

NOTICE FOR BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received by Lower Saucon Township for the **POLK VALLEY PARK PEDESTRIAN CROSS WALK BRIDGE** in Lower Saucon Township until 2:00 p.m. prevailing time on Thursday, July 15, 2010 at the Lower Saucon Township Building, 3700 Old Philadelphia Pike, Bethlehem, PA 18015.

The project consists of a clear span aluminum bridge, including design of footers, piers, and/or abutments, fabrication, and installation on abutments installed by Contractor as more specifically described in the bid package. Project is subject to prevailing wages.

Bids must be made on the form furnished by the Township and must be accompanied by a Certified Check or Bid Bond issued by a Surety licensed to conduct business in the Commonwealth of Pennsylvania, in an amount equal to 10 percent (10%) of the total price bid made payable to the Township. Bidder qualifications, schedule of prices and project schedule shall be submitted with the bid.

All bid proposals will be publicly opened and read aloud at approximately 2:05 p.m. prevailing time on Thursday, July 15, 2010 in the Lower Saucon Township Building.

Copies of the specifications and all bidding documents for this project may be obtained at the Lower Saucon Township Building, 3700 Old Philadelphia Pike, Bethlehem, PA 18015 between 8:00 a.m. and 5:00 p.m. Monday through Friday.

The successful bidder will be required to furnish and pay for a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the total contract amount, with a corporate surety approved by the Township. Failure to deliver each individual Bond to the Township within ten (10) days of the award of the bid shall render the bid submission null and void.

Minimum salaries and wages as set forth in the Contract Documents in accordance with Commonwealth of Pennsylvania Department of Labor and Industry prevailing wage rates must be paid on this project. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin or handicap.

Award of the Contract, will be to the lowest responsible bidder, but the Township reserves the unqualified right to reject any or all bids and to waive any informalities permitted by law. Lower Saucon Township intends to award the contract at the regularly scheduled Township Council meeting on Wednesday, July 21, 2010 at the Lower Saucon Township Building.

Jack Cahalan
Township Manager

Lower Saucon Township Aluminum Pedestrian Cross Walk Bridge

Intent

Lower Saucon Township wishes to purchase and have installed a Prefabricated Aluminum Truss Bridge

Property Location

Polk Valley Road
Hellertown, PA 18055

See Exhibit A (Engineering Map) and Exhibit B (GIS Map)

Definitions

1. Township – In these specifications, the word "Township" shall mean Lower Saucon Township.
2. Engineer – In these specifications, the word "Engineer" shall mean the Township Designated Engineer.
3. Design Engineer – In these specifications, the word "Design Engineer" shall mean the Design Engineer chosen by the Contractor.
4. Contractor – In these specifications, the word "Contractor" or "Successful Bidder" shall mean the firm or corporation undertaking the execution of any work under the terms of these specifications.
5. Approved – In these specifications, the word "approved" shall refer to the approval of the Township or their designated representatives.
6. As Directed – In these specifications, the words "as directed" shall refer to the directions to the Contractor from the Township or their designated representatives.

Scope of Services/Purchase

The Contractor shall furnish all labor, material, and equipment and perform all work and services, necessary to design, fabricate, supply, and install an aluminum pedestrian bridge on abutments, as described herein. The bridge shall be a Gator Bridge, Atlantis rail style or equivalent thereof to the designs shown in enclosed drawing (Exhibit C). Lower Saucon Township shall make the sole determination of what constitutes an equal bridge.

This work is to be accomplished under the observation of the Township or their designated representatives.

The Contractor shall examine, investigate, and inspect the construction site as to the nature and location of the work, and the general and local conditions at the construction site, including without limitations, the character of surface or subsurface conditions and obstacles to be encountered on and around the construction site; and shall make such additional investigation as he may deem necessary for the planning and proper execution of the work.

If conditions other than those indicated are discovered by the Contractor, the Township should be notified immediately. If the Contractor believes there to be a changed condition the site should not be disturbed so that the Township can investigate the condition.

