

# **NESHAMINY SCHOOL DISTRICT**

**PURCHASING DEPARTMENT**

**2001 Old Lincoln Highway**

**Langhorne, PA 19047**



**BID CONDITIONS AND SPECIFICATIONS FOR:**

**Poquessing Middle School – Parking Lot  
Poquessing/Ferderbar - Small Playground  
Schweitzer Elementary School – Main and Side Playgrounds**

## **BITUMINOUS CONCRETE PAVING RESURFACING AND REPAIR**

**BID PROPOSAL NO:  
18-13**

**SUBMISSION DATE AND TIME:** **Tuesday, April 4, 2017, 10:00 a.m.**

**DESTINATION FOR DELIVERY OF BIDS:** Purchasing Department  
Neshaminy School District  
2001 Old Lincoln Highway  
Langhorne, PA 19047  
Attn: Mr. Joe Rischow  
Purchasing Supervisor

**MANDATORY PRE-BID MEETING:** **Thursday, March 16, 2017, 10:00 a.m.**  
Neshaminy School District  
Purchasing Department  
Neshaminy High School Campus  
2001 Old Lincoln Highway  
Langhorne, Pennsylvania 19047

**SPECIAL NOTE:**

For questions pertaining to these bid specifications, please email to [jrischow@neshaminy.org](mailto:jrischow@neshaminy.org), Cc: to [ttrzaska@neshaminy.org](mailto:ttrzaska@neshaminy.org) and [grutledge@neshaminy.org](mailto:grutledge@neshaminy.org). (For Site Visits please call 24 hours prior 215-809-6250)

Bid Due:

Tuesday, April 4, 2017  
10:00 a.m. Prevailing Time

# PROPOSAL FORM

Neshaminy School District  
2001 Old Lincoln Highway  
Langhorne, PA 19047  
Attn: Mr. Joseph Rischow  
Purchasing Supervisor

Gentlemen:

WE herewith propose and agree to provide labor, equipment and material for milling & blacktop paving at the above referenced project. *(Please Note: Each contractor is responsible for own measurements. Areas as designated in attached plot plans.)*

This proposal is subject to all the terms of these specifications as printed; and WE hereby agree to enter into a written contract to furnish such security as these specifications may require.

In submitting this proposal, I have received and included in this Bid, the instructions and information contained in the following Addenda:

Addendum No.

Dated

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

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

- |              |   |          |
|--------------|---|----------|
| 1) Base Bid: | Poquessing Middle School<br>Parking Lot         | \$ _____ |
| 2) Base Bid: | Poquessing/Ferderbar<br>School Small Playground | \$ _____ |
| 3) Base Bid: | Schweitzer Elementary School<br>Main Playground | \$ _____ |
| 4) Base Bid: | Schweitzer Elementary School<br>Side Playground | \$ _____ |

