

NOTICE FOR BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received by Lower Saucon Township for the **ORCHARD VIEW ESTATES BASIN LANDSCAPE AND PLANTINGS** until 11:00 a.m. prevailing time on Thursday, July 30, 2015 at the Lower Saucon Township Building, 3700 Old Philadelphia Pike, Bethlehem, PA 18015.

The project is located in the Orchard View Estates on Route 412, Hellertown, PA and consists of the installation of basin seeding, shrubs & plugs plantings, E&S, topsoil fill and mobilization/demobilization, as more specifically described in the bid package. Project is subject to prevailing wages. Contract work, except as noted, shall be completed within 90 days from issuance of the Notice to Proceed.

Bids must be made on the forms 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 along with all other required bid documents shall be submitted with the bid.

All bid proposals will be publicly opened and read aloud at approximately 11:00 a.m. prevailing time on Thursday, July 30, 2015 in the Lower Saucon Township Admin. Building.

Copies of the specifications and all bidding documents for this project may be obtained at the Lower Saucon Township Admin. Building, 3700 Old Philadelphia Pike, Bethlehem, PA 18015 between 8:30 a.m. and 4:30 p.m. Monday through Friday or from our website: www.lowersaucontownship.org/purchasing/html.

The successful bidder will be required to furnish and pay for a Performance Bond in the amount of one hundred percent (100%) of the total contract amount, with a corporate surety approved by the Township. Failure to deliver said 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 next regularly scheduled Township Council following award of bid.

Jack Cahalan
Township Manager

**Lower Saucon Township
Orchard View Estates Basin Landscape and Plantings**

**NOTICE OF
BID OPENING DATE**

**THE BID OPENING DATE IS SCHEDULED FOR
THURSDAY, JULY 30, 2015 AT 11:00 A.M.**

**IF YOU ARE DOWNLOADING THE BID SPECS FROM OUR WEBSITE, IT IS YOUR
RESPONSIBILITY TO CONTACT THE TOWNSHIP AT 610-865-3291 OR
info@lowersaucontownship.org TO PROVIDE YOUR CONTACT INFORMATION.**

**THE TOWNSHIP WILL NOT BE RESPONSIBLE IF THE BID YOU SUBMIT DOES
NOT CONTAIN THE MOST CURRENT INFORMATION, IF WE HAVE NOT
RECEIVED YOUR CONTACT INFORMATION.**

**LOWER SAUCON TOWNSHIP
ORCHARD VIEW ESTATES BASIN LANDSCAPE AND PLANTINGS**

Checklist for Bid Submission:

- _____ Bid Bond or Cashier's Check in the amount of ten percent (10%) of the bid amount
- _____ Bid Submission with Amounts
- _____ Bidder Information/Signature
- _____ Signed and notarized Non-Collusion Affidavit
- _____ Certificate of Insurance
- _____ Bid Addendums (if any)

**ALL DOCUMENTS MUST BE SUBMITTED WITH
SEALED BID PROPOSAL PRIOR TO 11:00 A.M. ON
THURSDAY, JULY 30, 2015**

Lower Saucon Township

Instructions to Bidders and Specifications ORCHARD VIEW ESTATES BASIN LANDSCAPE AND PLANTINGS

1. Scope of Project

The Project shall consist of the provision of all services, skilled labor, plants, materials, equipment, tools, and insurance certificates necessary to install the specified plantings and landscaping in Orchard View Estates, Lower Saucon Township (herein referred to as "Township") according to the Project specifications provided herein.

A. Property Location & Description of Project

Orchard View Estates, Courtney Court and Route 412 (See Exhibit "A1" and "A2" for photos). The project consists of the installation of landscaping, erosion control, topsoil fill, mobilization/demobilization, basin plantings and any other items as listed on the "Schedule of Prices, Unit Breakdown".

B. Listing of Required Plantings

See Schedule of Prices

C. Landscape Architect/Planner Drawings and Technical Specifications

See Exhibit "B1 Sheets 1 – 3" and "B2 – Technical Specifications"

D. General Description of Work

The work shall include furnishing all materials, equipment, tools and labor, and performing all work necessary to complete the construction of this Project, together with all accessory and appurtenant items of work as described in the specifications and as directed by the Township. All construction/landscaping shall be to the specifications stated herein, and all is subject to supervision and approval by the Township.

2. Bid Submission Requirements (Interested Contractors shall submit the following with the Bid)

- A. Each Bid shall be delivered in a plain sealed envelope marked "**Orchard View Estates**". The bidder's name shall clearly appear on the front of the sealed envelope.
- B. Bids are to be accompanied by a Certified Check or Bid Bond in the amount not less than ten percent (10%) of the Base Bid made payable to the Township. This project may be subject to the Pennsylvania Prevailing Wage Act and the prevailing wage determinations from the Department of Labor and Industry. The successful bidder shall be required to submit to the Township payroll certifications for all workers on the Project prior to the disbursement of final payment.
- C. Bids are to be accompanied by a signed and notarized Non-Collusion Affidavit in the form attached hereto.
- D. Interested Contractors are encouraged to visit the site(s) before submitting Bids so that they are entirely familiar with the conditions. Bidders are instructed to **NOT** rely solely only on maps of the site as listed in the Bid Document. **A mandatory, pre-bid site meeting will be held on July 22, 2015 at 10:00 a.m.** Contractor shall furnish plantings as detailed on the listing provided and install as detailed on the Planner's architectural drawings.
- E. Each Bid shall contain an itemized Bid Price per plant and service, whether listed as "needed" or "if needed".
- F. Identify the project, contractor, subcontractor, and/or supplier.

- G. Bids are due and to be received at the Township on July 30, 2015 by 11:00 a.m. Failure to meet the 11:00 a.m. deadline will result in automatic disqualification. A mandatory, pre-bid site meeting will be held on July 22, 2015 at 10:00 a.m.**
- H. All work and plantings must be completed within 90 days from issuance of the Notice to Proceed.**

3. Award of Bid

The bid will be awarded to the lowest, responsible bidder ("Contractor") who shall be notified by an Award of Bid. The Contractor shall be required to enter into a General Service Agreement substantially in the form attached hereto. Bids are due and will be publicly opened at the municipal offices of Lower Saucon Township at 11:00 a.m. on July 30, 2015; the Award of Bid shall be awarded at the next available Council meeting held thereafter. Lower Saucon Township reserves the right to reject any or all bids, waive any informality in any bid, to eliminate or reduce items or quantities, and exercise its judgment as to the comparative merit of the products and services offered in the bids received.