Specifications

These specifications are for a fully engineered clear span bridge, including design of footers, piers, and/or abutments, fabrication, and installation on abutments installed by Contractor. These specifications shall be regarded as, minimum standards for the design and construction of a pedestrian bridge as depicted on the enclosed Plans.

The successful Bidder shall be responsible for:

- Contractor shall provide any required soil testing for bridge footers design.
- Providing signed and sealed design calculations and Plans for footer and abutment design. Calculations shall include scour analysis.
- Delivery of fabricated bridge to the construction site.
- Contractor will be responsible for Work Zone Traffic Control during bridge installation.
- Construction of Abutments and installation of bridge.
- Providing a minimum 10 year warranty on the fabricated bridge.

Bridge Details

- The bridge span shall be 30 feet, 0 inches.
- The clear inside width shall be 6 feet, 0 inches.
- The bridge camber shall be approximately 1.25%
- The top shall be a minimum of 54 inches above the finished deck elevation.
- The railing shall be a railing as presented in Exhibit B.
- The bridge, footers, and/or piers shall be designed, signed and sealed by a Professional Engineer licensed in the State of Pennsylvania. Complete design calculations and Plans shall be submitted for review prior to the fabrication of the bridge or construction of the footers, piers, and/or abutments.
- Wind load shall be calculated at 35 pounds per square foot minimum.
- Live load shall be calculated at 85 pounds per square foot minimum.
- Vehicle load shall be calculated at 4,000 pounds minimum.
- Design shall conform to AASHTO "Guide Specifications for Design Pedestrian Bridges" – latest edition.
- The Design Engineer shall inspect the bridge structure after fabrication and certify that the bridge has been manufactured in accordance with the design calculations and approved Shop Drawings.
- The bridge shall be constructed of welded aluminum.
- Decking shall be aluminum decking.

Standards and Definitions

Standards – All standards refer to latest edition unless otherwise noted.

ASTM D-698-70 (Method C) "Standard Test Methods for Moisture Density Relations of Soils and Soils Aggregate Mixtures Using 5.5-lbs (2.5 kg) Rammer and 12-inch (305 mm) Drop"

ASTM D-1557 "Test Method for Laboratory, Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ [2,700 kN m/m³])."

ASTM D-2922 "Standard Test Method for Density of Soil and Soil Aggregate in Place by Nuclear Methods (Shallow Depth)".

ASTM D-1556 "Standard Test Model for Density of Soil in Place by the Sand-Cone Method."

All construction and materials shall be in accordance with current AASHTO Specifications

A. Bid Requirements

The bid must:

1. Discuss the proposed delivery method. Type of equipment needed to transport the pedestrian bridge and outline any setup methods required;
2. Discuss the equipment manufacturers being considered in terms of the length of time in business and the number of units installed at the capacity and scale being considered;
3. Discuss the equipment supplier, project engineer, and construction contractor qualifications for engineering and installing the bridge, including any relevant certifications by recognized organizations. Provide a list of the same or similar projects, installed or supplied and currently operating with references, if available; and
4. Describe bridge's durability and any warranty provisions. Provide a list of the same or similar bridges, installed or supplied. Please provide references.

B. Agreements, Permits and Certifications

The Design Engineers are responsible for identifying all necessary agreements and permits required for the project and the status and schedule for securing those agreements and permits, including the items specified in paragraphs (b) (1) through (4).

1. Identify zoning and code issues, and required permits and the anticipated schedule for meeting those requirements and securing those permits.
2. Identify licenses where required and the schedule for obtaining those licenses.
3. Identify land use or access to the resource agreements required for the project and the anticipated schedule for securing the agreements and the term of those agreements.
4. Submit a statement certifying that the project will be installed in accordance with applicable local, state, and national codes and regulations.

C. Design and Engineering

Design Engineer shall provide authoritative evidence that the bridge will be constructed and installed as to meet its intended purpose, will ensure public safety, and will comply with applicable laws, regulations, agreements, permits, codes, and standards. Installation shall be overseen by a qualified party. Bridge and abutments must be designed by the Design Engineer as a complete structure. Installation must be done by a qualified party.

