transition to HDPE cross pipes. Any non-swale disturbed areas to receive 6” of topsoil, seed and mulch. Bid and paid as a Lump Sum.

ITEM 3 – Driveway Crossing (Sta. 1+60, Lt.)

Install 20 LF - 15” HDPE Driveway Cross-Pipe at Sta. 1+60, LT. (approx.) per plan location and driveway backfill detail. Restore any disturbed areas outside of the driveway limits with 6” of topsoil, then seed and mulch. Homeowners are to be notified of driveway crossings at least 24 hours prior to the start of work. Steel plates must be stored within the working site to provide access to the residence in case of emergencies. Removal of existing driveway cross pipe is considered incidental to this item. Bid and paid as a Lump Sum.

ITEM 4 – Driveway Crossing (Sta. 3+45, Lt.)

Install 20 LF - 15” HDPE Driveway Cross-Pipe at Sta. 3+45, LT. (approx.) per plan location and driveway backfill detail. Restore any disturbed areas outside of the driveway limits with 6” of topsoil, then seed and mulch. Homeowners are to be notified of driveway crossings at least 24 hours prior to the start of work. Steel plates must be stored within the working site to provide access to the residence in case of emergencies. Removal of existing driveway cross pipe is considered incidental to this item. Bid and paid as a Lump Sum.

ITEM 5 – Driveway Apron / Swale B (Sta. 2+70, Rt.)

This item is for all work to complete the driveway apron at STA. 2+70, RT. The existing gravel driveway apron is to be graded and compacted as shown on the Swale B Detail, sheet C.004, then 4” of 9.5mm WMA wearing course is to be placed and compacted in 2” lifts. It is anticipated that the existing gravel material can be graded and compacted as a subbase. Bid and paid as a Lump Sum.

ITEM 6 – Swale C Construction (Sta. 2+85 to Sta. 5+00, Rt.)

This item is for the construction of Swale C from STA. 2+85 to STA. 5+00, RT. Perform clearing and grubbing within areas of disturbance. Contractor is responsible for all debris removal. Grade/construct swale in accordance with plans and construction details. Transition swale at STA. 5+550, RT. to existing swale area. This work is incidental to this pay item. Any non-swale disturbed areas to receive 6” of topsoil, seed and mulch. All work is to be done per the plan, to the satisfaction of the township representative, and in accordance with PennDOT Publication 408. Bid and paid as a Lump Sum.

ITEM 7 – Detailed Area #1 (Sta. 12+00, Lt.)

This item is for all work shown in “DETAILED AREA #1”, on sheet C.003. This work includes the cleaning of existing swales, placement of R-5 rip rap, and minor driveway restoration using 9.5mm Wearing course. Areas of rip rap placement are to be cleared and grubbed of all debris, topsoil, and loose materials and lined with a Class A, Type 4 Geotextile. All rip rap is to be placed, not dumped. Rock and loose material on the edge of the driveway apron is to be removed and replaced with 9.5mm Wearing course. All asphalt joints are to be sealed with an approved rubberized sealer. All asphalt material is being purchased by the township. Equipment, hauling and labor of the asphalt and the purchase of all other material required for “DETAIL AREA #1” is considered part of this pay item. All work is to be done per the plan, to the satisfaction of the township representative, and in accordance with PennDOT Publication 408. Bid and paid as Lump Sum.

ITEM 8 – Detailed Area #2 (Sta. 14+00, Lt.)

This item is for all work shown in “DETAILED AREA #2”, on sheet C.003. This work includes swale construction, existing swale cleaning, removal/ restoration of existing stormwater pipes, installation of a standard Type M inlet, 45LF of 18” HDPE, and installation of Rip Rap Apron 1. Swale A is to be is to be graded for a smooth transition in and out of the existing driveway cross pipe at STA. 13+25. Roadway and driveway trenches from new and existing pipes are to be backfilled per the details on sheet C.004. All inlets are to receive low flow channels. All pipe penetrations are to be sealed by forming and pouring or placing an approved concrete mix or non-shrink grout. No brick or block is permitted in the sealing of pipe penetrations. All rip rap is to be placed, not dumped, and lined with a Class A, Type 4 Geotextile. The purchase of all material required for “DETAIL AREA #2” is considered part of this pay item. All work is to be done per the plan, to the satisfaction of the township representative, and in accordance with PennDOT Publication 408. Bid and paid as Lump Sum.

ITEM 9 – 3’ Mill Notch

Mill notches to a depth of two (2) inches and a width of three (3) feet across roadway and driveways as directed by a Township Representative. Exact locations of milling shall be determined by a Township Representative. All work is to be done per the plan, to the satisfaction of the Township Representative, and in accordance with PennDOT Publication 408. Bid and paid as Liner Foot.