4. General Conditions and Contract Requirements

- A. Within ten (10) days of issuance 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 one hundred percent (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 work. Failure to provide this security shall result in forfeiture of the Bid Security. A Certificate of Insurance shall also be provided within ten (10) days as further described.
- B. 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 Subcontractors engaged in work at the site, in accordance with State Workers Compensation Laws. A certificate verifying Workers Compensation Insurance, as required by law, in the amount of at least \$500,000.00.
 - b. The Contractor shall carry Manufacturer's and Contractor's Public Liability Insurance with limits specified herein to protect the Contractor and his Subcontractors 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 lawn mowing equipment and motor vehicles 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 Subcontractor 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. Awarded Contractor shall provide for one hundred percent (100%) performance bond for the contracted amount.
- C. The Contractor, while engaged in carrying out and complying with any of the requirements of proposed work, is an independent Contractor and is not an officer, agent, or employee of the Township.
- D. The Township shall have the right to act on all matters not specifically provided herein.
- E. 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 planting and landscaping 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.

- F. The Contractor represents and warrants to the Township that it is solvent financially, is experienced in and competent to perform the planting and landscaping services 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.
- G. Once the Bid has been awarded, if requested, 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.
- H. Liquidated Damages – Liquidated damages will be imposed at a rate of two hundred fifty dollars (\$250.00) per calendar day, if the Contractor fails to complete any stage of this project within the time period(s) specified in the proposal.
- I. Mobilization – This item shall also include provisions for temporary storage that the Contractor may deem necessary in cooperation with the Township. This item shall include provision for continuously maintaining the construction site in a neat and orderly manner, and shall include provisions for the final grading and restoration of such storage area. Restoration shall mean returning the site to the condition it was in, prior to beginning of construction.
- J. Cooperation with Utilities – Location of all sub-surface and surface utilities and appurtenances or any other structures where indicated on plans have been compiled from various sources of information made available to the Township. This data is intended primarily for the benefit of the Contractor, and the Township will not be responsible for the accuracy thereof or for any errors or omissions.

In accordance with Act No. 38 the Contractor shall obtain clearance for subsurface work by calling the Pennsylvania One Call System at 1-800-242-1776, and shall notify all "Users" (Utilities) that he will be making an excavation at least three (3) working days prior to the day of beginning such work so that each "User" can mark or locate their lines for the Contractor in the area of excavation.

The Contractor shall indicate that he has notified all "Users" by supplying to the Township a list of all Serial or Code Numbers received from the appropriate "Users" (Utility Companies).

Should local utility companies or authorities (gas, electric, telephone, water, sewer, etc.) or the Township be required to rehabilitate existing facilities and/or install new ones during the progress of the Contractor's work, he shall fully familiarize himself with the locations of such utilities and with their requirements and shall cooperate with the personnel working on such utilities, and arrange that his work will cause no interference or delays.

The Contractor shall exercise extreme caution in this clearing operation, so that the existing utilities in the project area are left undisturbed. It shall be the Contractor's responsibility to verify the locations of all underground utilities prior to any excavation. Any utility or appurtenant item such as water valve box covers, laterals, sewer pipes, underground wires and conduits, etc. , that is damaged by the Contractor due to his construction activities, shall be repaired or replaced by the Contractor at no cost to the Township.

- K. Protection of Work – The Contractor will be responsible for initiation, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection.

The Contractor shall take great care to protect all public and private property. If the construction work undertaken by the Contractor, his equipment, his agents, or subcontractors cause damage to public or private property, including but not limited to roadways, driveways, parking areas, paths, grading, stormwater management facilities, plantings and vegetation to remain on the site, and any other improvement on the site installed previously, the Contractor will be responsible for the satisfactory repair or replacement of the damaged property and/or the costs of any legitimate monetary damages due as a result of such damage.

The Contractor shall be responsible for any and all damage done by employees, equipment and/or subcontractors, to roads, property or adjacent property, and he shall correct such damage prior to approval of this project for final payment.

- L. Cleaning the site and Grass Restoration – The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the project area and public right-of-way reasonably clear. During the course of the work and at the completion of the work, he shall remove all unneeded temporary construction facilities, debris, and unused materials provided for the work, and put the whole site of the work and public rights of way in neat and clean condition. Trash burning on the site of work will not be permitted.

All the excavated material shall be stored in such parts of the construction are, or such suitable places and in such manner as shall be approved or directed by the Township. The Contractor shall be responsible for any loss of; or any damage to materials through careless removal or neglectful or wasteful storage, disposal, or use.

- M. Guarantee of Maintenance – All work plantings and materials shall be guaranteed for a period of eighteen (18) months starting from the date of the Township's final acceptance of all items in a stage as specified in the contract documents (Township's approval will be done at a Lower Saucon Township Council Meeting). The Contractor should make the necessary provisions for this maintenance in his bid, as the Township will not be responsible for any maintenance work and materials required in the eighteen (18) month maintenance period, except for the removal of debris not related to the Contractor's work.

The Contractor shall also make all necessary repairs on his work as it progresses until final Township acceptance. All repairs of the maintenance shall be made to the satisfaction of the Township.

The Contractor shall not be responsible for damage that occurs as a result of vandalism, or similar acts of human violence, beyond his control in the maintenance period.

The Contractor shall be required to meet and comply with all local, state and federal laws if applicable.

At the completion of the project and prior to final payment being approved, the Contractor shall submit the following:

Maintenance Bond for one hundred percent (100%) of the Contract amount – to be submitted upon completion of the project and to run eighteen (18) months from date of Township final acceptance of the project.

- N. 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.
- O. Payment – Contractor, upon completion of work, shall submit a final invoice which shall be paid by the Township upon final acceptance/approval by the Township.
- P. Indemnification – 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.

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.