1. Provide a concise but complete description of the installation project, showing the location provided, and how the bridge will be delivered and installed.
2. Describe the project site and address issues such as site access, equipment installation and site preparation.

D. Project Development Schedule

Identify each significant task, its beginning and end, and its relationship to the time needed to initiate and carry the project through startup and takedown. Provide a detailed description of the project timeline, including delivery to site clean up

E. Equipment Procurement

Materials purchased by the Township shall be delivered within the proposed project development schedule. Equipment, delivery and installation costs should be itemized in detail in Exhibit D by Contractor. Contractor responsible for the safety and security of equipment and materials left at site during working and non-working hours.

Designer/Contractor Obligations

1. The Contractor, while engaged in carrying out and complying with any of the requirements of this project, is an independent Contractor and is not an officer, agent, or employee of the Township.
2. If the Contractor should file a petition for bankruptcy or if it should make a general assignment for the benefit of its creditors or if a receiver should be appointed on account of its insolvency or if it should violate any terms and conditions of the project specifications and Agreement or should otherwise fail to perform its duties in accordance with the project specifications and Agreement, the Township may, without prejudice to any other right or remedy, terminate the Agreement and make other appropriate arrangements for the services to be provided hereunder. In that event the Contractor shall only be entitled to be paid for work satisfactorily completed and shall not be entitled to any compensation for lost profits or any demobilization costs.
3. The Contractor represents and warrants to the Township that it is solvent financially, is experienced in and competent to perform the services requested and that its officers are familiar with all Federal, State or other regulatory Laws, Ordinances, and Regulations which in any manner whatsoever may affect its services.

4. Minimum salaries and wages as set forth in the Contract Documents in accordance with Commonwealth of Pennsylvania Department of Labor and Industry prevailing wage rates must be paid on the project. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin or handicap.
5. Bids are to be accompanied by a Certified Check or Bid Bond ("Bid Security") in the amount not less than ten percent (10%) of the Base Bid made payable to the Township.
6. Interested Contractors shall visit the site before submitting Bids so that they are entirely familiar with the conditions. Bidders are instructed NOT to rely on the photos only. The size provided is accurate based upon the Township's Engineer's review. Appointments can be scheduled with the Director of Public Works to review location. No allowances for extras will be made due to the neglect of the Contractor to properly study the conditions before submitting the application.
7. Each Bid shall contain an itemized Bid Price per service/equipment.
8. Once the Bid has been awarded, the Contractor shall provide a copy of a Pennsylvania Child Abuse Clearance form and a copy of a Pennsylvania State Police Criminal Records Check for each of the Contractor's employees. No employee may be used on this project if the Contractor has not submitted satisfactory forms for that employee.
9. Design Engineer/Contractor shall provide number of additional employees hired for DCED/State of Pa Grant applications, if applicable.
10. Designer Engineer/Contractor shall assist, when needed, in applications submitted by the Township for grant or loan funding, if applicable.

General Contract Requirements

1. The Contract Document Includes:
 - Notice to Bidders
 - Specifications
 - Addendum (s) if any
 - Bid/Agreement
 - EEO/Affirmative Action Statement
 - Bid Bond (or other security)
 - Performance Bond (or other security)
 - Non-Collusion Affidavit
 - Services Agreement
 - Certificate of Insurance
 - Dates of delivery and installation

