

**Lower Saucon Township
Invitation To Bid**

**Steel City Park – Landscaping
Instructions to Bidders and Specifications**

1. Scope of Project

This project consists of the installation of landscaping at the Steel City Park.

- A. Property Location – 2122 Riverside Drive, Bethlehem, PA 18015 – See Exhibit A
- B. Google Map Location – See Exhibit B
- C. Scope of Work – See Exhibit C

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 **“Steel City Landscaping”**. 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 before submitting Bids so that they are entirely familiar with the conditions. Bidders are instructed **NOT** to rely solely on the map or photographs of the site as listed in the Bid Document. Bidders are required to attend a **Mandatory Pre-Bid Meeting at the site which will be held on October 3, 2016 at 11:00 a.m.; any questions regarding the bid can be made at that time.**
- E. Each Bid shall contain an itemized Bid Price for the materials and labor in accordance with Exhibit C.
- F. Identify the project, contractor, subcontractor, and/or supplier.
- G. **Bids are due and to be received at the Township by Friday, October 7, 2016 at 11:15 a.m. Failure to meet the 11:15 a.m. deadline will result in automatic disqualification.**

H. **Work must be completed by June 30, 2017.**

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 11:15 a.m. on October 7, 2016; 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:
 - i. The Contractor shall carry Workers Compensation Insurance for all their employees and those of their 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.
 - ii. The Contractor shall carry Manufacturer's and Contractor's Public Liability Insurance with limits specified herein to protect the Contractor and their 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 motor vehicles in the performance of this project.
 - iii. The Contractor shall carry, during the life of the Contract, Property Damage Insurance in an amount specified herein to protect the Contractor and their Subcontractor from claims for property damage which might arise from operations under the Contract.
 - iv. Public Liability and Property Damage Insurance - \$1,000,000.00 aggregate coverage with the Township listed as an additional insured.
 - v. Automobile Liability Insurance - \$1,000,000.00 aggregate coverage with the Township listed as an additional insured.
 - vi. 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 installation of landscape 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 installation of landscaping, 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 one thousand dollars (\$1,000.00) 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 – IF APPLICABLE - 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 sub-surface

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 their 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, if applicable to the project. 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 their 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 initiating, 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, their equipment, their 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 – The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus material and debris, and keep the project area 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 in

neat and clean condition. Trash burning on the site of work will not be permitted.

All the material shall be stored in such parts of the construction area, 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 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 their 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 their 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 their 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 which will be in addition to but run concurrently with the manufacturer’s warranty.

- 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 its 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, it will have the authority to direct the Contractor to perform such other parts or items of construction which, in its 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.

- 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 their 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 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 without 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 Form

Name of Bidding Firm *(Legal name as it will appear on the agreement)*

Mailing address	City	State	Zip Code
Telephone number ()	Fax number ()	Email address, if applicable	
Name of Contact Person	Federal Identification Number		

Amounts Bid

STEEL CITY PARK – LANDSCAPING

MATERIAL: _____

LABOR: _____

TOTAL BID: _____

Bidder Acknowledgment / Certification

The Bidder hereby certifies that the materials submitted in response to this Invitation to Bid and the price(s)/rate(s) offered on this Bid Submission Form are true and accurate to the best of the Bidder's knowledge.

The Bidder agrees that the price(s)/rate(s) offered herein shall remain in effect until the Township awards the agreement and throughout the duration of the agreement.

The Bidder further understands that the above quoted price(s)/rate(s) must include all of the bidders costs including operating expenses, labor, service call charges, diagnostic fees/estimates, transportation/travel costs, mileage or per diem expenses, equipment costs, supplies, annual inflation costs/rate adjustments, profit margin, etc. By submitting this Bid Submission Form the Bidder hereby claims its willingness to certify to and comply with all requirements and terms and conditions cited in this Invitation to Bid and any attachment thereto.

The Bidder understands that its bid response will become a public document and will be open to public inspection.

Bidder's signature:	Date signed
Printed/typed name	Title

EXHIBIT A



2122 Riverside Drive, Bethlehem, PA 18015

EXHIBIT B

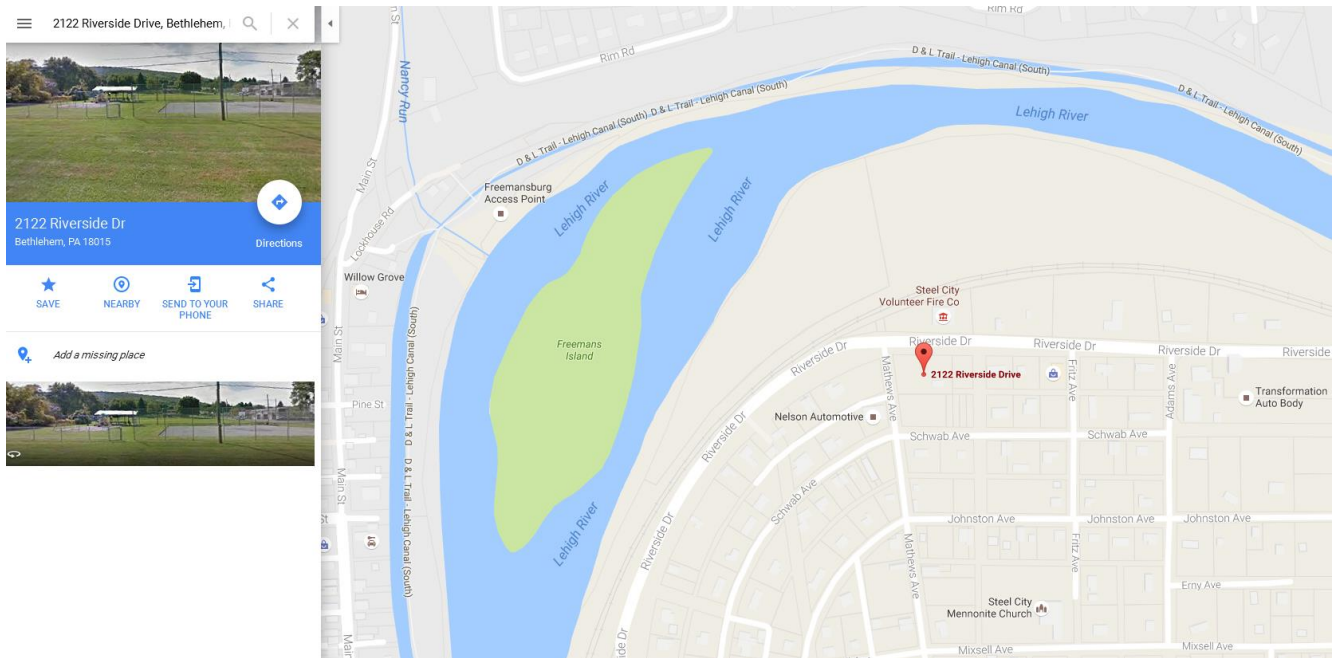


EXHIBIT C
Steel City Park – Landscaping

Scope of Work

This project consists of installation of landscaping as detailed in the design plans, which are attached. This 1.8 +/- acre park is located at 2122 Riverside Drive, Bethlehem PA 18015, intersecting with Matthews Avenue. Bids should include pricing for material and labor. Contractor is responsible for providing all equipment and materials required for the installation.

Storage of Products and Materials

1. Store materials not in actual use in an appropriately secured manner, with consideration given to bystanders and pedestrians who may be near the worksite.
2. All material stored on site must be protected from weather elements.
3. Take precautions to ensure that workers and work areas are adequately protected from any hazards resulting from the use of equipment or materials used to install landscaping.
4. All flammable materials shall be stored in approved containers.

Surface Preparation

Inspection of site will be done by the Director of Public Works or his designee prior to the installation of any new items.

Installation of Landscaping

1. Canopy Trees
 - a. 5 – Red Maple 2 ½ cal.
 - b. 3 – Black Gum 2 ½ cal.
 - c. 3 – American Linden 2 ½ cal.
2. Understory Trees
 - a. 4 – Eastern Redbud 1 ¼" cal.
 - b. 6 – White Fringetree 1 ¼" cal.
 - c. 4 – American Smoketree 1 ¼" cal.
 - d. 11 – Sourwood 1 ¼" cal.
3. Evergreen Trees
 - a. 20 – Hillspire Junipers 8-10' ht.
4. Deciduous Shrubs
 - a. 20 – New Jersey Tea 30" min.
 - b. 21 – Dwarf Fothergilla 30" min
 - c. 15 – Northern Bayberry 30" min.
5. Evergreen Shrubs
 - a. 15 – Good Vibrations Juniper 12" ht. X 24" spd. min.
6. Grasses
 - a. 9 – Little Bluestem #1 cont.
 - b. 15 – Prarie Dropseed #1 cont.

7. Perennials
 - a. 311 – Rock Anise Hyssop Trays of 32
 - b. 106 – Sky Blue Aster Trays of 32
 - c. 206 – Lanceleaf Coreopsis Trays of 32
 - d. 212 – Yellow Coneflower Trays of 32
 - e. 212 – Eastern Purple Coneflower Tray of 32
 - f. 259 – American Alum Root Tray of 32
 - g. 148 – Maple Leaved Alum Root Tray 32
 - h. 198 – Orange Cornflower Tray 32
 - i. 138 – Black Eyed Susan Tray 32
8. Modified Rain Garden Seed Mix
9. Infield Soil Mix
10. Sod (infield)
11. Installation of Warning Track Soil Mix

Scheduling of work is to be coordinated with the Director of Public Works and shall not interfere with the operations of the Public Works Department. Plantings shall be installed in accordance to detailed design plans of Boucher & James, Inc.

Clean-up

1. During progress of work, remove from site discarded materials, rubbish, cans and rags at the end of each day.

ACCEPTANCE OF BID AND CONTRACT AGREEMENT

Lower Saucon Township hereby accepts the above-referenced Bid and by signing this acceptance 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 _____, 2016.

Leslie Huhn
Township Manager

Lower Saucon Township
Non – Collusion Affidavit

_____ (name of person completing form), being first duly sworn, deposes and says that he/she is _____ (Sole Proprietor, 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 _____, 2016.

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 Lower Saucon Township in the full and just sum of _____ (\$ _____) dollars lawful money of the United States of America, to be paid to Lower Saucon 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 bounden Principal has entered into a contract with Lower Saucon Township, 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 Lower Saucon 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

Attest/Witness

Surety Company

**GENERAL SERVICE AGREEMENT
LOWER SAUCON TOWNSHIP STEEL CITY PARK - LANDSCAPING**

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

This agreement made this _____ day of _____, 2016, 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 services to install landscaping hereinafter described; and

WHEREAS, PROVIDER is an individual engaged in the business of offering landscape installation; 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 installation of landscaping at Steel City Park as described in the Exhibits.
- B. PROVIDER shall install landscaping as listed in the detailed design plans by Boucher & James, Inc., as recommended by the Township Personnel, 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 **May 31, 2017**.
- 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 installation.
- 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 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 installation of landscape.
- B. PROVIDER shall submit invoices for the status reports on the services performed and expenses incurred to TOWNSHIP upon completion of work. 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 the Finance Department.