6. Township Responsibilities

The Township or its designee shall perform the following work and assume the authority for the following during the life of this contract:

- A. The work shall be subject at all times to the inspection of the Township or designee, who shall have free access to every facility at all times for inspecting the materials or work. This work shall not in any way guarantee the Contractor's work.
- B. Approve or disapprove any materials, and equipment used by the Contractor.
- C. Sample and test any materials as the Township deems necessary.
- D. Any doubt as to meaning of these Technical Specifications, or any obscurity as to the wording or the intent of them, will be explained by the Township. All directions and explanations required or necessary to complete, explain or make definite any section of the specifications and/or drawings and give them due effect will be given by the Township in writing whose decision thereon will be final.
- E. The Township will have authority to reject materials and suspend work in case of any dispute which may arise between the Contractor and Township due to defective materials or substandard performance of work until the issues can be referred to and decided by the Township.
- F. Temporary Suspension of Construction – The Township shall have the authority to suspend the construction, wholly or in part, for such period or periods as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable construction, or for such items as is necessary due to the failure on the part of the Contractor to carry out orders given or to perform any or all provisions of the contract.

If the Township suspends construction in part, he will have the authority to direct the Contractor to perform such other parts or items of construction which, in his opinion, may be performed with favorable results and advantageously for the time of completion of the project, and shall notify the Contractor accordingly in writing.

If it should become necessary to stop construction for any indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the traveling public not become damaged in any way. He shall take every precaution to prevent damage or deterioration of the construction performed, provide suitable drainage, etc.

- G. Intent of Plans and Specifications – The intent of the specifications is to prescribe a complete work which the Contractor undertakes to do in full compliance with the contract documents. If there is any apparent contradiction or ambiguity in the specifications, the Contractor shall bring the fact to the attention of the Township and shall obtain his decision of the meaning or true intention of the contradiction. The Contractor shall not commence work until a determination is made.

7. Arbitration

If any matter cannot be addressed successfully by both parties, all disputes or claims in question may be decided by arbitration in accordance with the Uniform Arbitration Act, 42 PA. C.S. Section 7301 et seq., if the Township and Contractor agree to such arbitration.

There shall be a panel of three Arbitrators, one appointed by the Township, one by the Contractor and one mutually agreed to by both parties. Any agreement to arbitrate shall be specifically enforceable under the prevailing Arbitration Law. The award rendered by the arbitrators shall have the effect provided under the Uniform Arbitration Act.

Notice of the demand for arbitration shall be filed in writing with the other party to the contract documents, with the Township and otherwise as provided in the Uniform Arbitration Law. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.

The contractor will carry on the work and maintain the progress schedule during any arbitration proceeding, unless otherwise mutually agreed in writing.

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.

BID SUBMISSION

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 submitted. Within ten (10) days of receiving this signed Acceptance the Bidder shall submit the following:

1. The signed Professional Service Agreement
2. The Performance Security in the amount of one hundred percent (100%) of the bid provided by the Contractor
3. Certificate of Insurance provided by the Contractor

AUTHORIZED BY LOWER SAUCON TOWNSHIP this _____ day of _____, 2015.

Jack Cahalan
Township Manager

BID FORM

PROJECT:

ORCHARD VIEW ESTATES BASIN LANDSCAPE AND PLANTINGS

LOCATION:

Lower Saucon Township
Northampton County, Pennsylvania

TO:

Lower Saucon Township
3700 Old Philadelphia Pike
Bethlehem, PA 18015

To All Bidders:

The undersigned have carefully examined the Contract Documents and Drawings and all subsequent addenda, as well as the sites and conditions affecting the work and will furnish all labor, materials, supplies, equipment, plant and other facilities and perform all work necessary or incidental to the ORCHARD VIEW ESTATES PROJECT in strict accordance with the Contract Documents.

Contract work, except as noted, shall be completed within 90 days from issuance of the Notice to Proceed. Permanent seeding work shall be installed between April 1 and June 15 or August 15 through October 31. Seed mix should be installed using drill seeding (planting depth of 1/4" – 1/2") equipment at the rate specified for the seed mix listed on the plans.

It is understood that the estimated quantities of the various Unit Price Items listed in the Proposal are only approximate and are so listed only as a basis upon which to evaluate bids; and the undersigned further agrees that if the final quantities of the Unit Price Items tabulated below are greater or less than those indicated by the Contract Drawings, he will accept additions to or deductions from the total amount of bids as awarded, basing these additions or deductions upon the unit prices shown in the Schedule of Prices.

SCHEDULE OF PRICES – UNIT BREAKDOWN

BASE BID

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1.	Mobilization / Demobilization	1	LS		
2.	Removal of Silt Fence @ Forebay Area	200	LF		
3.	Removal of Stone @ Inlet Structures	1	LS		
4.	Erosion Control Blanket – RollMax S75	2660	SY		
5.	Import and Spread Topsoil 4"	296	CY		
6.	Topsoil Fill @ Storm Inlet Structures @ 6" Depth	10	CY		
7.	Fine Grading	2660	SY		
8.	Aronia melanocarpa	18	Each		
9.	Clethra alnifolia	33	Each		
10.	Cornus sericea	22	Each		
11.	Hamamelis virginiana	17	Each		
12.	Ilex verticillata	30	Each		
13.	Herbaceous Plug Species	180	Each		
14.	Herbicide Application	1	LS		
15.	ERNMX 122	15	LB		
16.	ERNMX 153	18	LB		
17.	Mulch @ 2" Depth	50	CY		

Base Bid Total (Items No. 1 through 17)

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 _____, 2015.

Notary Public

Seal

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
_____ in the full and just sum of
_____ (\$ _____) dollars lawful
money of the United States of America, to be paid to the above Municipality or its assigns, to which payment
well and truly to be made, we bind ourselves, our heirs, executors administrators, successors and assigns, jointly
and severally, firm by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above Municipality, bearing even
date herewith, for the undertaking of certain obligations as therein set forth,

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 Municipality or the Principal to the other, shall not in any way release the
Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns
from their liability hereunder, notice to the Surety of any such alteration or forbearance being hereby waived.

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



Attest/Witness

Contractor

Title

Title



Attest/Witness

Surety Company

Title

Title

**GENERAL SERVICE AGREEMENT
ORCHARD VIEW ESTATES BASIN LANDSCAPE AND PLANTINGS
(TO BE COMPLETED ONLY IN THE EVENT OF A BID AWARD)**

This agreement made this _____ day of _____, 2015, between Lower Saucon Township, a duly incorporated municipal corporation with its officers located at 3700 Old Philadelphia Pike, Bethlehem, Pennsylvania; (hereinafter referred to as "TOWNSHIP")

AND

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

WHEREAS, TOWNSHIP desires to obtain the planting and landscaping of Orchard View Estates of a kind and nature hereinafter described; and

WHEREAS, PROVIDER is an individual engaged in the business of offering landscaping services; and

WHEREAS, PROVIDER desires to render these services to 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

A. PROVIDER shall be responsible for the planting and landscaping of Orchard View Estates as described in the Exhibits.

B. PROVIDER shall install plantings as recommended by the Township Planner and in accordance to industry standard. PROVIDER obtains approval for the same from TOWNSHIP before commencement of work.