Respectfully submitted,

Deposit Enclosed \$ \_\_\_\_\_

- Certified Check
- Bid Bond
- Cashier's Check

Bidder \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

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

## INSTRUCTIONS AND GENERAL CONTRACT TERMS AND CONDITIONS

### I. INSTRUCTIONS

- A. For all bids exceeding Two Thousand Dollars (\$2,000.00) a certified check, bank cashier's check, trust company treasurer's check or a Bid Bond from a surety company legally authorized to do business in the Commonwealth of Pennsylvania, and having the highest rating services, in an amount no less than ten percent (10%) of the total stated bid shall accompany the bid and shall be made payable to and retained by the District as liquidated damages if the bid or any part thereof is accepted by the District and the Bidder fails to carry out all of the provisions of the bid.
- B. All bids will be publicly opened and read in the Purchasing Department of the Neshaminy School District at 2001 Old Lincoln Highway, Langhorne, Pennsylvania on the dates and times specified in the bid documents.
- C. Award(s), if made, will be made to the lowest responsible Bidder for the separate bid selected and to include Alternate Bids, if any, which the District chooses to accept and which results in the lowest aggregate bid. The determination of who constitutes the "lowest responsible Bidder" shall be within the sole discretion of the District.
- D. Bidders are expected to examine the specifications and all instructions. Failure to do so will be at the bidder's risk. ALL bids must conform to the specifications as listed. Bidder shall furnish the information required by the Bid Form. The bidder shall type or print his name on the lists and each continuation sheet thereof, on which he makes an entry. The person signing the bid must initial erasures or other changes. An authorized officer or agent of the bidding company must sign the bid. No bid will be entertained unless properly made out in ink or typed, signed by the bidder and clearly marked on the envelope: **"SEALED BID – BITUMINOUS CONCRETE PAVING, RESURFACING AND REPAIR."**
- E. In order to fully establish the extent of the work and all requirements incident to the work under this heading, the Contractor must visit the project site and attend the mandatory Pre-Bid Meeting to be held on **Thursday, March 16, 2017 at 10:00 a.m.** Arrivals later than one-half hour after announced starting time will not be accommodated. Bidders shall review the project and are required to verify their own dimensions. Any questions concerning the work shall be addressed to the School District representative.
- F. Contractor shall complete all work within forty-five (45) working days. Work is to be started after **June 22, 2017** and must be completed no later than **August 15, 2017**. If the Contractor does not comply with construction schedules, they will be declared "non-responsible" and the contract/purchase order will be cancelled. The work will be rebid and all additional costs will be the responsibility of the "non-responsible" Contractor and deducted from their final payment.

### II. AWARD OF CONTRACT

- A. The District reserves the right to reject any and all bids, or to waive informality in the bidding if it is in the interest of the District to do so. Further, the District reserves the right to make its award for one or for more of the articles set forth in the specifications or make its award for all of the articles set forth in these specification.

- B. Whenever two (2) or more bids of equal amounts are the lowest bids submitted by responsible Bidders, the District may award the bid to any one of such Bidders in its sole discretion. The District has the right to select any and all of the bids, although they may not be awarded to the same bidding Contractor.

### III. DESIGNATED PRODUCTS OR ARTICLES

- A. If awarded the contract, the Bidder agrees to furnish and/or install the articles or products set forth in the bid specifications at such times, at such places and in such quantities as specified and all such articles and products shall be subject to the inspection and approval of the District. In the event any of the articles or products shall be rejected as unsuitable or not in conformance with these specifications, such articles and products shall at once be removed and returned to the Bidder at his expense and other articles or products of proper quality set forth in these specifications shall be furnished in their place at the expense of the successful Bidder.
- B. In the event that the successful Bidder neglects or refuses to furnish and deliver the articles or products or any part thereof as provided in the specifications or to replace any products or articles which are rejected by the District, then the District is authorized and empowered to purchase such articles or products in conformity with the bid specifications from such other party and in such quantities and in such manner as the District shall select at the expense of the successful Bidder or to cancel this contract and reserve all rights for damages which may be incurred by the District.
- C. Where the bid specifications describe or specify a particular product or article, alternate bids covering articles or products equal in all respects are permitted, unless otherwise stated. Where a bid specification specifies an article or product and the Bidder intends to furnish another product or article, which he considers, equal, then the name and grade of the equivalent product or article must be identified in the Bid. If requested, the Bidder shall furnish samples of such substitutes prior to the date of the opening of the bids in order to insure consideration of said items. These samples shall be plainly marked with the name of the product or article as well as that of the Bidder.

**Approval of Materials** - Whenever an article or any class or material is specified by the trade name or the name of the manufacturer, the bidder must clearly state on the alternate bid the maker's name and number. All the information required in General Conditions, Section 1.08, Substitutions, must be submitted for approval ten (10) calendar days prior to the bid date for review and acceptance to the Engineer. Notification as to acceptance or rejection shall be made in accordance with General Conditions, Section 1.08, Substitutions.

The "equivalent" must be equal in quality, finish and durability and be equally as serviceable for the purpose it is intended. Final determination of equality is wholly reserved to the Owner/Engineer and its representatives.

- D. With respect to any such articles or products, the Bidder shall be responsible for notifying the District of any price advantage to the District if the order of any such articles or products are increased to the next higher price or break point for that article or product. Should such price break point exist, such notice shall be given at the time the bid is submitted.

- E. The District is exempt from the payment of excise taxes and should the Bidder desire to be exempt from such tax, then the Bidder agrees to present to the District properly prepared exemption certificates for execution. Such certificates will be presented only for articles or products furnished under the bid, will list the articles or products and their quantities and will state the names and addresses of the manufacturers and suppliers of such articles and products which are subject to excise tax.