2. Within ten (10) days of issuance (in accordance with Section 3102 of the 2nd Class Township Code) of Notice of Award and prior to approval of the Agreement, the Contractor shall provide a Performance Guarantee in the form of a Certified Check or Bond in the amount of not less than 100% of the total contract price, which Certified Check or Bond or other security shall be made payable to Township and which Performance Guarantee will be held until completion of the project. Failure to provide this security shall result in forfeiture of the Bid Security.
 - A. In the event the Contractor obtains labor or materials from any other provider, a 100% Payment Bond shall be required.
3. The Contractor shall provide proof of insurance as follows:
 - A. The Contractor shall carry Workers Compensation Insurance for all his employees and those of his Sub-contractors engaged in work at the site, in accordance with PA "Workers' Compensation Act."
 - B. The Contractor shall carry Contractor's Public Liability Insurance with limits specified herein to protect the Contractor and his Sub-contractors against claims for injury to or death of one, or more than one, person, because of accidents which may occur or result from operations under the Contract; such insurance shall cover the use of all equipment, including but not limited to any motorized vehicles required in the performance of this project.
 - C. The Contractor shall carry, during the life of the Contract, Property Damage Insurance in an amount specified herein to protect the Contractor and his Sub-contractor from claims for property damage which might arise from operations under the Contract.
 - D. Public Liability and Property Damage Insurance - \$1,000,000.00 aggregate coverage with the Township listed as an additional insured.
 - E. Automobile Liability Insurance - \$1,000,000.00 aggregate coverage with the Township listed as an additional insured.
 - F. A certificate verifying Workers Compensation Insurance, as required by law, in the amount of at least \$500,000.00.

Performance of Successful Bidder

The Township reserves the right to cancel its contract should the successful bidder fail to perform the work or furnish the items specified herein, and/or in accordance with their proposal.

Lower Saucon Township

EEO/Affirmative Action Statement

Lower Saucon Township, by and through the duly elected Lower Saucon Township Council, pledges to provide equal opportunity with regard to race, color, religion, national origin, sex, age, disability, or Vietnam era veteran status. This pledge applied to all employees and applicants for employment in connection with hiring, placement, testing, transfer, promotion or demotion; recruiting, advertising or solicitation for employment; treatment during employment including but not limited to assignments, evaluation and work policies; selection for training or education; layoff or termination of employment; and rates of pay, fringe benefits or other forms of compensation including payment of wages to men and women performing substantially equal work.

Lower Saucon Township, by and through the duly elected Lower Saucon Township Council, pledges to provide equal opportunity without regard to race, color, religion, national origin, sex, age, disability or Vietnam era veteran status to all interested bidders who desire to submit a bid proposal for consideration by said Township.

This statement is made in accordance with the Equal Pay Act of 1963 as amended, Title VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 dated September 24, 1965 the Age Discrimination Act of 1967 as amended, Executive Order 11375 dated October 13, 1969. the Americans with Disabilities Act of 1990 as amended and the Civil Rights Act of 1991 as amended.

Special Project Provisions

1. The TOWNSHIP, for the purposes of this Bid and Agreement is:

Lower Saucon Township
Jack Cahalan, Manager
3700 Old Philadelphia Pike
Bethlehem, PA 18015-5426
2. Instructions issued by the TOWNSHIP shall be given by the Manager or his Designee.
3. Designer/Contractor shall meet for a pre-construction meeting
4. Design shall meet industry code and PA DEP and Federal EPA guidelines.
5. Designer/Contractor shall meet with Township Officials or designees prior to the implementation of each phase of construction.
6. Road closure measures shall be discussed at the pre-construction meeting.
7. Stopping of work due to unfavorable weather conditions shall be reported to the Director of Public Works.
8. Indemnification:
 - a. The Contractor will indemnify and hold harmless the Township and their agents, consultants, and employees from and against all claims, damages, losses, and expenses including Attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
 - b. In any or all claims against the Township or any of their agents, consultants, or employees by any employee of the Contractor, Subcontractor, or anyone directly or indirectly employed by any of them or anyone for those acts any of them may be liable, the indemnification obligation shall not be limited in any way by any benefits payable by or for the Contractor or any Subcontractor under Workers Compensation Acts, Disability Acts, or other Employee Benefits Acts.