3. TERM

A. This Agreement shall become effective when executed by the Manager of the TOWNSHIP and shall be in effect for a period through **December 31, 2015**.

B. TOWNSHIP shall have the right to extend the term of this Agreement for one (1) year in the event the execution of the agreement is delayed and it would be in the best interest of the

Township to delay the planting time.

- C. No extension of the term of this Agreement will change the remaining terms or conditions of the Agreement.
- D. No extension of the term of this Agreement shall be in effect unless consent to by PROVIDER, in writing.
- E. The TOWNSHIP retains the option to extend this Agreement to include subsequent and additional landscaping and lawn services of projects beyond those specified herein, upon mutual agreement and written modification to this Agreement.

4. COMPENSATION

- A. PROVIDER shall receive the sum of _____ (\$_____) for the planting and landscaping services.
- B. PROVIDER shall submit invoices for the status reports on the services performed and expenses incurred to TOWNSHIP on or before the 30th day of each month for work performed in the preceding calendar month. In the event TOWNSHIP disputes an invoice item(s), TOWNSHIP shall notify PROVIDER within fifteen (15) days after receipt of the invoice. All undisputed invoice amounts shall be paid by TOWNSHIP to PROVIDER within forty-five (45) days after the TOWNSHIP receives invoice. All invoices should be directed to _____.

5. RIGHT TO TERMINATE

- A. TOWNSHIP shall have the right to terminate the Agreement at any time with or without cause by giving thirty (30) days written notice to the other party at the address specified in the Notices, paragraph of the Agreement. TOWNSHIP shall be liable only for payment due PROVIDER up to and including date of termination, and shall not be liable for any termination charges or financial penalties. PROVIDER shall not begin any additional work upon receipt of notification of intent to terminate by the TOWNSHIP.
- B. PROVIDER shall be responsible for all commitments as set forth in this Agreement up to and including the date of termination, and upon termination of this Agreement, PROVIDER shall forthwith deliver to TOWNSHIP all documents and any other material in any way relating to the services provided to TOWNSHIP by PROVIDER which may be in its possession.

6. INDEPENDENT CONTRACTOR

- A. PROVIDER 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 without prior written approval of TOWNSHIP. No relationship of employer/employee is intended not created by this Agreement, it being understood the

PROVIDER shall render services to TOWNSHIP on an independent contractor basis. PROVIDER 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. PROVIDER expressly agrees and acknowledges that TOWNSHIP will deduct no employment taxes from any compensation paid to PROVIDER, and that PROVIDER 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 PROVIDER for the payment of all income tax deductions, including self-employment tax, and any other taxes or payroll deductions required by law for the PROVIDER, of the PROVIDER'S employees, if any, who are performing services under this Agreement.
- C. PROVIDER further agrees and acknowledges that PROVIDER 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 PROVIDER will not make any representation that it is capable of binding the TOWNSHIP.

7. COVENANTS, REPRESENTATIONS, AND WARRANTIES.

- A. PROVIDER covenants, represents and warrants:
 - 1. That PROVIDER is an Independent Contractor;
 - 2. That all services contained in the Agreement shall be performed by PROVIDER and shall not be subcontracted and assigned to any entity or individual without the prior written approval of TOWNSHIP.
 - 3. The PROVIDER is entering into the Agreement in the ordinary course of its business activities;
 - 4. That PROVIDER 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 PROVIDER under the Agreement will be the care and skill ordinarily used by member of PROVIDER'S profession.

8. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

- A. The PROVIDER 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 PROVIDER;
 2. Professional error or omission, fault or negligence by the PROVIDER 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 PROVIDER in the performance of this contract.
- B. The PROVIDER shall maintain insurance coverage.
- 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 PROVIDER for the entire period of the contract at PROVIDER'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:

PROVIDER

TOWNSHIP

10. PROFESSIONALISM

It is contemplated, expected and understood by the parties that PROVIDER 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

PROVIDER 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 PROVIDER 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 political 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 to be charged and only to the extend therein set forth.

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 “A1” and “A2”

Orchard View Estates Photos




Legend

Township Streets 4/07

ROAD_TYPE

- ALLEY
- INTERSTATE HWY
- LOCAL
- PRIVATE
- RAMP
- STATE HWY
- Township Streams
- Parcels
- Municipal Boundary




LOWER SAUCON TOWNSHIP
NORTHAMPTON CO. PA
- Incorporated 1743 -

**Lower Saucon Township
Geographic Information System**


0 62.5 125 Feet
1 inch = 62.699458 feet

STATS

Location: 2152 LEITHSVILLE RD
Area (Acres): 3.000
Tax ID: R7 23 8 0719



N



Inset map showing the location of the property within the township. The map shows Leithsville, Jakes, Courtney, and Orchard Rd. The property is highlighted in red.

Exhibit A2



EXHIBIT “B1”

