

**BID DOCUMENTS**

**FOR THE**

**EAST PLYMOUTH VALLEY PARK PRESS BOX  
AND BALLFIELD RENOVATION PROJECT**

**PLYMOUTH TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

**JULY 2026**

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## ***INVITATION TO BID***

**Plymouth Township** will receive sealed bids online via the PennBid Program for the **East Plymouth Valley Park Press Box and Ballfield Renovation Project** until 10:00 a.m. on August 31, 2026 at which time and place they will be opened and the results will publicly displayed on PennBid.

Bidding Documents and all details are available at no cost at [www.PennBid.net](http://www.PennBid.net)

There will be a mandatory pre-bid meeting at the site, 900 Germantown Pike, Plymouth Meeting, PA 19462 at 10:00 a.m. August 12, 2026.

**Bidders should note the strict requirements and deadlines for compliance with the Plymouth Township's Responsible Contractor Ordinance, as set forth in the instructions to Bidders.**

Each bid must be accompanied by a certified check or bid bond payable to the order of **PLYMOUTH TOWNSHIP** executed by the bidder and acceptable surety, in an amount equal to ten (10%) percent of the base bid amount.

The successful bidder will be required to furnish and pay for satisfactory Performance and Payment Bond and Labor and Materials Bond in the amount of 100 percent (100%) of the Contract Price and a Maintenance Bond in the amount of ten percent (10%) of the Contract Price. The successful bidder will be required to pay Prevailing Wages, as set forth by the Pennsylvania Department of Labor and Industry.

**PLYMOUTH TOWNSHIP** hereby reserves the right to reject any or all bids submitted, or any portion thereof, and also reserves the right to waive any informalities or irregularities in bids received, when, within the sole discretions of the Township, such rejection of waiver is in the best interests of the Township.

**PLYMOUTH TOWNSHIP**  
**Matt West, Township Manager**

## **Scope of Work**

### **Scope of Work:**

Interior and exterior renovation to the existing press box and storage building located at Field #2. Including a new electrical sub-panel, lighting, outlets and all associated wiring. Demolition of existing dugout structures located at Fields #1, 2 and 4 and new dugout structures to be installed along with new concrete pads, associated fencing and black top. Field #1 backstop to be relocated closer to home plate. There will be an Alternate bid #1 for the installation of an artificial turf infield on Field #2 and Alternate bid #2 for new field fencing on Field 2. This will be a multi-prime project to include a general contractor and an electrical contractor.

### **PROJECT SPECIFIC BID INSTRUCTIONS**

It is the intent to describe a Complete Project which the Contractor undertakes to, (in full compliance with these drawings, specifications and contract) provide the East Plymouth Valley Park Press Box and Ballfield Renovation Project as specified on the Bid Form. The Contractor shall furnish all materials, equipment, tools, labor and work incident thereto, complete in place, unless otherwise provided and shall be responsible for the complete supervision, performance and completion of all work in accordance with the drawings, specifications, special provisions and Contract. Should any constructions of condition be anticipated on the project, which is not covered by these specifications, the special provisions thereof will be stated in the Bid Form by the bidder and shall be considered a part of the specifications as though they were fully contained herein

## INSTRUCTIONS TO BIDDERS

1. Defined Terms - Owner and Township shall mean the Home Rule Municipality of Plymouth Township, Montgomery County, Pennsylvania..
2. Qualifications of Bidders - To demonstrate his qualifications for the Project, each Bidder must submit written evidence of the financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located, in the Statement of Bidders Qualifications. Additionally, the contractor shall complete the Contractors Responsibility Certification Form provided, and shall submit the Form to the Township, to the attention of Richard Carbo via E-mail to [rcarbo@plymouthtownship.org](mailto:rcarbo@plymouthtownship.org), no later than August 19, 2026, at 4:00 p.m. together with all documentation required, a copy of which is provided, in order to be pre-qualified before submitting a bid. Failure to adhere to the requirements of this section of the Instructions To Bidders shall result in the bidder's disqualification.

**Specifically, each Certification Form shall be accompanied by a list of all trades or classifications of craft employees it will employ on the project and documentation confirming that the contractor has participated in a Class A Apprenticeship Program for the last three (3) years for each separate trade or classification in which it employs craft employees and shall continue to participate in such programs for the duration of the project.**

**The construction manager, general contractor or other lead or prime contractor responsible for the project shall ensure that at least 70 percent of the craft labor workers employed on the project shall be comprised of either journeyperson workers who have successfully completed a Class A Apprenticeship Program as defined in this section of this ordinance or apprentices registered in such programs. The apprenticeship participation must be in the same trade or craft for which the workers are employed on the project.**

**These requirements apply to all proposed subcontractors. Upon issuance of a Notice of Intent to Award the contract, the proposed successful bidder will have only seven (7) days to submit a subcontractor list containing the names of subcontractors that will be used for the referenced project, their addresses and a description of the work each listed subcontractor will perform on the project. At this time, a proposed successful bidder shall also submit subcontractor responsibility certifications for all listed subcontractors. Failure to meet the aforementioned above will result in the bidder being disqualified. Accordingly bidders are strongly encouraged to identify all subcontractors they will employ on the project in advance.**

**The Township will notify the prime contractor within fifteen (15) days of receipt of the contractor's pre-qualification submission, of the determination of the contractor's qualifications to submit a bid. Failure of the prime contractor to submit the required Certification Form and supporting documentation, as required for pre-qualification, will automatically disqualify any firm from submitting a bid.**

**At bidder's option, prime bidder may submit Contractors Responsibility Certification Form and supporting documentation in hard copy via hand delivery to the below address. Bidder shall be solely responsible for ensuring timely**

**delivery and receipt of submission documents prior to the deadline for submission.**

**Plymouth Township  
ATTN: Richard Carbo  
Director of Building and  
Grounds  
700 Belvoir Road  
Plymouth Meeting, PA 19462**

**The Contractor Responsibility Certification Form provided in the bidding documents shall be utilized by all prime bidders and subcontractors. A subcontractor's response to Question #2 on the Contractor Responsibility Certification Form shall refer to the firm's ability to meet insurance requirements.**

**3. Examination of Contract Documents and Site:**

- A. Before submitting this Bid, each Bidder must (1) examine the Contract Documents thoroughly, (2) visit the site to familiarize himself with local conditions that may in any manner affect performance of the work and (3) carefully correlate his observations with the requirements of the Contract Documents.
- B. Reference is made to the Specifications for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by the Engineer in preparing the Drawings and Specifications. Owner will make copies of such surveys and reports available to any Bidder requesting them. Before submitting his Bid each Bidder will, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his Bid price for performance of the work within the terms of the Contract Documents.
- C. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of these instructions.

**4. Interpretations - All questions about the meaning or intent of the Contract Documents shall be submitted to Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Engineer as have received the Bidding Documents. Questions received less than five days prior to the date for opening of bids will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.**

5. Bid Security - The amount and type of Bid Security is stated in the Invitation to Bid. The required security must be in the form of a certified or bank cashier's check made payable to Owner or a bid bond issued by a surety licensed to conduct business in the state where the Project is located and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The Bid Security of the successful Bidder will be retained until he has executed the Agreement and furnished the required Contract Security, where upon it will be returned; if he fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the Award may be retained by Owner until the earlier of the seventh day after the executed Agreement is delivered by Owner to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned within seven days of the Bid opening.

6. Contract Time - The number of days of the completion of work (the Contract time) is set forth in the Bid Form and will be included in the executed Agreement. Any provisions for liquidated damages are set forth in the Contract Documents.

7. Bid Form:

A. The Bid Form is included in the Contract Documents; additional copies may be obtained from Engineer.

B. Bid Forms must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

C. Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

D. Bids by partnerships must be executed in the partnership name and signed by a partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.

E. All names must be typed or printed below the signature.

F. The Bid shall contain an Acknowledgment of Receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

8. Submission of Bids - Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the bid security and other required documents.

9. Modification and Withdrawal of Bids - Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. Requests for withdrawal of Bids made after the bid opening shall be executed in accordance with the Public Contract Bid Withdrawal Law. Act No. 4 of 1974.

10. Opening of Bids - Bids will be opened as indicated in the Invitation to Bid.

11. Bids to Remain Open - All Bids shall remain open for sixty days after the day of the Bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid security prior to that date.

12. Award of Contract:

A. Owner reserves the right to reject any and all bids and waive any and all informalities, and the right to disregard all nonconforming or conditional Bids or counter proposals.

B. In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Forms. He may consider the qualifications and experience of subcontractors and other persons and organization (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identify of subcontractors and other persons and organizations must be submitted as specified in the Supplemental Conditions or Specifications. He may conduct such investigations as he deems necessary to establish the responsibility, qualifications and financial ability of the Bidders, proposed subcontractor and other persons and organizations to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

C. If a Contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by Owner indicates to Owner that the Award will be in the best interest of the Project.

D. If the Contract is to be awarded. Owner will give the apparent successful Bidder a Notice of Award within sixty days after the day of the Bid opening.

E. Simultaneously with delivery of the executed counterparts of the Agreement to Owner, Contractor shall deliver the Owner the required Contract Security.

13. Fees, Permits and Taxes

A. Bidders are advised to contact the Tax Office of the Township to determine what fees, permits or taxes may be applicable on this project. The Township will not waive such costs.

14. Equal Opportunity Employer

A. The contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

15. The following executed Contract Documents must be submitted with the Bid:

- a. Statement of Bidders Qualifications
- b. Bid Form
- c. Bid Bond or Certified Check
- d. Non-Collusion Affidavit
- e. Contractor Responsibility Certification Form

**Failure to submit any of the documentation listed above shall result in bidder's disqualification.**

## **STATEMENT OF BIDDERS 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 a separate attached sheet. The Bidder may submit any additional information he desires. Failure to submit a Statement of Bidders Qualifications and answer all questions below shall result in bidder's disqualification.

- 1 Name of Bidder \_\_\_\_\_
- 2 Permanent main office address \_\_\_\_\_
- 3 When was it organized? \_\_\_\_\_
- 4 If a corporation, where incorporated? \_\_\_\_\_
- 5 How many years have you been engaged in improvement work of this type under your present firm or trade name?  
\_\_\_\_\_
- 6 Contract on hand:(Schedule these showing gross amount of each contract and the appropriate anticipated dates of completion.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 7 General character of work performed by you  
\_\_\_\_\_  
\_\_\_\_\_
- 8 Have you ever failed to complete any work awarded to you? If so, where and why? Please provide name, address and phone number.  
\_\_\_\_\_  
\_\_\_\_\_

9 Have you ever defaulted on a contract? If so, where and why? Please provide name, address and phone number.

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10 List the more important contracts in Eastern Pennsylvania recently completed by you, stating the approximate gross cost for each and the month and year completed. Please provide name, address and phone number.

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11 List any projects completed within the last two years for which you have not been paid in full. Present reasons for non-payment. Please provide name, address and phone number.

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12 List your major equipment available for this Contract.

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13 Experience in improvement work similar in importance to this Project.

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14 Background and experience of the principal member of your organization including the officers.

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15 Give bank references and address:

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16 A detailed financial statement must be furnished by low bidder after opening of bids.

17 Will you, upon request, furnish any other information that may be required by the municipality?

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The undersigned hereby authorizes and requests and person, firm or corporation to furnish any information requested by the municipality in verification of the recitals comprising this Statement of Bidder's Qualifications.

This \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_.

Name of Bidder

By:

Title:

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF \_\_\_\_\_ : SS

\_\_\_\_\_ being duly sworn, deposes and says that he is

\_\_\_\_\_ of

(Name of Bidders Organization)

and that the answers to the foregoing questions and all statements therein contained are true and

correct. Subscribed and sworn before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_.

Notary Public

My Commission Expires:

**B I D F O R M**  
**GENERAL CONTRACTOR**

**EAST PLYMOUTH VALLEY PARK PRESS BOX AND BALLFIELD RENOVATION PROJECT**

**Failure to submit a fully executed Bid Form shall result in bidder's disqualification**

Plymouth Township  
700 Belvoir Road  
Plymouth Meeting, PA 19462

Attention: Mr. Richard Carbo  
Director of Buildings and Grounds

\_\_\_\_\_, hereby proposes to furnish all labor and materials described in the specifications and in accordance with the General Conditions Scope of Work, all other conditions and drawings for the East Plymouth Valley Park Press Box and Ballfield Renovation Project following all details, explanations and instructions of the consultant and subject to the approval of said consultant.

In submittal, the firm listed as bidder, has reviewed the site and is in total agreement with the project specifications.

Work Includes – Furnish all materials, labor and equipment to renovate the existing press box building, demo existing dugout structures and install new specified dugout structure along with all associated concrete, blacktop, retaining wall and fencing systems.

\$ \_\_\_\_\_

In Words: \_\_\_\_\_

**ADD ALTERNATE #1:**

Work includes: Furnish all materials, labor and equipment to install an artificial turf infield on Field #2 as specified in the contract documents.

\$ \_\_\_\_\_

In Words: \_\_\_\_\_

**ADD ALTERNATE #2:**

Work includes the demo of existing fencing along the entire perimeter of Field #2 and installation of new fencing as specified in the contract documents..

\$ \_\_\_\_\_

In Words: \_\_\_\_\_

**The undersigned agrees that the following bulletins and/or addenda, which have been issued during the bidding period, have been received and have been considered before and in preparation of this proposal.**

Bulletin or Addenda Number

Date Received

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

Treasurer's check or bid bond in the amount of not less than ten percent (10%) of the amount of the base bid to be held and applied as provided in the contract documents, and in particular, Instructions to Bidders.

Contractor shall furnish Performance and Payment Bonds in 100% of the Contract Price as security for the faithful performance of his/her obligations under the contract. Insurance requirements are stated in the General Conditions.

Payment for the project (100%) will be made only when the specified guarantee is submitted to Plymouth Township.

The undersigned has inspected proposed site, and this proposal is made with full knowledge of the conditions revealed by a reasonable inspection of the site.

The undersigned has inspected proposed site, and this proposal is made with full knowledge of the conditions revealed by a reasonable inspection of the site.

The undersigned hereby certifies that this proposal is genuine, not sham or collusive, or made in the interest of, or on behalf of any person, firm or corporation not herein mentioned, and that the undersigned has not, in any manner, sought by collusion to secure an advantage for himself over any other bidder.

The undersigned has reviewed specifications, drawings, associated documents and the area to be worked on and certifies that he/she has visited the site and is familiar and in agreement with the specification package. Please fill in the following approximate timing to complete the project:

Start Date: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Number of Working Days: \_\_\_\_\_

The undersigned, intending to be legally bound, hereby agrees that this proposal shall be irrevocable and shall remain subject to acceptance for sixty (60) days after the actual date of the opening of bids.

When the Bidder is an Individual:

\_\_\_\_\_

\_\_\_\_\_  
Contractor Individual (Seal)

\_\_\_\_\_  
Address:

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

Telephone Number:

When the Bidder is a Partnership:

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

Witness:

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

\_\_\_\_\_  
Contractor Partnership (Seal)

Partners:

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

When the Bidder is a corporation:

(Corporate Seal)

\_\_\_\_\_  
Contractor Corporation

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

\_\_\_\_\_  
Authorized Representative\*\*

The corporation duly exists under the laws of the Commonwealth of Pennsylvania and is qualified to do business in the Commonwealth of Pennsylvania.