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 nor 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

3700 Old Philadelphia Pike
Bethlehem, PA 18015
Fax: 610-867-3580

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:

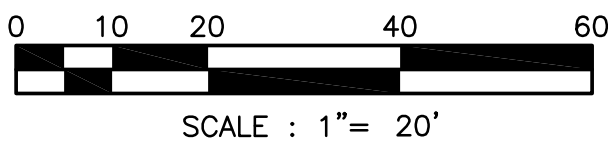
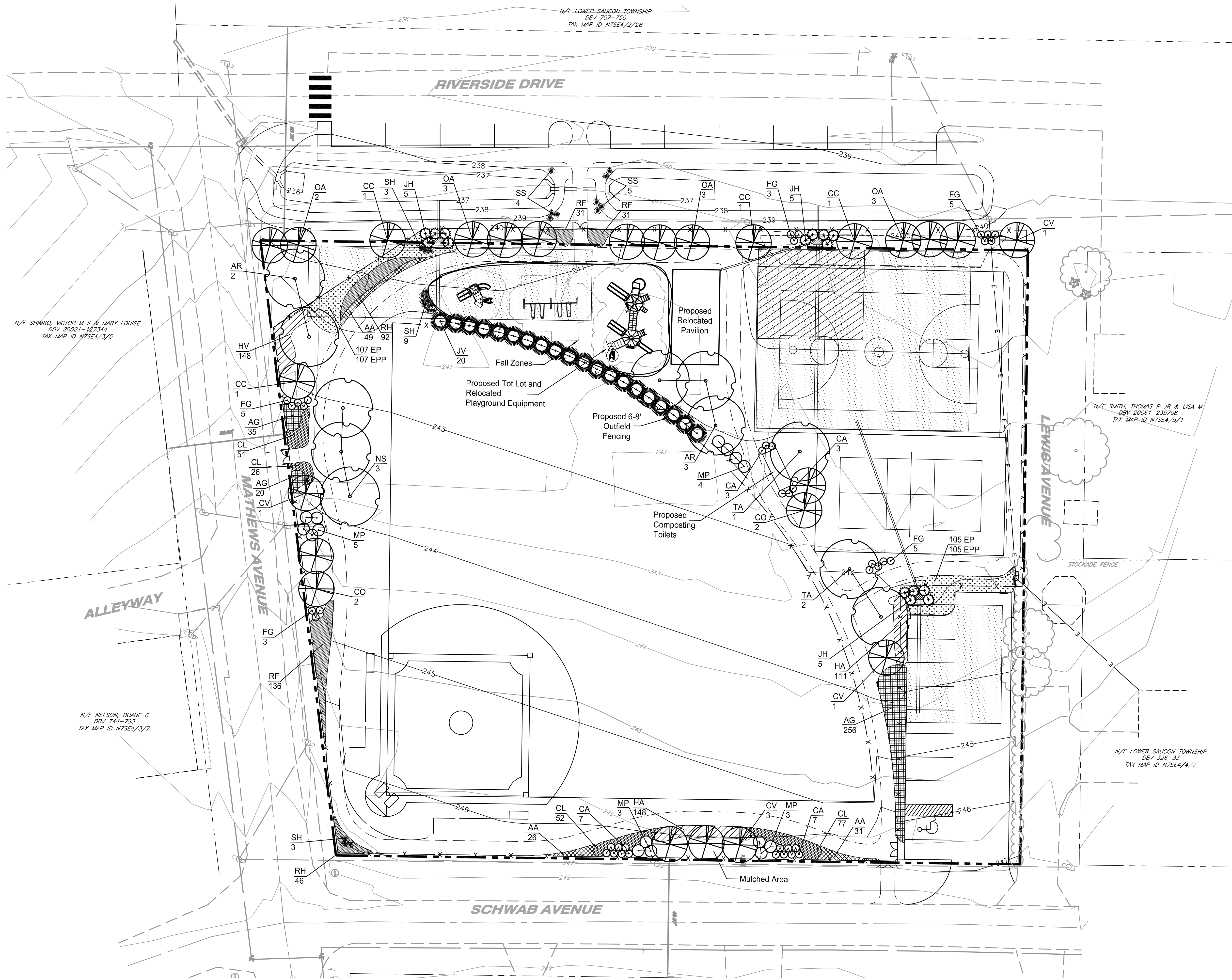
Provider

Print Name

ATTEST:

Township

Print Name



P:\2008\0895013\dwg\Final\Design\LAND.dwg || Tabname: LND || Sep 19, 2016 - 2:28pm || vjaggett

Written dimensions shall have priority over scaled dimensions. All dimensions, elevations, locations, and conditions shall be verified by the Contractor prior to construction, and the Owner and Boucher & James, Inc. shall be notified of any discrepancies with the information shown on drawings.
Only those plans incorporating the raised or red ink professional seal shall be considered official and relied upon. All ideas, designs and arrangements presented hereon were developed for use on, and in connection with, the specified project being prepared for the Owner. These plans may not be reproduced or altered without the expressed written permission of Boucher & James, Inc.
Information shown on this plan represents professional services expressing ideas and designs developed, owned and copyrighted by Boucher & James, Inc. Reproduction of this plan without written approval of Boucher & James, Inc. is not permitted. Unauthorized reproduction of a copy of this plan for any purpose will be considered a violation of the copyright laws and a theft of corporate assets. Unauthorized alterations of the plan will be considered a violation of the professional code of ethics. Any violation will be prosecuted to the fullest extent of current statutes.

REVISIONS :			
DATE	DESCRIPTION	DATE	DESCRIPTION

PROJECT :	Steel City Park Lower Saucon Township Northampton County
APPLICANT :	Lower Saucon Township 3700 Old Philadelphia Pike Bethlehem, PA 18015

JOB NO.:	0895013
TITLE :	LANDSCAPE PLAN
DRAWN BY:	VLL
CHECKED BY:	JSG
SCALE:	1" = 20'
PLAN STATUS:	Final

Boucher & James, Inc. CONSULTING ENGINEERS DOYLESTOWN • STROUDSBURG • LEHIGH VALLEY CORPORATE HEADQUARTERS: 1456 FERRY RD, BUILDING 500, DOYLESTOWN, PA. 18901 VOICE: (215) 345-9400 FAX: (215) 345-9401 www.bjengineers.com	
PROJECT NAME : Steel City Park	