#### **IV. LIQUIDATED DAMAGES**

- A. All work required to be performed under the bid specifications shall be started within ten (10) days from date of Purchase Order or notice to proceed, if this is applicable, and shall be completed in accordance with the bid specifications by the guaranteed completion date. Should the Bidder fail to complete the work before the expiration of the completion date set forth in the bid specifications, the District will then back charge the bidder the sum of Three Hundred (\$300.00) per day for each calendar day the work remains uncompleted after the completion date. The parties agree that said sum is a proper measure of liquidated damages, which the District shall sustain per diem as a result of the failure of the Bidder to complete the work within the time required. In no event shall this sum be construed as any form of penalty being imposed upon the Bidder. Liquidated damages shall be assessed after completion date of **August 15, 2017.**
- B. Should the Bidder be delayed in the completion of the work set forth in the bid specifications by reason of unforeseen circumstances beyond his control and without his fault or negligence, including but not limited to, acts of God or of the public enemy, acts of neglect of the District, acts of other contractors, if any, fires, floods, epidemics, strikes, civil disturbances or freight embargoes, the date specified in the bid specifications as the completion date shall be extended by such times as shall be fixed by the District, provided however, that any and all claims for extensions of time shall be made by the Bidder in writing within five (5) days after the termination of the event for which the Bidder seeks an extension of time. Otherwise, any claim for an extension by reason of said event shall have been waived by the Bidder.

#### **V. INSURANCE, INDEMNIFICATION AND STATUS OF PARTIES**

- A. The Bidder shall not commence work until he has obtained all insurance required hereunder from carriers legally authorized to do business in the Commonwealth of Pennsylvania and assigned the highest rating available from independent rating services, nor shall the Bidder allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained. In this regard, the Bidder shall be required to maintain the following insurance during the term of this contract:
1. Worker's Compensation Insurance coverage to be statutory for all of his employees employed at the site of the project, and in case any work is sublet, the Bidder shall require the Subcontractor to provide similar Workers' Compensation for all of the Subcontractors' employees unless such employees are covered by the protection afforded by the Bidder.
  2. Public Liability and Property Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death, to any one (1) person, and subject to the same limit for each person in an amount not less than One Million Dollars (\$1,000,000.00) on account of one accident, an insurance property damage in an amount not less than One Million Dollars (\$1,000,000.00), provided however, that the District may accept insurance covering a subcontractor in amounts less than the requirements set

forth herein where such requirements appear excessive because of the extent of the work to be performed by such subcontractors. All required by this paragraph shall be secured through a policy providing coverage on a “occurrence basis”.

3. Public Liability and Property Motor Vehicle insurance in an amount not less than One Million Dollars (\$1,000,000.00) for personal injury, One Hundred Thousand Dollars (\$100,000.00) for property damage.
- B. Prior to the commencement of any work, Certificates of Insurance evidencing such insurance shall be supplied to the District. Such Certificates shall also provide that at least thirty (30) days prior notice be given to the District of the cancellation of such insurance.
- C. **Conditions**
1. All certificates to contain thirty (30) days notice of cancellation.
  2. It is the obligation of the Bidder to obtain and furnish the School District Certificates for any subcontractors subject to the above terms and conditions.
  3. All General Liability policies shall provide a per job location aggregate.
  4. All insurance policies and/or bonds will be written with insurance companies licensed to do business in the Commonwealth of Pennsylvania and subject to the approval of the School District.
  5. On larger contracts, an umbrella liability policy will be provided with a minimum limit of Three Million Dollars (\$3,000,000.00).
- D. Notwithstanding anything to the contrary set forth herein or the acquisition of the insurance described herein, the Bidder hereby agrees to indemnify and hold the District harmless from and against any and all liability, loss, damage, cost and expense, including court costs and attorney’s fees, (whether or not litigation be commenced) of whatever nature or type, that the District may hereafter suffer or incur by reason of:
1. any injury or harm sustained or reported to have been sustained by any person, including the employees of the Bidder, as a result of the work, duties or obligations being performed by the Bidder under the Bid Specifications;
  2. any other act or omission of the Bidder, its agents, representatives, or employees, including but not limited to Subcontractors or laborers who are on any structure or real property of the District during the course of the work being performed under the Bid Specifications; or
  3. any breach or default of the Bidder in the performance of the work, duties and obligations set forth in the Bid Specifications.
- E. In performing the work set forth in the Bid Specifications, the Bidder will at all times be acting and performing as an independent contractor and not as an employee of the District. The District shall neither have nor exercise any control or direction over the methods utilized by the Bidder