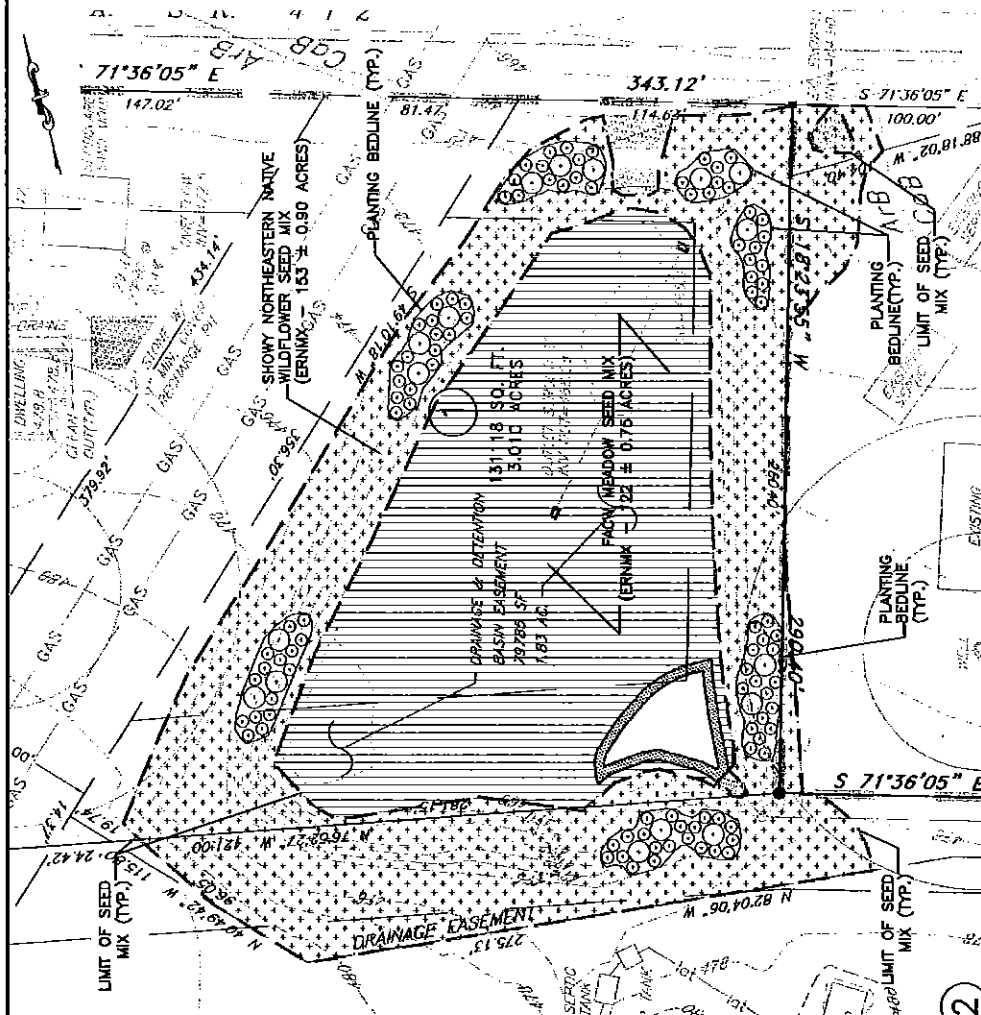
SCHEDULE OF DRAWINGS – SHEETS 1 – 3

**LOWER SAUCON TOWNSHIP
ORCHARD VIEW ESTATES BASIN LANDSCAPE AND PLANTINGS**

Consisting of the following plan sheets:

BASIN EXHIBIT PLAN – Prepared by Boucher & James, Inc. – Dated June 5, 2015

DRAWING NUMBER	TITLE
1 of 3	Basin Shrubs and Plugs Planting Plan
2 of 3	Basin Seeding Plan
3 of 3	Basin Erosion and Sediment/Topsoil Stabilization

[illegible][illegible][illegible]

PROJECT : ORCHARD VIEW ESTATES
LOWER SAUCON TOWNSHIP
NORTHAMPTON COUNTY, PA

AFFILIANT : LOWER SAUCON TOWNSHIP
3700 OLD PHILADELPHIA PIKE
BETHLEHEM, PA 18015


TITLE :		BASIN SEEDING PLAN	
PROJECT NAME :		ORCHARD VIEW ESTATES	
CORP. HEADQUARTERS: 1456 FERRY RD, BUILDING 500, DOYLESTOWN, PA. 18001 VOICE: (215) 345-9400 FAX: (215) 345-9401 www.bjenginc.com			
SHEET		2 OF 3	
DATE:		June 5, 2015	

Exhibit B1

EXHIBIT “B2”

TECHNICAL SPECIFICATIONS

SECTIONS

1000	GENERAL REQUIREMENTS
1100	PRE-POST CONSTRUCTION – INCLUDING MOBILIZATION / DEMOBILIZATION, AND MAINTENANCE AND PROTECTION OF TRAFFIC
2000	EROSION & SEDIMENT CONTROL
3000	DEMOLITION / REMOVALS
4000	TOPSOIL MIXTURE
8000	FINE GRADING
8100	IMPORTING TOPSOIL OR TOPSOIL MIXTURE
8200	SEEDING
8300	LANDSCAPING

SECTION 1000. GENERAL REQUIREMENTS

1. Scope of Work

The Contractor shall supply all labor, materials, equipment, tools, transportation, and services necessary for the proper execution of the work for which the contractor has submitted a bid. The following are the general items of work required:

- A. Project mobilization and demobilization of all necessary construction/project equipment and/or temporary structures.
- B. Erosion and sedimentation controls and basin repair work.
- C. Demolition and removals.
- D. Site grading.
- E. Topsoil, seeding, & mulching of disturbed areas, including areas of erosion along the basin as indicated.
- F. Landscape installation.

2. Materials and Workmanship

All materials and workmanship shall be in strict accordance with the requirements of the Pennsylvania Department of Transportation Publication 408, latest revision, except as herein revised, modified, or supplemented.

3. Standard Specifications

The term "Standard Specifications" refers to the Specifications of the Pennsylvania Department of Transportation, Publication 408, latest revision. The Standard Specifications are intended to be of general application and may therefore contain more or less subject matter or topics for any particular contract. The Technical Specifications are in addition to the requirements set forth in the Standard Specifications, and, where conflicts occur, the Technical Specifications shall govern.

4. Correlation and Intent of Documents

Contract documents are complementary and that which is called for by one shall be as binding as that which is called for by all. In case of conflict between plans and specifications, the plans shall govern. Intention of documents is to include all labor and materials, equipment and transportation necessary for the proper execution of work. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

SECTION 1100. PRE-POST CONSTRUCTION - INCLUDING MOBILIZATION AND DEMOBILIZATION, AND MAINTENANCE AND PROTECTION OF TRAFFIC

1. Description

The intent of this item is to provide for the Contractor's contingent or incidental expense in setting up field offices, mobilization and demobilization of equipment, setting up plants, providing sanitary facilities, construction of temporary roads and storage sheds, providing any watchman service required, and providing other services called for in the Specifications or indicated on the Plans and for which no direct payment is allowed. The units stated hereinafter shall be included for payment under this item, but a unit not specifically included herein and required elsewhere in the Plans and Specifications shall not be cause for additional compensation.