SHEET	1 OF 2
DATE:	October 2, 2012

P:\2008\0895013\dwg\Final Dwg\LND.dwg 11/29/2016 2:29pm 11/29/2016

PLANTING STANDARDS

1. INDUSTRY STANDARDS
- 1.1. ALL PLANT NAMES AND DESCRIPTIONS SHALL BE AS DEFINED IN THE LATEST EDITION OF "HORTUS THIRD" BY THE STAFF OF THE L.H. BAILEY HORTORIUM, 1976.
- 1.2. ALL PLANT MATERIAL SHALL MEET SIZING, GRADING, QUALITY AND OTHER STANDARDS SPECIFIED BY THE LANDSCAPE ARCHITECT AND THE LANDSCAPE ASSOCIATION IN THE "AMERICAN STANDARD FOR NURSERY STOCK" ANSI Z60.1-2004 OR LATEST EDITION.
- 1.3. INSTALLATION AND PLANT CARE OPERATIONS FOR TREES, SHRUBS AND OTHER WOODY PLANTS SHALL CONFORM TO THE STANDARDS SPECIFIED BY THE TREE CARE INDUSTRY ASSOCIATION IN THE LATEST EDITION OF THE "AMERICAN NATIONAL STANDARD FOR TREE CARE OPERATIONS" ANSI A300, AND THE LATEST EDITIONS OF THE ASSOCIATED "BEST MANAGEMENT PRACTICES" GUIDES AS PUBLISHED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE.
- 1.4. WHERE THE PRUNING, REPAIRING, MAINTAINING, OR REMOVAL OF TREES, THE CUTTING OF BRUSH, OR PERFORMING OF PEST AND SOIL MANAGEMENT IS REQUIRED, OPERATIONS SHALL CONFORM TO THE STANDARDS SPECIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE IN THE "AMERICAN NATIONAL STANDARD FOR ARBORICULTURAL OPERATIONS - SAFETY REQUIREMENTS" ANSI Z133.1-2006 OR LATEST EDITION.
2. QUALITY
- 2.1. ALL PLANTS SHALL BE TYPICAL OF THEIR SPECIES OR VARIETY, SHALL BE OF SYMMETRICAL GROWTH AND SUITABLE FOR THE INTENDED USE, THEY SHALL HAVE NORMAL, WELL DEVELOPED BRANCHES AND VIGOROUS FIBROUS ROOT SYSTEMS AND SHALL BE FREE OF MECHANICAL DAMAGE AND INSECT AND DISEASE PROBLEMS.
- 2.2. ALL PLANTS MUST BE GROWN UNDER THE SAME CLIMATE AND SOIL CONDITIONS AS THE SUBJECT SITE FOR AT LEAST TWO (2) YEARS PRIOR TO DATE OF PLANTING. UNLESS APPROVED BY THE OWNER OR THEIR REPRESENTATIVE, PLANTS SHALL HAVE BEEN GROWN IN A LATITUDE NOT MORE THAN 3 DEGREES NORTH OR SOUTH OF THE PROJECT SITE. THE PROVENANCE OF THE PLANT CAN BE DOCUMENTED TO BE COMPATIBLE WITH THE LATITUDE AND COLD HARDINESS ZONE OF THE PLANTING LOCATION.
- 2.3. ALL PLANTS MUST BE HEALTHY, VIGOROUS, WELL ROOTED, AND ESTABLISHED IN THE CONTAINER IN WHICH IT IS GROWING. CONTAINER GROWN NURSERY STOCK SHALL HAVE A WELL-ESTABLISHED ROOT SYSTEM REACHING THE SIDES OF THE CONTAINER TO MAINTAIN A FIRM BALL WHEN THE CONTAINER IS REMOVED, BUT SHALL NOT HAVE EXCESSIVE ROOT GROWTH ENCIRCLING THE INSIDE OF THE CONTAINER.
- 2.4. B&B TREES SHALL HAVE A MINIMUM OF TWO (2) STRUCTURAL ROOTS WITHIN ONE (1) TO THREE (3) INCHES OF THE SOIL SURFACE OF THE ROOT BALL AS MEASURED FOUR (4) INCHES FROM THE TRUNK. WHERE EXCESS SOIL IS LOCATED OVERTOP OF THE STRUCTURAL ROOTS, THE EXCESS SOIL SHALL BE REMOVED SO THAT THE BOTTOM OF THE TRUNK FLARE IS VISIBLE WHERE THE REMOVAL OF EXCESS SOIL OVERTOP OF THE STRUCTURAL ROOTS RESULTS IN AN UNDERSIZED ROOT BALL ACCORDING TO THE STANDARDS OF THE "AMERICAN STANDARD FOR NURSERY STOCK", THE TREE SHALL BE REJECTED.
- 2.5. TREES MUST ARRIVE AT THE SITE IN EXCELLENT CONDITION. TREES WITH MULTIPLE LEADERS, UNLESS SPECIFIED, SHALL BE REJECTED. TREES WITH DAMAGED OR CROOKED LEADERS, BARK ABRASIONS, SUNSCALD, DISFIGURING KNOTS, INSECT DAMAGE, OR CUTS OF LEADERS AND BRANCHES THAT ARE NOT COMPLETELY CLOSED SHALL BE REJECTED. B&B TREES WITH BROKEN OR UNDERSIZED ROOT BALLS, TREES WITH EXCESSIVE CIRCLING ROOTS OR WITH GIRDLING ROOTS, TREES WITH INJURY FROM ROUGH TREATMENT, AND TREES THAT HAVE BEEN DROUGHT STRESSED SHALL BE REJECTED.
- 2.6. ALL PLANTS WHICH ARE FOUND UNSUITABLE IN GROWTH OR CONDITION OR WHICH ARE NOT TRUE TO NAME SHALL BE REJECTED.
- 2.7. A WRITTEN REQUEST FOR INSPECTION OF PLANT MATERIAL AT THE PLACE OF GROWTH MAY BE SUBMITTED TO THE TOWNSHIP AT LEAST TEN (10) CALENDAR DAYS PRIOR TO DIGGING. THE REQUEST SHALL STATE THE PLACE OF GROWTH AND QUANTITY OF PLANTS TO BE INSPECTED. INSPECTION MAY BE REFUSED IF INSUFFICIENT QUANTITIES OF PLANTS ARE AVAILABLE FOR INSPECTION.
- 2.8. PLANTS MAY BE SUBJECT TO INSPECTION FOR CONFORMITY TO SPECIFICATIONS AND APPROVAL BY THE TOWNSHIP LANDSCAPE ARCHITECT UPON DELIVERY TO THE SITE. SUCH APPROVAL SHALL NOT CONFER FINAL APPROVAL AND DOES NOT SIGNIFY THAT THE PLANT MATERIAL IS ACCEPTABLE TO BEGIN THE GUARANTEE PERIOD.
3. MEASUREMENTS
- 3.1. CALIPER OF NURSERY STOCK TREES SHALL BE MEASURED AT A POINT SIX (6) INCHES ABOVE THE GROUND IF THE RESULTING MEASUREMENT IS NO MORE THAN FOUR (4) INCHES. IF THE RESULTING MEASUREMENT IS MORE THAN FOUR (4) INCHES, THE MEASUREMENT SHALL BE MADE AT A POINT TWELVE (12) INCHES ABOVE THE GROUND IN ACCORDANCE WITH THE "AMERICAN STANDARD FOR NURSERY STOCK".
- 3.2. EXISTING TREES SHALL BE MEASURED AT DBH OR AS SPECIFIED IN "SIMPLIFIED GUIDE TO MEASURING DBH" AS PROVIDED IN "GUIDELINES FOR DEVELOPING AND EVALUATING TREE ORDINANCES" PUBLISHED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE, OCTOBER 31, 2001 OR MOST RECENT EDITION.
- 3.3. PLANTS SHALL BE MEASURED AS THEY STAND IN THEIR NATURAL POSITION. HEIGHT MEASUREMENTS SHALL BE TAKEN FROM THE GROUND LEVEL FOR FIELD GROWN STOCK AND FROM THE SOIL LINE FOR CONTAINER GROWN STOCK, AT OR NEAR THE BOTTOM OF THE TRUNK FLARE. HEIGHT AND SPREAD DIMENSIONS SPECIFIED REFER TO THE MAIN BODY OF THE PLANT AND NOT FROM BRANCH TIP TO BRANCH TIP.
- 3.4. STOCK FURNISHED SHALL MEET ALL MINIMUM SIZE REQUIREMENTS INDICATED. STOCK SHALL BE A FAIR AVERAGE OF ANY SIZE RANGE INDICATED. PLANTS THAT MEET MEASUREMENTS BUT DO NOT POSSESS A STANDARD RELATIONSHIP BETWEEN HEIGHT AND SPREAD, IN ACCORDANCE WITH THE "AMERICAN STANDARD FOR NURSERY STOCK", SHALL BE REJECTED. WHERE GRADING OR MEASUREMENT STANDARDS IN THE "AMERICAN STANDARD FOR NURSERY STOCK" CONFLICT WITH THOSE IN THIS PLAN, THE MORE RIGOROUS MEASUREMENT SHALL APPLY.
- 3.5. THE USE OF DIAMETER TAPE FOR THE MEASUREMENT OF CALIPER SIZES IS PREFERRED. CALIPER MEASUREMENTS TAKEN WITH MANUAL OR ELECTRONIC "SLIP OR PINCHER" TYPE CALIPER TOOLS SHALL BE THE AVERAGE OF THE SMALLEST AND LARGEST MEASUREMENTS.
4. SUBSTITUTIONS
- 4.1. ANY PROPOSED PLANT SUBSTITUTIONS SHALL BE SUBMITTED TO THE TOWNSHIP FOR APPROVAL PRIOR TO INSTALLATION OF THE PLANT MATERIAL. IF A SUBSTITUTION IS MADE WITHOUT RECEIVING PRIOR APPROVAL FROM THE TOWNSHIP, THE SUBSTITUTED PLANTS SHALL NOT BE ACCEPTED AND SHALL BE REQUIRED TO BE REPLACED IN ACCORDANCE WITH THE APPROVED PLAN SET.
- 4.2. WHEN CHANGES FROM THE LANDSCAPE PLANS AND SPECIFICATIONS BECOME NECESSARY (OTHER THAN FOR MINOR PLANT RELOCATIONS DUE TO UTILITY OR OTHER STRUCTURE CONFLICTS) DURING THE LANDSCAPE INSTALLATION, WRITTEN ACCEPTANCE BY THE TOWNSHIP, UPON ADVICE OF THE TOWNSHIP LANDSCAPE ARCHITECT, SHALL BE SECURED BEFORE THE EXECUTION OF SUCH CHANGES. CHANGES MADE WITHOUT RECEIVING PRIOR WRITTEN ACCEPTANCE FROM THE TOWNSHIP SHALL NOT BE ACCEPTED AND SHALL BE REQUIRED TO BE REPLACED IN ACCORDANCE WITH THE APPROVED PLAN SET.
5. GUARANTEE
- 5.1. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR EIGHTEEN (18) MONTHS FROM THE DATE OF ACCEPTANCE BY THE TOWNSHIP LANDSCAPE ARCHITECT. THE PLANTS ARE TO BE ALIVE AND IN SATISFACTORY GROWING CONDITION AS DETERMINED BY THE TOWNSHIP.
- 5.2. ANY PLANT MATERIAL TWENTY-FIVE PERCENT (25%) OR MORE OF WHICH IS DEAD SHALL BE CONSIDERED DEAD. AN EXCURRENT FORM TREE SHALL BE CONSIDERED TO BE DEAD WHEN THE LEADER HAS DIED OR WHEN TWENTY-FIVE PERCENT (25%) OF THE CROWN IS DEAD. DECURRENT FORM TREE SHALL BE CONSIDERED TO BE DEAD WHEN 25% OF THE CROWN IS DEAD. ALL DEAD PLANT MATERIAL SHALL BE REMOVED AND REPLACED IN ACCORDANCE WITH THESE PLANS DURING THE NORMAL PLANTING PERIOD.
- 5.3. PLANT MATERIAL WHICH IS IN POOR HEALTH OR IS IN AN UNACCEPTABLE CONDITION SHALL BE REQUIRED TO BE REPLACED IN ACCORDANCE WITH THE PLAN SET UNLESS IT CAN BE DEMONSTRATED THAT THE UNACCEPTABLE CONDITION WAS CAUSED BY ONE OF THE FOLLOWING:
- 5.3.1. WANDALISM
- 5.3.2. DAMAGE BY THE TOWNSHIP OR PADOT CREW OR CONTRACTORS.
- 5.3.3. DAMAGE BY DEER WHERE IT CAN BE DEMONSTRATED THAT PROTECTION MEASURES WERE PROPERLY INSTALLED AND MAINTAINED. IT IS RECOMMENDED THAT DOCUMENTATION OF THE INSTALLATION, APPLICATION AND MAINTENANCE OF THESE MEASURES BE KEPT.
- 5.4. REPLACEMENT SHALL BE MADE ACCORDING TO THESE SAME SPECIFICATIONS AND DURING THE NORMAL PLANTING PERIOD.
- 5.5. THE CONTRACTOR SHALL CONTACT THE TOWNSHIP IN WRITING TO REQUEST A FINAL INSPECTION FOR ACCEPTANCE AT THE END OF THE GUARANTEE PERIOD. THESE INSPECTIONS WILL BE PERFORMED WHEN PLANT MATERIALS ARE IN FULL LEAF ONLY (MAY THROUGH NOVEMBER 15). THE GUARANTEE WILL BE EXTENDED UNTIL 15 DAYS AFTER RECEIPT OF THE REQUEST LETTER FOLLOWING MAY 1. SHOULD THE END OF THE GUARANTEE PERIOD OCCUR AFTER NOVEMBER 15, THE GUARANTEE PERIOD SHALL BE EXTENDED TO MAY 15.