Name of Bidder

Address

Telephone

Fax

Email

Bidder's Signature

ACCEPTANCE OF BID AND CONTRACT AGREEMENT

Lower Saucon Township hereby accepts the above-referenced Bid and by signing this Bid Form enters into an Agreement with the above-referenced Contractor with all Agreement documents including:

1. Notice to Bidder
2. Specification
3. Addendum(s) No. _____, _____, _____ (if any).
4. This Bid and Agreement
5. The Performance Bond provided by the Contractor
6. Certificates of Insurance provided by the Contractor
7. Non-Collusion Affidavit

AUTHORIZED BY LOWER SAUCON TOWNSHIP this _____ day of _____, 2010.

Jack Cahalan
Township Manager

Performance Bond
(with Corporate Surety)

KNOW ALL MEN BY THESE PRESENTS, That we, _____ as Principal and _____ a corporation incorporated under the laws of the State of _____ as Surety, and held and firmly bound unto Lower Saucon Township in the full and just sum of _____ (\$_____) dollars lawful money of the United States of America, to be paid to the above Township or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors administrators, successors and assigns, jointly and severally, firm by these presents.

WHEREAS, the above Principal has entered into a contract, dated _____ with the above Township, for the undertaking of certain obligations, as described in Exhibit C – Polk Valley Park Pedestrian Cross Walk Bridge, as therein set forth,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden Principal, as Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said contract, including the specifications and conditions referred to and made a part thereof, and such alterations as may be made in said Specifications as therein set forth, then this Obligation shall be void, but otherwise the same shall be and remain in force, virtue and effect.

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

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this Bond under Seal, pursuant to due and legal action authorizing the same to be done on _____(date of Bond).

Attest/Witness

Contractor

Title _____

Title _____

Attest/Witness

Surety Company

Title _____

Title _____

Lower Saucon Township
Non – Collusion Affidavit

_____ (name of person completing form), being first duly sworn, deposes and says that he/she is) _____ (sole owner, a partner, president, secretary etc.) of _____ (company name) the party making the foregoing proposal or bid; that such bid is genuine and not collusive; that said bidder has not colluded, conspired, connived, or agreed directly or indirectly with any bidder or person, to submit a bid that is not responsible, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against Lower Saucon Township, Northampton County, Pennsylvania, or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member of agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 2010.

Notary Public

Seal

CONTRACT

Polk Valley Park Pedestrian Bridge

(TO BE COMPLETED ONLY IN THE EVENT OF A BID AWARD)

This agreement made this _____ day of _____, 2010, between the _____, a duly incorporated municipal corporation with its officers located at _____, Pennsylvania, _____ (hereinafter referred to as "Municipality")

AND

_____, having an office for business located at _____ (hereinafter referred to as "Contractor").

WHEREAS, Township desires to obtain a prefabricated aluminum pedestrian crosswalk bridge to be installed at Polk Valley Park; and

WHEREAS, Contractor is an individual/corporation engaged in the business of providing and installing such equipment; and

WHEREAS, Contractor desires to render these services and bridge purchase to the Township as an independent Contractor, subject to the terms and conditions in the Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, and other good valuable consideration hereinafter contained, the parties hereto, intending to be legally bound, agree as follows:

1. RECITALS

The recitals set forth above in the foregoing whereas paragraphs shall be considered to provide substantive provisions of the Agreement and are incorporated herein by this reference.

2. SCOPE OF SERVICES

Contractor shall be responsible for the manufactured bridge, delivery and installation of the crosswalk bridge as described in Exhibit "D".

Contractor shall perform these services on the approved schedule agreed to by both parties. Township does agree to amend schedule if requested and a timeline agreeable to both parties.

3. TERM

- A. This Agreement shall become effective when executed by the Manager of the Township and shall be in effect as of _____.
- B. No extension of the term of this Agreement will change the remaining terms or conditions of the Agreement.
- C. No extension of the term of this Agreement shall be in effect unless consent to by Contractor, in writing.