\*\* Attach appropriate proof, dated as of the date of the Proposal, evidencing authority to execute on behalf of the Corporation in accordance with the requirement of the Contract documents

Note: Bidder must have a valid Pennsylvania  
Business License prior to signing a contract  
for this project.

Bids not received by the prescribed time and date shall be returned unopened. No  
Exceptions will be made.

Date: \_\_\_\_\_

Telephone Number : \_\_\_\_\_  
(please give toll free if available)

Federal E. I. Number: \_\_\_\_\_

## SUBCONTRACTORS LIST

In the event the General Contractor intends to do all of the subcontracted work, his company MUST BE LISTED FOR EACH CATEGORY.

If awarded this contract, we \_\_\_\_\_  
(name of bidder)  
will award subcontracts to the following subcontractors.

Where we intend to perform the work with our own forces, our name is listed as subcontractor.

**Failure to submit this Subcontractor's list within seven (7) day after the issuance of a Notice of Intent to Award for the referenced contract, shall result in successful bidder's disqualification.**

**Subcontractor/Trade  
classification**

**Name & Address**

**Federal I.D.#**

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**B I D F O R M**  
**ELECTRICAL CONTRACTOR**

**EAST PLYMOUTH VALLEY PARK PRESS BOX AND BALLFIELD RENOVATION PROJECT**

**Failure to submit a fully executed Bid Form shall result in bidder's disqualification**

Plymouth Township  
700 Belvoir Road  
Plymouth Meeting, PA 19462

Attention: Mr. Richard Carbo  
Director of Buildings and Grounds

\_\_\_\_\_, hereby proposes to furnish all labor and materials described in the specifications and in accordance with the General Conditions Scope of Work, all other conditions and drawings for the East Plymouth Valley Park Press Box and Ballfield Renovation Project following all details, explanations and instructions of the consultant and subject to the approval of said consultant.

In submittal, the firm listed as bidder, has reviewed the site and is in total agreement with the project specifications.

Work Includes – Furnish all materials, labor and equipment to complete all electrical work associated with the renovation of the press box building as specified in the contract documents.

\$ \_\_\_\_\_

In Words: \_\_\_\_\_

**The undersigned agrees that the following bulletins and/or addenda, which have been issued during the bidding period, have been received and have been considered before and in preparation of this proposal.**

Bulletin or Addenda Number

Date Received

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Treasurer's check or bid bond in the amount of not less than ten percent (10%) of the amount of the base bid to be held and applied as provided in the contract documents, and in particular, Instructions to Bidders.

Contractor shall furnish Performance and Payment Bonds in 100% of the Contract Price as security for the faithful performance of his/her obligations under the contract. Insurance requirements are stated in the General Conditions.

Payment for the project (100%) will be made only when the specified guarantee is submitted to Plymouth Township.

The undersigned has inspected proposed site, and this proposal is made with full knowledge of the conditions revealed by a reasonable inspection of the site.

The undersigned has inspected proposed site, and this proposal is made with full knowledge of the conditions revealed by a reasonable inspection of the site.

The undersigned hereby certifies that this proposal is genuine, not sham or collusive, or made in the interest of, or on behalf of any person, firm or corporation not herein mentioned, and that the undersigned has not, in any manner, sought by collusion to secure an advantage for himself over any other bidder.

The undersigned has reviewed specifications, drawings, associated documents and the area to be worked on and certifies that he/she has visited the site and is familiar and in agreement with the specification package. Please fill in the following approximate timing to complete the project:

Start Date: \_\_\_\_\_  
Completion Date: \_\_\_\_\_  
Number of Working Days: \_\_\_\_\_

The undersigned, intending to be legally bound, hereby agrees that this proposal shall be irrevocable and shall remain subject to acceptance for sixty (60) days after the actual date of the opening of bids.

When the Bidder is an Individual:

\_\_\_\_\_

\_\_\_\_\_  
Contractor Individual (Seal)

\_\_\_\_\_  
Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Telephone Number:

When the Bidder is a Partnership:

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

\_\_\_\_\_  
Contractor Partnership (Seal)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

Witness:

Partners:

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

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

When the Bidder is a corporation:

(Corporate Seal)

\_\_\_\_\_  
Contractor Corporation

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

\_\_\_\_\_  
Authorized Representative\*\*

The corporation duly exists under the laws of the Commonwealth of Pennsylvania and is qualified to do business in the Commonwealth of Pennsylvania.

\*\* Attach appropriate proof, dated as of the date of the Proposal, evidencing authority to execute on behalf of the Corporation in accordance with the requirement of the Contract documents.

## **BID BOND**

**Failure to submit a fully executed Bid Bond shall result in bidder's disqualification.**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  
as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound  
unto

\_\_\_\_\_ as OWNER in the penal sum of \_\_\_\_\_ for  
the payment of which, well and truly to be made, we hereby jointly and severally bind  
ourselves, successors and assigns. Signed, this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted to  
\_\_\_\_\_ a certain BID, attached hereto and hereby made a part hereof  
to enter into a Contract in writing, for the

NOW, THEREFORE,

- A. If said BID shall be rejected, or
- B. If said BID shall be accepted and the Principal shall execute and deliver a Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_ (L.S.)

Principal

SURETY

BY:

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located. The bonds must be executed by a surety company that is rated A by A.M. Best & Co. There will be no exceptions.

### **NON-COLLUSION AFFIDAVIT**

**Failure to submit a fully executed Non-Collusion shall result in bidder's disqualification**

Contract/Bid No. \_\_\_\_\_

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

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

5. \_\_\_\_\_, its affiliates, subsidiaries, officers, directors,

(Name of my firm)

and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understands  
(Name of my firm)  
and acknowledges that the above representations are material and important, and will  
be relied on by \_\_\_\_\_ of the true  
(Name of Public Entity)

Facts relating to the submission of bids for this Contract.

\_\_\_\_\_  
(Name of Company Position)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS  
DAY OF \_\_\_\_\_,  
20\_\_\_\_

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

My Commission Expires:

**SAMPLE – DO NOT COMPLETE**

**THIS AGREEMENT**, effective the       day of                      , 20\_\_ by and between **PLYMOUTH TOWNSHIP**, Montgomery County, Pennsylvania (hereinafter called "Municipality") and **CONTRACTOR NAME** (hereinafter called "Contractor").

**WITNESSETH**

**WHEREAS**, Municipality publicly advertised for bids for the **EAST PLYMOUTH VALLEY PARK PRESS BOX AND BALLFIELD RENOVATION PROJECT** and, contractor was the successful bidder for the project.

**NOW, THEREFORE**, in consideration of the premises and of the covenants, hereinafter set forth, and intending to be legally bound hereby, the parties agree as follows:

1. **Contract Documents** - The Contract Documents shall consist of the following:
  - A. This Agreement
  - B. Bid
  - C. All Documents in Table of Contents
2. **Contract Price** - Municipality shall pay the Contractor and the Contractor agrees to accept the sum of XXX XXXX (\$XXXXX.XX) Dollars in full satisfaction for the materials to be supplied and work to be performed under this Agreement, in accordance with aforesaid Contract Documents. Provided, however, the Municipality reserves the right to reduce the scope of the work with an accompanying reduction in the Contract Price.
3. **Materials** - Contractor shall furnish F.O.B. Contractors Plant, the materials at the prices stipulated, as directed and required by the Municipality from time to time, in accordance with the Contract Documents.

4. **Work** - Contractor shall furnish all supervision, technical personnel, labor, tools, equipment and services, including utility and transportation services, required under the Contract Documents.

5. **Interpretation** - Notwithstanding any provision of this Agreement to the contrary, the interpretation placed upon any provision of this Agreement by the Municipality shall be final and binding between parties hereto.

6. **Governing Law** - This Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania.

7. **Materials - Municipality Approval Required** - Contractor covenants and agrees that all material shall be to the satisfaction and approval of the Municipality Engineer, or other designated representative of the Municipality.

8. **Compensation - Materials** - Contractor agrees to receive and the Municipality agrees to pay the prices set forth above as full compensation for the materials specified.

9. **Work - Municipality Approval Required** - Contractor covenants and agrees that all work and labor shall be performed to the satisfaction and approval of the Municipality Engineer, and other designated representatives of the Municipality.

10. **Compensation - Work** - Contractor agrees to receive and the Municipality agrees to pay the prices set forth above as full compensation for the work specified.

11. **Rejection of Materials and Work Received** - Payments made under this Contract shall not bind the Municipality to the acceptance of any materials furnished or work performed.

12. **Assignment and Sublet Prohibited** - Contractor shall not assign this Contract nor any part thereof, nor any right to any monies to be paid the Contractor hereunder, nor shall any part of the work to be done, or materials to be furnished under this Contract, be sublet without consent in writing of Municipality.

13. **Compliance with Laws** - Contractor shall comply with all provisions of federal, state and local laws with respect to the materials supplied and work performed.

14. **Indemnification** - Contractor shall indemnify and hold harmless Municipality of and from any and all claims, liabilities, judgments, awards or verdicts arising from the work performed or materials supplied under this Agreement by Contractor, including interest, court costs and attorney's fees. The Contract Documents pertaining to indemnifications, wherever and however that phrase is used, shall be construed as if the members of the Municipality Council and the Municipality's employees or agents were named therein as additional indemnities. The word "expense" when used in any provision concerning indemnity, shall be deemed to include, but shall not be limited to attorney's fees, court costs and interest.

15. **Contractor Default** - In the event of the failure of the Contractor to provide all the materials and do all of the work required hereunder or to comply with any of the terms to this Agreement, the Municipality may upon 48 hours written notice by certified mail, return receipt requested, terminate this Contract and proceed as set forth in the specifications in the event of such termination at the cost and expense of the Contractor. The Municipality shall have the power to determine, in its sole discretion, that there has been a default or violation by the Contractor as to any of the provisions of this Agreement or any part of the Contract Documents.

16. **Bonds** - Contractor covenants and agrees to furnish Municipality with the following bonds in a form satisfactory to the Municipality with sufficient surety or sureties, which bonds shall be attached hereto and made a part hereof:

A. A Performance Bond in the amount of one hundred percent (100%) of the Contract Price for the faithful performance of the Agreement;

B. A Material and Labor Bond in the amount of one hundred percent (100%) of the Contract Price for the payment of all persons performing labor or furnishing materials in connection with this Agreement; and,

C. A Maintenance Bond in the amount of ten percent (10%) of the Contract Price for the maintenance of the work performed under this Agreement for a period of one (1) year from the date of completion and acceptance of the work performed under this Agreement.

17. **Extra Work or Materials** - Contractor shall not be entitled to demand or receive payment for any work as "extra work" or "extra materials" unless ordered in writing by the Municipality, at a price agreed upon in writing by the Contractor and the Municipality prior to its commencement of delivery.

18. **Commencement - Completion** - Contract covenants and agrees that the materials furnished and work performed under this Agreement shall be commenced not later than as directed by the Municipality, and the Contractor shall perform the work and provide the materials continuously and without interruption to its completion not later December 31, 2026 unless suspension thereof is due to unsuitable weather or other conditions which have been approved by the Municipality.

19. **Liquidated Damages** - In addition to any other remedy available to the Municipality under this Contract under law or at equity, in the event the Contractor shall fail to perform all of the terms of this Contract by the time of completion referred to herein, then and in that event, the Contractor agrees to pay the sum of Five Hundred (\$500.00) Dollars per day for each working day that the Contractor fails to complete the work beyond the completion date, plus any agreed upon extensions thereto. This payment shall be considered as liquidated damages and not a penalty. The total liquidated damages shall be deducted from the remaining payment to the Contractor under the contract. If the total liquidated damages is in excess of the amount remaining to be paid to the Contractor, the total liquidated damages shall be paid by the Contractor to the Municipality within thirty (30) days and any late payment shall be paid together with interest at the rate of one percent (1%) per month, and all collection costs, attorney's fees and court costs incurred by the Municipality.

20. **Prevailing Minimum Wage** - Contractor agrees to pay workmen employed in the performance of this Agreement not less than the prevailing minimum wage rates as determined for various crafts or classifications by the applicable federal and state governmental agencies.

21. **Worker's Compensation** - Contractor covenants and agrees to execute an affidavit accepting the provisions of the Worker's Compensation Act of 1915, as amended, which affidavit shall be attached hereto and made a part hereof.

22. **Liability Insurance** - Contractor shall maintain during the term of this Contract, at its own expense, the following liability insurance coverages:

A. General Public Liability Insurance (non-automotive) for personal injury in the amount of One Million (\$1,000,000.00) Dollars for each occurrence and One Million (\$1,000,000.00) Dollars in the aggregate and for property damage in the amount of Five Hundred Thousand (\$500,000.00) Dollars;

B. Automotive Liability Insurance for personal injury in the amount of One Million (\$1,000,000.00) Dollars for each occurrence and One Million (\$1,000,000.00) Dollars in the aggregate and for property damage in the amount of Five Hundred Thousand (\$500,000.00) Dollars; and

C. Umbrella Excess Liability coverage policy in the amount of Three Million (\$3,000,000.00) Dollars.

D. Workers Compensation and Employer's Liability (see IR – 1)

The required policies of insurance and others that may be necessary to comply herewith shall be maintained in the amounts set forth and shall name the Municipality as a coinsured and shall otherwise indemnify and hold the Municipality harmless from all manner of claims and lawsuits arising out of the performance of this Contract at the insurer's expense, all necessary legal aid, counsel and representations to the Municipality.

All required insurance policies shall be issued by an insurance carrier licensed and authorized to do business in the Commonwealth of Pennsylvania and shall be obtained and properly endorsed in favor of the Municipality before execution of the Contract hereunder. The policies shall remain in full force and effect until the expiration of the term of this Contract or the completion of all duties to be performed hereunder by the Contractor, whichever shall occur later. The Contractor shall deposit with the Municipality the original policies of insurance or true copies thereof prior to commencing work under this Contract.

Each and every policy of insurance required pursuant to the terms of this Contract shall carry with it an endorsement to the effect that the insurance carrier will send the Municipality, by certified mail, return receipt requested, written notice of any modifications, alterations or cancellations of any such policy or policies or the terms thereof at least ten (10) days prior to the effective date of any such modifications, alterations or cancellations. If such modifications, alterations or cancellations shall cause the insurance coverage required hereunder to fail to meet the minimum requirements set forth herein, the Contractor shall be deemed to be in default and the Municipality may terminate this Agreement as of the effective date of such change in insurance coverage, and the surety on the Performance Bond may be held responsible by the Municipality for losses resulting therefrom.

**23. Contract Forbearance Not a Waiver** - Any forbearance by the Municipality in executing any right or remedy under the Contract, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy by the Municipality.

**IN WITNESS WHEREOF**, the parties hereto have hereunto executed this document by their duly authorized officers and affix their corporate seals on the aforementioned date.

**PLYMOUTH TOWNSHIP**

By \_\_\_\_\_  
Lynne Viscio, Chair

**(MUNICIPAL SEAL)**

Attest \_\_\_\_\_  
Matt West  
Manager/Secretary

**CONTRACTOR:**

By \_\_\_\_\_  
President

**(CORPORATE SEAL)**

Attest \_\_\_\_\_  
Secretary

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

---

(Name of Contractor)

---

(Address Contractor)

a \_\_\_\_\_,

(Corporation, Partnership, or Principal)

hereinafter called Corporation, Partnership or Principal and

---

(Name of Surety)

---

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

---

(Name and Address of Owner)

hereinafter called Owner, in the penal sum of Dollars, \$(\_\_\_\_\_), in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted the OWNER, with or without notice to the Surety and during the one year guarantee period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

Principal

\_\_\_\_\_  
(Principal Secretary)  
(SEAL)

By \_\_\_\_\_(s)

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

By

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR IS Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located. The bonds must be executed by a surety company that is rated A by A.M. Best & Co. There will be no exceptions.