PLANTING AND MAINTENANCE SPECIFICATIONS

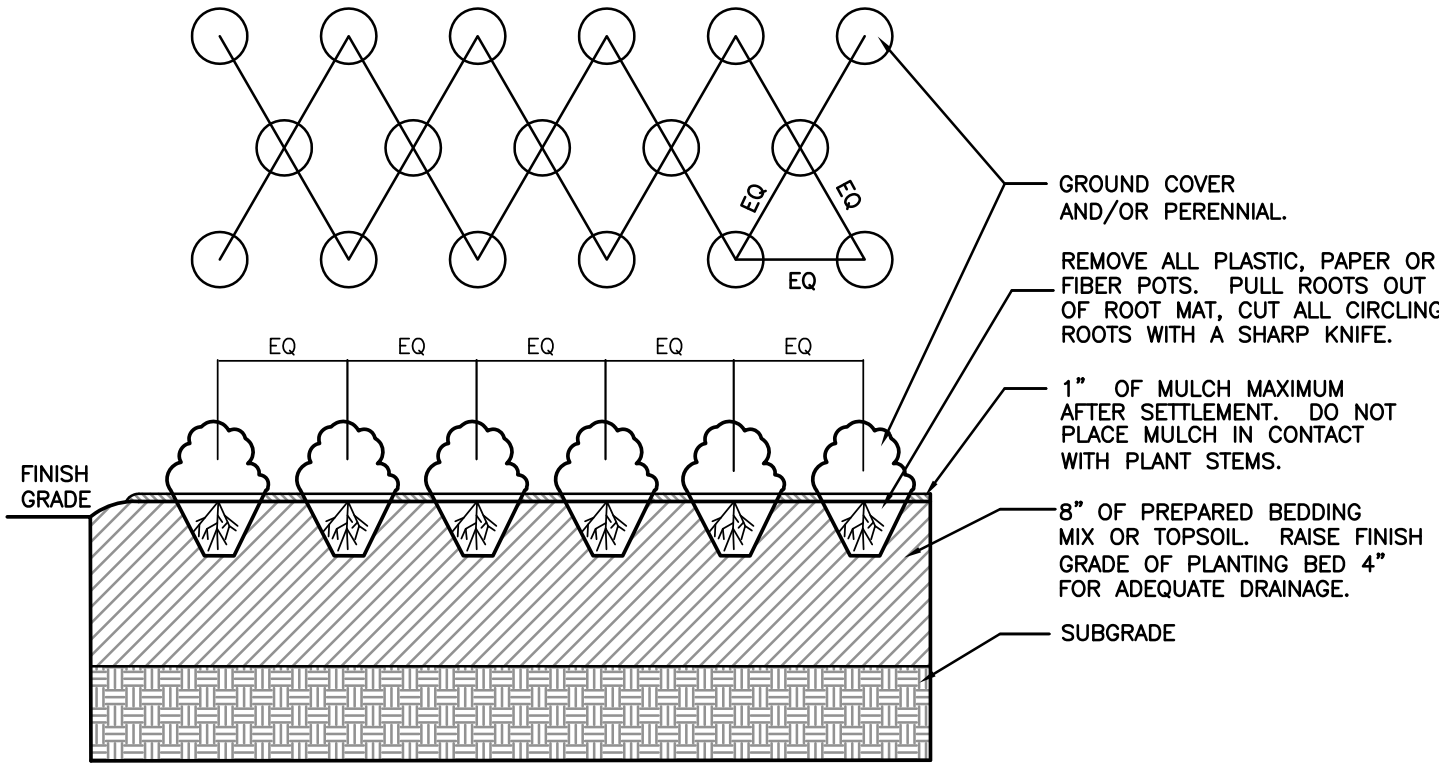
1. PREPARATION OF PLANTS
- 1.1. ALL PRECAUTIONS CUSTOMARY IN GOOD TRADE PRACTICE SHALL BE TAKEN IN PREPARING PLANTS FOR MOVING.
- 1.2. B&B TREES SHALL BE PROPERLY DUG WITH FIRM, NATURAL BALLS OF SOIL RETAINING AS MANY FIBROUS ROOTS AS POSSIBLE AND SHALL BE DUE TO MEET OR EXCEED THE "AMERICAN STANDARD FOR NURSERY STOCK." BALLS SHALL BE FIRMLY WRAPPED WITH NATURAL BURLAP AND SECURED WITH HEAVY NONSYNTHETIC ROTTABLE TWINE. THE TRUNK FLARE SHALL BE APPARENT AT THE CENTER OF THE BALL.
- 1.3. ANTI-DESICCANTS, IF SPECIFIED, ARE TO BE APPLIED TO PLANTS IN FULL LEAF AND IMMEDIATELY BEFORE DIGGING. ANTI-DESICCANTS ARE TO BE SPRAYED ON BOTH LEAVES AND BRANCHES ARE COVERED WITH A CONTINUOUS PROTECTIVE FILM.
- 1.4. ALL FLAGGING MATERIALS USED TO MARK TREES OR OTHER PLANTS SHALL BE COMPLETELY BIODEGRADABLE. ALL TWINE, PLASTIC OR OTHER MATERIALS ATTACHED TO PLANTS SHALL BE REMOVED UPON PLANTING. ANY PLANT MATERIAL THAT BECOMES GIRDLED DUE TO TWINE OR OTHER EXTRANEOUS FLAGGING OR SUPPORT MATERIALS SHALL BE REMOVED AND REPLACED WITH ACCEPTABLE PLANTS IN ACCORDANCE WITH THESE PLANS.
2. SOIL EXCAVATIONS
- 2.1. PLANT MATERIAL SHALL NOT BE INSTALLED UNTIL FINISHED GRADING HAS BEEN COMPLETED.
- 2.2. THE FINAL DEPTH OF THE PLANTING HOLE SHALL BE DETERMINED BY THE DEPTH AND FIRMNESS OF THE ROOT BALL AND OTHER CHARACTERISTICS OF THE SITE AND THE PLANTING HOLE SHALL NOT EXCEED THE DEPTH OF THE ROOT BALL.
- 2.3. THE DEPTH OF THE ROOT BALL SHALL BE MEASURED FROM THE BOTTOM OF THE TRUNK FLARE TO THE BOTTOM OF THE ROOT BALL.
- 2.4. THE SOIL DIRECTLY BENEATH THE ROOT BALL SHALL BE UNDISTURBED OR PREPARED IN SUCH A WAY AS TO PREVENT SETTLING.
- 2.5. THE TOP DIAMETER OF THE PLANTING HOLE SHALL BE A MINIMUM OF ONE AND ONE HALF (1.5) TIMES THE DIAMETER OF THE ROOT BALL. WHERE SOILS ON THE SITE ARE HIGHLY COMPACTED, THE DIAMETER OF THE TOP OF THE PLANTING HOLE SHALL BE A MINIMUM OF TWO (2) TIMES THE DIAMETER OF THE ROOT BALL.
- 2.6. THE SIDES OF THE PLANTING HOLE SHALL BE SLOPED AT A 45 DEGREE ANGLE AND SCARIFIED.
- 2.7. ON STEEP SLOPES, THE DEPTH OF THE EXCAVATION SHALL BE MEASURED AT THE CENTER OF THE PLANT HOLE.
3. PLANTING
- 3.1. TREES AND SHRUBS SHALL BE ORIENTED TO THE SAME GENERAL COMPASS DIRECTION AS THEY WERE IN THE NURSERY. THE NORTH SIDE OF TREES SHALL BE MARKED IN THE NURSERY AND THE TREE SHALL BE ROTATED TO FACE NORTH AT THE SITE WHENEVER POSSIBLE.
- 3.2. PLANTS SHALL BE LIFTED ONLY FROM THE BOTTOM OF THE ROOT BALLS OR WITH BELTS OR LIFTING HARNESSES OF SUFFICIENT WIDTH NOT TO DAMAGE THE ROOT BALLS. TREES SHALL NOT BE LIFTED BY THEIR TRUNKS AND TRUNKS SHALL NOT BE USED AS A LEVER IN POSITIONING OR MOVING THE TREES.
- 3.3. THE BOTTOM OF THE TRUNK FLARE SHALL BE AT OR SLIGHTLY ABOVE THE FINISHED GRADE. TREES AND SHRUBS PLANTED WITH THE TRUNK FLARE BELOW FINISHED GRADE SHALL BE REMOVED FROM THE PLANTING HOLE AND THE BOTTOM OF THE HOLE SHALL BE BACKFILLED WITH NATIVE SOIL MATERIAL SO THAT THE TREE SITS AT THE CORRECT HEIGHT. BACKFILLED MATERIAL SHALL BE PREPARED SO AS TO PREVENT SETTLING.
- 3.4. IN AREAS OF SLOWLY DRAINING SOILS, THE ROOT BALL MAY BE SET UP TO THREE (3) INCHES OR 1/2 THE DEPTH OF THE ROOT BALL ABOVE THE ADJACENT SOIL LEVEL.
- 3.5. REMOVE PLASTIC, PAPER, OR FIBER POTS FROM CONTAINERIZED PLANT MATERIAL. PULL ROOTS OUT OF THE ROOT MAT, AND CUT CIRCLING ROOTS WITH SHARP KNIFE. LOOSEN THE ROOTS FROM THE POTTING MEDIUM AND SHAKE AWAY THE MEDIUM. IMMEDIATELY AFTER REMOVING THE CONTAINER, INSTALL THE PLANT SO THAT THE ROOTS DO NOT DRY OUT.
- 3.6. ALL ROOT BALL SUPPORTING MATERIALS SHALL BE REMOVED FROM THE TOP ONE-THIRD OF THE ROOT BALL AND REMOVED FROM THE TREE PIT PRIOR TO BACKFILLING. NATURAL BURLAP AND BIODEGRADABLE MATERIALS SHALL BE PERMITTED TO REMAIN ON THE BOTTOM TWO-THIRDS OF THE ROOT BALL AS SUPPORTING MATERIAL. SYNTHETIC (PLASTIC) BURLAP AND TWINE SHALL NOT BE ACCEPTABLE. WIRE BASKETS SHALL BE CUT OFF EIGHT (8) TO TEN (10) INCHES BELOW THE SHOULDER OF THE ROOT BALL PRIOR TO BACKFILLING.
- 3.7. BACKFILL SHALL CONSIST OF NATIVE SOIL MATERIAL OR APPROVED SOIL MIX SIMILAR TO THE SOIL AT THE PLANTING SITE. BACKFILL SHALL BE FREE OF STONES, LUMPS OF CLAY GREATER THAN TWO (2) INCHES IN DIAMETER, ROOTS AND ANY OTHER EXTRANEOUS MATERIAL. PEAT MOSS SHALL NOT BE USED IN ORDER TO PREVENT THE CREATION OF A HYDROPHOBIC CONDITION. THE TOP OF THE ROOT BALL SHALL NOT BE COVERED WITH SOIL. INFORMATION REGARDING ANY PROPOSED SOIL AMENDMENTS SHALL BE SUBMITTED TO THE TOWNSHIP FOR APPROVAL PRIOR TO INSTALLATION.
- 3.8. TAMP SOIL AROUND ROOT BALL BASE FIRMLY WITH FOOT PRESSURE SO THAT THE ROOT BALL DOES NOT SHIFT. BACKFILL SHALL BE INSTALLED, SETTLED AND WATERED IN LAYERED SECTIONS TO LIMIT FUTURE SETTLING AND TO PREVENT AIR POCKETS.
- 3.9. BACKFILL SHALL NOT BE COMPACTED TO A DENSITY THAT INHIBITS ROOT GROWTH.
- 3.10. ALL PLANTS SHALL BE WATERED THOROUGHLY AT THE TIME OF PLANTING.
- 3.11. ANY CIRCLING ROOTS SHALL BE LOOSENEED AND SPREAD OUT OR CUT IF NECESSARY.
4. PRUNING
- 4.1. PRUNING OF TREES SHALL CONFORM TO THE STANDARDS SPECIFIED BY THE TREE CARE INDUSTRY ASSOCIATION IN THE LATEST EDITION OF "AMERICAN NATIONAL STANDARD FOR TREE CARE OPERATIONS" ANSI A300 (PART 1) - 2008 PRUNING OR LATEST EDITION.
- 4.2. PRUNING OF TREES SHALL NOT BE USED TO COVER WOUNDS OR PRUNING CUTS, EXCEPT WHEN NECESSARY FOR DISEASE, INSECT, MISTLETOE, OR SPOUT CONTROL.
- 4.3. NOT MORE THAN 25% OF THE FOLIAGE OF A TREE SHALL BE REMOVED WITHIN AN ANNUAL GROWING SEASON. THE PERCENTAGE AND DISTRIBUTION OF FOLIAGE TO BE REMOVED SHALL BE ADJUSTED ACCORDING TO THE PLANT'S SPECIES, AGE, HEALTH, AND SITE CONDITIONS.
- 4.4. TOPPING AND LION'S TAILING SHALL BE CONSIDERED UNACCEPTABLE PRUNING PRACTICES. TREES WHICH HAVE BEEN PRUNED ACCORDING TO THESE METHODS SHALL BE REMOVED AND REPLACED IN ACCORDANCE WITH LANDSCAPE PLAN.
- 4.5. PRUNING OF TREES AT THE TIME OF PLANTING SHALL BE LIMITED TO THE REMOVAL OF DEAD, DAMAGED, OR CONFLICTING BRANCHES, SUCKER GROWTH OR WATER SPROUTS, OR TO MEET LIMB HEIGHT REQUIREMENTS.
5. MULCHING
- 5.1. ALL PLANTS, WITH THE EXCEPTION OF SEEDED AREAS AND HERBACEOUS PLANT DRIFTS WITHIN STORMWATER MANAGEMENT AREAS, SHALL BE MULCHED WITHIN THREE (3) DAYS OF PLANTING WITH SHREPPED HARDWOOD MULCH.
- 5.2. MULCH SHALL BE APPLIED NEAR, BUT SHALL NOT TOUCH, THE TRUNK OF THE TREE OR SHRUB AND SHALL BE APPLIED TO A MINIMUM 3" DIAMETER AREA OR TO THE PERIMETER OF THE PLANTING HOLE, WHICHEVER IS GREATER. THE TRUNK FLARES OF TREES SHALL REMAIN VISIBLE AFTER THE APPLICATION OF MULCH. "VOLCANO MULCHING" OR THE USE OF AN EXCESSIVE AMOUNT OF MULCH IN A CONE AROUND THE TRUNK OF A TREE SHALL NOT BE PERMITTED.
- 5.3. ORGANIC SHREPPED HARDWOOD MULCH SHALL BE APPLIED TO ALL PLANTS AT A MINIMUM DEPTH OF TWO (2) INCHES UPON SETTLING BUT IN NO INSTANCE SHALL THE MULCH DEPTH EXCEED FOUR (4) INCHES. FOR GROUNDCOVER PLANTS, THE MAXIMUM DEPTH SHALL BE ONE (1) INCH UPON SETTLING. A TEMPORARY SAUCER AT THE EDGE OF THE PLANTING HOLE SHALL BE CREATED TO ASSIST WITH THE RETENTION OF MOISTURE.
4. MAINTENANCE
- 4.1. PLANT MATERIAL SHALL BE PROPERLY MAINTAINED BY THE CONTRACTOR AFTER PLANTING AND UNTIL THE END OF THE GUARANTEE PERIOD. THIS MAINTENANCE SHALL INCLUDE WATERING, REPLACEMENT OF DEAD PLANT MATERIAL, CONTROL OF INSECTS AND DISEASE, REPAIR OF MECHANICAL INJURY, REMOVAL OF DEAD BRANCHES, THE REMOVAL OF SUPPORT SYSTEMS AFTER THE FIRST GROWING SEASON, AND REMOVAL OF ANY TREE WRAP AND TREE GUARDS OR OTHER MATERIALS PRIOR TO THE END OF THE GUARANTEE PERIOD.
- 4.2. IRRIGATOR BAGS SHALL NOT BE PERMITTED TO REMAIN ON TREES WHEN DORMANT (NOVEMBER 15TH THROUGH MAY 15TH). TREES THAT ARE DAMAGED BY AGENTS OR INSECTS AS A RESULT OF IRRIGATOR BAGS BEING LEFT ON TREES THROUGH THE WINTER SHALL BE REQUIRED TO BE REPLACED IN ACCORDANCE WITH THE LANDSCAPE PLAN.
5. REMOVAL OF ALL PLANTING DEBRIS
- REMOVAL OF DEBRIS IS REQUIRED. THE PROPERTY MUST BE LEFT IN A NEAT AND ORDERLY CONDITION IN ACCORDANCE WITH GOOD AND ACCEPTED PLANTING PRACTICES.