and the sole interest of the District to insure that the work set forth in the Bid Specifications is performed by the Bidder in a competent, efficient and satisfactory manner.

**VI. PROTECTION AND NON-INTERFERENCE WITH DISTRICT'S OPERATIONS**

- A. The Bidder shall be responsible for the protection of the District's buildings, facilities and improvements within the areas where the work is being performed. Any disturbance or damage to the work being performed by the Bidder or to the existing building improvements or equipment or any other impairment of the District's facilities resulting from the bidder's performance, shall be promptly restored, repaired or replaced by the Bidder at no extra cost to the District.
- B. Each Bidder shall be responsible for performing his work in such manner so as to maintain essential ingress and egress for visitors and occupants to the District's buildings and facilities and to continuously maintain all required emergency exits from and circulation between existing facilities. Passageways for emergency exits shall be kept continuously open and free from debris, construction equipment, tools, materials or other hazards. The Bidder shall provide all necessary temporary work, which may be required to obtain and maintain all such ingress, egress and circulation requirements. Bidder shall be responsible for providing coordination of this temporary work between himself and all Subcontractors and all temporary work shall be removed when no longer required.
- C. Each Bidder shall commence the work and so schedule his work so as to avoid interference with the District's operations. Unavoidable interference with the District's operations shall not be carried out without the District's approval obtained not less than forty-eight (48) hours prior to the anticipated interference. The bidder is advised that the District's operations during the school year are on an eight (8) hour day, five (5) day per week basis.
- D. To insure non-interference with the District's operations during the performance of the work, the Bidder shall remove from the buildings, facilities and improvements where the work is being performed, all trash, combustible materials and debris of all kind being created during the performance of the work and upon completion of the work. This obligation shall also include all debris created by any subcontractors or material men engaged by the Bidder in performing the work. The Bidder shall dispose such debris off-site.

**VII. PAYMENT, PERFORMANCE AND MAINTENANCE BOND**

- A. The Bidder shall promptly pay all laborers and mechanics employed for the work set forth in the Bid Specifications as well as for all materials. Before final payment is made, the Bidder shall furnish the District with satisfactory evidence that all labor and materials have been paid. Such evidence may include, but not be limited to, General Releases and/or Releases of Liens duly signed by the Bidder and any Subcontractor or material men.
- B. Upon acceptance of the bid by the Board of School Directors, the District shall give written notice to the bidder of its intention to accept the Bid and to award a contract to him through the issuance of a Purchase Order. Upon receiving such notice and as a condition precedent to the awarding of a contract, the Bidder shall be required to furnish to the District from surety companies legally authorized to do business in the Commonwealth of Pennsylvania and having the highest ratings available from independent rating services, the following Bonds as required by Pennsylvania Law:

1. A Performance Bond or Certified Check in an amount equal to one hundred percent (100%) of the contract price, conditioned upon the faithful performance by the bidder of the contract and the plans, specifications and conditions of the Contract.
  2. A Payment Bond or Certified Check in an amount equal to one hundred percent (100%) of the contract price so as to protect those supplying labor or materials to the Bidder or to any of the Bidder's subcontractors.
  3. A Maintenance Bond or Certified Check in an amount equal to one hundred percent (100%) of the contract price, conditioned upon the faithful performance by the bidder to remedy without cost to the owner any break of warranty and/or defects which may develop during a period of two (2) years from the date of final completion and acceptance of all the work performed under this contract.
- C. The Bidder shall be required to file such Bonds or Certified Checks in the Office of the Business Administrator within five (5) days of the District's written notice to proceed or issuance of purchase order, whichever is first.