Surety

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

\_\_\_\_\_  
\_\_\_\_\_  
Witness as to Surety (Address)

\_\_\_\_\_  
(Address)

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

---

(Name of Contractor)

---

(Address of Contractor)

a \_\_\_\_\_, (Corporation, Partnership or Individual)  
hereinafter called Principal, and

---

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

---

(Name and Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars, \$(\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by the presents.

THE CONDITION OF THE OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_ 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_ Day of \_\_\_\_ 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

By \_\_\_\_\_ (s)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

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

\_\_\_\_\_  
\_\_\_\_\_  
Witness as to Surety

(Address)

\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located. The bonds must be executed by a surety company that is rated A by A.M. Best & Co. There will be no exceptions.

## CONTRACTOR'S AFFIDAVIT

STATE OF:

COUNTY OF:

Before me, the undersigned, a \_\_\_\_\_ In  
and for said \_\_\_\_\_  
(Notary Public, Justice of the Peace or Alderman)

County & State, personally appeared \_\_\_\_\_  
, \_\_\_\_\_  
(Individual, Partner, or duly authorized representative of Corp. Contractor)

who being duly sworn according to law, deposes and says that all labor, material and  
outstanding claims and indebtedness of whatever nature arising out of the performance of  
the CONTRACT of the (Owner) \_\_\_\_\_ with  
(Contractor) \_\_\_\_\_

have been paid in full. \_\_\_\_\_  
, \_\_\_\_\_  
(Individual, Partner, or duly authorized representative of Corp. Contractor)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_, 20

Notary Public

IN WITNESS WHEREOF, the PRINCIPAL AND SURETY have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each signed by its proper officers, pursuant to authority of its governing body. In presence of:

\_\_\_\_\_  
(Individual or Partnership Principal)

\_\_\_\_\_  
(Address)

Witness:

Attest:

\_\_\_\_\_  
(Corp. Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_ By  
(Affix Corporate Seal)

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
(Business Address)

By  
(Affix Corporate Seal)

## CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT: \_\_\_\_\_  
(Contractor)  
of \_\_\_\_\_ County and State of \_\_\_\_\_ does hereby acknowledge  
that he has received this day of and from the \_\_\_\_\_  
(Owner)

The sum of ONE DOLLAR (\$1.00) and other valuable consideration in full satisfaction and  
payment of

all sums of money owing payable and belonging to \_\_\_\_\_  
(Contractor)

by any means whatsoever, for on account of a certain agreement hereinafter called the  
CONTRACT, between and said \_\_\_\_\_ and \_\_\_\_\_  
(Owner) (Contractor)

Dated

NOW, THEREFORE, the said \_\_\_\_\_ (for myself, my heirs, executors  
and  
(Contractor)

administrators) (for itself, its successors and assigns) do by these presents remise, release,  
quit, claim and

forever discharge the said \_\_\_\_\_ its successors and  
assigns, of and from all claims and demands arising from or in connection with the said  
CONTRACT dated  
and of and from all, and all manner of actions, cause or causes of money, accounts,  
reckonings, bonds, bill, specialties, covenants, contracts, agreements, promises, variances,  
damages, judgments, extends, executions, claims and demand, whatsoever in law or equity/or  
otherwise which against the said \_\_\_\_\_ its successors

\_\_\_\_\_  
(Owner)

and assigns, ever had, now have, or which (I, my heirs, executors, or administrators) (it/its  
successors and assigns) herein after can, shall or may have, for upon or by reason of any  
matter,

cause or thing whatsoever, from the beginning of the world to the date of these presents.

IN WITNESS WHEREOF \_\_\_\_\_ has caused these presents to be  
(Contractor)  
executed the \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

Signed, Sealed and Delivered in the presence of:

\_\_\_\_\_  
(Individual) \_\_\_\_\_(SEAL)

\_\_\_\_\_  
(Partnership Contractor) \_\_\_\_\_(SEAL)

\_\_\_\_\_ By \_\_\_\_\_(SEAL)  
(Partner)

Attest: \_\_\_\_\_(SEAL)  
(President or Vice-President)

\_\_\_\_\_ By  
(Secretary)

(CORPORATE SEAL)

## **MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned

(here inset the name or legal title and address of Contractor)

as PRINCIPAL, AND

(here insert the legal title of Surety)

a corporation organized and existing under the laws of the State of \_\_\_\_\_ as SURETY  
are held and firmly bound unto

(here inset name or legal title and address of Owner) as OBLIGEE, in full and just several  
sums of \_\_\_\_\_ DOLLARS (\_\_\_\_\_) for maintenance, lawful money of  
the United States of America, to be paid to the said OBLIGEE, or its attorney, successors or  
assigns, to the payment of which sums well and truly to be made, the said PRINCIPAL AND  
SURETY bind themselves, their heirs, administrators, executors, successors and assigns,  
jointly and severally, firmly by these presents:

WHEREAS, said PRINCIPAL has entered into a certain CONTRACT with said OBLIGEE,  
dated

\_\_\_\_\_, 20\_\_\_\_, (hereinafter called the CONTRACT) for

which CONTRACT and the CONTRACT DOCUMENTS for said WORK shall be deemed a part  
hereof as fully as if set forth herein.

NOW, THEREFORE, the joint and several conditions of this BOND are such:

That if the above bonded PRINCIPAL shall remedy without cost to the said OBLIGEE any  
defects which may develop during a period of one year from \_\_\_\_\_, the day of  
completion and acceptance of the WORK performed under said CONTRACT, provided such  
defects in the judgement of the obligee, or its successors having jurisdiction in the premises,  
are caused by defective or inferior material this part of this obligation shall be void, otherwise, it  
shall be and remain in full force and effect.

The PRINCIPAL and the SURETY agree that any alteration, changes or additions to the CONTRACT DOCUMENTS, and/or alterations, changes or additions to the WORK to be performed under the CONTRACT in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes or additions to the CONTRACT, and/or any given by the OBLIGEE of any extensions of time for the performance of the CONTRACT 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 the CONTRACT and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS and by the CONTRACT, 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 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.

The bonds must be executed by a surety company that is rated A by A.M. Best & Co. There will be no exceptions.

## INSURANCE REQUIREMENTS

### 1.1 INDEMNIFICATION

The contractor shall, at all times, indemnify and save harmless the Owner of and from all claims of whatsoever nature, including (without limitation) claims which may be made by any of the employees of the Contractor or by any employees of any Subcontractor to whom the Contractor may have let the performance of any part of the work embraced by the Contract, and the Contractor will appear for and defend the Owner against any and all such claims.

### 2.1 CONTRACTOR'S INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification, it is agreed that Contractor shall maintain, in force, at all times during the performance of this Agreement the following policy or policies of insurance:

#### COVERAGE

#### MINIMUM AMOUNTS

##### General Liability

Comprehensive General Liability,  
including:  
Premises and Operations  
Underground, Explosive and Collapse  
Products and Completed Operations  
Contractual Liability  
Personal Injury Liability  
Broad Form Property Damage  
Independent Contractors

\$1,000,000 per occurrence,  
combined single limit

##### Automobile Liability

Comprehensive Automobile Liability  
(Covering owned, nonowned and  
hired autos), including contractual liability

\$1,000,000 per occurrence,  
combined single unit

##### Worker's Compensation and Employer's Liability

Worker's Compensation Insurance  
Employer's Liability

Statutory  
\$500,000 each accident

##### Builder's Risk **NOT APPLICABLE**

"All Risk" coverage, including but not limited to  
the following perils:

100 percent of contract amount,  
including change orders in effect

Flood, theft, earthquake, vandalism, fire, malice,  
physical loss, mischief, water damage, collapse

until final payment

### 3.1 CONTRACTOR'S POLICY LANGUAGE REQUIREMENTS:

Each insurance policy required by this Contract shall contain the following clauses:

"This insurance shall not be canceled or modified except upon written notice having been received by the Owner and the Engineer by certified mail at least 30 days prior to any such modification or cancellation."

"The policy's coverage shall not be invalidated nor shall the coverage of this policy be reduced should any insured waive or should any insured already have waived, in writing prior to a loss, any or all right of recovery or defense against any person, corporation or other entity, including any other insured under this policy, for any loss covered by this policy."

Each insurance policy required by this Contract, excepting policies for worker's compensation/employer's liability shall contain the following clauses:

"The Owner and Engineer, their officials, employees and volunteers are added as additional insured as respects, operations and activities of, or on behalf of the named insured, performed under Contract with the Owner."

"It is agreed that insurance maintained by Owner and Engineer shall apply in excess of and not contribute with insurance provided by this policy."

### 4.1 CONTRACTOR'S CONFIRMATION OF INSURANCE COVERAGE

Prior to commencement of any work under this Contract, the Contractor shall deliver to the Contract Administrator (an employee of the Engineer) insurance certificates confirming the existence of the insurance required by this Contract.

Also, the Contractor agrees to provide to the Owner, within 30 days of the execution date of this Contract, endorsements to the required policies which add to these policies the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatories company affiliation and title. Should it be deemed necessary by the Owner or Engineer, it shall be the Contractor's responsibility to see that the Owner receives documentation (acceptable to the Owner) which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. Also, the Owner has the right to demand and receive, in a reasonable time period, copies of any insurance policies required under this Agreement.

If the Contractor fails to maintain the aforementioned insurance or secure and maintain the aforementioned endorsement, the Owner may (at its option) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement. However, procuring of said insurance by the Owner is an alternate to other remedies the Owner may have and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the Owner may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the Owner shall have the right to order Contractor to stop work hereunder and/or withhold any payment(s) which became due to the Contractor hereunder until Contractor demonstrates compliance with the requirements hereof; and/or terminate this Agreement.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its Subcontractor's performance of the work covered under this Agreement.

## **CONTRACTOR'S INSURANCE**

### **1.1 GENERAL**

A. The Contractor shall purchase and maintain for the entire life of the project, including time extension, until final acceptance by the Owner such insurance as will protect him from claims under worker's compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees and from claims for injury to or destruction of tangible property and claims insured by usual comprehensive general liability coverage, including the Broad Form General Liability endorsement. This includes loss of use resulting therefrom, any or all of which may arise out of Contractor's operations under the Contract Documents, whether such operations be by him or by any Subcontract or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits of liability specified and incorporated as part of the Contract Document or as required by law, whichever is greater; and shall include the types of insurance listed in the Insurance Requirements.

B. Each policy of insurance shall provide, by special endorsement or otherwise, the following:

#### **1. Subrogation Clause**

a. The policy's coverage shall not be invalidated nor shall the coverage of this policy be reduced should any insured waive or should any insured already have waived in writing prior to a loss any or all right of recovery or defense against any person, corporation or other entity, including any other insured under this policy, for any loss covered by this policy.

#### **2. Notice**

a. The policy's coverage may not be cancelled or modified except upon written notice having been received by the \_\_\_\_\_ and the Engineer by certified mail, return receipt requested, at least 30 days prior to any such modification or cancellation.

## 2.1 TYPES OF INSURANCE

### A. General Liability including:

1. Comprehensive Form
2. Premises/Operations
3. Underground Explosion and Collapse Hazard
4. Products/Completed Operations
5. Contractual
6. Independent Contractors
7. Broad Form Property Damage
8. Personal Injury

### B. Automobile Liability including:

1. Any Auto
2. Hired Autos
3. Non-owned Autos

## 3.1 EXCESS LIABILITY

### A. Umbrella Form

## 4.1 WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY

## 5.1 BUILDER'S RISK – **NOT APPLICABLE**

A. The Contractor shall purchase and maintain "All Risks" coverage, including flood and earthquake damage, fire, physical loss, theft, vandalism, malice mischief, collapse, water damage and other such perils in an extended coverage. The limits of liability for this insurance shall never be less than the Contract amount, including changes orders thereto. This coverage shall commence ten days after the issuance of the notice of award and shall be maintained by the Contractor for the full duration of the Contract until the Owner has made final payment or notified the Contractor that all or portions of the project have been insured by the Owner. At no time, until final payment, shall the Contractor allow the sum of the Owner supplied insurance be less than the actual Contract amount. This coverage should also include automatic permission to occupy and shall cover the insurable interest of the Owner \_\_\_\_\_, Engineer, Contractor and subcontractor in the Work.

B. The Owner and Contractor waive all rights against each other for damage caused by fire or other perils to the extent payment is actually made under insurance provided under this Paragraph, except such rights as they may have to the proceeds of such insurance held by the Owner and Engineer. The Contractor shall require similar waivers by Subcontractors in accordance with General Conditions.

## 6.1 REQUIREMENTS FOR CERTIFICATES

A. With the Execution of the Contract Documents, the Contractor shall provide the Contract Administrator (an employee of the Engineer so designated in writing) with certificates of such insurance, acceptable to the Owner and Engineer. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least 30 days prior written notice has been given to the Owner and Engineer. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the Owner and Engineer.

B. If the Contractor fails to take out and maintain for the life of the Project the insurance required hereby or to replace any such expired or cancelled policy, the Owner may take out and maintain such insurance with such company as it deems satisfactory as approved by the Engineer. Any amounts expended by the Owner in payment of premiums for such insurance shall be deducted by the Owner from the amount due to Contractor for the Work covered by this Contract.

## 7.1 DECLARATION OF COVERAGE AND LIMITS OF LIABILITY

### A. General Liability

#### 1. Each Occurrence

|                                                   |          |
|---------------------------------------------------|----------|
| a. Bodily Injury:                                 | \$ _____ |
| b. Property Damage:                               | \$ _____ |
| c. Bodily Injury and<br>Property Damage Combined: | \$ _____ |

#### 2. Aggregate

|                                                                     |          |
|---------------------------------------------------------------------|----------|
| a. Bodily Injury:                                                   | \$ _____ |
| b. Property Damage:                                                 | \$ _____ |
| c. Bodily Injury and<br>Property Damage Combined<br>(Single Limit): | \$ _____ |
| d. Personal Injury:                                                 | \$ _____ |

3. Automobile Liability

a. Each Occurrence

1. Bodily Injury:

(a) Per Person:

\$ \_\_\_\_\_

(b) Per Accident:

\$ \_\_\_\_\_

2. Property Damage:

\$ \_\_\_\_\_

3. Bodily Injury &  
Property Damage

Combined:

\$ \_\_\_\_\_

4. Excess Liability

a. Each Occurrence

1. Bodily Injury &  
Property Damage

Combined:

\$ \_\_\_\_\_

b. Aggregate

1. Bodily Injury &  
Property Damage

Combined:

\$ \_\_\_\_\_

5. Workers' Compensation

a. Statutory

6. Employers' Liability

a. Each Accident:

\$ \_\_\_\_\_

b. Disease-Policy Limit:

\$ \_\_\_\_\_

c. Disease-Each Employee:

\$ \_\_\_\_\_

7. Additional Insured

a. \_\_\_\_\_ Township

b. Appointed Township Engineer

**DUTIES, RESPONSIBILITIES AND LIMITATIONS  
OF THE  
AUTHORITY OF THE CONSTRUCTION REPRESENTATIVE**

**A. GENERAL**

The Construction Representative is an agent of Plymouth Township and shall act as directed by and under the representation of Plymouth Township. His dealings in matters pertaining to the on-site work will, in general, be only with Plymouth Township and the Contractor. His dealings with Subcontractors will only be through or with the full knowledge of the Contractor or his Superintendent.