SUPPORT SYSTEMS AND PLANT PROTECTION

1. TREE STABILIZATION
- 1.1. STAKING OR STABILIZATION OF TREES SHALL ONLY BE PERMITTED IN THE EVENT THAT THE SITE CONDITIONS OR CONDITIONS OF THE TREE ARE SUCH THAT THE TREE IS ANTICIPATED TO BE UNSTABLE. WHERE IT IS DETERMINED DURING THE COURSE OF THE LANDSCAPE INSTALLATION THAT TREE STABILIZATION MAY BE NEEDED, A REQUEST SHALL BE SUBMITTED IN WRITING TO THE TOWNSHIP STATING THE SPECIES AND LOCATION OF EACH TREE TO BE STABILIZED, THE REASON WHY STABILIZATION IS REQUESTED, AND THE STABILIZATION METHODS TO BE USED. APPROVAL MUST BE OBTAINED FROM THE TOWNSHIP FOR THE STABILIZATION OF ANY TREE WHERE NO PROPOSED STABILIZATION METHOD WAS PREVIOUSLY INDICATED ON THE LANDSCAPE PLAN. IN NO INSTANCE SHALL STABILIZATION METHODS BE USED TO COMPENSATE FOR IMPROPERLY DUG OR POOR QUALITY PLANT MATERIAL.
- 1.2. TREES SHALL BE STAKED THE SAME DAY AS PLANTING. TWO (2) HARDWOOD STAKES OF A MAXIMUM OF SIX (6) FEET IN HEIGHT AND NOT LESS THAN TWO (2) INCHES IN SMALLEST DIAMETER SHALL BE INSTALLED ON OPPOSITE SIDES OF THE TREE ON THE OUTSIDE OF THE ROOT BALL. STAKES SHALL BE DRIVEN INTO THE GROUND TO A MINIMUM DEPTH OF TWELVE (12) INCHES BELOW THE BOTTOM OF THE PLANTING HOLE EXCAVATION. THIS SHALL BE DONE BEFORE SETTING THE TREE OR, IF AFTER SETTING IN SUCH A MANNER AS NOT TO INJURE THE ROOTS. THE TOP OF THE STAKES SHALL STAND AT ABOUT WAIST HEIGHT TO ALLOW MOVEMENT OF THE TOP OF THE TREE.
- 1.3. THE TREE SHALL BE SECURED TO THE TWO STAKES WITH TWO SEPARATE WEBBED ARBOR TIES OR OTHER APPROVED FLEXIBLE TIES LOCATED NO HIGHER THAN ONE-THIRD (1/3) OF THE OVERALL HEIGHT OF THE TREE. THE MATERIAL SHALL BE WIDE, SMOOTH, NONABRASIVE, AND FLEXIBLE. TIES SHALL BE LOOPED AROUND THE TRUNK WITH LARGE ENOUGH LOOPS TO ALLOW FOR TRUNK GROWTH. THE LOOPS SHALL BE SECURED BY USE OF AN OVERHAND SLPKNOT PULLED AGAINST A SECOND OVERHAND KNOT TIED ON THE LINE, KEEPING THE LOOP DIAMETER AT LEAST SIX (6) TO EIGHT (8) INCHES LARGER THAN THE TRUNK DIAMETER. EACH TIE SHALL THEN BE SECURED TO THE STAKE SO AS TO BRACE THE TRUNK SNUGLY, BUT NOT SO TIGHTLY THAT THE TRUNK CANNOT BEND AND FLEX. EACH TIE SHALL BE MARKED WITH BRIGHTLY COLORED FLAGGING FOR SAFETY PURPOSES.
- 1.4. THE USE OF WIRE WITH RUBBER HOSE, PLASTIC CHAIN, OR OTHER NON-FLEXIBLE TIES SHALL BE PROHIBITED.
- 1.5. IF SUPPORT SYSTEMS ARE REQUIRED FOR TREES GREATER THAN FOUR (4) INCHES DBH, SUPPORT SYSTEMS SHALL BE PROVIDED IN ACCORDANCE WITH THE STANDARDS SPECIFIED BY THE TREE CARE INDUSTRY ASSOCIATION IN THE LATEST EDITION OF "AMERICAN NATIONAL STANDARD FOR TREE CARE OPERATIONS" ANSI A300 (PART 3) - 2006 SUPPLEMENTAL SUPPORT SYSTEMS OR LATEST EDITION.
- 1.6. STAKES AND STRAPS BROKEN (BUT NOT DELIBERATELY BROKEN THROUGH VANDALISM) PRIOR TO THE END OF THE FIRST GROWING SEASON SHALL BE REPLACED.
- 1.7. ALL STAKES AND STRAPS SHALL BE REMOVED AT THE END OF THE FIRST GROWING SEASON. ANY TREES THAT BECOME GIRDLED OR DAMAGED OR DEVELOP OTHER ISSUES AS A RESULT OF THE IMPROPER USE, INSTALLATION OR MAINTENANCE OF TREE SUPPORT SYSTEMS SHALL BE REMOVED AND REPLACED IN ACCORDANCE WITH THESE PLANS.

NOTES :

PLANTS MUST BE PLANTED IN BEDDING MIX OR TOPSOIL NOT MULCH. SPACE PLANTS ON CENTER AS INDICATED IN NURSERY STOCK SCHEDULE.



TYPICAL PERENNIAL PLANTING DETAIL

NOT TO SCALE

NURSERY STOCK PLANTING SCHEDULES

SYMBOL	QUANT.	KEY	BOTANICAL NAME	COMMON NAME	CALIPER	HEIGHT	ROOT BALL	REMARKS
CANOPY TREES								
	5	AR	<i>Acer rubrum</i>	Red Maple	2 1/2" cal	12'-16'	28" dia.	B&B
	3	NS	<i>Nyssa sylvatica</i>	Black Gum	2 1/2" cal	12'-16'	28" dia.	B&B
	3	TA	<i>Tilia americana</i>	American Linden	2 1/2" cal	12'-16'	28" dia.	B&B

SYMBOL	QUANT.	KEY	BOTANICAL NAME	COMMON NAME	CALIPER	HEIGHT	ROOT BALL	REMARKS
UNDERSTORY TREES								
	4	CC	<i>Cercis canadensis</i>	Eastern Redbud	1 1/4" cal	10'-12'	18" dia.	B&B
	6	CV	<i>Chionanthus virginicus</i>	White Fringetree	1 1/4" cal	10'-12'	18" dia.	B&B
	4	CO	<i>Cotinus obovatus</i>	American Smoketree	1 1/4" cal	10'-12'	18" dia.	B&B
	11	OA	<i>Oxydendrum arboreum</i>	Sourwood	1 1/4" cal	10'-12'	18" dia.	B&B
*No Multi-Stemmed Trees Permitted								

SYMBOL	QUANT.	KEY	BOTANICAL NAME	COMMON NAME	SPREAD	HEIGHT	REMARKS
EVERGREEN TREES							
	20	JV	<i>Juniperus virginiana 'Cupressifolia'</i>	Hillspire Juniper	4'-5' min	8-10'	B&B, Single Leader, Symmetrically branched to the ground.

SYMBOL	QUANT.	KEY	BOTANICAL NAME	COMMON NAME	HEIGHT	ROOT BALL	REMARKS
DECIDUOUS SHRUBS							
	20	CA	<i>Ceanothus americanus</i>	New Jersey Tea	30" min	B&B 12" dia.	Min. 5 canes 30" ht.
	21	FO	<i>Fothergilla gardenii</i>	Dwarf Fothergilla	30" min	B&B 12" dia.	Min. 5 canes 30" ht.
	15	MP	<i>Myrica pensylvanica</i>	Northern Bayberry	30" min	B&B 12" dia.	Min. 5 canes 30" ht.

SYMBOL	QUANT.	KEY	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	REMARKS
EVERGREEN SHRUBS							
	15	JH	<i>Juniperus horizontalis 'Hegetus'</i>	Good Vibrations Juniper	12" min.	24" min.	B&B min. 16" dia.

SYMBOL	QUANT.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
GRASSES						
	9	SS	<i>Schizachyrium scoparium</i>	Little Bluestem	#1 cont.	18" o.c.
	15	SH	<i>Sporobolus heterolepis</i>	Prairie Dropseed	#1 cont.	18" o.c.

SYMBOL	QUANT.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
PERENNIALS						
	311	AG	<i>Agastache rupestris</i>	Rock Anise Hyssop	Trays of 32	18" o.c.
	106	AA	<i>Aster azureus</i>	Sky Blue Aster	Trays of 32	18" o.c.
	206	CL	<i>Ceropegia lanceolata</i>	Lanceleaf Ceropegia	Trays of 32	18" o.c.
	212	EP	<i>Echinacea paradoxa</i>	Yellow Coneflower	Trays of 32	18" o.c.
	212	EP	<i>Echinacea purpurea</i>	Eastern Purple Coneflower	Trays of 32	18" o.c.
	259	HA	<i>Heuchera americana var. Interior</i>	American Alum Root	Trays of 32	15" o.c.
	148	AV	<i>Heuchera villosa var. Atropurpurea</i>	Maple Leaved Alum Root	Trays of 32	15" o.c.
	198	RF	<i>Rudbeckia fulgida</i>	Orange Coneflower	Trays of 32	18" o.c.
	138	RH	<i>Rudbeckia hirta</i>	Black-Eyed Susan	Trays of 32	18" o.c.