ITEM 10 – BASE REPAIR

Provide base repair at locations to be determined by a Township Representative during construction. Sawcut and remove the areas indicated to the depth of three (3) inches. If suitable subgrade material is not located, as determined by a Township Representative, additional material shall be removed at an increment of three (3) inches until suitable material is located as directed by a Township Representative. Compact the bottom of the repair area and then place three (3) inches of 9.5mm Superpave over each increment, using two (2) lifts. Compact and seal joint with rubberized sealant. All work is to be done per the plan, to the satisfaction of the township representative, and in accordance with PennDOT Publication 408. Bid and paid as Square Yard.

ITEM 11 – 9.5mm SUPERPAVE SCRATCH COAT (Hauling, Equipment & Labor)

Sweep road surface and apply tack coat to receive scratch course. If directed by Township Representative, the road surface shall be swept and a tack coat applied to receive each layer of asphalt placed. All materials and work associated with the sweeping and tacking operations are considered incidental to the placement of the scratch course and/ or wearing course and are the responsibility of the Contractor. Install scratch course of Superpave Asphalt Mixture Design, WMA Wearing Course, PG 64-22, 0.3 < 3 million ESAL's, 9.5 mm mix, SRL-H. Exact location of scratch coat shall be determined by a Township Representative prior to construction. All work is to be done per the plan, to the satisfaction of the township representative, and in accordance with PennDOT Publication 408. Bid and paid in TONS.

ITEM 12 – 2” - 9.5mm SUPERPAVE WEARING COURSE (Hauling, Equipment & Labor)

Install 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. Driveway aprons shall be installed in locations directed by the Township Representative utilizing the 2” wearing course. Grading for driveway aprons at STA 1+00 & 2+00, RT. is considered incidental to this item. All work is to be done per the plan, to the satisfaction of the township representative, and in accordance with PennDOT Publication 408. Bid and paid as Square Yard.

FAUST ROAD – (SITE 2)

ITEM 13 – Swale A Construction (Sta. 0+25 to Sta. 2+50, Lt.)

This item is for the construction of Swale A from STA. 0+25 to STA. 5+50, LT. Perform clearing and grubbing within areas of disturbance. Contractor is responsible for all debris removal. Grade/ construct swale in accordance with plans and construction details. Grade swales at driveway crossings for smooth transition to HDPE cross pipes. Any non-swale disturbed areas to receive 6” of topsoil, seed and mulch. All work is to be done per the plan, to the satisfaction of the township representative, and in accordance with PennDOT Publication 408. Bid and paid as a Lump Sum.

ITEM 14 – Driveway Crossing (Sta. 2+60, Lt.)

Install 20 LF - 15” HDPE Driveway Cross-Pipe at Sta. 2+60, LT. (approx.) per plan location and driveway backfill detail. Restore any disturbed areas outside of the driveway limits with 6” of topsoil, then seed and mulch. Homeowners are to be notified of driveway crossings at least 24 hours prior to the start of work. Steel plates must be stored within the working site to provide access to the residence in case of emergencies. Bid and paid as a Lump Sum.

ITEM 15 – Bioswale Construction (Sta. 14+00 to Sta. 20+15, Rt.)

This item is for the construction of a Bioswale from STA. 14+00 to STA. 20+15, RT. Perform clearing and grubbing within areas of disturbance. Any trees 6” in diameter or smaller that are to be removed within the work area are incidental to the swale construction pay item. Any trees greater than 6” in diameter are bid and paid under a separate pay item. All tree stumps are to be completely removed as a part of this project and are to be considered incidental to the swale construction pay item. A Township representative will mark the trees to be removed prior to the start of construction. Contractor is responsible for all debris removal. Grade/ construct swale in accordance with plans and construction details. Any non-swale disturbed areas to receive 6” of topsoil, seed and mulch. Area near existing flared end section at STA. 20+15, RT. is to be cleaned-up as noted on the plan. This work is incidental to this pay item. Bid and paid as a Lump Sum.

ITEM 16 – Tree Removal (6”-12” Dia.)

This item is for the removal and disposal of trees between 6” and 12” in diameter that are marked for removal. All tree stumps are to be completely removed as a part of this item and are to be considered incidental to the tree removal pay item. Stump grinding is not permitted, the entirety of the stump and connected roots must be pulled from the ground. A Township representative will mark the trees to be removed prior to the start of construction. Contractor is responsible for all debris removal. Bid and paid as Each.