**B. DUTIES AND RESPONSIBILITIES**

The Construction Representative shall:

1. Serve as Plymouth Township, liaison with the Contractor, working principally through the Contractor's Superintendent and assist him in understanding the intent of the construction documents.
2. Receive and record data, receipt of all shop drawings and samples submitted by the Contractor.
3. Advise the Contractor or his Superintendent immediately of the commencement of any work requiring a shop drawing or sample submission, if the submission has not been approved by Plymouth Township.
4. Conduct on-site observations of the work in progress to assist Plymouth Township in determining that the project is proceeding in accordance with the Contract Document and that completed work will conform to the Contract Documents.
5. Report to Plymouth Township whenever he believes that any work is unsatisfactory, faulty, defective, does not conform to the Contract Documents, has been damaged, does not meet the requirements of any inspections, tests, or approvals required to be made and advise Plymouth Township when he believes that the work should be corrected or rejected, should be uncovered for observation, or requires special testing or inspection.
6. Transmit to the Contractor clarification and interpretation of the Contract Documents as issued by Plymouth Township.
7. Consider and evaluate Contractor's suggestion for modifications of drawings or specifications and report them with recommendations to Plymouth Township.

8. Maintain a file of correspondence, reports of job conferences, shop drawings, sample submissions, reproductions of original documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, Plymouth Township, clarifications and interpretations of the Contract Documents, progress reports, and other project related documents.
9. Keep a diary or log book, recording hours on the job site, weather conditions, and data relative to questions of extras or deductions, lists of principal visitors, daily activities, decisions, observations in more detail, as in the case of observing test procedures.
10. Review applications for payment with the Contractor for compliance with the established procedures for their submission and forward them with recommendations to Plymouth Township, noting particularly their relation to the schedule of values, work completed and material delivered at the site. Conduct final inspections and prepare a final list of items to be collected.

C. LIMITATIONS OF AUTHORITY

The Construction Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute material or equipment.
2. Shall not undertake any of the responsibilities of the Contractor, Subcontractor, or Contractor's Superintendent.
3. Shall not expedite work for the Contractor.
4. Shall not advise on or issue directions relative to any aspect of the mean, methods, techniques, sequence or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the work. This is solely the responsibility of the Contractor.
6. Shall not authorize any use of the project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others.
8. Shall not assist the Contractor in maintaining an up-to-date copy of the record drawings.

## **SPECIAL JOB SITE REQUIREMENTS**

### **1. Offensive Language**

Offensive language or yelling will not be tolerated.

### **2. Time of Work**

Construction at the job site cannot begin until 7:00 a.m. and must be terminated by dusk. This work limitation also includes the moving of equipment. No work may take place on Sunday unless approved by the owner.

### **3. Job Cleanliness**

It is the responsibility of the Contractor to make sure that all debris is properly collected and disposed of. Burying of trash, such as lunch bags, soda cans and water cups is not acceptable.

### **4. Alcohol and Substance Abuse**

The use of alcohol and controlled substances on the job site will not be tolerated. Anyone found using alcohol or a controlled substance must be removed from the job site by the Contractor and will not be permitted to return.

### **5. Dust and Noise**

The Contractor will be responsible to control dust from the job site as well as unnecessary noise.

### **6. Communication**

The Contractor must have a representative on-site at all times who communicates in English.

### **7. Failure of Performance**

It is the responsibility of the Contractor to perform the work in accordance with the plans and specifications. Should the Contractor fail to perform any of his obligations in a satisfactory manner, the owner may take it upon themselves to perform certain tasks, such as cleaning up an erosion control problem, placing signs or manpower for maintenance and protection of traffic, etc. The cost of performing this work will be deducted from the amount due to the Contractor.

### **8. Resident Complaints**

The Contractor should not respond to any resident complaints. Any resident complaints must be directed to Plymouth Township.

## **SUPPLEMENTAL CONDITIONS**

### **A. Interpretations**

No verbal interpretations of the meaning of the Specifications or other contract documents will be made to any bidder. Any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed to all parties of record receiving such Specifications. Failure of any bidder to receive any such addendum shall not relieve the bidder from any obligations under his bid as submitted, nor from any obligations to conform to the requirements herein set forth.

### **B. Assignment**

Neither this contract, nor any portion thereof, may be assigned, sublet or transferred to any person, firm or corporation, except upon the written consent or approval of the Township.

### **C. Indemnification**

The contractor shall indemnify, save harmless, and defend the Township, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims and demands, and pay all damages, court costs, expenses and attorney's fees incident thereto and pertaining to any work done in the performance of this contract or omission of the contractor, its officers, agents, servants and employees.

### **D. Extra Work or Materials**

Contractor shall not be entitled to demand or receive payment for any work as "extra work" or "extra materials" unless ordered in writing by the Township, at a price agreed upon in writing by the contractor and the Township prior to its commencement or delivery.

### **E. Contractor Default**

In the event of the failure of the contractor to provide the equipment and do the work required under the contract or to comply with any of the terms of the contract, the Township may upon 48 written hours notice by certified mail, return receipt requested, terminate the contract and proceed as set forth in the specification in the event of such termination at the cost and expense of the contractor. The Township shall have the power to determine, in its sole discretion, that there has been a default or violation by the contractor as to any of the provisions of the contract or any part of the contract documents.

#### **AA. Prevailing Minimum Wage**

Contractor agrees to pay workman employed in the performance of this contract not less than the prevailing minimum wage rates as determined for various crafts or classifications by the applicable government agency, where required by law. No payments shall be made for work until the appropriate Payroll Certification for the period covered in the request for payment have been received and approved by the Township, where required by law.

#### **BB. Contractor Default**

In the event of the failure of the Contractor to provide the equipment and do the work required under the Contract or to comply with any of the terms of the Contract, the Township may, upon 48 written hours notice by certified mail, return receipt requested, terminate the Contract and proceed as set forth in the Specifications in the event of such termination, at the cost and expense of the Contractor. The Township shall have the power to determine, in its sole discretion, that there has been a default or violation by the Contractor as to any of the provisions of the Contract or any part of the Contract Documents.

#### **CC. Forbearance Not a Waiver**

Any forbearance by the Township in executing any right or remedy under the Contract, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy by the Township.

#### **DD. Rejection of Materials and Work Received**

Payments made under this Contract shall not bind the Township to the acceptance of any materials furnished or work performed.

#### **EE. Liquidated Damages**

In addition to any other remedy available to the Township under this Contract under law or at equity, in the event the Contractor shall fail to perform all of the terms of this Contract by the time of completion referred to herein, then and in that event the Contractor agrees to pay the sum of \$500.00 per day for each working day that the Contractor fails to complete the work beyond the completion date, plus any agreed upon extensions thereto. This payment shall be considered as liquidated damages, and not a penalty. The total liquidated damages shall be deducted from the remaining payment to Contractor under the Contract. If the total liquidated damages is in excess of the amount remaining to be paid to Contractor, the total liquidated damages shall be paid by Contractor to Township within thirty (30) days and any late payment shall be paid together with interest at the rate of one (1 %) percent per month, and all collection costs, attorney fees and court costs incurred by the Township.

## **FF. Statutory Compliance**

Compliance with each of the following statutes, and any and all rules and regulations adopted thereunder, is required where applicable:

- (1) The Clean Air Act, 42 U.S.C. § 7401, *et seq.*
- (2) The Clean Water Act, 33 U.S.C. § 1251, *et seq.*
- (3) The Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*
- (4) The Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.*
- (5) The Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*
- (6) The Underground Storage Tank Program, 42 U.S.C. § 6991, *et seq.*
- (7) The Wetlands Program, 33 U.S.C. § 1334.
- (8) “Environmental Amendment” to the Pennsylvania Constitution, Article I, Section 27.
- (9) The Clean Streams Law, 35 P.S. § 691.1, *et seq.*
- (10) The Solid Waste Management Act, 35 P.S. § 6018.101, *et seq.*
- (11) The Air Pollution Control Act, 35 P.S. § 4001, *et seq.*
- (12) The Storage Tank and Spill Prevention Act, 35 P.S. § 6021.101.
- (13) The Hazardous Sites Clean-Up Act, 35 P.S. § 6020.101.
- (14) The Dam Safety and Encroachments Act, 32 P.S. § 693.1, *et seq.*
- (15) The Flood Plain Management Act, 32 P.S. § 679.101, *et seq.*
- (16) The Storm Water Management Act, 32 P.S. § 680.1, *et seq.*
- (17) The Pennsylvania Safe Drinking Water Act, 35 P.S. § 721.1, *et seq.*
- (18) The Sewage Facilities Act, 35 P.S. § 750.1, *et seq.*
- (19) The Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act, 53 P.S. 4000.101, *et seq.*
- (20) 25 Pennsylvania Code, Chapter 102 (Erosion and Sedimentation Control).
- (21) 25 Pennsylvania Code, Chapters 271 to 285 (Municipal Waste Regulations).
- (22) Land Recycling and Environmental Remediation Standards Act, 35 P.S. § 6026.101, *et seq.*
- (23) Pennsylvania Act 287, as amended by Act 181 of 2006, requiring, among other things, (a) the Pennsylvania One Call System is utilized; (b) a drawing requiring excavation or demolition in a site within a political subdivision to show upon the drawing the approximate location and type of each underground utility line or pipe; and, (c) the contractor serving as an excavator who intends to perform excavation or demolition work on a site within a political subdivision, to ascertain the location and type of utility lines and pipes at each, and to notify the utility companies three (3) working days in advance of performing the excavation or demolition.
- (24) The Pennsylvania Construction Code Act of November 10, 1999 (P.L. 491, No. 45, known as the Pennsylvania Construction Code Act, 35 P.S. § 7210.101 *et seq.*) as implemented by the Department of Labor & Industry regulations, 34 Pa. Code, Chapters 401, 403 and 405.
- (25) Federal Occupational Safety and Health Act of 1970 (O.S.H.A.), which includes regulations to assure safe and healthy working conditions.

Compliance includes specific records and reporting. Contractor shall incorporate in contract specifications contractor's specific responsibility to comply with regulations of the Act and to perform reporting and recording requirements. O.S.H.A. applies to all construction projects however funded, and supercedes any local or state regulations related to safe and healthy working conditions.

(26) Plymouth Township Ordinance No. 1542, Responsible Contractor

## **GG. Non-Discrimination**

In the hiring of employees for the performance of work under this Contract or any subcontract, the Contractor or subcontractor or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

The Contractor, subcontractor and any person on their behalf shall not in any manner discriminate against or intimidate any employee hired for his/her performance of work under this Contract on account of gender, race, creed or color.

The Contract may be canceled or terminated by Plymouth Township and all money due or to become due under the Contract may be forfeited for a violation of the terms or conditions of this portion of the Contract.

## **HH. Retainage**

Plymouth Township shall withhold from the Contractor the sum of ten (10%) percent of the amount due the Contractor, until fifty (50%) percent of the Contract is completed. When the Contract is fifty (50%) percent completed, one-half of the amount retained by Plymouth Township shall be returned to the Contractor, provided that the architect or engineer responsible for supervision approves the application for payment. The application for payment shall not be approved unless the Contractor is making satisfactory progress and there is no specific cause for greater withholding. The sum withheld by Plymouth Township from the Contractor after the contract is fifty (50%) percent completed shall not exceed five (5%) percent of the value of completed work based on monthly progress payment requests. In the event a dispute arises between Plymouth Township and any contractor or prime contractor, which dispute is based upon increased costs claimed by one contractor or prime contractor occasioned by delays or other actions of another contractor or prime contractor, additional retainage in the sum of one and one-half times the amount of any possible liability may be withheld until such time as a final resolution is agreed to by all parties directly or indirectly involved unless the contractor causing the additional claim furnishes a bond satisfactory to Plymouth Township to indemnify Plymouth Township against the claim. All money retained by Plymouth Township may be withheld from the contractor until substantial completion of the Contract.

## **SCOPE OF WORK/TECHNICAL SPECS**

**Demolition** – The contractor shall include all costs for material, labor, and equipment required to complete the demolition and disposal of all materials of the existing six (6) dugouts at Fields #1, #2, & #4. This work is to include fencing, benches, overhangs, walls, and concrete slabs in accordance with the plans and specifications.

**Excavation** – The contractor shall include all costs for material, labor, and equipment required to complete the excavation to prepared subgrade the dugout areas. All excavated materials shall be disposed of by the contractor.

**Remove Existing Drainage System** – The contractor shall include all costs for material, labor, and equipment required to complete the removal and disposal of the existing drainage system at field # 2. This work is to be completed to allow for the installation of the proposed new drainage system.

**Install New Drainage System** – The contractor shall include all costs for material, labor, and equipment required to complete the installation of the proposed drainage system at Field # 4. This work is to include six-inch HDPE pipe, six-inch trench drain, all required fittings, and yard drains in accordance with the plans and specifications.

**Remove and Replace Asphalt Paving** – The contractor shall include all costs for material, labor, and equipment required to complete the removal and replacement of the asphalt paving to allow for improved drainage at the dugouts. This work is to include saw cutting the limits of removal, removal and disposal, and placement of 9.5 mm asphalt pavement in accordance with the plans and specifications.

**Block Retaining Wall** – The contractor shall include all costs for material, labor, and equipment required to complete the installation of the proposed block retaining walls at the dugouts for field # 2. This work is to include grading the subgrade, six inches #57 stone base under and behind the wall, and placement of the block retaining wall in accordance with the plans and specifications.

**Adjust Existing Landscape Wall** – The contractor shall include all costs for material, labor, and equipment required to complete the adjustment of the existing landscape wall tie in to the dugout at Field # 2. This work is to include the removal and replacement of the existing landscape wall, excavation for grade, and restoration of the adjacent areas in accordance with the plans and specifications.

**Install Dugout Overhangs and Benches** – The contractor shall include all costs for material, labor, and equipment required to complete the installation of the proposed dugout overhangs and benches in accordance with the plans and specifications.

**Install Concrete Pad** – The contractor shall include all costs for material, labor, and equipment required to complete the installation of the proposed concrete pads at the dugouts. This work shall include compaction of the subgrade, six-inch 2A stone base

compacted, 6x6 wire mesh, and 3300 psi concrete in accordance with the plans and specifications.

**Install 8' Chain Link Fence at Dugouts** – The contractor shall include all costs for material, labor, and equipment required to complete the installation of the proposed eight-foot chain link fence at the dugouts. This work shall include the supply and installation of the proposed eight-foot chain link fence, end posts to be schedule 40, line poles to be schedule 20, wire mesh to be six-gauge below five feet and eight gauge above five feet, and one (1) three-foot gate at each dugout, in accordance with the plans and specifications.

**Relocate Backstop Field # 1** – The contractor shall include all costs for material, labor, and equipment required to complete the removal and installation of the proposed backstop at field # 1 ten (10) feet closer to home plate in accordance with the plans and specifications.

**Install Backstop Fencing Above the Press Box** – The contractor shall include all costs for material, labor, and equipment required to complete the removal of existing backstop fencing mesh and supplying and installing new wire mesh in accordance with the plans and specifications.

**Install Press Box Upgrades** – The contractor shall include all costs for material, labor, and equipment required to complete the installation of the proposed press box upgrades in accordance with the plans and specifications.