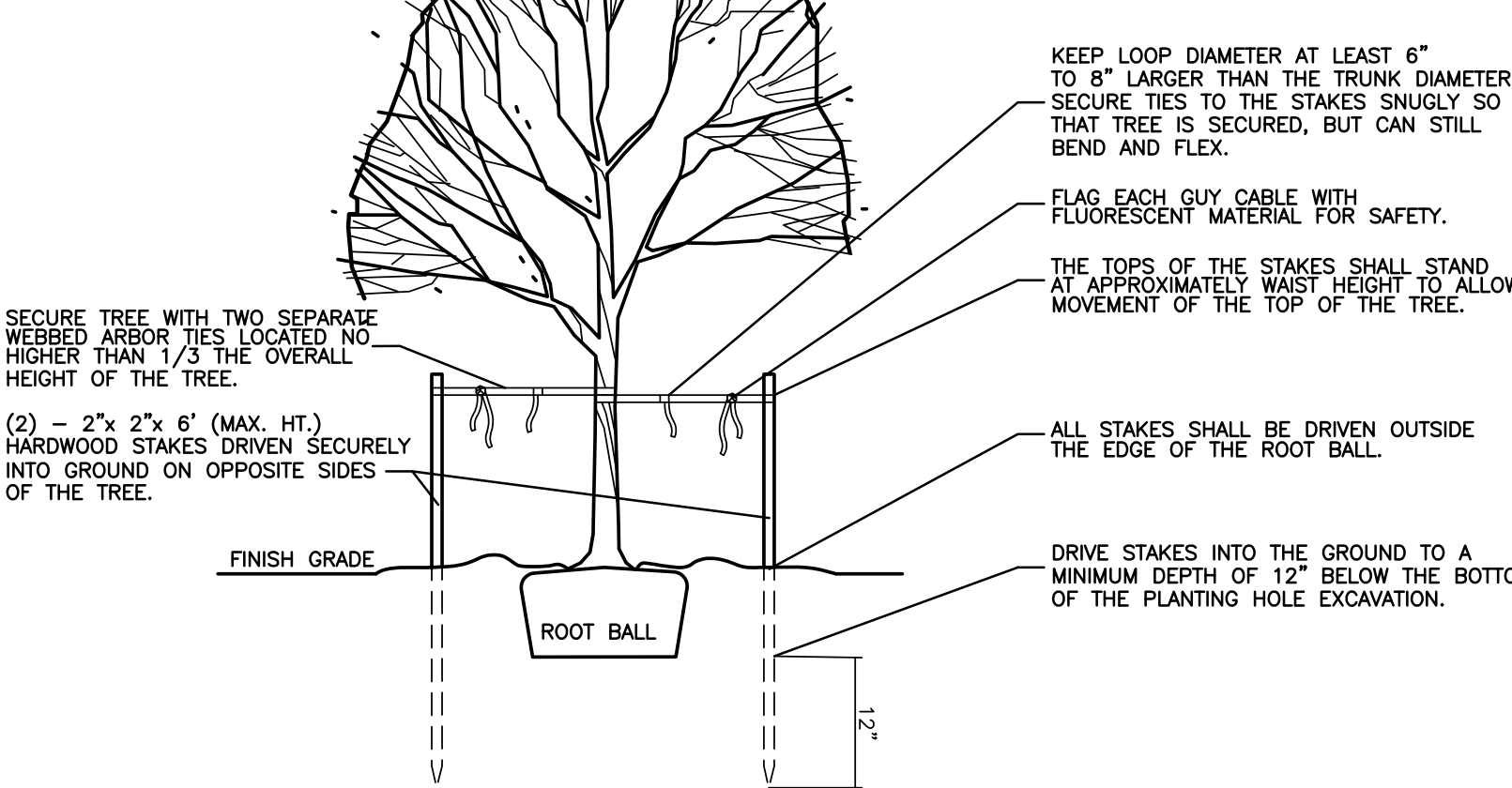
NOTES:

TREE STAKING SHALL ONLY BE INSTALLED WHERE APPROVED BY LOWER SAUCON TOWNSHIP. WHERE STAKING IS APPROVED, STAKE TREES THE SAME DAY AS PLANTING.

THE MATERIAL SHALL BE WIDE, SMOOTH, NONABRASIVE AND FLEXIBLE. THE USE OF WIRE WITH RUBBER HOSE, PLASTIC CHAIN, OR OTHER NON-FLEXIBLE TIES SHALL BE PROHIBITED.

WHERE SUPPORT SYSTEMS ARE REQUIRED FOR TREES GREATER THAN 4" DBH, SUPPORT SHALL BE PROVIDED IN ACCORDANCE WITH THE STANDARDS SPECIFIED IN ANSI A300 (PART 3) - 2006 SUPPLEMENTAL SUPPORT SYSTEMS, OR LATEST EDITION.

ALL TREE SUPPORT SYSTEMS SHALL BE REMOVED AT THE END OF THE FIRST GROWING SEASON.

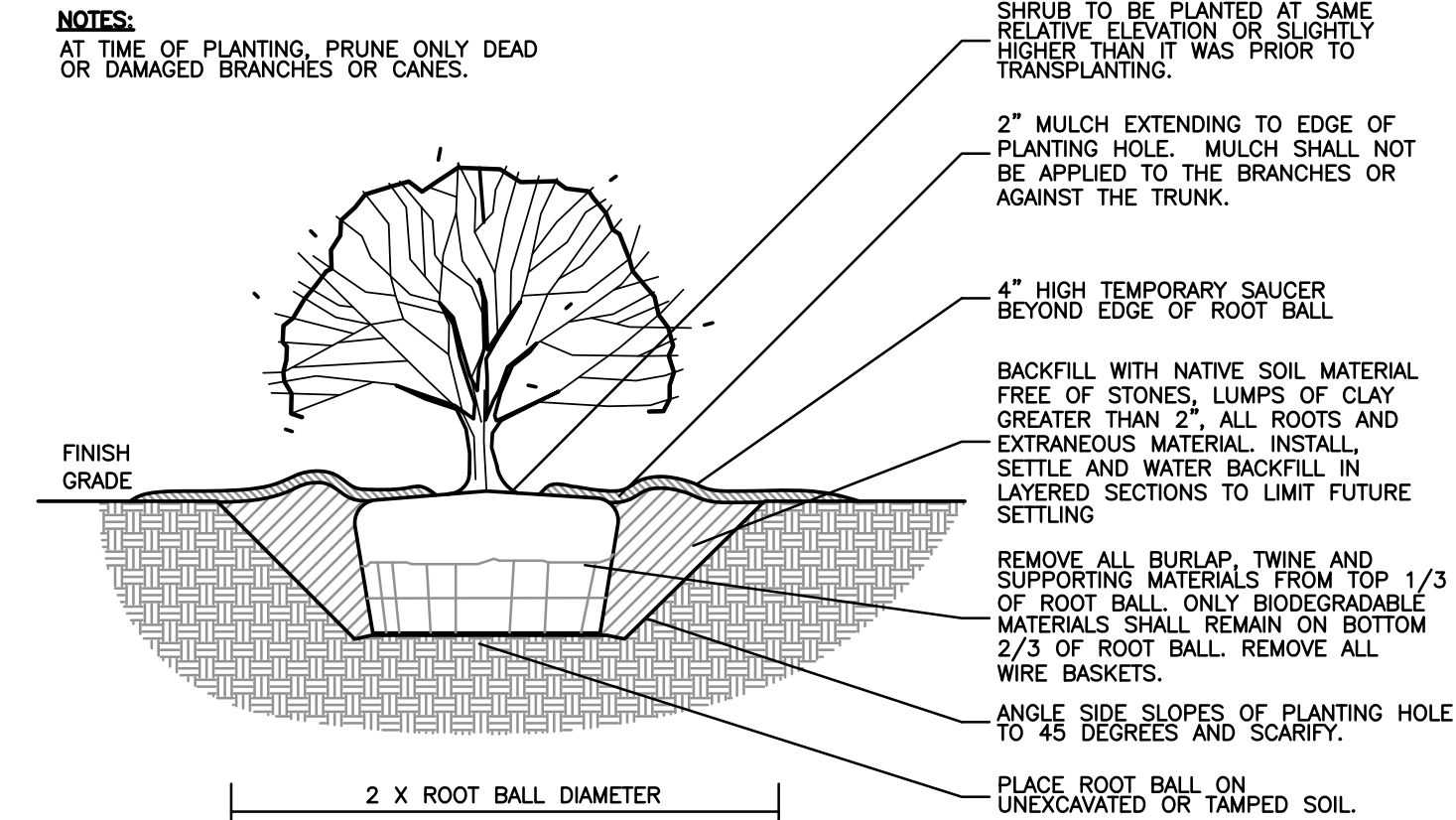


TREES NORMALLY DO NOT NEED TO BE STAKED AND STAKING CAN BE HARMFUL TO THE TREE. STAKING SHALL ONLY BE PERMITTED UPON APPROVAL OF LOWER SAUCON TOWNSHIP IF IT IS EXPECTED THAT THE TREE WILL NOT BE ABLE TO SUPPORT ITSELF. THE FOLLOWING ARE REASONS WHY TREES DO NOT REMAIN STRAIGHT:

- o TREES WITH POOR - QUALITY ROOT BALLS OR ROOT BALLS THAT HAVE BEEN CRACKED OR DAMAGED. REJECT RATHER THAN STAKE.
- o TREES THAT HAVE GROWN TOO CLOSE TOGETHER IN THE NURSERY, RESULTING IN WEAK TRUNKS. REJECT RATHER THAN STAKE.
- o PLANTING PROCEDURES THAT DO NOT ADEQUATELY TAMP SOILS AROUND THE ROOT BALL. CORRECT THE PLANTING PROCEDURE.
- o ROOT BALLS PLACED ON SOFT SOIL. TAMP SOIL AROUND ROOT BALL PRIOR TO PLANTING.
- o ROOT BALLS WITH VERY SANDY SOIL OR VERY WET CLAY SOIL. STAKING ADVISABLE.
- o TREES LOCATED IN A PLACE OF EXTREMELY WINDY CONDITIONS. STAKING ADVISABLE.