ITEM 17 – Tree Removal (12”-18” Dia.)

This item is for the removal and disposal of all trees between 12” and 18” in diameter that are marked for removal. All tree stumps are to be completely removed as a part of this item and are to be considered incidental to the tree removal pay item. Stump grinding is not permitted, the entirety of the stump and connected roots must be pulled from the ground. A Township representative will mark the trees to be removed prior to the start of construction. Contractor is responsible for all debris removal. Bid and paid as Each.

ITEM 18 – Modify Inlet (Sta. 22+65, Rt.)

This item is for the modification of the inlet top at STA. 22+65, RT. The existing Type M top is to be removed and replaced with a roadway storm manhole cover. Township is to retain any useful existing materials. Any type of grade adjustment to the inlet box or by way of a storm manhole riser ring, if needed, is incidental to this pay item. All work is to be done per the plan, to the satisfaction of the township representative, and in accordance with PennDOT Publication 408. Bid and paid as Lump Sum.

ITEM 19 – Swale D Construction (Sta. 24+00 to Sta. 31+60, Rt.)

This item is for the construction of Swale D from STA. 24+00 to STA. 31+60, RT. The Existing Standard Type M inlet at STA. 24+00 is to be modified with a 6” riser, with regrading in the area and the existing M top to be reset. This work is incidental to this item. Perform clearing and grubbing within areas of disturbance. Any trees 6” in diameter or smaller that are to be removed within the work area are incidental to the swale construction pay item. Any trees greater than 6” in diameter are bid and paid under a separate work item. All tree stumps are to be completely removed as a part of this project and are to be considered incidental to the swale construction pay item. A Township representative will mark the trees to be removed prior to the start of construction. Contractor is responsible for all debris removal. Grade/ construct swale in accordance with plans and construction details. Any non-swale disturbed areas to receive 6” of topsoil, seed and mulch. All work is to be done per the plan, to the satisfaction of the township representative, and in accordance with PennDOT Publication 408. Bid and paid as a Lump Sum.

ITEM 20 – Install Inlet (4’x4’) – (Sta. 26+00 and Sta. 29+50, Rt.)

This item is for the installation of a 4’x4’ Type 4 inlet box and M Top at STA. 26+00, RT. and STA. 29+50, RT. and to tie the boxes into the existing 15” HDPE pipe system. A transition slab and standard Type M top for the Type 4 boxes will be required. The existing 15” HDPE pipe is to be cut flush with the inside of the new boxes. Inlet is to be set at bottom of swale grade and receive low flow channels. All pipe penetrations are to be sealed by forming and pouring or installing an approved concrete mix or non-shrink grout. No brick or block is permitted in the sealing of pipe penetrations. All work is to be done per the plan, to the satisfaction of the township representative, and in accordance with PennDOT Publication 408. Bid and paid as EACH.

ITEM 21 – Replace Inlet (4’x4’) – (Sta. 27+50, Rt.)

This item is for the replacement of an existing 2’ x 4’ inlet with a 4’x4’ Type 4 inlet box at STA. 27+50, RT. and to tie the box into the existing 15” HDPE pipe system. A transition slab and resetting of the existing standard Type M top will be required. The existing 15” HDPE pipe is to be cut flush with the inside of the new boxes. Inlet is to be set at bottom of swale grade and receive low flow channels. All pipe penetrations are to be sealed by forming and pouring or installing an approved concrete mix or non-shrink grout. No brick or block is permitted in the sealing of pipe penetrations. Removal and disposal of existing inlet material is incidental to this pay item. All work is to be done per the plan, to the satisfaction of the township representative, and in accordance with PennDOT Publication 408. Bid and paid as EACH.

ITEM 22 – Detailed Area #3 (Sta. 31+60, Rt.)

This item is for the work shown in “DETAILED AREA #3”, on sheet C.003. The installation of Swale D and Swale A in this area are paid under a separate bid item. This item includes the removal of an existing inlet, installation of a standard Type M inlet, 25LF of 6” Schedule 40 PVC, the infiltration bed, and all associated backfill, grading, fittings and connection work needed to complete the item. The new inlet is to be set with the existing 15” HDPE set flush to the inside of the new inlet box. Infiltration Bed is to be installed per the detail on sheet C.004. Swale A and Swale D are to be graded for a smooth transition into the new Type M inlet. PVC pipe trench restoration is to be backfilled per the details on sheet C.004. Inlet is to receive a low flow channel. All pipe penetrations are to be sealed by forming and pouring or installing an approved concrete mix or non-shrink grout. No brick or block is permitted in the sealing of pipe penetrations. The purchase of all material required for “DETAIL AREA #3” is considered incidental to this pay item. Removal of the existing inlet and top are considered incidental to this item. All work is to be done per the plan, to the satisfaction of the township representative, and in accordance with PennDOT Publication 408. Bid and paid as Lump Sum.