2. Scope of Work

- A. Maintain job site in a safe, neat, and sanitary condition. Install safety fencing around unattended or unsafe excavations.
- B. All construction equipment shall be locked up and placed within a fenced enclosure or storage box/trailer when it is to be left unattended.

- C. It is the responsibility of the Contractor to replace and/or restore all materials stored on the site subject to demolition and/or theft, and he shall provide and pay for such watchmen service during the construction period as he may require.
- 3. Incidental Expenses
The Contractor may include the cost of the required bonds and insurance in this item. Separate payment for bonds and insurance will not be allowed.
- 4. Measurement and Payment
The price shall be full compensation for furnishing all materials; for all preparation and installation of these materials; and for all labor, equipment, tools and incidentals necessary to complete the item. Payment will be made under: Mobilization / Demobilization – Lump Sum

SECTION 2000. EROSION & SEDIMENTATION CONTROL

- 1. Description
This work shall consist of the installation and continued maintenance of all necessary materials, devices and labor to properly control erosion of all disturbed areas, and all other areas in preventing water borne sediments from entering the storm sewer system or Waters of the Commonwealth. Department of Environmental Protection – “Erosion and Sediment Pollution Control Program Manual”, is to be considered part of these specifications and will have precedence on matters of erosion and sediment control. The Owner/Engineer may dictate additions or modifications to stated erosion and sedimentation control procedures or methods.
- 2. Scope of Work:
 - A. Installation of erosion control blanket at areas shown on the Basin Erosion and Sediment/ Topsoil Stabilization Plan.
 - B. Installation of temporary seeding.
 - C. Maintenance of E&S Items.
- 3. Materials
PennDOT Publication 408 Specifications and Erosion and Sediment Pollution Control Program Manual. Please refer to the details provided on the Basin Erosion and Sediment / Topsoil Stabilization Plan for E&S materials and specifications. All E&S items are to be installed and maintained according to manufacturer specifications.
- 4. Construction Methods
 - A. Comply with all requirements of PennDOT Publication 408, Section 845.3.
 - B. Upon final site stabilization, the site must be permanently stabilized in accordance with the permanent stabilization seed mixture specifications as indicated in the Basin Erosion and Sediment / Topsoil Stabilization Plan.
 - C. The Contractor shall maintain the erosion control facilities in working condition throughout duration of construction.
- 5. Measurement and Payment
The price shall be full compensation for furnishing all materials; for all preparation and installation of these materials; and for all labor, equipment, tools and incidentals necessary to complete the item. Payments will be made under: Erosion Control Blanket – Square Yard

SECTION 3000. DEMOLITION / REMOVALS

- 1. Description
This work shall include:

- A. Removal of silt fencing within forebay area and stone around storm inlet structures on the site. Contractor shall be responsible for the removal and offsite disposal of all removed materials. Disposal must be performed using approved methods.
- B. Obtaining of waste areas for disposal of material, as specified in Section 105.14 of PennDOT Publication 408, latest version.

2. Construction

All building materials and wastes shall be removed from the site and recycled or disposed of in accordance with the department's solid waste management regulations at 25 PA. Code 260.1 et seq., 271.1, and 287.1 et seq.

No building materials or wastes or unused building materials shall be burned, buried, dumped or discharged at the site. The Contractor is responsible for transporting all waste materials to an approved disposal location.

All off-site waste and borrow areas must have an E&S plan approved by the local conservation district or the department fully implemented prior to being activated.

Burying of trees, stumps, or construction debris is strictly prohibited. Trees and stumps must be disposed of in accordance with all solid waste management regulations (25 PA Code 260a.)

The Contractor is responsible for ensuring that all construction and demolition activities related to this project are performed in accordance with all applicable OSHA Standards.

The Contractor shall provide all tools, equipment and labor necessary for the completion of this work. All work shall be performed in a safe and workmanlike manner.

3. Measurement and Payment

The price shall be full compensation for furnishing all materials; for all preparation and installation of these materials; and for all labor, equipment, tools and incidentals necessary to complete the item. Payments will be made under: Removal of Silt Fence – Linear Feet. Removal of Stone @ Storm Inlet Structures – Lump Sum

SECTION 4000. TOPSOIL MIXTURE

1. Description

This work is importing of topsoil or topsoil mixture and grading the project according to Basin Erosion and Sediment / Topsoil Stabilization Plan.

2. Material

- A. *Topsoil* – acceptable friable loam that is reasonably free of subsoil, clay lumps, brush, roots, weeds, other objectionable vegetation, stones, other foreign material larger than 2 inches in any dimension, litter, and/or other material unsuitable or harmful to plant growth.
- B. *Topsoil Mixture* – designated top 8” to 12” of soil collected and combined with organic plant matter such as vegetative slashing consisting of crushed or shredded branches, stems, bark, leaves, seeds, and roots.

3. Construction

Construction shall be in accordance with Section 801.3 of PennDOT 408 Specifications, latest edition. The Contractor shall provide all tools, equipment and labor necessary for the completion of this work. All work shall be performed in a safe and workmanlike manner.

All building materials and wastes shall be removed from the site and recycled or disposed of in accordance with the department's solid waste management regulations at 25 PA. Code 260.1 et seq., 271.1, and 287.1 et seq.

No building materials or wastes or unused building materials shall be burned, buried, dumped or discharged at the site. The Contractor is responsible for transporting all waste materials to an approved disposal location.

All off-site waste and borrow areas must have an E&S Plan approved by the local conservation district or the department fully implemented prior to being activated.

4. Measurement and Payment

The price shall be full compensation for furnishing all materials; for all preparation and installation of these materials; and for all labor, equipment, tools and incidentals necessary to complete the item. Payments will be made under: Import Topsoil – Cubic Yard

SECTION 8000. FINE GRADING

1. Description

Contractor shall fine grade the site in accordance with the Basin Erosion and Sediment / Topsoil Stabilization Plan.

2. Construction

Spread and establish topsoil as shown on the Basin Erosion and Sediment / Topsoil Stabilization Plan.

3. Measurement and Payment

The price shall be full compensation for furnishing all materials; for all preparation and installation of these materials; and for all labor, equipment, tools and incidentals necessary to complete the item. Payments will be made under: Fine Grading – Square Yard

SECTION 8100. IMPORTING TOPSOIL MIXTURE

1. Description

This work is the preparation of indicated areas and the placement of topsoil or topsoil mixture on those areas. Topsoil or topsoil mixture to be imported from an offsite facility.