## **VII. SCOPE OF WORK, WORKMANSHIP AND WARRANTY**

- A. The District reserves the right to change, increase or decrease the work as set forth in the Bid Specifications and in such event shall notify the Bidder in writing, provided suitable adjustment is made in the original contract price. Further, the District reserves the right to increase or decrease the quantity of any products or articles being installed as part of the work without affecting the unit price set forth in the Bid Specifications.
- B. In performing the work, the bidder agrees to fulfill all requirements with respect to the installation of any products or articles and hereby acknowledges that the Bid has been quoted on an installed basis. The Bidder acknowledges that he has accepted the responsibility for having visited the work site and familiarizing himself with all conditions, which may affect such installation. The Bidder shall supply all material, tools, equipment, transportation, labor, supervision which may be required to complete the installation of such articles or products in a complete and approved manner.
- C. All work shall be performed in a good and workmanlike manner and, when completed, shall show no signs of carelessness as a result of the work. During the term of the contract, all work and materials shall be subject to the inspection and approval of the District and the District reserves the right to reject any work or materials, which in its judgment do not fulfill the requirements of the Bid Specifications.
- D. All persons employed by the Bidder to perform the work required by the Bid Specifications shall be competent and first class workmen and mechanics as specified by Section 752 of the Pennsylvania School Code of 1949, as amended.
- E. The bidder shall furnish to the District a written guarantee certifying that all defects in workmanship, materials or construction for a period of two (2) years from the date of issuance of final payment shall be corrected and repaired diligently and effectively, but in no event later than thirty (30) days after Bidder's receipt of a written notify from the District identifying such defect. All such corrections and repairs shall be performed by the Bidder at no additional cost to the District.



- F. The Contractor must submit documentation with his bid certifying that he has been actively engaged in this type of work for at least five (5) years.

**IX. PAYMENT SCHEDULE AND FINAL PAYMENT**

- A. Payment to the bidder of the contract price shall occur in accordance with the following schedule. This specification does not provide for periodic payments based upon a percentage of the work completed. Full payment will be made upon completion of the work and receipt of all required documentation. Payment will be made within thirty (30) days after receipt of the completed Payment Application in the Neshaminy School District's Facilities & Engineering Department.
- B. The acceptance by the Bidder of the final payment shall constitute a release of the District by the Bidder with respect to all claims and all liability which the Bidder may assert against the District, directly or indirectly, as a result of this contract, including but not limited to any act or omission on the part by the District relating to or arising out of the work under the contract, excepting the Bidder's claim for interest upon the final payment if the final payment is improperly delayed. However, the Bidder's acceptance of the final payment does not operate as a release of the Bidder and his sureties from any obligations under this contract with the District or under the Performance Bond.

**X. SITE INSPECTIONS, PERMITS AND REGULATORY REQUIREMENTS**

- A. It will be the Bidder's responsibility to visit the site of the work prior to submitting his Bid so as to fully inform himself as to all of the conditions concerning construction and labor under which the work is to be performed, including all rules, regulations and directives of all local, state and federal agencies having jurisdiction over the work. In this regard, all work shall be performed in accordance with all such applicable rules, regulations and directives that are incorporated herein by reference and made a part hereof.
- B. The Bidder shall secure and pay for all permits required by all local, state and federal agencies having jurisdiction over the work, including but not limited to fees, licenses and inspections necessary for the proper performance and completion of the work.
- C. All Bidders shall be responsible for their own measurements; measurements listed on this bid are approximate.

**XI. NON-COLLUSION AFFIDAVIT**

Included in the specification packet is a "Non-Collusion Affidavit". The Bidder must execute this document, have it notarized and submit it, attached to the FORM OF PROPOSAL. Failure to comply with this provision will disqualify the Bidder.

**XII. STATUTORY REQUIREMENT/GOVERNMENT REQUIREMENTS**

Included in the requirements of this Contract but not limited to them, the Contractor is required to comply with the following specific Governmental Stipulations.

A. **DISCRIMINATION PROHIBITED** - According to Section 755, Public School Code of Pennsylvania, 1949, as amended, the contractor agrees:

1. That in the hiring of employees for the performance of work under this contract, or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of gender, race, creed or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates;
2. That no contractor, subcontractor, nor any person on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color;
3. That there may be deducted from the amount payable to the contractor under this contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of the contract; and,
4. That this contract may be cancelled or terminated by the school district and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this portion of the contract.