4. COMPENSATION

- A. Contractor shall receive the sum of _____ (\$_____) for the manufactured bridge and installation services.
- B. Contractor shall submit invoices for the status reports on the services performed and expenses incurred to Township when fifty (50%) percent complete. In the event Township disputes an invoice item(s), Township shall notify Contractor within fifteen (15) days after receipt of the invoice. All undisputed invoice amounts shall be paid by Township to Contractor within forty-five (45) days after the Contractor receives invoice. All invoices should be directed to the Dept. of Finance.
- C. Prior to final payment upon completion of project, Contractor shall remediate any structural or construction issues to the Township's satisfaction.

5. INDEPENDENT CONTRACTOR

- A. Contractor is deemed an Independent Contractor and shall not, during the term of this agreement, assign, subcontract, transfer or otherwise delegate all or any part of its obligations or responsibilities with prior written approval of Township. No relationship of employer/employee is intended not created by this Agreement, it being understood the Contractor shall render services to Township on an independent contractor basis. Contractor is not entitled to any benefits from Township including, but not limited to, compensation (other than that set forth in Paragraph 4), Workers' Compensation, unemployment insurance or benefits, pension benefits, Social Security or disability benefits, and professional liability insurance and/or deductibles. Contractor expressly agrees and acknowledges that Township will deduct no employment taxes from any compensation paid to Contractor, and that Contractor will be responsible for the payment of all taxes whatsoever in connection with any compensation received from Township.
- B. Full responsibility shall be assumed by the Contractor for the payment of all income tax deductions, including self-employment tax, and any other taxes or payroll deductions required by law for the Contractor, of the Contractor's employees, if any, who are performing services under this Agreement.
- C. Contractor further agrees and acknowledges that Contractor is not authorized under the terms of this Agreement to bind the Township in any contractual undertakings with any third parties as a result of the within Agreement, and

Contractor will not make any representation that it is capable of binding the Township.

6. COVENANTS, REPRESENTATIONS, AND WARRANTIES.

A. Contractor covenants, represents and warrants:

1. That Contractor is an Independent Contractor;
2. That all services or materials contained in the Agreement shall be performed by or procured from contractor and shall not be subcontracted and assigned to any entity or individual without the prior written approval of Township.
3. The Contractor is entering into the Agreement in the ordinary course of its business activities;
4. That Contractor agrees to comply with all federal, state and local laws and regulations relating to equal employment opportunities including, but not limited to American with Disabilities Act, Title VII of the Civil Rights Act of 1964 and the Age Discrimination in Employment Act, as well as those relating to wages and working conditions. Provider agrees to comply with the special provisions and regulations of Federal and State funding sources.
5. That the standard of care for all professional services performed or furnished by Contractor under the Agreement will be the care and skill ordinarily used by member of Contractor's occupation.

8. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

- A. The Contractor agrees to indemnify, defend and save harmless the Township, its officers, agents and employees from any and all losses, claims, costs and damages, including reasonable counsel fees, resulting for any:
1. Breach of this contract by Contractor;
 2. Professional error or omission, fault or negligence by the Contractor or by its employees, servants, agents, contacts, or anyone acting under its direction, control or on its behalf in connection with or incident to its performance of this agreement.
 3. General public liability and malpractice claims arising in connection with the business or activities of the Contractor in the performance of this contract.
- B. The Contractor shall maintain insurance coverage as stipulated.
- C. The insurance coverage specified above must insure, as they may appear, all parties to this Agreement. The Township shall be listed as an additional insured on said policies. Certification of said insurance coverage shall be submitted to the Township prior to execution of the contract. The insurance coverage shall be maintained by Contractor for the entire period of the contract at Contractor's sole cost and expense.

9. NOTICES

Any notices required to be given pursuant to the terms and provisions hereof shall either be served in person, by facsimile transmission or by depositing such notice in the United States mail, certified, with certification and postage charges prepaid. In the event the service of Notice upon either party pursuant to the terms of this paragraph, their respective facsimile transmission numbers and addresses are as follows:

Contractor:

Township:

10. PROFESSIONALISM

It is contemplated, expected and understood by the parties that Contractor will execute and perform the services to be provided to Township in a professional and ethical manner.