ITEM 23 – Swale A Construction (Sta. 31+60 to Sta. 34+80, Rt.)

This item is for the construction of Swale A from STA. 31+60 to STA. 34+80, RT. Perform clearing and grubbing within areas of disturbance. Any trees 6” in diameter or smaller that are to be removed within the work area are incidental to the swale construction pay item. Any trees greater than 6” in diameter are bid and paid under a separate work item. All tree stumps are to be completely removed as a part of this project and are to be considered incidental to the swale construction pay item. A Township representative will mark the trees to be removed prior to the start of construction. Contractor is responsible for all debris removal. Grade/ construct swale in accordance with plans and construction details. Any non-swale disturbed areas to receive 6” of topsoil, seed and mulch. Bid and paid as a Lump Sum.

ITEM 24 – 15” HDPE Pipe (Sta. 31+60 to Sta. 34+00, Rt. & Sta. 34+00 to Sta. 34+25)

This item is for the installation of HDPE pipe. All pipe shall be from PennDOT approved suppliers. Any fittings needed for installation of the plastic pipe are incidental to the bid item. All pavement edges shall be sawcut prior to demolition. After install, the area around the trench must be backfilled per the specific trench location detailed on sheet C.004 and is incidental to pay item. Any other disturbed areas related to this work are to receive 6” of topsoil, seed and mulch and are incidental. All work is to be done per the plan, to the satisfaction of the township representative, and in accordance with PennDOT Publication 408. Bid and paid per Linear Foot.

ITEM 25 – Install Inlet (2’x4’) – (Sta. 34+00, Rt. and Sta. 34+25, Lt.)

This item is for the installation of a Standard 2’x4’ inlet box and M Top at STA. 34+00, RT. and STA. 34+25, LT. Inlet is to be set at bottom of swale grade and receive a low flow channel. All pipe penetrations are to be sealed by forming and pouring or installing an approved concrete mix or non-shrink grout. No brick or block is permitted in the sealing of pipe penetrations. All work is to be done per the plan, to the satisfaction of the township representative, and in accordance with PennDOT Publication 408. Bid and paid as Each.

ITEM 26 – Swale E Construction (Sta. 34+25 to Sta. 35+20, Lt.)

This item is for the construction of Swale E from STA. 34+25 to STA. 35+20, LT. Perform clearing and grubbing within areas of disturbance. Contractor is responsible for all debris removal. Grade/ construct swale in accordance with plans and construction details. Grade swales at driveway for a smooth transition to the driveway. Any non-swale disturbed areas to receive 6” of topsoil, seed and mulch. Bid and paid as a Lump Sum.

ITEM 27 – 15” HDPE Pipe (Sta. 36+80 to Sta. 37+05, Rt.)

This item is for the installation of HDPE pipe. The existing 2’x4’ inlet at STA. 36+80 does not have an existing penetration and must be cored into to receive the new HDPE Pipe. This work is considered incidental to this pay item. Pipe penetration into existing box must be core drilled or saw cut, no hammering of the inlet box is permitted. All pipe shall be from PennDOT approved suppliers. Any fittings needed for installation of the plastic pipe are incidental to the bid item. After installation, the area around the trench must be backfilled per the specific trench location detailed on sheet C.004. Any other disturbed areas related to this work are to receive 6” of topsoil, seed and mulch and are incidental. **CONTRACTOR IS RESPONSIBLE TO VERIFY DEPTH OF UNDERGROUND UTILITY UNDER PIPE RUN.** All work is to be done per the plan, to the satisfaction of the township representative, and in accordance with PennDOT Publication 408. Bid and paid per Linear Foot.

ITEM 28 – Install Inlet (2’x4’) – (Sta. 37+05, Rt.)

This item is for the installation of a Standard 2’x4’ inlet box and M Top at STA. 37+05, RT. Inlet is to be set at bottom of swale grade and receive a low flow channel. All pipe penetrations are to be sealed by forming and pouring or installing an approved concrete mix or non-shrink grout. No brick or block is permitted in the sealing of pipe penetrations. All work is to be done per the plan, to the satisfaction of the township representative, and in accordance with PennDOT Publication 408. Bid and paid as EACH.

ITEM 29 – Swale D Construction (Sta. 37+05 to Sta. 39+90, Rt.)