**Restoration** – The contractor shall include all costs for material, labor, and equipment required to complete the restoration of all disturbed areas with screened top soil, raking and seeding, and mulch in accordance with the plans and specifications.

**ORDINANCE NO. 1716**

**PLYMOUTH TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

**AN ORDINANCE OF PLYMOUTH TOWNSHIP, MONTGOMERY COUNTY,  
PENNSYLVANIA, AMENDING THE CODE OF ORDINANCE AT CHAPTER 2  
[ADMINISTRATION] AT SECTION 2-25A [RESPONSIBLE CONTRACTORS]**

**WHEREAS**, The Township of Plymouth is a duly organized Home Rule municipality, existing and operating in accordance with the laws of the Commonwealth of Pennsylvania; and

**WHEREAS**, Pursuant to Section 301 of the Home Rule Charter, all powers of the Township are vested in and exercised by a Council, including the power to make and adopt ordinances and resolutions consistent with the Constitution, and laws of the Commonwealth and the Home Rule Charter; and

**WHEREAS**, The Council of Plymouth Township desires to amend Chapter 2, Section 2-25A of the Township Code of Ordinance; and

**WHEREAS**, The Council of Plymouth Township recognizes that there is a need to ensure that all work on public construction and maintenance contracts is performed by responsible, qualified firms that maintain the capacity, expertise, personnel and other qualifications and resources necessary to successfully perform public contracts in a timely, reliable and cost-effective manner.

**NOW, THEREFORE**, The Council of Plymouth Township, Montgomery County, Pennsylvania, does hereby ENACT and ORDAIN that the Code of Ordinances of Plymouth Township, Pennsylvania, is hereby amended as stated below:

**SECTION 1. Amendment to Chapter 2 [Administration] Section 2-25A [Responsible Contractors]**

The Township's Code of Ordinances Chapter 2 [Administration] Section 2-25A [Responsible Contractors] which shall read as follows:

**Section. 2-25A – Responsible Contractors**

**(b) Responsible contractor requirements.**

(1) All contractors and subcontractors of any tier that perform work valued at over three hundred thousand (\$300,000.00) dollars on any public facility or public works project, including construction, alteration, renovation, repair, service or maintenance work, shall meet the requirements of this ordinance.

**(3) Prequalification requirements.**

a. For contracts subject to the responsible contractor requirements of this ordinance, all firms, whether general contractors, prime or other lead contractors, or proposed subcontractors, must submit a contractor responsibility certification at least fourteen (14) calendar days before the proposed bid submission deadline for any given project. Failure to submit a contractor

responsibility certification by the deadline will automatically disqualify any firm from submitting a bid or proposal for the contract.

(c) Contractor responsibility certifications.

(3) In the contractor responsibility certification the construction manager, general contractor or other lead or prime contractor shall confirm the following facts regarding its past performance and work history and its current qualifications and performance capabilities:

m. The firm has participated in a Class A apprenticeship program for the past three years for each separate trade or classification in which it employs craft employees and shall continue to participate in such programs or programs for the duration of the project.

3. The construction manager, general contractor or other lead or prime contractor responsible for the project shall ensure that at least 70 percent of the craft labor workers employed on the project shall be comprised of either journey person workers who have successfully completed a Class A Apprenticeship Program as defined in this section of this ordinance or apprentices registered in such programs. The apprenticeship participation must be in the same trade or craft for which the workers are employed on the project.

(h) Public review process.

(1) Prior to execution of a final contract under this ordinance, the contractor responsibility certification for a firm identified in a Notice of Intent to Award Contract, subcontractor lists, and subcontractor responsibility certifications shall be made immediately available to the public for inspection through a publicly accessible website or other comparable means for a period of five (5) calendar days after the issuance of the contractor responsibility determination.

## **SECTION 2. Repeal and Ratification**

Chapter 2 [Administration] Section 2-25A [Responsible Contractors] (b)(4) [Exclusion] is hereby deleted in its entirety.

All ordinances or parts of ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed. Any other terms and provisions of the Township's Code unaffected by this Ordinance are hereby reaffirmed and ratified.

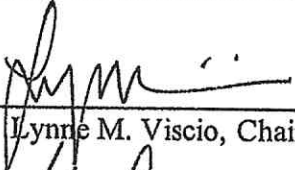
## **SECTION 3. Severability**

Should any section, paragraph, sentence, clause, or phrase in this Ordinance be declared unconstitutional or invalid for any reason, the remainder of the Ordinance shall not be affected thereby and shall remain in full force and effect, and for this reason the provisions of this Ordinance shall be severable.

**ORDAINED AND ENACTED** by the Council of Plymouth Township, Montgomery County,  
Pennsylvania, this 9<sup>th</sup> day of Mar, 2026.  
March

**COUNCIL OF PLYMOUTH TOWNSHIP**

**BY:**

  
Lynne M. Viscio, Chair

**ATTEST:**

  
Matt West, Manager/Secretary

## Township of Plymouth

### CONTRACTOR RESPONSIBILITY CERTIFICATION FORM

Contractor Name: \_\_\_\_\_ .Date: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Project Name and Contract/Project Number: \_\_\_\_\_

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Yes | No |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| 1. | Does the firm have all valid, effective licenses, registrations or certificates required by federal, state, county or local law?                                                                                                                                                                                                                                                                                                                       | 0   | 0  |
| 2. | Does the firm meet the bonding requirements for the contract, including all insurance requirements?                                                                                                                                                                                                                                                                                                                                                    | 0   | 0  |
| 3. | Has the firm been debarred by any federal, state or local government agency or authority in the past three (3) years?                                                                                                                                                                                                                                                                                                                                  | 0   | 0  |
| 4. | Has the firm defaulted on any project in the past three (3) years?                                                                                                                                                                                                                                                                                                                                                                                     | 0   | 0  |
| 5. | Has the firm had any type of business, contracting or trade license certification revoked or suspended by any government agency or authority in the past three (3) years?                                                                                                                                                                                                                                                                              | 0   | 0  |
| 6. | Has the firm been cited for a willful violation of federal or state safety laws in the past three (3) years?                                                                                                                                                                                                                                                                                                                                           | 0   | 0  |
| 7. | Has the firm and/or its owners been convicted of any crime relating to the contracting business by a final decision of a court or government agency in the past ten (10) years?                                                                                                                                                                                                                                                                        | 0   | 0  |
| 8. | Has the firm, within the past three (3) years, been found in violation of any law applicable to its contracting business, including, but not limited to licensing laws, tax laws, prompt payment laws, wage and hour laws, prevailing wage laws, environmental laws or others, where the result of such violation was the payment of a fine, back pay damages or any other type of penalty in the amount of One Thousand Dollars (\$1,000.00) or more? | 0   | 0  |

PLYMOUTH TOWNSHIP CODE

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |   |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|
| 9. | Has the firm participated in a Class A Apprenticeship Program for the past three years for each separate trade or classification in which it employs craft employees and will continue to participate in such program or programs for the duration of the project? Class A Apprenticeship Program is an apprenticeship program that is currently registered with and approved by the U.S. Department of Labor or state apprenticeship agency and has graduated apprentices to journey person for at least three of the past five years. To demonstrate compliance with this section, the firm shall provide with this certification, a list of all trades or classifications of craft employees it will employ on the project and documentation verifying it participates in a Class A Apprenticeship program for each trade or classification listed. | 0 | 0 |
| 10 | The construction manager, general contractor or other lead or prime contractor responsible for the project shall ensure that at least 70 percent of the craft labor workers employed on the project shall be comprised of either journey person workers who have successfully completed a Class A Apprenticeship Program as defined in the Ordinance or apprentices registered in such programs. The apprenticeship participation program must be in the same trade or craft for which the workers are employed on the project.                                                                                                                                                                                                                                                                                                                        | 0 | 0 |
| 11 | The firm has all other technical qualifications and resources, including equipment, personnel and financial resources to perform the referenced contract or will obtain same through the use of qualified, responsible contractors.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 0 | 0 |
| 12 | The firm will maintain all qualifications, resources and capabilities referenced in this Certification throughout the duration of the project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 0 | 0 |
| 13 | All craft labor that will be employed by the firm for the project have completed at least the OSHA 10-hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 0 | 0 |
| 14 | The firm will employ craft employees in all classifications and individual trades required to successfully perform the work related to the project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 0 | 0 |
| 15 | The firm will notify Plymouth Township within seven (7) days of any material changes to all matters attested to in this certification.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 0 | 0 |

By signing this Certification, the bidder acknowledges and agrees that if it receives a Notice of Intent to Award Contract, the bidder will provide the Township with a Subcontractor List and subcontractor information as specified in Section 5 of Ordinance #2018-1646, as amended, Subcontractor Lists, Subcontractor Responsibility Certifications.

The Contractor Responsibility Certification is hereby executed by a person who has sufficient knowledge to address all matters in the certification.

Signed under the penalty of perjury that the information submitted is true, complete and accurate, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_

Name:- \_\_\_\_\_

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

Paging on/off

(Printing Instructions)

View Notes

Printer Friendly Version

**The Bureau of Labor Law Compliance updated its Pennsylvania Building Journeyman Laborer Notes to clarify existing tasks performed throughout the Commonwealth. The "Building Laborer Notes" link on the Bureau's website provides a list of those tasks that should be read in conformity with custom and usage of the construction industry in the geographic region in which they are utilized.**

**Project Name:** East Plymouth Valley Park Press Box and Ball field Renovations

**General Description:** interior and exterior Renovation of existing press box and storage building including new electrical sub panel lighting and outlets Demo of existing dugout structures and installation of new dugouts and associated fencing and concrete. There will be an alternate bid for the installation of an artificial turf infield on field #2

**Project Locality:** Plymouth Township

**Awarding Agency:** Plymouth Township

**Contract Award Date:** 8/31/2026

**Serial Number:** 26-07056

**Project Classification:** Building/Highway

**Determination Date:** 7/29/2026

**County:** Montgomery

**Assigned Field Office:** Philadelphia

**Field Office Phone Number:** (215)560-1858

**Toll Free Phone Number:**

## Building

Find: ---Select---

Search

View All

Search returned 123 record(s)

| <u>Contractor Craft</u>                                        | <u>Hourly Rate</u> | <u>Fringe Benefits</u> | <u>Total</u> | <u>Effective Date</u> | <u>Expiration Date</u> |
|----------------------------------------------------------------|--------------------|------------------------|--------------|-----------------------|------------------------|
| Asbestos & Insulation Workers                                  | \$60.84            | \$48.71                | \$109.55     | 05/01/2025            |                        |
| Asbestos & Insulation Workers                                  | \$64.51            | \$50.26                | \$114.77     | 05/01/2026            |                        |
| Boilermaker (Commercial, Institutional, and Minor Repair Work) | \$36.71            | \$19.13                | \$55.84      | 03/01/2024            |                        |
| Boilermaker (Commercial, Institutional, and Minor Repair Work) | \$41.34            | \$19.23                | \$60.57      | 03/01/2026            |                        |
| Boilermakers                                                   | \$52.10            | \$35.72                | \$87.82      | 01/01/2024            |                        |
| Boilermakers                                                   | \$58.00            | \$36.57                | \$94.57      | 01/01/2026            |                        |
| Bricklayer                                                     | \$50.00            | \$32.57                | \$82.57      | 05/01/2025            |                        |
| Bricklayer                                                     | \$51.15            | \$34.92                | \$86.07      | 05/01/2026            |                        |
| Carpenter - Chief of Party (Surveying & Layout)                | \$54.59            | \$29.02                | \$83.61      | 05/01/2025            |                        |
| Carpenter - Instrument Person (Surveying & Layout)             | \$47.47            | \$29.02                | \$76.49      | 05/01/2025            |                        |
| Carpenter - Rodman (Surveying & Layout)                        | \$23.74            | \$20.62                | \$44.36      | 05/01/2025            |                        |

|                               |         |         |         |            |
|-------------------------------|---------|---------|---------|------------|
| Carpenters                    | \$47.47 | \$29.02 | \$76.49 | 05/01/2025 |
| Carpenters                    | \$48.55 | \$30.39 | \$78.94 | 05/01/2026 |
| Carpenters                    | \$50.46 | \$30.74 | \$81.20 | 05/01/2027 |
| Carpenters                    | \$52.43 | \$31.09 | \$83.52 | 05/01/2028 |
| Carpenters                    | \$54.46 | \$31.44 | \$85.90 | 05/01/2029 |
| Carpenters                    | \$56.55 | \$31.79 | \$88.34 | 05/01/2030 |
| Cement Finishers & Plasterers | \$38.57 | \$32.39 | \$70.96 | 05/01/2022 |
| Cement Masons                 | \$46.70 | \$32.46 | \$79.16 | 05/01/2024 |
| Cement Masons                 | \$48.70 | \$32.46 | \$81.16 | 05/01/2025 |
| <b>1 2 3 4 5 6 7</b>          |         |         |         |            |

**Heavy/Highway**Find: 

If you can not find a classification under Heavy/Highway, please refer to the Building classifications

**Search returned 95 record(s)**

| <u>Contractor Craft</u>                            | <u>Hourly Rate</u> | <u>Fringe Benefits</u> | <u>Total</u> | <u>Effective Date</u> | <u>Expiration Date</u> |
|----------------------------------------------------|--------------------|------------------------|--------------|-----------------------|------------------------|
| Bricklayer                                         | \$50.00            | \$32.57                | \$82.57      | 05/01/2025            |                        |
| Bricklayer                                         | \$51.15            | \$34.92                | \$86.07      | 05/01/2026            |                        |
| Carpenter                                          | \$57.36            | \$30.09                | \$87.45      | 05/01/2025            |                        |
| Carpenter                                          | \$58.71            | \$30.44                | \$89.15      | 05/01/2026            |                        |
| Carpenter - Chief of Party (Surveying & Layout)    | \$65.96            | \$30.09                | \$96.05      | 05/01/2025            |                        |
| Carpenter - Chief of Party (Surveying & Layout)    | \$67.52            | \$30.44                | \$97.96      | 05/01/2026            |                        |
| Carpenter - Instrument Person (Surveying & Layout) | \$58.39            | \$29.06                | \$87.45      | 05/01/2025            |                        |
| Carpenter - Instrument Person (Surveying & Layout) | \$60.09            | \$29.06                | \$89.15      | 05/01/2026            |                        |
| Carpenter - Rodman (Surveying & Layout)            | \$45.88            | \$23.19                | \$69.07      | 05/01/2025            |                        |
| Carpenter - Rodman (Surveying & Layout)            | \$46.97            | \$23.54                | \$70.51      | 05/01/2026            |                        |
| Cement Masons                                      | \$43.20            | \$32.91                | \$76.11      | 05/01/2023            |                        |
| Cement Masons                                      | \$46.55            | \$32.66                | \$79.21      | 05/01/2025            |                        |
| Dockbuilder, Pile Drivers                          | \$55.23            | \$37.99                | \$93.22      | 05/01/2025            |                        |
| Dockbuilder, Pile Drivers                          | \$56.98            | \$37.99                | \$94.97      | 05/01/2026            |                        |
| Dockbuilder/ Pile driver diver                     | \$60.31            | \$44.97                | \$105.28     | 05/01/2025            |                        |
| Dockbuilder/ Pile driver diver                     | \$61.88            | \$45.47                | \$107.35     | 05/01/2026            |                        |
| Dockbuilder/Pile Driver Diver                      | \$64.35            | \$41.74                | \$106.09     | 05/01/2025            |                        |
| Dockbuilder/Pile Driver Diver                      | \$66.54            | \$41.74                | \$108.28     | 05/01/2026            |                        |
| Dockbuilder/pile driver tender                     | \$55.23            | \$37.99                | \$93.22      | 05/01/2025            |                        |
| Dockbuilder/pile driver tender                     | \$56.98            | \$37.99                | \$94.97      | 05/01/2026            |                        |
| <b>1 2 3 4 5</b>                                   |                    |                        |              |                       |                        |

## **Product Guide Specification**

### **DIVISION 107300**

#### **SPECIALTIES MANUFACTURERS OF PROTECTIVE COVERS**

#### **PART 1 - GENERAL**

[reference CSI 2020 MasterFormat™ Division 10  
(Specialties Manufacturers) category 7300 (Protective Covers)]

##### **1.01 DESCRIPTION OF PRODUCT**

- A. Dugout Structures to be: CWC-8x24MR-2-7.5**
- B. ROOF SLOPE: 2:12 .**
- C. Minimum Clearance Height (MCH): 7.5 in ft.** Minimum clearance height under the structure indicates the lowest height of a member from finish grade for clearance under the structure. This is generally the clearance under roof eave or frame, whichever is lower.