11. SEVERABILITY

If any provision of this agreement is prohibited by, or is unlawful or unenforceable under the applicable law of any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof; provided, however, that such prohibition in any jurisdiction shall not invalidate such provision in any other jurisdiction and provided further that where the provisions of any such applicable law may be waived, they are hereby waived by PROVIDER to the full extent provided by law to the end that this agreement shall be deemed to be valid and binding agreement according to its terms.

12. INTERPRETATION

Contractor agrees to waive the general rule of interpretation that "in the event of any ambiguity or issue of construction, the same will be resolved against the drafter of the document." It is declared to be the intention of Contractor and Township that the public health, safety and welfare be protected and furthered by the contract. Therefore, this contract is to be interpreted in such manner as to favor such public interest as opposed to any private interest.

13. WAIVER

No waiver by Township of any breach of this agreement shall constitute a continuing waiver or waiver of any subsequent breach either of the same or another provision of this agreement or addenda.

14. ENTIRE AGREEMENT/MODIFICATION

This agreement constitutes the entire understanding between the parties, and no modification or amendment to the terms herein shall be valid unless in writing signed by the parties.

15. GOVERNING LAW

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and any action filed in connection with this Agreement shall be filed in the Court of Common Pleas of Northampton County.

WHEREFORE, in witness of the covenants set forth within this Agreement and intending to be legally bound hereby, the Parties or their authorized representatives have affixed their signature hereto.

ATTEST:

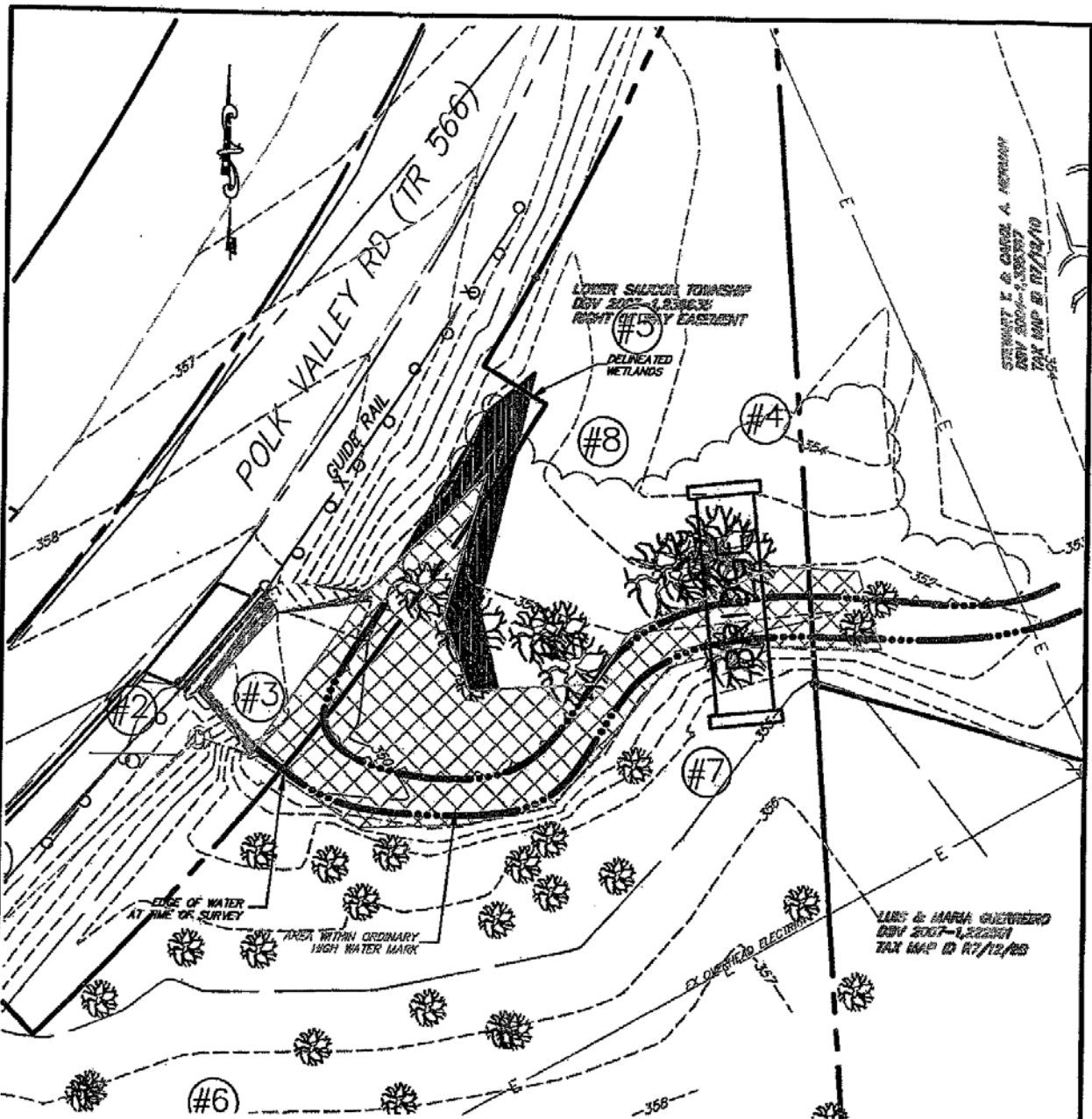
Title _____

ATTEST:

Title _____

EXHIBIT A

I:\SDSK\Proj\LS07-41 POLK VALLEY PARK WALKWAY\dwg\BRIDGE_BAR.dwg Mar 11, 2009 - 3:45pm



PROPOSED BRIDGE LOCATION - OPTION 2

REVISIONS
3-11-2008

POLK VALLEY PARK WALKWAY BRIDGE

LOWER SAUCON TOWNSHIP
NORTHAMPTON COUNTY
PENNSYLVANIA

DRAWN BY:
BAR
CHECKED BY:
DDM
DATE:
06-18-2008
SCALE:
1" = 20'

PROJECT NO.

LS07-41

SHEET NO.

3 OF 3

HANDOVER ENGINEERING
ASSOCIATES, INC.

252 BRODHEAD ROAD, SUITE 100
BETHLEHEM, PA 18017-8944
(610) 691-5644

SEAL

EXHIBIT B

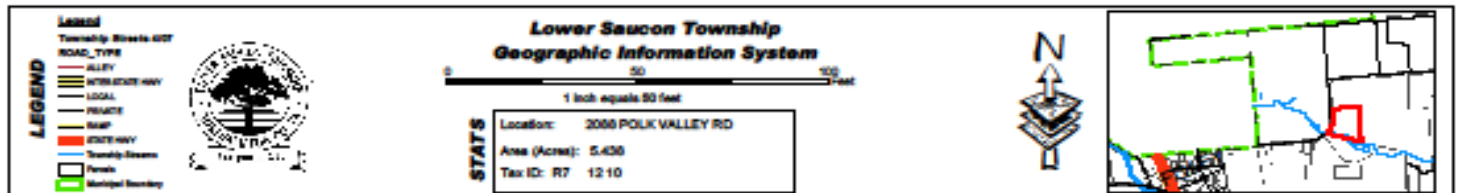


EXHIBIT C



EXHIBIT D

Lower Saucon Township
Bid and Agreement

Lower Saucon Township
Prefabricated Aluminum Cross Walk Bridge itemized budget
Bid Opening

	Price
Design Engineering	
Lab Testing	
Permit costs	
Abutment Installation	
*excavation equipment	
*materials	
*labor	
Traffic Control	
*equipment	
*labor	
Bridge Installation	
*equipment cost	
*labor costs	
Delivery	

Base Bid Total for proposed purchase \$_____

*The Bidder is responsible to evaluate site infrastructure prior to bid submission. Errors in calculations are the responsibility of the bidder. Bidder is required to fill out the itemized budget sheet with bid proposal.