2. Material

Section 801.2 of PennDOT 408 Specifications, latest edition.

3. Construction

Section 802.3 of PennDOT 408 Specifications, latest edition and as follows:

- A. Imported Topsoil – placement of imported topsoil using an acceptable method which does not mix the topsoil with foreign materials.
- B. Topsoil Mixture – scarify and loosen soil surfaces to a depth of 6 inches lateral to the slope face. Moisten loosened soil, if dry, to optimum moisture content as directed. Remove debris and any other foreign material 2 inches or larger in any dimension. Place imported topsoil mixture to a depth of 4 inches +/- 1 inch measured in place after compaction. Consolidate topsoil mixture and bond to soil surfaces using a sheepsfoot roller with a roller having a mass not over 120 lb/ft width of a roller or by other acceptable methods. Do not place topsoil mixture in a frozen or wet condition.
- C. Unused Material – return unused topsoil or topsoil mixture to stockpiles at a designated location indicated by the Township, and leave in a uniformly graded condition, or remove from the site.

- D. All off-site waste and borrow areas must have an E&S Plan approved by the local conservation district or the department fully implemented prior to being activated.
4. Measurement and Payment
The price shall be full compensation for furnishing all materials; for all preparation and installation of these materials; and for all labor, equipment, tools and incidentals necessary to complete the item. Payments will be made under: Import and Spread Topsoil – Cubic Yard

SECTION 8200. SEEDING

1. Description
This work shall consist of the seeding of all grass areas for permanent stabilization of the site and areas of naturalized seed mixes, including for basin side slopes, and basin bottom, within the project area as indicated on the Basin Seeding Plan.
2. Material
Material specifications are provided on the plans.
- A. Deliver and store seed mixture in dry, sealed containers. Seed in damaged packaging is not acceptable.
 - B. Deliver and store fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.
 - C. Herbicides shall conform to all Federal and State pesticide acts and regulations.
3. Construction
The Contractor shall provide all tools, equipment and labor necessary for the completion of this work. All work shall be performed in a safe and workmanlike manner.
- A. Install seed between April, 1 through June, 15 or September 15 through November 1, or as otherwise directed by engineer.
 - B. Conduct site preparation and herbicide application in accordance with the specifications on the Basin Seeding Plan. Do not apply herbicide when winds are in excess of 5 mph.
 - i. All applications of herbicide shall be performed by a professional licensed in the state of Pennsylvania by the Pennsylvania Department of Agriculture.
 - ii. Application of any herbicide solution shall be conducted in accordance with the manufacturer specified rate and frequency.
 - iii. Safety precautions recommended by the manufacturer of the herbicide shall be strictly adhered to before, during, and after application of herbicide.
 - iv. Storage and disposal of herbicide shall be in conformance with manufacturer specifications and in accordance with any local, state, and federal regulations.
 - v. Proper public notification shall be posted in accordance with all local, state, and federal regulations.
 - vi. Do not apply herbicide if rain or excessive winds are present.
 - C. Provide seed mixture in original containers showing percentage of seed mix, germination percentage, inert matter percentage, weed percentage, year of production, net weight, date of packaging, and location of packaging.
 - D. Provide seed tags to engineer.
 - E. If seed mix is to be installed beneath erosion control matting as indicated on the Basin Seeding Plan and Basin Erosion & Sedimentation / Topsoil Stabilization Plan, the permanent seed mix should be installed prior to the installation of the erosion control matting.
 - F. Incorporate cover crop to seed mix, as indicated on the Basin Seeding Plan.
 - G. Install seed mix as directed on the plans. Do not broadcast seed if winds exceed 5 mph.
 - H. Apply water on a regular basis to maintain a uniform soil moisture level. Do not over water or saturate soil.

- I. Apply a thin, weed free layer, of straw mulch over seeded areas at the specified rate.
- J. Reseed any bare spots exceeding a 1 foot by 1 foot area.
- K. Maintain areas of seed mixes as indicated on the plans until substantial completion.
- L. Acceptance of naturalized seed mix areas is based upon a minimum of 80% germination rate where exposed grade is not greater than a 3 foot by 3 foot area anywhere in the project area.

4. Measurement and Payment

The price shall be full compensation for furnishing all materials; for all preparation and installation of these materials; and for all labor, equipment, tools and incidentals necessary to complete the item. Payments will be made under: Herbicide Application – Lump Sum

ERNMX 122 – Pound

ERNMX 153 – Pound

Cover Crop – Pound

SECTION 8300. LANDSCAPING

1. General Summary

- A. Section includes preparation of topsoil bedding; shrubs, and herbaceous plugs; mulch; maintenance.

1.1 References

- A. ANSI A300 – Standard Practices for Shrub and other Woody Plant Maintenance, most current edition and parts.
- B. ANSI Z60.1 – American Standard for Nursery Stock, most current edition.
- C. HB2627, Act 187 of 1996, a/k/a The Underground Utility Line Protection Law.
- D. Pruning practices shall conform to recommendations “Structural Pruning: A Guide for the Green Industry” most current edition; published by Urban Tree Foundation, Visalia, California.
- E. Pennsylvania Department of Transportation Publication 408, Specifications, latest issue.

1.2 Definitions

- A. Weeds: Any plant life not specified or scheduled for a given area.
- B. Plants: Living shrubs and ground cover specified in this Section, and described in ANSI Z60.1.

1.3 Submittals

- A. Product Data: Submit list of plant material sources, data for fertilizer and other amendments.

1.4 Closeout Submittals

- A. Operation and Maintenance Data: Include pruning objective(s), type(s) and method(s); types, application frequency, and recommended coverage of fertilizer, other supplements, insecticides and herbicides.

1.5 Qualifications

- A. Nursery: Company specializing in growing and cultivating the plants with five years documented experience.
- B. Installer: Company specializing in installing and planting the plants with five years documented experience.
- C. Maintenance Services: Performed by installer.

1.6 Delivery, Storage, and Handling

- A. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of

- manufacturer.
- B. Protect and maintain plant life until planted.
- C. Deliver plant life materials immediately prior to placement. Keep plants moist. Plants shall not be stored on site for a period exceeding 3 days in duration. Plants stored onsite for a period exceeding 3 days will be rejected.
- D. Plant material which has been damaged by reason of delivery, storage or handling will be rejected.