##### **1.02 REFERENCES**

- A. REFERENCE STANDARDS:**
  - 1. AISC - American Institute of Steel Construction Manual of Steel Construction.
  - 2. ASTM - American Society for Testing and Materials.
  - 3. AWS - American Welding Society.
  - 4. LEED - Leadership in Energy and Environmental Design.
  - 5. OSHA – Occupational Safety and Health Administration Steel Erection Standard 29 CFR 1926 Subpart R-Steel Erection.
  - 6. PCI - Powder Coating Institute.
  - 7. SSPC – The Society for Protective Coatings.
  - 8. Architecturally Exposed Structural Steel (AESS) - as defined by AISC

##### **1.03 SUBMITTALS**

- A. GENERAL SUBMITTAL:**

Submit [ ] sets of engineered drawings and [ ] sets of engineered calculations, both signed and sealed by a Professional Engineer licensed in the State of [ ].
- B. PRODUCT DESIGN REQUIREMENTS:**

The building shall meet the following design requirements as shown on the drawings:

  - 1. Building Code: See drawings.
  - 2. Ground Snow Load (Pg): See drawings.
  - 3. Basic Wind Speed (V): See drawings.

4. Seismic Design: See drawings.

**D. FOUNDATION DESIGN:**

1. The shelter shall be set on foundations designed by manufacturer.
2. Foundation materials shall be provided by contractor.
3. Owner shall provide manufacturer with complete information about the site including soil bearing capacity and lateral load capacity.
4. If soil data are not provided, foundations will be designed to the minimum values identified in the governing building code.

**E. ANCHOR BOLTS:**

Anchor bolts shall be provided by manufacturer.  
Hooked anchors are not permitted per AISC requirements.

**F. LEED SUBMITTALS:**

LEED MR Credit 4.0: Material and Resources, Recycled Content.

**1.04 QUALITY ASSURANCE**

**A. MANUFACTURER QUALIFICATIONS:**

1. Minimum of (10) years in the shelter construction industry.
2. Full time on-staff Licensed Engineer.
3. Full time on-staff Quality Assurance Manager.
4. Full time on-staff LEED AP.
5. All welders AWS Certified.
6. Manufacturer owned and controlled finishing system to include shot blast, pretreatment, primer, and top coat.
7. Published Quality Management System.
8. Annual audit of Quality System and Plant Processes by Third Party Agency.
9. Annual audit of powder coat finish system by Third Party Agency (PCI).

**B. MANUFACTURER'S CERTIFICATIONS:**

1. AISC Certified Building Fabricator, (American Institute of Steel Construction) Certified Building Fabricator is an AISC Quality Management Systems (QMS) Certification which sets the quality standard for the structural steel industry.
2. PCI 4000 S Certified, Certification thru Powder Coating Institute for original equipment manufacturers (OEMs) to evaluate process on entire finish system to add powder coat over steel.
3. City of Los Angeles, CA Approved Fabricator Type I Steel.
4. Clark County, NV Approved Fabricator steel.
5. City of Houston, TX Approved Fabricator for Structural Steel.

6. Miami Dade County Certificate of Competency for Structural Steel.
7. State of Utah Approved Fabricator for Medium and High Strength Steel.
8. City of Riverside, CA Approved Fabricator Type I Steel.
9. City of Phoenix, AZ Approved Steel Fabricator.

## **1.05 FIELD OR SITE CONDITIONS**

- A. Foundations shall be at the same elevation unless specifically noted otherwise on the drawings.

## **1.06 MANUFACTURER WARRANTY**

- A. Shelter must have a (10) year limited warranty on steel frame members.
- B. Shelter must have a (10) year limited warranty on paint system.
- C. Pass through warranty of Metal Roof manufacturer shall be provided upon request.

# **PART 2 - PRODUCTS**

## **2.01 SHELTER SYSTEM AND MATERIALS**

### **A. MANUFACTURERS:**

1. Acceptable Manufacturer: Poligon, a Product of PorterCorp, 4240 N 136th Ave., Holland, MI 49424; 616.399.1963; E-mail: info@poligon.com; www.poligon.com.
2. Talk to a local rep agency.  
Receive pricing from at .
3. The product shall be designed, produced, and finished at a facility operated and directly supervised by the supplier who has a minimum of (10) years in the business of making pre-manufactured shelters.
4. Manufacturer must be an AISC Certified Building Fabricator.

### **B. SUBSTITUTION LIMITATIONS:**

- i. Substitutions for cause: Will only be considered when circumstances, outside of the contractor's control, will create a substantial delay in the completion of the project. Approval of substitution requests is at the discretion of the architect, owner, and/or their designated consultants. Architect will only consider contractor's request for substitution when the following conditions are satisfied:
  1. Requested substitution meets or exceeds requirements as per the Contract Documents and will produce indicated results
  2. Requested substitution provides equal design characteristics that specified product provides
  3. Substitution request is fully documented and properly submitted.

- ii. If those conditions are not satisfied, Architect may return requests without action, except to record non compliance with these requirements. It is required that the contractor provide the following:
  1. Documentation that the proposed substitution complies with all requirements as stated or shown in the contract documents and/or drawings
  2. Proof of meeting or exceeding specified warranty and/or certifications.  
Example: Fabricator Qualifications, such as AISC or PCI4000
  3. Detailed comparison of significant qualities of proposed substitutions with those of the specified product. Include annotated copy of applicable Specification Section. Product data, including drawings and descriptions of products and fabrication
  4. Documentation of any deviations from the specified material/product
  5. Architect may request additional information and documentation prior to rendering a decision
  6. If substitution approval happens during bidding, Architect will approve substitution requests by issuing an Addendum. Substitutions not approved by addendum are rejected. This information will be provided in an expeditious manner.
  7. Substitutions for convenience: Will not be considered

C. PRODUCT REQUIREMENTS AND MATERIALS:

1. GENERAL:

The pre-engineered package shall be pre-cut unless otherwise noted and pre-fabricated which will include all parts necessary to field construct the shelter. The shelter shall be shipped knocked down to minimize shipping expenses. Field labor will be kept to a minimum by pre-manufactured parts. Onsite welding is not necessary.

2. REINFORCED CONCRETE:

- a. Concrete shall have minimum 28-day compressive strength of 3,000 psi and slump of 4" (+/- 1"), unless otherwise noted on the drawings.
- b. Reinforcing shall be ASTM A615, grade 60.

3. STEEL COLUMNS:

- a. Hollow structural steel tube minimum ASTM A500 grade B with a minimum wall thickness of 3/16".
- b. Unless columns are direct buried, columns shall be anchored directly to concrete foundation with a minimum of four anchor rods to meet OSHA requirement 1926.755(a)(1).

5. COMPRESSION MEMBERS:

Compression rings of structural channel or welded plate minimum ASTM A36 or compression tubes or structural steel tube minimum ASTM A500 grade B shall only be used.

**6. CONNECTION REQUIREMENTS:**

- a. Anchor bolts shall be ASTM F1554 (Grade 36) unless otherwise noted.
- b. Structural fasteners shall be zinc plated ASTM A325 high strength bolts and A563 high strength nuts.
- c. Structural fasteners shall be hidden within framing members wherever possible.
- d. Structural fasteners shall be manufactured in the U.S
- e. No field welding shall be required to construct the shelter.
- f. All welds shall be free of burrs and inconsistencies.
- g. Exposed fasteners shall be powder coated by manufacturer prior to shipment to match frame or roof colors as applicable.
- h. Manufacturer shall provide extra structural and roofing fasteners.

**7. ROOFING MATERIALS:****a. PRIMARY ROOF DECK: "R" PANEL METAL ROOFING (MR):**

1. Roofing shall be 24 gauge ribbed galvalume steel sheets, with ribs 1 3/16" high and 12" on center.
2. Roof surface shall be painted with Kynar 500 to the manufacturer's standard color: **TBD**. Ceiling surface shall be a "wash coat" primer.
3. Roof panels shall be factory pre-cut to size and angled to provide ease of one-step installation.
4. Metal roofing trim shall match the color of the roof and shall be factory made of 26 gauge Kynar 500 painted steel.
5. Trim shall include panel ridge caps, hip caps, eave trim, splice channels, rake trim, roof peak cap, and corner trim as applicable for model selected. Trim may need to be cut to length and notched. Installation drawings shall have detailed information on how to cut and affix roof trim.
6. Ridge, hip, and valley caps shall be pre-formed with a single central bend to match the roof pitch and shall be hemmed on the sides.
7. Roof peak cap shall be pre-manufactured.
8. Manufacturer shall supply painted screws and butyl tape.

**b. SECONDARY ROOF SYSTEM BY OTHERS****PART 3 - EXECUTION****3.01 INSTALLERS STORAGE AND HANDLING**

- A. Protect building products after arrival at destination from weather, sunlight, and damage.
- B. Installer shall store product elevated to allow air circulation and to not introduce mold, fungi decay or insects to the product.
- C. Product must be handled with protective straps or padded forks if lifting with mechanical

equipment. Use of chain or cable to lift product into place will not be accepted and may void manufacturer's warranty.

### **3.02 ERECTION**

#### **A. INSTALLATION:**

Install all components according to manufacturer's installation instructions and these specifications.

#### **B. GENERAL CONTRACTOR:**

Interface with other work is to be coordinated by the customer or the customer's agent. Certain designs have electrical or other plumbing requirements that are not supplied by Poligon.

#### **C. TOLERANCES:**

Tolerances on steel structural members are set according to AISC construction practices, abided in the factory, and cannot be increased. No field slotting or opening of holes will be allowed. It is therefore essential that contractors conform to the tolerances specified on the installation drawings for anchor bolt or column layout details.

#### **D. OSHA COMPLIANCE:**

OSHA Compliance to Steel Erection Standard 29CRF 1926 Subpart R-Steel Erection.

### **3.03 REPAIR**

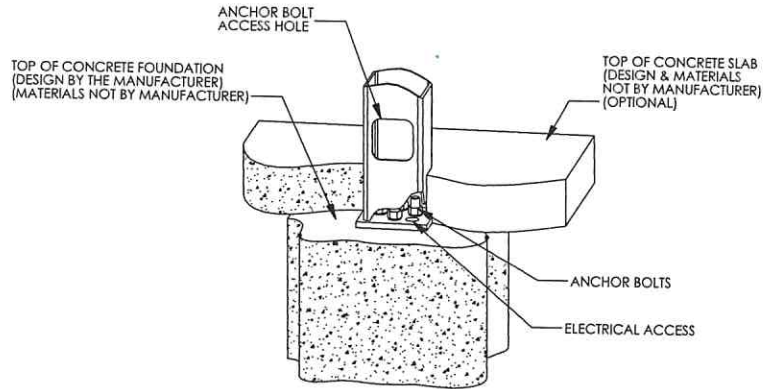
- A. Do not attempt any field changes without first contacting Poligon.

### **3.04 FIELD OR SITE QUALITY CONTROL**

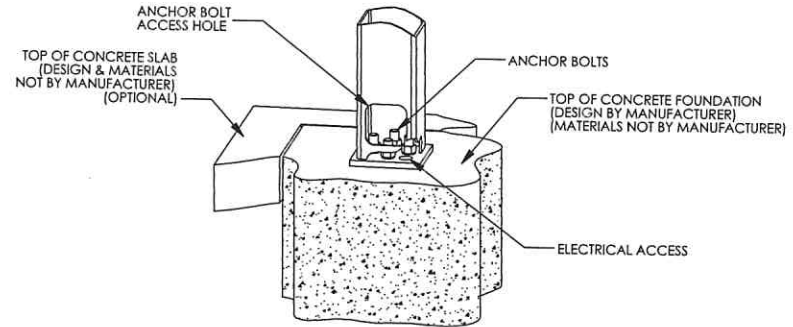
- A. Field or Site Tests and Inspections are not required by Poligon but may be required by the customer or by the local building inspector.

**END OF SECTION**

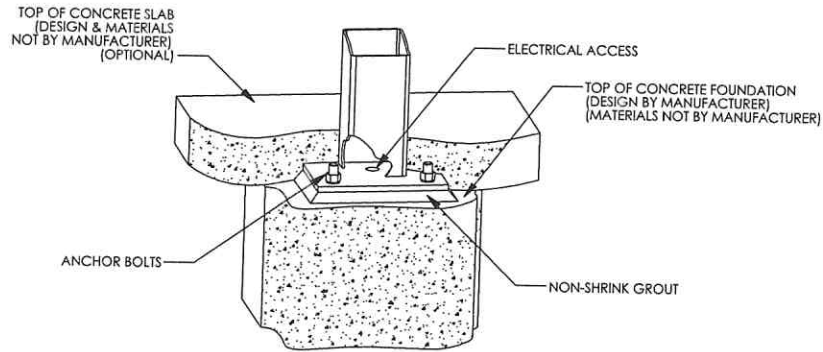
**ENGINEERING WILL DETERMINE THE REQUIRED ANCHOR  
BOLT LAYOUT WHEN DESIGNING THIS STRUCTURE**



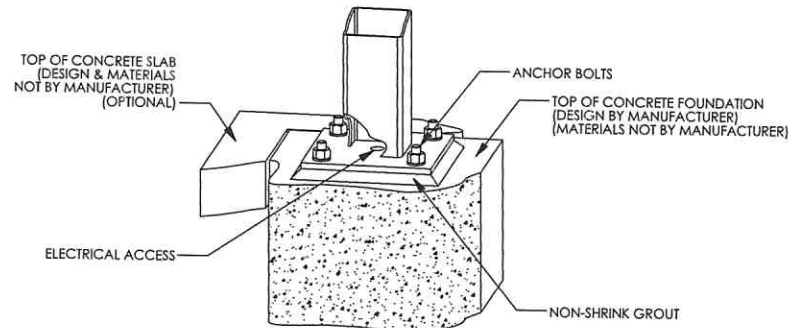
**INTERNAL ANCHOR BOLTS  
(BELOW FINISH GRADE)**



**INTERNAL ANCHOR BOLTS  
(AT FINISH GRADE)**



**EXTERNAL ANCHOR BOLTS  
(BELOW FINISH GRADE)**



**EXTERNAL ANCHOR BOLTS  
(AT FINISH GRADE)**

**NOTES:**

1. THE REQUIRED ANCHOR BOLT LAYOUT IS A FUNCTION OF THE PROJECT SPECIFIC ENGINEERING REQUIREMENTS.
2. ENGINEERING WILL DETERMINE THE REQUIRED ANCHOR BOLT LAYOUT BECAUSE IT CAN DRAMATICALLY AFFECT THE STRUCTURE'S DESIGN AND PERFORMANCE.
3. THE ANCHOR BOLT LAYOUT CAN IMPACT THE CONSTRUCTION SEQUENCE (I.E. THE TIMING OF THE SLAB INSTALLATION), SO PLEASE USE THE FOLLOWING INFORMATION AS A GENERAL GUIDE:
  - INTERNAL ANCHOR BOLTS ARE PROVIDED ON THE VAST MAJORITY OF STRUCTURES
  - EXTERNAL ANCHOR BOLTS ARE TYPICALLY ONLY REQUIRED IN HIGH SEISMIC REGIONS, ON SOME LARGE STRUCTURES (> 2000 SQ FT), AND ON CANTILEVERED STRUCTURES.
4. IF YOUR PROJECT HAS UNIQUE BASE PLATE, SLAB, OR FOUNDATION REQUIREMENTS, PLEASE COMMUNICATE THAT INFORMATION WHEN PLACING AN ENGINEERING ORDER.