TYPICAL TREE STAKING DETAIL

NOT TO SCALE



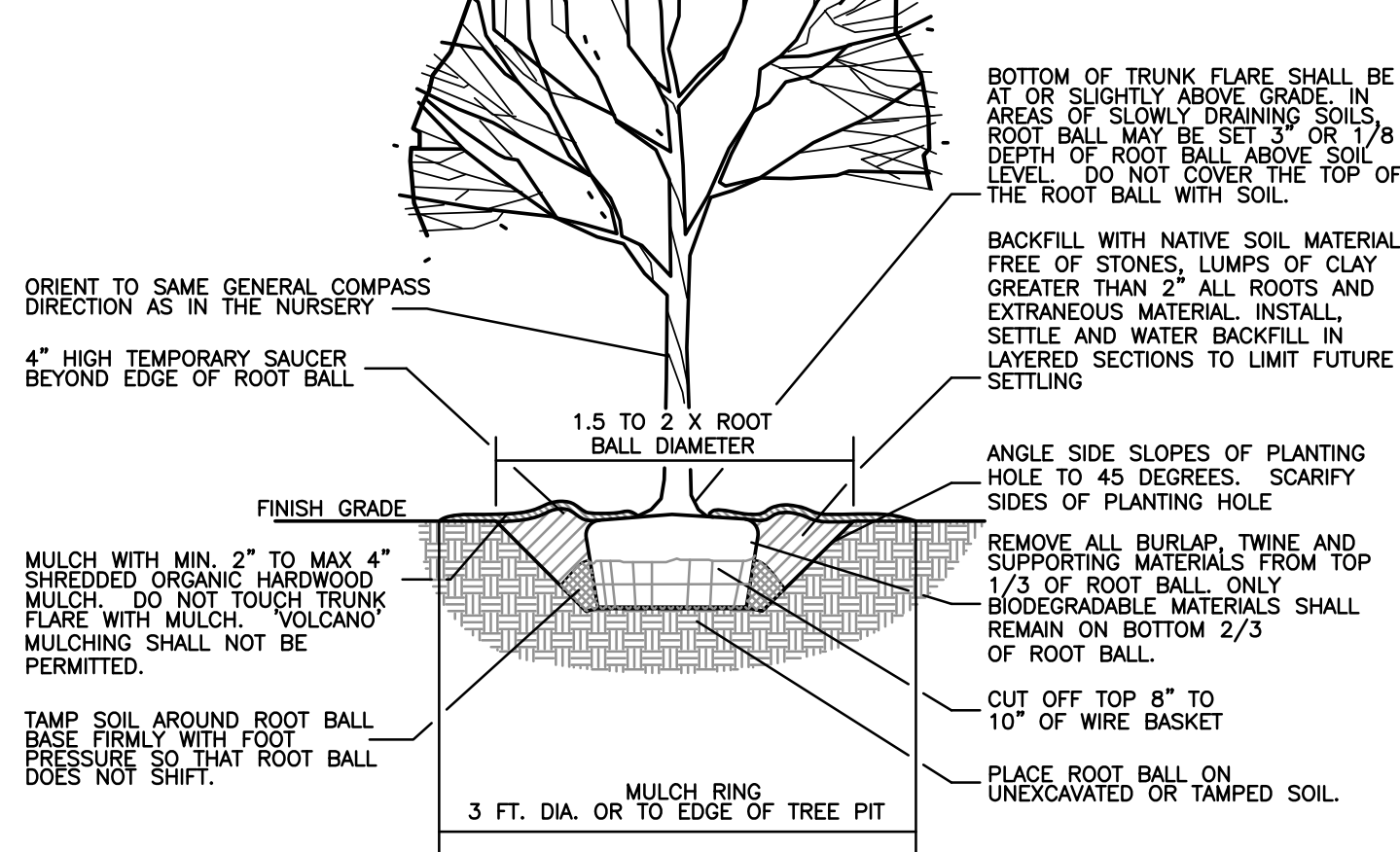
TYPICAL B&B SHRUB PLANTING DETAIL

NOT TO SCALE

NOTES:

AT TIME OF PLANTING, PRUNE ONLY DEAD, DAMAGED AND CONFLICTING BRANCHES OR TO 10 TO LIMB HEIGHT REQUIREMENTS.

STAKE, WRAP, OR INSTALL TREE GUARDS ONLY WITH THE APPROVAL OF LOWER SAUCON TOWNSHIP. SEE STAKING, WRAPPING AND TREE GUARD DETAILS



TYPICAL B&B TREE PLANTING DETAIL

NOT TO SCALE

Written dimensions shall have priority over scaled dimensions. All dimensions, elevations, locations, and conditions, shall be verified by the Contractor prior to construction, and the Owner and Boucher & James, Inc. shall be notified of any discrepancies with the information shown on drawings.

Only those plans incorporating the rated or red ink professional seal shall be considered official and relied upon. All design, revisions and arrangements presented herein were developed for use on, and in accordance with, the specified project being prepared by the Owner. These plans may not be reproduced or altered without the expressed written permission of Boucher & James, Inc.

Information shown on this plan represents professional services representing ideas and designs developed, owned and copyrighted by Boucher & James, Inc. Reproduction of this plan without written approval of Boucher & James, Inc. is not permitted. Unauthorised reproduction of a copy of this plan for any purpose will be considered a violation of the copyright laws and a theft of corporate assets. Unauthorised alteration of the plan will be considered a violation of the professional code of ethics. Any violation will be prosecuted to the fullest extent of current statutes.

REVISIONS :		PROJECT :	
DATE	DESCRIPTION	DATE	DESCRIPTION

Steel City Park
Lower Saucon Township
Northampton County

Lower Saucon Township
3700 Old Philadelphia Pike
Bethlehem, PA 18015

APPLICANT :

PROJECT :

JOB NO.:
089

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project Name:	Steel City Park Landscaping
Awarding Agency:	Leslie Huhn, Township Manager
Contract Award Date:	10/19/2016
Serial Number:	16-05746
Project Classification:	Highway
Determination Date:	9/23/2016
Assigned Field Office:	Scranton
Field Office Phone Number:	(570)963-4577
Toll Free Phone Number:	(877)214-3962
Project County:	Northampton County

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 16-05746 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/26/2017		\$33.90	\$24.61	\$58.51
Asbestos & Insulation Workers	6/27/2016		\$32.00	\$25.51	\$57.51
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2018		\$29.52	\$18.22	\$47.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2017		\$28.52	\$18.22	\$46.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2016		\$27.52	\$18.22	\$45.74
Boilermakers	1/1/2018		\$46.26	\$33.36	\$79.62
Boilermakers	1/1/2017		\$44.26	\$33.36	\$77.62
Boilermakers	1/1/2016		\$42.26	\$33.36	\$75.62
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2016		\$32.39	\$17.46	\$49.85
Carpenter - Chief of Party (Surveying & Layout)	5/1/2018		\$38.16	\$24.79	\$62.95
Carpenter - Chief of Party (Surveying & Layout)	5/1/2019		\$39.59	\$24.79	\$64.38
Carpenter - Chief of Party (Surveying & Layout)	5/1/2017		\$36.84	\$24.79	\$61.63
Carpenter - Chief of Party (Surveying & Layout)	5/1/2016		\$35.68	\$24.79	\$60.47
Carpenter - Instrument Person (Surveying & Layout)	5/1/2019		\$35.99	\$24.79	\$60.78
Carpenter - Instrument Person (Surveying & Layout)	5/1/2017		\$33.49	\$24.79	\$58.28
Carpenter - Instrument Person (Surveying & Layout)	5/1/2016		\$32.44	\$24.79	\$57.23
Carpenter - Instrument Person (Surveying & Layout)	5/1/2018		\$34.69	\$24.79	\$59.48
Carpenter - Rodman (Surveying & Layout)	5/1/2017		\$26.79	\$20.07	\$46.86
Carpenter - Rodman (Surveying & Layout)	5/1/2019		\$28.79	\$20.07	\$48.86
Carpenter - Rodman (Surveying & Layout)	5/1/2018		\$27.75	\$20.07	\$47.82
Carpenter - Rodman (Surveying & Layout)	5/1/2016		\$25.95	\$20.07	\$46.02
Carpenters	5/1/2016		\$32.39	\$24.89	\$57.28
Cement Masons	5/1/2015		\$27.80	\$21.48	\$49.28
DockBuilder/Pile Drivers (Building, Heavy & Highway)	7/1/2011		\$38.15	\$28.27	\$66.42
DockBuilder/Pile Drivers (Building, Heavy & Highway)	5/1/2015		\$41.65	\$31.32	\$72.97
DockBuilder/Pile Drivers Divers (Building Heavy & Highway)	5/1/2015		\$41.65	\$31.32	\$72.97
DockBuilder/Pile Drivers Divers (Building Heavy & Highway)	5/1/2016		\$43.45	\$31.82	\$75.27
Drywall Finisher	5/1/2016		\$27.31	\$17.47	\$44.78
Drywall Finisher	5/1/2017		\$27.31	\$18.67	\$45.98
Electric Lineman	5/30/2016		\$46.16	\$20.29	\$66.45
Electricians & Telecommunications Installation Technician	5/30/2016		\$53.37	\$30.16	\$83.53
Electricians & Telecommunications Installation Technician	5/29/2017		\$54.62	\$30.86	\$85.48
Electricians & Telecommunications Installation Technician	5/28/2018		\$55.93	\$31.60	\$87.53
Elevator Constructor	1/1/2016		\$45.04	\$30.28	\$75.32
Floor Layer	5/1/2017		\$33.47	\$25.46	\$58.93
Floor Layer	5/1/2016		\$32.07	\$25.46	\$57.53
Glazier	5/1/2016		\$33.69	\$17.50	\$51.19
Glazier	5/1/2015		\$34.36	\$15.33	\$49.69

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 16-05746 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Glazier	5/1/2017		\$34.69	\$18.05	\$52.74
Glazier	5/1/2018		\$35.69	\$18.35	\$54.04
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2016		\$32.30	\$27.65	\$59.95
Laborers (Class 01 - See notes)	5/1/2016		\$24.54	\$17.14	\$41.68
Laborers (Class 02 - See notes)	5/1/2016		\$25.57	\$17.14	\$42.71
Laborers (Class 03 - See notes)	5/1/2016		\$25.34	\$17.32	\$42.66
Laborers (Class 04 - See notes)	5/1/2016		\$25.34	\$17.32	\$42.66
Laborers (Class 05 - See notes)	5/1/2016		\$27.34	\$17.32	\$44.66
Laborers (Class 06 - See notes)	5/1/2016		\$25.89	\$17.14	\$43.03
Millwright	7/1/2016		\$37.89	\$29.19	\$67.08
Operators (Building, Class 01 - See Notes)	5/1/2016		\$34.46	\$23.35	\$57.81
Operators (Building, Class 01A - See Notes)	5/1/2016		\$36.71	\$24.01	\$60.72
Operators (Building, Class 02 - See Notes)	5/1/2016		\$34.18	\$23.26	\$57.44
Operators (Building, Class 02A - See Notes)	5/1/2016		\$36.43	\$23.93	\$60.36
Operators (Building, Class 03 - See Notes)	5/1/2016		\$31.46	\$22.45	\$53.91
Operators (Building, Class 04 - See Notes)	5/1/2016		\$30.33	\$22.11	\$52.44
Operators (Building, Class 05 - See Notes)	5/1/2016		\$29.87	\$28.99	\$58.86
Operators (Building, Class 06 - See Notes)	5/1/2016		\$29.00	\$21.73	\$50.73
Operators (Building, Class 07A- See Notes)	5/1/2016		\$41.36	\$26.81	\$68.17
Operators (Building, Class 07B- See Notes)	5/1/2016		\$41.02	\$26.70	\$67.72
Operators (Heavy, Class 01 - See Notes)	5/1/2016		\$33.06	\$22.92	\$55.98
Operators (Heavy, Class 01 - See Notes)	5/1/2015		\$32.70	\$22.61	\$55.31
Operators (Heavy, Class 01A - See Notes)	5/1/2016		\$35.31	\$23.56	\$58.87
Operators (Heavy, Class 01A - See Notes)	5/1/2015		\$34.95	\$23.27	\$58.22
Operators (Heavy, Class 02 - See Notes)	5/1/2016		\$32.77	\$22.84	\$55.61
Operators (Heavy, Class 02 - See Notes)	5/1/2015		\$32.40	\$22.54	\$54.94
Operators (Heavy, Class 02A - See Notes)	5/1/2015		\$34.65	\$23.21	\$57.86
Operators (Heavy, Class 02A - See Notes)	5/1/2016		\$35.02	\$23.50	\$58.52
Operators (Heavy, Class 03 - See Notes)	5/1/2015		\$29.49	\$21.67	\$51.16
Operators (Heavy, Class 03 - See Notes)	5/1/2016		\$29.84	\$21.97	\$51.81
Operators (Heavy, Class 04 - See Notes)	5/1/2016		\$28.70	\$21.64	\$50.34
Operators (Heavy, Class 04 - See Notes)	5/1/2015		\$28.35	\$21.34	\$49.69
Operators (Heavy, Class 05 - See Notes)	5/1/2015		\$27.90	\$21.21	\$49.11
Operators (Heavy, Class 05 - See Notes)	5/1/2016		\$28.25	\$21.51	\$49.76
Operators (Heavy, Class 06 - See Notes)	5/1/2015		\$27.02	\$20.95	\$47.97
Operators (Heavy, Class 06 - See Notes)	5/1/2016		\$27.37	\$21.25	\$48.62
Operators (Heavy, Class 07A - See Notes)	5/1/2015		\$39.24	\$25.94	\$65.18
Operators (Heavy, Class 07A - See Notes)	5/1/2016		\$39.68	\$26.28	\$65.96
Operators (Heavy, Class 07B - See Notes)	5/1/2015		\$38.89	\$25.84	\$64.73
Operators (Heavy, Class 07B - See Notes)	5/1/2016		\$39.32	\$26.19	\$65.51
Painters Class 1 (see notes)	5/1/2017		\$26.75	\$18.67	\$45.42
Painters Class 1 (see notes)	5/1/2016		\$26.75	\$17.47	\$44.22
Painters Class 2 (see notes)	5/1/2017		\$29.30	\$19.02	\$48.32
Painters Class 2 (see notes)	5/1/2016		\$29.30	\$17.47	\$46.77