B. **HUMAN RELATIONS ACT** - The provisions of the Pennsylvania Human Relations Act, Act 222, of October 27, 1955 (P.L.744) (43 P.S. Section 951 et. seq.) of the Commonwealth of Pennsylvania, prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability by employer's employment agencies, labor organizations, contractors and others. The Contractor shall agree to comply with the provisions of this Act **as amended** that are made part of this specification. Your attention is directed to the language of the Commonwealth's nondiscrimination clause in 16 PA Code 49.101.

C. **STEEL PRODUCTS PROCUREMENT ACT** - In accordance with the "Steel Products Procurement Act", Act 3, of 1978, all steel products used in construction of this project shall be of steel produced in the United States. (In accordance with Act 161 of 1982 cast iron products used in the construction of this project shall be produced in the United States.)

D. **EMPLOYEE BACKGROUND CHECKS** - All contractors shall have a background check done on all employees and all subcontractors' employees working at the project site. Background checks shall be in accordance with Act 34 of 1985, Section 111 of the Pennsylvania School Code of 1949, as amended. Report or background check shall not be more than one (1) year old.

All contractors shall submit the original background check to the Project Engineer or the Owner prior to an employee entering the job site.

No person shall be employed on the project if their criminal history record information indicates the employee has been convicted, within five (5) years immediately preceding the date of the report, of any offense listed in Section 111 of the Pennsylvania School Code of 1949, as amended.

- E. **PENNSYLVANIA CHILD ABUSE HISTORY CLEARANCE** - See following pages.
- F. **ANTI-POLLUTION LEGISLATION** - On October 26, 1972, House Bill Number 1969 was enacted into law. This Act (No. 247) became effective on November 25, 1972. It requires that bidders on construction contracts for the Commonwealth of Pennsylvania be advised of those provisions of Federal and State statutes, rules and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that affect the project on which bids are being received.

The bidder shall thoroughly acquaint himself with the terms of the listed statutes, rules and regulations. No separate or additional payment will be made for such compliance. In the event that the listed statutes, rules and regulations are amended or if new statutes, rules or regulations become effective, after date of receipt of bids, upon receipt of documentation which causes the Contractor to perform additional work, the Owner may issue a change order of deviation request setting forth the additional work that must undertaken. This change order or deviation request shall not invalidate the Contract.

It is the responsibility of the Contractor to determine what local ordinances if any will affect his work. He shall check for any county, city, borough or township rules or regulations applicable to the area in which the project is being constructed and, in addition, for any rules or regulations of other organizations having jurisdiction such as chambers-of-commerce, planning commissions, industries or utility companies who have jurisdiction over lands which the Contract occupies. Any costs of compliance with local controls shall be included in the price bid, even though documents of such local controlling agencies are not listed herein.

- G. **PENNSYLVANIA PREVAILING WAGE ACT. NO. 442** – Bidders are advised that this project is one which will be subject to and will be governed by provisions of Pennsylvania Prevailing Wage Act, including amendments and supplements.
- H. **SALES AND USE TAX** - The Contractor agrees to assign and transfer to the Owner all its rights to sales and use tax which may be refunded as a result of a claim for refund for materials purchased in connection with this Contract. The Contractor agrees to require any subcontractors to provide access to the Owner of accounting records relating to this Contract and to obtain their agreement not to seek refund for any sales or use tax, which is the subject of this assignment.
- I. **ACCESS TO RECORDS** - The Owner shall be afforded access to all of the Contractor's accounting records relating to this Contract and the Contractor shall preserve all such records for a period of three (3) years or longer as may be required by law after the final payment.
- J. **EXCISE TAXES** - It is understood that the Owner is exempt from the payment of excise taxes. Should the Contractor desire to be exempt from such tax, the Contractor agrees to present to the Owner properly prepared Exemption Certificates for execution. Such certificates will be presented only for items furnished under this Contract, will list items and quantities delivered, and will state the names and addresses of manufacturers and suppliers of items listed and subject to excise tax.
- K. **EROSION CONTROL** - General Contractor shall comply with all rules and regulations of Chapter 102, Title 25, of Pennsylvania Soils Erosion and Sedimentation control. Prior to any grading, the Contractor shall prepare an erosion control site plan and obtain Department of Environmental Resources approval.