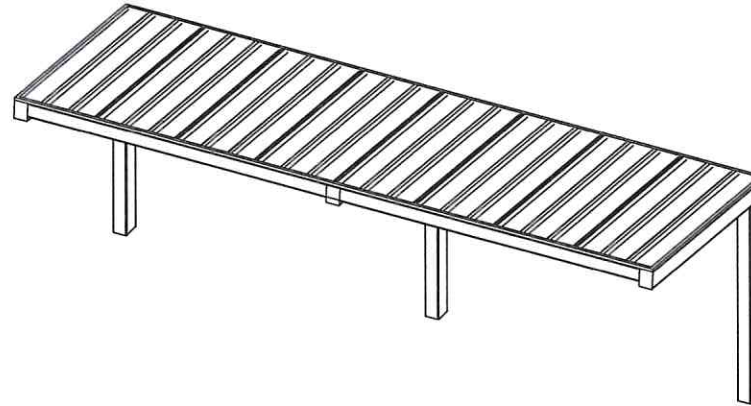
**STOP!!  
NOT FOR CONSTRUCTION**

**USE FOR PRELIMINARY  
PLANNING AND ESTIMATING  
ONLY**

|                                                     |                                               |                                |
|-----------------------------------------------------|-----------------------------------------------|--------------------------------|
| (616) 399-1963<br>www.poligon.com<br>by PORTERCORP  |                                               | DATE: 11/15/2019<br>SCALE: 1:1 |
| PROJECT: FOUNDATION<br>DRAWN BY: A<br>REV. LEVEL: A | CREATION DATE:<br>BUILDING NO.:<br>CAD MODEL: | SHEET: P                       |

# poligon®

PROJECT: PLYMOUTH TOWNSHIP  
 LOCATION: PLYMOUTH MEETING, PA  
 BUILDING TYPE: CWC 8x24  
 ROOF TYPE: MULTI-RIB  
 BUILDING NUMBER: P22363  
 ORDER NUMBER: 83605  
 QUOTE NUMBER: 24704



## DRAWING LIST:

| SHEET NUMBER | DRAWING DESCRIPTION      |
|--------------|--------------------------|
| CS           | COVER SHEET              |
| 1            | ARCHITECTURAL ELEVATIONS |
| 2            | STRUCTURAL FRAMING PLAN  |
| 3            | COLUMN LAYOUT            |

**CERTIFICATES:**  
 MIAMI-DADE COUNTY CERTIFICATE OF COMPETENCY NO. 24-0903.04  
 PCI (POWDER COATING INSTITUTE) 4000 CERTIFIED

**FABRICATOR APPROVALS:**  
 CITY OF PHOENIX, AZ APPROVED FABRICATOR #C08-2010  
 CITY OF LOS ANGELES, CA APPROVED FABRICATOR #FB01596  
 CITY OF RIVERSIDE, CA APPROVED FABRICATOR #SF\_000042  
 CITY OF HOUSTON, TX APPROVED FABRICATOR #470  
 CLARK COUNTY, NV APPROVED FABRICATOR #264  
 STATE OF UTAH APPROVED FABRICATOR 02006-14  
 AISC APPROVED FABRICATOR C-00028910  
 AWS CERTIFIED WELDING FABRICATOR #240707F

### MATERIALS:

| DESCRIPTION            | ASTM DESIGNATION |
|------------------------|------------------|
| TUBE STEEL             | A500 (GRADE B)   |
| SCHEDULE PIPE          | A53 (GRADE B)    |
| RMT PIPE               | A519             |
| LIGHT GAGE COLD FORMED | A1003 (GRADE 50) |
| STRUCTURAL STEEL PLATE | A36              |
| ROOF PANELS (STEEL)    | A653             |



### GENERAL NOTES:

UNLESS NOTED OTHERWISE, THIS STRUCTURE WAS DESIGNED TO ONLY SUPPORT WHAT IS SHOWN ON THESE DRAWINGS. THE MANUFACTURER MUST BE CONTACTED IF ANYTHING ELSE IS TO BE ATTACHED TO THIS STRUCTURE (WALLS, COLUMN WRAPS, RAILINGS, ETC.) SO THE DESIGN OF THIS STRUCTURE CAN BE REVIEWED AND POSSIBLY REVISED.

UNLESS NOTED OTHERWISE, THIS STRUCTURE WAS DESIGNED ASSUMING A 20' SEPARATION BETWEEN ANY ADJACENT STRUCTURE WITH AN EAVE HEIGHT EQUAL TO OR GREATER THAN THE EAVE HEIGHT OF THIS STRUCTURE. IF THAT SEPARATION DOES NOT EXIST, THE MANUFACTURER MUST BE CONTACTED SO THE DESIGN OF THIS STRUCTURE CAN BE REVIEWED AND POSSIBLY REVISED.

STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED, AND ERECTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATION MANUAL.

ALL WELDING IS PERFORMED BY AMERICAN WELDING SOCIETY (AWS) CERTIFIED WELDERS AND CONFORMS TO THE LATEST EDITION OF AWS D1.1 OR D1.3 AS REQUIRED.

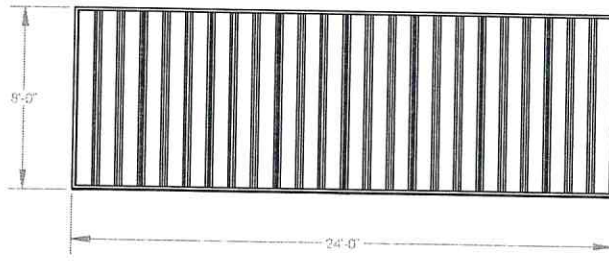
PARTS SHOWN MAY BE UPGRADED DUE TO STANDARDIZED FABRICATION. REFER TO THE SHIPPING BILL OF MATERIALS FOR POSSIBLE SUBSTITUTIONS.

FOR PROPER FIELD INSTALLATION OF THE BUILDING IT IS RECOMMENDED THAT THE PRIMARY FRAME INSTALLER AND THE ROOF INSTALLER HAVE A MINIMUM FIVE (5) YEARS DOCUMENTED EXPERIENCE INSTALLING THIS TYPE OF PRODUCT.

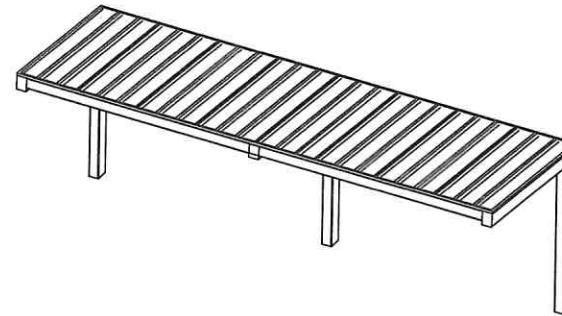
FOR PROPER FIELD INSTALLATION OF THE BUILDING IT IS RECOMMENDED THAT ELECTRIC WIRING, IF REQUIRED, BE RUN THROUGH THE STRUCTURAL MEMBERS BEFORE THE BUILDING IS ERECTED.

**STOP!!**  
 NOT FOR CONSTRUCTION  
 USE FOR PRELIMINARY  
 PLANNING AND ESTIMATING  
 ONLY

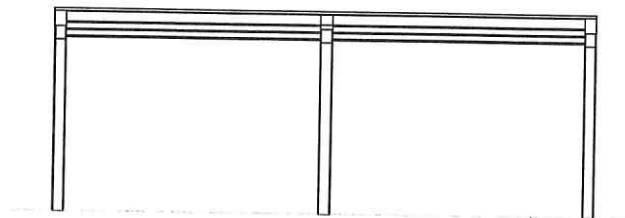
|                                           |                                |                                                                                                |                  |
|-------------------------------------------|--------------------------------|------------------------------------------------------------------------------------------------|------------------|
| PROJECT:<br>PLYMOUTH TOWNSHIP             | PRINT DATE:<br>7/15/2025       | DRAWN BY:<br>michael.leitch                                                                    | REV. LEVEL:<br>A |
|                                           | JOB NO:<br>P22363              | SCALE:<br>1:48                                                                                 |                  |
| PROJECT LOCATION:<br>PLYMOUTH MEETING, PA | CAD MODEL:<br>P22363-83605-PPD | <br>WWW.POLIGON.COM<br>MAIN: (610) 888-3500<br>FIELD SUPPORT: (610) 888-3504<br>by PORTER CORP |                  |
| SHEET<br>                                 |                                |                                                                                                |                  |



TOP VIEW

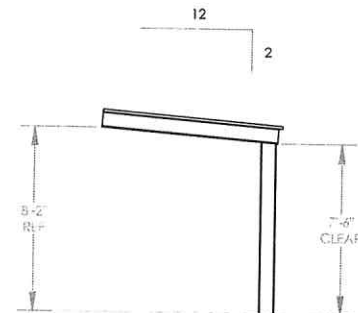


ISOMETRIC VIEW



FRONT VIEW

FINISH GRADE  
(ASSUMED AT CONSTANT  
ELEVATION UNLESS  
OTHERWISE NOTED)



SIDE VIEW

**GENERAL ROOF NOTES:**

1. METAL ROOFING:
  - 24 GAUGE
  - GALVALUME COATED
  - KYNAR 500 PAINTED
2. TRIM COLOR MATCHES ROOF
3. SEE [POLYGON.COM](http://POLYGON.COM) FOR COLOR OPTIONS

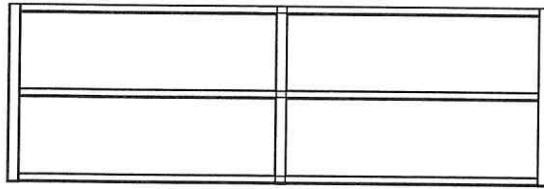
**STOP!!**  
NOT FOR CONSTRUCTION

USE FOR PRELIMINARY  
PLANNING AND ESTIMATING  
ONLY

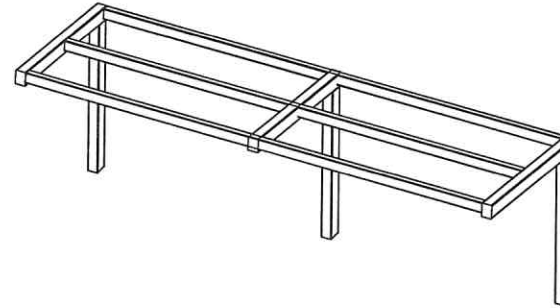
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|--------------------------------------------------------------------------------------------------------------------|--------------------------------|------------------------------|-----------------|
| PROJECT:<br>PLYMOUTH TOWNSHIP<br>PROJECT LOCATION:<br>PLYMOUTH MEETING, PA<br>DRAWING:<br>ARCHITECTURAL ELEVATIONS | PRINT DATE:<br>7/15/2025       | DESIGN BY:<br>michael leitch | REV LEVEL:<br>A |
|                                                                                                                    | JOB NO:<br>P22363              |                              | SCALE:<br>1:64  |
|                                                                                                                    | CAD MODEL:<br>P22363-83605-PPD |                              |                 |
|                                                                                                                    |                                |                              |                 |
| SHEET<br><b>1</b>                                                                                                  |                                |                              |                 |

**polygon**  
BY PORTER CORP

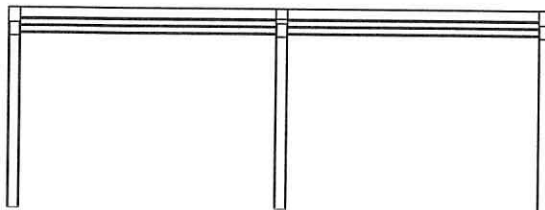
WWW.POLYGON.COM  
MAIN: (616) 888-3500  
FIELD SUPPORT: (616) 888-3504



TOP VIEW

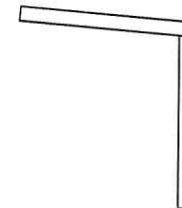


ISOMETRIC VIEW



FRONT VIEW

FINISH GRADE  
(ASSUMED AT CONSTANT  
ELEVATION UNLESS  
OTHERWISE NOTED)



SIDE VIEW

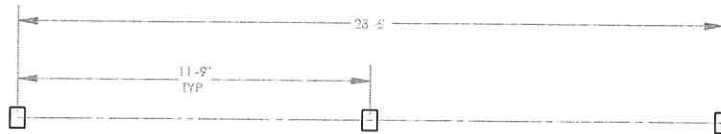
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|                   |                         |            |                  |                |                |                              |   |
|-------------------|-------------------------|------------|------------------|----------------|----------------|------------------------------|---|
| PROJECT:          | PLYMOUTH TOWNSHIP       | DATE:      | 7/15/2025        | DRAWN BY:      | michael.leitch | SHEET:                       | A |
| PROJECT LOCATION: | PLYMOUTH MEETING, PA    | JOB NO.:   | P22363           | SCALE:         | 1:64           | WWW.POLYGON.COM              |   |
| DRAWING:          | STRUCTURAL FRAMING PLAN | CAD MODEL: | P22363-83605-PPD | by PORTER CORP |                | MARK: (616) 884-500          |   |
|                   |                         |            |                  |                |                | FIELD SUPPORT: (616) 884-500 |   |
| SHEET             | 2                       |            |                  |                |                |                              |   |

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ONLY



**ANCHOR BOLT LAYOUT NOTES:**

1. ENGINEERING WILL DETERMINE REQUIRED ANCHOR BOLT LAYOUT AFTER ENGINEERING PACKAGE IS ORDERED.
2. CUSTOMER MAY SUGGEST PREFERRED ANCHOR BOLT LAYOUT.

|                                                                                                         |                   |                                                                          |                             |                                   |                                               |                                                                          |
|---------------------------------------------------------------------------------------------------------|-------------------|--------------------------------------------------------------------------|-----------------------------|-----------------------------------|-----------------------------------------------|--------------------------------------------------------------------------|
| PROJECT:<br>PLYMOUTH TOWNSHIP<br>PROJECT LOCATION:<br>PLYMOUTH MEETING, PA<br>DRAWING:<br>COLUMN LAYOUT | SHEET<br><b>3</b> | DATE<br>7/15/2025<br>JOB NO:<br>P22363<br>CAD MODEL:<br>P22363-83605-PPD | DRAWN BY:<br>michael.leitch | REV LEVEL:<br>A<br>SCALE:<br>1:48 | <b>poligon</b> <sup>®</sup><br>by PORTER CORP | WWW.POLYGON.COM<br>MARK: (616) 884-3500<br>FIELD SUPPORT: (616) 884-3500 |
|                                                                                                         |                   |                                                                          |                             |                                   |                                               |                                                                          |
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**poligon®**



FRAME COLOR: **BUMPER BLACK**  
ROOF COLOR: **REGAL BLUE**  
COLORS MAY VARY SLIGHTLY FROM RENDERED IMAGE

PLYMOUTH TOWNSHIP  
PLYMOUTH MEETING, PA  
CWC 8X24

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FRAME COLOR: **BUMPER BLACK**  
ROOF COLOR: **REGAL BLUE**  
COLORS MAY VARY SLIGHTLY FROM RENDERED IMAGE

PLYMOUTH TOWNSHIP  
PLYMOUTH MEETING, PA  
CWC 8X24

## SECTION 023700

### SOIL EROSION AND SEDIMENTATION CONTROL

#### PART 1 - GENERAL

##### 1.1 RELATED SECTIONS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. Section Includes:

- 1. Temporary erosion- and sedimentation-control measures.