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 16-05746 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Painters Class 3 (see notes)	5/1/2016		\$34.45	\$17.47	\$51.92
Painters Class 3 (see notes)	5/1/2017		\$34.45	\$19.97	\$54.42
Plasterers	5/1/2015		\$28.93	\$20.51	\$49.44
Plumbers	5/1/2016		\$42.20	\$29.79	\$71.99
Roofers (Composition)	5/1/2016		\$35.15	\$29.19	\$64.34
Roofers (Shingle, Slate, Tile)	5/1/2016		\$25.70	\$19.17	\$44.87
Sheet Metal Workers	5/1/2016		\$30.33	\$22.43	\$52.76
Sprinklerfitters	4/1/2016		\$36.05	\$21.02	\$57.07
Sprinklerfitters	4/1/2018		\$38.80	\$22.74	\$61.54
Sprinklerfitters	4/1/2017		\$37.40	\$21.74	\$59.14
Steamfitters	5/1/2016		\$45.46	\$31.32	\$76.78
Terrazzo Finisher	5/1/2019		\$33.04	\$16.22	\$49.26
Terrazzo Finisher	5/1/2018		\$32.35	\$15.91	\$48.26
Terrazzo Finisher	5/1/2016		\$30.17	\$16.09	\$46.26
Terrazzo Finisher	5/1/2017		\$31.64	\$15.62	\$47.26
Terrazzo Setter	5/1/2019		\$31.81	\$19.67	\$51.48
Terrazzo Setter	5/1/2018		\$31.23	\$19.25	\$50.48
Terrazzo Setter	5/1/2016		\$30.00	\$18.48	\$48.48
Terrazzo Setter	5/1/2017		\$30.63	\$18.85	\$49.48
Tile & Marble Finisher	5/1/2016		\$25.71	\$14.38	\$40.09
Tile & Marble Layer	5/1/2016		\$28.52	\$17.19	\$45.71
Truckdriver class 1(see notes)	5/1/2018		\$35.32	\$0.00	\$35.32
Truckdriver class 1(see notes)	5/1/2019		\$36.12	\$0.00	\$36.12
Truckdriver class 1(see notes)	5/1/2016		\$33.57	\$0.00	\$33.57
Truckdriver class 1(see notes)	5/1/2017		\$34.47	\$0.00	\$34.47
Truckdriver class 2 (see notes)	5/1/2019		\$36.19	\$0.00	\$36.19
Truckdriver class 2 (see notes)	5/1/2017		\$34.54	\$0.00	\$34.54
Truckdriver class 2 (see notes)	5/1/2016		\$33.64	\$0.00	\$33.64
Truckdriver class 2 (see notes)	5/1/2018		\$35.39	\$0.00	\$35.39
Truckdriver class 3 (see notes)	5/1/2017		\$35.03	\$0.00	\$35.03
Truckdriver class 3 (see notes)	5/1/2018		\$35.88	\$0.00	\$35.88
Truckdriver class 3 (see notes)	5/1/2016		\$34.13	\$0.00	\$34.13
Truckdriver class 3 (see notes)	5/1/2019		\$36.68	\$0.00	\$36.68

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 16-05746 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter - Chief of Party (Surveying & Layout)	5/1/2016		\$35.63	\$24.79	\$60.42
Carpenter - Instrument Person (Surveying & Layout)	5/1/2016		\$32.39	\$24.79	\$57.18
Carpenter - Rodman (Surveying & Layout)	5/1/2015		\$23.39	\$23.69	\$47.08
Carpenters	5/1/2016		\$32.44	\$24.89	\$57.33
Iron Workers	7/1/2016		\$32.30	\$27.65	\$59.95
Laborers (Class 01 - See notes)	5/1/2019		\$21.61	\$17.29	\$38.90
Laborers (Class 01 - See notes)	5/1/2016		\$19.81	\$15.79	\$35.60
Laborers (Class 01 - See notes)	5/1/2018		\$20.96	\$16.79	\$37.75
Laborers (Class 01 - See notes)	5/1/2017		\$20.36	\$16.29	\$36.65
Laborers (Class 02 - See notes)	5/1/2017		\$26.98	\$16.29	\$43.27
Laborers (Class 02 - See notes)	5/1/2018		\$27.58	\$16.79	\$44.37
Laborers (Class 02 - See notes)	5/1/2019		\$28.23	\$17.29	\$45.52
Laborers (Class 02 - See notes)	5/1/2016		\$26.43	\$15.79	\$42.22
Laborers (Class 03 - See notes)	5/1/2017		\$23.97	\$16.29	\$40.26
Laborers (Class 03 - See notes)	5/1/2019		\$25.22	\$17.29	\$42.51
Laborers (Class 03 - See notes)	5/1/2018		\$24.57	\$16.79	\$41.36
Laborers (Class 03 - See notes)	5/1/2016		\$23.42	\$15.79	\$39.21
Laborers (Class 04 - See notes)	5/1/2017		\$24.32	\$16.29	\$40.61
Laborers (Class 04 - See notes)	5/1/2018		\$24.92	\$16.79	\$41.71
Laborers (Class 04 - See notes)	5/1/2019		\$25.57	\$17.29	\$42.86
Laborers (Class 04 - See notes)	5/1/2016		\$23.77	\$15.79	\$39.56
Laborers (Class 05 - See notes)	5/1/2017		\$24.99	\$16.29	\$41.28
Laborers (Class 05 - See notes)	5/1/2018		\$25.59	\$16.79	\$42.38
Laborers (Class 05 - See notes)	5/1/2019		\$26.24	\$17.29	\$43.53
Laborers (Class 05 - See notes)	5/1/2016		\$24.44	\$15.79	\$40.23
Laborers (Class 06 - See notes)	5/1/2018		\$25.01	\$16.79	\$41.80
Laborers (Class 06 - See notes)	5/1/2019		\$25.66	\$17.29	\$42.95
Laborers (Class 06 - See notes)	5/1/2016		\$23.86	\$15.79	\$39.65
Laborers (Class 06 - See notes)	5/1/2017		\$24.41	\$16.29	\$40.70
Laborers (Class 07 - See notes)	5/1/2018		\$25.30	\$16.79	\$42.09
Laborers (Class 07 - See notes)	5/1/2019		\$25.95	\$17.29	\$43.24
Laborers (Class 07 - See notes)	5/1/2017		\$24.70	\$16.29	\$40.99
Laborers (Class 07 - See notes)	5/1/2016		\$24.15	\$15.79	\$39.94
Laborers (Class 08 - See notes)	5/1/2018		\$25.78	\$16.79	\$42.57
Laborers (Class 08 - See notes)	5/1/2017		\$25.18	\$16.29	\$41.47
Laborers (Class 08 - See notes)	5/1/2019		\$26.43	\$17.29	\$43.72
Laborers (Class 08 - See notes)	5/1/2016		\$24.63	\$15.79	\$40.42
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2016		\$32.16	\$22.64	\$54.80
Operators (Highway, Class 01 - See Notes)	5/1/2016		\$32.16	\$22.64	\$54.80
Operators (Highway, Class 01a - See Notes)	5/1/2016		\$34.41	\$23.32	\$57.73
Operators (Highway, Class 02 - See Notes)	5/1/2016		\$30.98	\$22.31	\$53.29
Operators (Highway, Class 03 - See Notes)	5/1/2016		\$30.28	\$22.10	\$52.38
Operators (Highway, Class 04 - See Notes)	5/1/2016		\$29.82	\$21.98	\$51.80
Operators (Highway, Class 05 - See Notes)	5/1/2016		\$29.31	\$21.83	\$51.14

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 16-05746 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Highway, Class 06 - See Notes)	5/1/2016		\$32.40	\$22.70	\$55.10
Operators (Highway, Class 06/A - See Notes)	5/1/2016		\$34.65	\$23.36	\$58.01
Operators (Highway, Class 07/A - See Notes)	5/1/2016		\$38.56	\$25.99	\$64.55
Operators (Highway, Class 07/B - See Notes)	5/1/2016		\$37.17	\$25.57	\$62.74
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2016		\$39.62	\$31.18	\$70.80
Truckdriver class 1(see notes)	5/1/2018		\$35.32	\$0.00	\$35.32
Truckdriver class 1(see notes)	5/1/2017		\$34.47	\$0.00	\$34.47
Truckdriver class 1(see notes)	5/1/2016		\$33.57	\$0.00	\$33.57
Truckdriver class 1(see notes)	5/1/2019		\$36.12	\$0.00	\$36.12
Truckdriver class 2 (see notes)	5/1/2019		\$36.19	\$0.00	\$36.19
Truckdriver class 2 (see notes)	5/1/2016		\$33.64	\$0.00	\$33.64
Truckdriver class 2 (see notes)	5/1/2017		\$34.54	\$0.00	\$34.54
Truckdriver class 2 (see notes)	5/1/2018		\$35.39	\$0.00	\$35.39
Truckdriver class 3 (see notes)	5/1/2019		\$36.68	\$0.00	\$36.68
Truckdriver class 3 (see notes)	5/1/2017		\$35.03	\$0.00	\$35.03
Truckdriver class 3 (see notes)	5/1/2016		\$34.13	\$0.00	\$34.13
Truckdriver class 3 (see notes)	5/1/2018		\$35.88	\$0.00	\$35.88