1.7 Environmental Requirements

- A. Do not install plant life when ambient temperatures may drop below 40 degrees F or rise above 85 degrees F.
- B. Planting shall only be performed when weather and soil conditions are suitable for planting the materials specified in accordance with locally accepted practice. Install plants between April 1 and June 15 or August 15 through October 31st, unless otherwise approved by the Engineer. In the event that the Contractor requests planting outside the dates of the planting season, approval of the request does not change the requirements of the warranty.
- C. Do not install plant life when wind velocity exceeds 20 mph.

1.8 Coordination

- A. Coordinate with landscape grading and seeding operations to prepare areas to receive plantings without damaging areas to be seeded, and to protect these plants after installation.

1.9 Warranty

- A. Provide guarantee, against death, disease, and unsatisfactory growth, for shrubs and ground cover for eighteen months after project acceptance.
- B. Replace shrubs and ground cover plantings which are dead, or in otherwise unsatisfactory condition at the end of guarantee period. Install replacements during appropriate planting season following end of guarantee period.
- C. Replacement plants shall be subject to the same guarantee and replacement as the original material. The replacements shall be made within sixty (60) days following written demand from the owner or their representative.
- D. All plant material shall be warranted for eighteen (18) months from the date of acceptance by the owner or their representative. The plants are to be alive and in satisfactory growing condition as determined by the owner or their representative. Any plant material twenty five percent (25%) or more of which is dead shall be considered dead and replaced.
- E. All plantings shall meet all requirements as specified on the Basin Shrubs & Plugs Planting Plan.

1.10 Maintenance Service

- A. Provide all necessary maintenance services prior to project substantial completion, and during the guarantee period.

2. Products

2.1 Shrubs and Ground Cover

- A. Planting Stock:
 - 1. All plants shall meet the quality, nomenclature, and measurement requirements as indicated on the Basin Shrubs & Plugs Planting Plan sheet. All plants shall be true to type and name in accordance with the latest edition of "Standard Plant Names", official code of the American Joint Committee on Horticulture Nomenclature, and each bundle or each plant, when not tied in bundles, shall be labeled properly.
 - 2. All plants shall have a well-branched, vigorous and balanced root and top growth and, unless otherwise specified, shall be No. 1 Grade conforming to the latest

edition of “American Standard for Nursery Stock” of the American Association of Nurserymen (AAN). They shall be free from disease, injurious insects, mechanical wounds, broken branches, decay or any other defect. Trees shall have reasonably straight trunks with well balanced tops and a single leader. Deciduous plants, other than those specified as container grown, shall be dormant.

- B. Shrubs and Herbaceous Plants: Species and size identifiable in plant schedule, grown in climatic conditions similar to those in locality of the work.

2.2 Soil Materials

- A. Topsoil Mixture: As specified in Section 4000

2.3 Soil Amendments and Plant Treatment Materials

- A. A soil test by a reputable laboratory shall be administered to determine the nutrient requirements.
- B. If soil tests indicate soil amendment, apply soil conditioners/fertilizers to amend soil to conditions suitable for plant material.
- C. Bone Meal: Raw, finely ground, commercial grade, minimum of 4 percent nitrogen and 20 percent phosphorous.
- D. Lime: Pulverized agricultural limestone, dolomite type, minimum 90 percent carbonates; PennDOT Specifications Section 804.
- E. Water: Clean, fresh, and free of substances or matter which could inhibit vigorous growth of plants.
- F. Pesticide: As recommended by the American Association of Nurserymen for the plants being treated, and in accordance with all Federal and State regulations.

2.4 Mulch Materials

- A. Mulching Material: Composted, shredded hardwood bark, dark brown in color & no dyes.

2.5 Plant Soil Mix

- A. A uniform mixture of 100% native soil, free of stones lumps of clay and rocks greater in 2 inches in diameter, roots, and all extraneous material.

2.6 Source Quality Control and Tests

- A. Analyze soil tests to ascertain type and amount of soil amendments required for plantings. Provide recommendation to Engineer if necessary.

3. Execution

3.1 Examination

- A. Verify and mark the location of all electrical, communications, control, water, sanitary and storm sewer utilities. Protect all utilities from damage.
- B. Verify that prepared subsoil and planting areas are ready to receive work.

3.2 Preparation of Subsoil

- A. Remove foreign materials, weeds and undesirable plants and their roots. Remove contaminated subsoil.
- B. Dig planting pits as specified on the Basin Shrubs & Plugs Planting Plan.

3.3 Planting

- A. Place plants for best appearance.
- B. Set plants vertical.
- C. Remove non-biodegradable root containers.
- D. Set plants in pits or beds, partly filled with prepared native soil, as indicated on drawings.

Remove burlap, ropes, and wires, from the trunk and top one-third of root ball at minimum. Additional burlap and wire should be removed if possible.

- E. Install specified plantings as indicated on the Basin Shrubs & Plugs Planting Plan.
- F. After final watering, apply mulch at a minimum 3 inch depth. Excessive or 'volcano' mulching will not be accepted.

3.4 Plant Support

- A. Staking and bracing should not be installed unless directed otherwise by the owner or designated representative. The contractor shall notify the township engineer of any unsuitable planting conditions where staking may be required.

3.5 Field Quality Control

- A. Plants will be rejected if the ball of earth surrounding roots has been disturbed or damaged prior to or during planting.

3.6 Maintenance

- A. Actively maintain plant life until plants are well established and exhibit a vigorous growing condition. Continue routine maintenance until termination of guarantee period.
- B. Maintenance to include:
 - 1. Cultivation and weeding plant beds and tree pits.
 - 2. Applying herbicides for weed control. Remedy damage resulting from use of herbicides.
 - 3. Disease control.
 - 4. Remedy damage from use of insecticides.
 - 5. Irrigating sufficient to saturate root system.
 - 6. Pruning, including removal of dead or broken branches.
 - 7. Replacement of mulch.

3.7 Schedules

- A. Planting Schedule is provided on the Drawings.
- B. Planting locations are shown on the Drawings.

4. Measurement And Payment

The price shall be full compensation for furnishing all materials; for all preparation and installation of these materials; and for all labor, equipment, tools and incidentals necessary to complete the item. Payments will be made under:

Aronia melanocarpa – Each
Clethra alnifolia – Each
Cornus sericea – Each
Hamamelis virginiana – Each
Ilex verticillata – Each
Herbaceous Plug Species – Each
Mulch – Cubic Yard