##### 1.3 PROJECT CONDITIONS

- A. All earth disturbance activities on this project shall be conducted in accordance with the term and conditions of General NPDES Permit for Stormwater Associated with Construction Activities, NPDES Permit Number PAG 02 0035 15 006.
- B. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing. Pennsylvania One-Call System, Inc. design serial number is provided on the Drawings.
- C. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.

#### PART 2 - PRODUCTS

- A. Products such as compost filter socks, erosion control blankets, water quality inserts, fencing, stakes, and geotextiles shall be as indicated on the Drawings, or approved equal.

#### PART 3 - EXECUTION

##### 3.1 PERMIT CONDITIONS

- A. Submit Pennsylvania Department of Environmental Protection Form 3150-PM-BWEW0228 "Transferee/Co-Permittee Application for a General or Individual NPDES permit for Stormwater Associated with Construction Activities" and become a Co-Permittee of NPDES Permit Number PAG 02 0035 15 006.

- B. Comply with permit construction sequencing, methods, and materials, as indicated on the Drawings.

### 3.2 GENERAL

- A. Utilize erosion and sedimentation control practices as well as protect against the discharge of pollutants during construction. Comply with terms and conditions of NPDES Permit Number PAG 02 0035 15 006 and as required by the Lackawanna County Soil Conservation Service and Pennsylvania Department of Environmental Protection.
- B. Protect the soils by use of temporary vegetation, or seeding and mulch, or by accelerating the establishment or permanent vegetation. Complete and protect segments of work as rapidly as is consistent with construction schedules.
- C. Retard the rate of runoff from the construction site and control disposal of runoff.
- D. Utilize silt fence or other sediment holding devices at inlets, cross drains, etc.
- E. Trap sediment resulting from construction in temporary or permanent silt holding basins. This includes pump discharges resulting from dewatering operations.
- F. Sprinkle or apply dust suppressor, or otherwise keep dust within tolerable limits on haul roads and at the site.
- G. Should construction operations be suspended for any appreciable length of time, temporary measure for control of erosion must be utilized.

### 3.3 MAINTENANCE OF EROSION AND SEDIMENTATION CONTROL

- A. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- B. All controls shall be inspected weekly or after a storm event greater than 0.5 inches of rain.
- C. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

### 3.4 POST CONSTRUCTION STORMWATER MANAGEMENT

- A. General: Install Post-Construction Stormwater Management BMPs as indicated on the Drawings.
- B. Inspect, maintain, and repair Post-Construction Stormwater Management BMPs until project is accepted by Owner.

END OF SECTION

# **SUPERPAVE ASPHALT & RUBBERIZED SEALER**

## **PART I - GENERAL**

### **1.1 SCOPE**

- A. Description of Work – Provide all labor, material and equipment to furnish and install all paving as specified herein.

### **1.2 QUALIFICATIONS**

- A. Applicable Specifications

Commonwealth of Pennsylvania, Department of Transportation Specification, Form 408, last revised and all supplemental thereto.

- B. Qualifications

Contractor shall be experienced in paving and use the proper equipment as required by Pennsylvania Department of Transportation and specified herein.

### **1.3 TACK COAT**

- C. If a binder course is permitted to be used prior to installation of wearing course, binder must be cleaned and be treated with a bituminous tack coat as specified by PennDOT, Form 408. A regular type Distributor Truck must be used, as specified by PennDOT, Form 408.

## **PART II - PRODUCTS**

### **2.1 AGGREGATE**

Provide aggregate from sources listed in Bulletin 14. Aggregate and ram shall conform to the quality requirements for superpave asphalt mixture design as specified in Bulletin 27. The crushed aggregate shall conform to the applicable provision of Section 703, Aggregates, Commonwealth of Pennsylvania, Department of Transportation Specifications, form 408, last revision and all supplements thereto.

### **2.2 BITUMINOUS MATERIALS**

The bituminous materials shall conform to the applicable provisions of Section 702, Form 408, last revision, and all supplements thereto and Bulletin No. 25 of the Commonwealth of Pennsylvania, Department of Transportation Specifications.

## **PART 3 - EXECUTION**

### **3.1 SURFACE COURSE**

- A. After thoroughly compacting the base course, it shall be cleaned of all foreign substances and tack coated at the discretion of the Township Representative after which the surface course shall be constructed.
- B. The Superpave surface shall have a minimum total compacted thickness of one and a half inches (1½"). The Superpave will be placed and constructed in accordance with Section 409 and 309 Superpave Mixture Design and Construction, Commonwealth of Pennsylvania, Department of Transportation Specification, Form 408, latest revision and all supplements thereto. Mix design must be submitted to the Township for approval prior to any paving work taking place.
- C.
  - 1. All work shall be performed according to Commonwealth of Pennsylvania, Department of Transportation, Form 408.
  - 2. Compaction shall be accomplished as specified in Section (409.3), Form 408. Rollers shall be a minimum of 10 tons manufacturer's certified metal weight. Vibratory rollers of a self-propel type, with the necessary frequency and amplitude to achieve required density without objection undulations, material pick-up or other surface defects. Use a vibrator drive that automatically stops when the roller changes direction or stops. Contractor will provide manufacturer's certification that vibratory roller is equal to ten (10) tons static roller.
  - 3. The Township Representative may require, at Contractor's cost, the density testing as described in Section 409.3(j) 4.
- D.
  - 1. If a problem is found in density or thickness of materials, the Township Representative may require, at contractor's cost, the cutting or drilling of holes to the full depth of the wearing course; one per every three hundred sixty (360) tons per Section 409.3(m).
  - 2. If required to cut or drill test holes, backfill with similar material and satisfactorily compact at no expense to the Township.
  - 3. This operation will be under the supervision of the Township Representative who will determine where the test holes will be and also measure and check the depth for recording purposes.

### 3.2 SEALER

- A. A six-inch-wide strip of bituminous rubberized sealer, a PennDOT approved rubberized material, shall be applied to seal all joints, curb, manholes, and valve boxes immediately after roadway paving is completed.
- B. Sealant Specification - ASTM D 3405

### 3.3 SKID RESISTANT LEVEL

- A. The final wearing course shall have a minimum skid resistance level "H", as specified by the Commonwealth of Pennsylvania, Department of Transportation.

### 3.4 RECORDED TICKETS

- A. All Bituminous Concrete Materials furnished shall be on RECORDED TICKETS - hand written tickets will not be permitted.

### 3.5 DELIVERY TICKETS TO TOWNSHIP REPRESENTATIVE

- A. Delivery tickets must be collected by the Contractor's representative at the time the material is delivered. A copy of tickets must be available to the Township Representative, at all times, on the site. Furnishing of delivery tickets at a later date will not be permitted. Delivery tickets must have the correct project name inserted at the plant.

### 3.6 TOLERANCE OF ASPHALT CEMENT PERCENT IN MIX

- A. Tolerance shall be 0.2%, plus or minus the Commonwealth of Pennsylvania; Department of Transportation Approved Job-Mix Formula for each type bituminous concrete mix.

### 3.7 CERTIFICATION

- A. Bituminous producer will also indicate full compliance with Commonwealth of Pennsylvania, Department of Transportation Specifications, Form 408, last revision, and all supplements thereto, on the invoice.

## PART IV - RESTRICTIONS 4.1

- A. The Contractor is responsible to ensure that the proper material is provided by supplying a copy of an approved PennDOT Bituminous Asphalt Mix Design a minimum of five (5) working days prior to the start of the work. The Contractor will also supply the Township with a daily Bituminous Material Certification on a TR-465 or CS 4171 within 24 hours of placing the bituminous material for each day's placement.

## PART V - PLACEMENT OF BITUMINOUS ASPHALT ALONG ROADWAY OR ALONG OR AROUND CURBS, INLETS, MANHOLES, VALVE BOXES, DRIVEWAYS, AND LIMITS OF THE PAVING

1. A key must be provided with a small mill head where the wearing course begins and ends.
2. The area around inlets, manholes or valve boxes must be milled to provide the placement of the wearing course.

3. Any intersecting street and/or driveway must be milled to provide placement of the wearing course.
4. Mill one and a half inches (1½") out along existing curbing, where 9.5 mm Superpave will be placed for entire road (some roads). Milling will be on a taper one and a half inches (1½") along curbing, 0 inches (flush with existing roadway) four feet out from the curbing and edge of roadway. The same reveal will be held after placement of one and a half inches (1½") of wearing course, along the curbline and edge of all roadways.

Note: Edge of entire road is to be milled one and a half inches (1½") so all driveways will match the same after paving as they did before the placement of the new one and a half inches (1½") of wearing course, 9.5 mm paving schedule.

5. Any Damage that may occur to any curbing during milling operations will be repaired in a manner that is acceptable to the Director of Public Works.

**SECTION 329200**  
**TURF AND GRASSES**

**PART 1 - GENERAL**

**1.1 SUMMARY**

A. Section Includes:

1. Seeding.
2. Sodding.

**1.2 DEFINITIONS**

- A. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.
- B. Finish Grade: Elevation of finished surface of planting soil.
- C. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- D. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- E. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- F. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- G. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or top surface of a fill or backfill before planting soil is placed.
- H. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- I. Surface Soil: Whatever soil is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil, but in disturbed areas such as urban environments, the surface soil can be subsoil.

### 1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Certification of grass seed.
  - 1. Certification of each seed mixture for turfgrass sod.
- C. Product certificates.

### 1.4 QUALITY ASSURANCE

- A. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
  - 1. Pesticide Applicator: State licensed, commercial.

### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.
- B. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver sod in time for planting within 24 hours of harvesting. Protect sod from breakage and drying.

### 1.6 MAINTENANCE SERVICE

- A. Initial Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable turf is established but for not less than the following periods:
  - 1. Seeded Turf: 90 days from date of planting completion.
    - a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season as designated by the Montgomery County or Bucks County Soil Conservation District, if not specified on the drawings.
  - 2. Sodded Turf: 60days from date of planting completion.

## PART 2 - PRODUCTS

### 2.1 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.
  - a. Seed mixes and application rates as specified on the Soil Erosion Control Plans and the Landscape Plans.

### 2.2 TURFGRASS SOD

- A. Turfgrass Sod: complying with "Specifications for Turfgrass Sod Materials" in TPI's "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture, strongly rooted, and capable of vigorous growth and development when planted.

### 2.3 INORGANIC SOIL AMENDMENTS

- A. As specified on the Soil Erosion Control Plans and the Landscape Plans.

### 2.4 ORGANIC SOIL AMENDMENTS (IF USED)

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 3/4-inch sieve; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings.
- B. Sphagnum Peat: Partially decomposed sphagnum peat moss, finely divided or of granular texture, with a pH range of 3.4 to 4.8.
- C. Muck Peat: Partially decomposed moss peat, native peat, or reed-sedge peat, finely divided or of granular texture, with a pH range of 6 to 7.5, and having a water-absorbing capacity of 1100 to 2000 percent.
- D. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.
- E. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

### 2.5 FERTILIZERS

- 1. Fertilize per the Soil Erosion Control Plan.

## 2.6 PLANTING SOILS

- A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, a minimum of 6 percent organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth.

## 2.7 MULCHES

- A. Mulch and application rates as specified on the Soil Erosion Control Plans and the Landscape Plans.

## 2.8 PESTICIDES

- A. General: Pesticide, registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

# PART 3 - EXECUTION

## 3.1 TURF AREA PREPARATION

- A. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 6 inches Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
  - 1. Apply fertilizer directly to subgrade before loosening.
  - 2. Thoroughly blend planting soil off-site before spreading or spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil.
  - 3. Spread planting soil to a depth of 6 inches but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
    - a. Reduce elevation of planting soil to allow for soil thickness of sod.
- B. Unchanged Subgrades: If turf is to be planted in areas unaltered or undisturbed by excavating, grading, or surface-soil stripping operations, prepare surface soil as follows:
  - 1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.
  - 2. Loosen surface soil to a depth of at least 6 inches. Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top 6 inches of soil. Till soil to a homogeneous mixture of fine texture.
    - a. Apply fertilizer directly to surface soil before loosening.
  - 3. Remove stones larger than 1 inch in any dimension and sticks, roots, trash, and other extraneous matter.

4. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.
- C. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.
- D. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- E. Before planting, obtain Landscape Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

### 3.2 SEEDING

- A. Do not broadcast or drop seed when wind velocity exceeds 5 mph . Evenly distribute seed by sowing equal quantities in two directions at right angles to each other. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Seeding rates as specified on the Soil Erosion Control Plans and the Landscape Plans.
- C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.
- D. Apply mulch as specified on the Soil Erosion Control Plans and the Landscape Plans.

### 3.3 SODDING

- A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.
- B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.
  1. Lay sod across angle of slopes exceeding 1:3.
  2. Anchor sod on slopes exceeding 1:6 with wood pegs[ **or steel staples**] spaced as recommended by sod manufacturer but not less than 2 anchors per sod strip to prevent slippage.
- C. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches below sod.

### 3.4 TURF MAINTENANCE

- A. Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
- B. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain height appropriate for species without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings.
- C. Apply pesticides and other chemical products and biological control agents in accordance with authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

### 3.5 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Landscape Architect:
  - 1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.
  - 2. Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.
- B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

END OF SECTION

**EAST PLYMOUTH VALLEY PARK FIELD #4 FENCE REPLACEMENT PROJECT**  
**TECHNICAL SPECS**

- Remove and dispose of all existing fencing including mesh, top and bottom rails, posts, caps, rail ends and concrete. Also, any vegetation that is within the fencing shall be disposed of.
- Old post holes may be back filled from new post holds.
- Field fencing will be five feet high

**Wire Mesh**

9 gauge core and 8 gauge finished fuse bonded. Color: **Black Mesh, Posts and rails**

6 gauge fuse bonded wire (green) on entire backstop to a height of 10 feet

Top rails: 1 5/8" SS 20

Bottom rails: 1 5/8" SS 20

Line posts: 2 1/2 SS 20 – buried to a depth of 36" set in concrete

Loop caps: Steel

Rail caps: Steel

Termination posts: 3" SS 40 buried to a depth of 30" set in concrete

Backstop posts: 3" SS 40 20 feet finished height

- One double wide equipment gate in right field area