This item is for the construction of Swale D from STA. 37+05 to STA. 39+90, RT. Perform clearing and grubbing within areas of disturbance. Any trees 6” in diameter or smaller that are to be removed within the work area are incidental to the swale construction pay item. Any trees greater than 6” in diameter are bid and paid under a separate work item. All tree stumps are to be completely removed as a part of this project and are to be considered incidental to the swale construction pay item. A Township representative will mark the trees to be removed prior to the start of construction. Contractor is responsible for all debris removal. Grade/ construct swale in accordance with plans and construction details. Grade swales at driveway crossings and inlets for smooth transition to the driveway. Any non-swale disturbed areas to receive 6” of topsoil, seed and mulch. All work is to be done per the plan, to the satisfaction of the township representative, and in accordance with PennDOT Publication 408. Bid and paid as a Lump Sum.

ITEM 30 – Install 6” Base Drain (Sta. 42+95, Lt. to Sta. 47+35, Rt.)

This item is for the installation of a 6” corrugated plastic pavement base drain pipe. The pipe shall be from a PennDOT approved supplier. Any fittings needed for the installation of the plastic pipe are incidental to the pay item. Grading of discharge area and downstream swale called out on the plan is incidental to this item. All pavement edges shall be sawcut prior to demolition. After install, the trench must be backfilled per the specific trench location detailed on sheet C.004. Pipe shall be installed per PennDOT roadway construction specifications. All work is to be done per the plan, to the satisfaction of the township representative, and in accordance with PennDOT Publication 408. Bid and paid as Lineal Foot.

ITEM 31 – 3’ Mill Notch

Mill notches to a depth of two (2) inches and a width of three (3) feet across roadway and driveways as directed by a Township Representative. Exact locations of milling shall be determined by a Township Representative. All work is to be done per the plan, to the satisfaction of the Township Representative, and in accordance with PennDOT Publication 408. Bid and paid as Liner Foot.

ITEM 32 – BASE REPAIR

Provide base repair at locations to be determined by a Township Representative during construction. Sawcut and remove the areas indicated to the depth of three (3) inches. If suitable subgrade material is not located, as determined by a Township Representative, additional material shall be removed at an increment of three (3) inches until suitable material is located as directed by a Township Representative. Compact the bottom of the repair area and then place three (3) inches of 9.5mm Superpave over each increment, using two (2) lifts. Compact and seal joint with rubberized sealant. All work is to be done per the plan, to the satisfaction of the township representative, and in accordance with PennDOT Publication 408. Bid and paid as Square Yard.

ITEM 33 – 9.5mm SUPERPAVE SCRATCH COAT (Hauling, Equipment & Labor)

Sweep road surface and apply tack coat to receive scratch course. If directed by Township Representative, the road surface shall be swept and a tack coat applied to receive each layer of asphalt placed. All materials and work associated with the sweeping and tacking operations are considered incidental to the placement of the scratch course and/ or wearing course and are the responsibility of the Contractor. Install scratch course of Superpave Asphalt Mixture Design, WMA Wearing Course, PG 64-22, 0.3 < 3 million ESAL’s, 9.5 mm mix, SRL-H. Exact location of scratch coat shall be determined by a Township Representative prior to construction. All work is to be done per the plan, to the satisfaction of the township representative, and in accordance with PennDOT Publication 408. Bid and paid in TONS.

ITEM 34 – 2” - 9.5mm SUPERPAVE WEARING COURSE (Hauling, Equipment & Labor)

Install 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. Driveway aprons shall be installed in locations directed by the Township Representative utilizing the 2” wearing course. Grading for driveway aprons at STA 1+00 & 2+00, RT. is considered incidental to this item. All work is to be done per the plan, to the satisfaction of the township representative, and in accordance with PennDOT Publication 408. Bid and paid as Square Yard.

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. All of the Superpave asphalt material required for this project will be purchased directly by the Township.
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. Paving machine shall be capable of paving each lane in a single pass from the edge of paving (including driveway transitions) to the roadway centerline unless otherwise directed by the Township Representative.
10. Superpave asphalt material is being purchased directly by the Township. Contractor is responsible for coordination and transportation of material to the site as well as all equipment and labor required for the placement of the overlay. Contractor must verify proper mix design and secure associated paperwork. Material is located at Highway Materials, Inc., 1128 Crusher Road, Perkiomenville, PA 18074.
11. 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.
12. All pipe and structures shall be from PennDOT approved suppliers. Any fittings needed for installation of the pipe are incidental to the bid items.
13. Working hours shall be limited to 7:00 AM to 6:00 PM Monday through Friday.