The plan shall be maintained at the site and shall indicate how the Contractor plans to control

erosion caused by storm water and prevent silt and sedimentation being distributed off site.

Control shall be provided by channels, dikes, sedimentation basins, protection of stockpiled or uncontrolled soil, or any other means necessary; all in accordance with the requirements of the Pennsylvania Department of Environmental Resources.

- L. **PUBLIC WORKS EMPLOYMENT VERIFICATION FORM REQUIREMENT OF THE PENNSYLVANIA PUBLIC WORKS EMPLOYMENT VERIFICATION ACT AS ADOPTED IN 2012** – All contractors must submit a “Public works Employment Verification Form” to the school district at the time when performance and payment bonds are submitted. Submission of this form is a precondition of the contract being awarded and executed. The requirement applies to all employees hired by the contractor or subcontractor, regardless of whether the employee will be working onsite or offsite. This requirement does not apply to an entity that is solely a material supplier for the project.
- M. **ACT 82 OF 2012 – ARREST OR CONVICTION FORM UNDER ACT 24 AND 82 OF 2012** – Act 82 of 2012, signed into law on June 30, 2012, amends Section 111 of the School Code which provides for background checks for employees of public schools, private schools, intermediate units and area vocational-technical schools who have direct contact with children. Section 111 also applies to independent contractors and their employees who have direct contact with children and to student teachers and student teacher candidates assigned to public and private schools. The amendments clarify that the employment prohibitions contained in Section 111(e) and Section 111(f.1) of the School Code, based on conviction of certain offenses, apply to both current and prospective employees. The changes to Section 111 went into effect on June 30, 2012.

**TECHNICAL SPECIFICATIONS  
BITUMINOUS CONCRETE PAVING, RESURFACING AND REPAIR**

**DESCRIPTION OF WORK**

This specification covers the installation, resurfacing and repairing of bituminous concrete paving. The Contractor will furnish all labor, materials, equipment, supervision, insurance, safety, protective measures and all services necessary to perform the work in accordance with the drawings and specifications, including, but not limited to the following.

- New Bituminous Concrete Paving
- New Bituminous Concrete Paving over Existing Paved Surface
- Asphalt Emulsion Slurry Seal, Type II
- Neoprene Modified Asphalt Crack and Joint Sealer N.M.A. - Hot Pour
- Tar Emulsion Seal Coating

**Note: Contractor is responsible for all utility casting grade adjustments.**

I. New Bituminous Concrete Paving

A. Scope of Work

Furnish all labor, materials, equipment and supervision required for the installation of new bituminous concrete paving as indicated on the attached drawings. This work will consist of removal of existing concrete curbs and sidewalks, regrading to provide positive drainage which includes excavation, backfilling and compaction, installation of stabilized stone sub base, bituminous paving and patching of existing areas disturbed by work under this contract. All work shall be performed in accordance with the specifications and drawings.

B. Site Visitation

The Contractor shall visit the premises so as to fully understand all of the existing conditions and limitations relative to the work. No increase in cost or extension of performance time will be considered for failure to know any condition.

C. Demolition - Removal and Patching

Remove all existing concrete curbs and sidewalks as shown on the accompanying drawings and as specified. Remove all debris resulting from demolition of concrete curbs and sidewalks offsite. Repair all disturbed areas affected by the work under this contract. Provide the necessary repairs to the public streets as required by the construction. All such repairs shall conform to the applicable requirements of the local municipality.

D. Layout - Grade Control

The Contractor shall layout the work and make any minor adjustments in location as Owner should require. Upon receiving approval of final location, work can be started. All further lines and levels must be laid out by the Contractor who will establish and maintain required lines and elevations and who will be held responsible for their accuracy.

E. Excavation and Backfilling

Perform all required excavation as needed for the installation of new bituminous paved areas. Upon completion of new bituminous paving, fill and grade all disturbed areas to meet existing grades and new work. Excess excavated materials shall be placed on site by the Contractor in a location as directed by the Owner.

F. Bituminous Concrete Paving

Bituminous paving, stabilized base and stone sub base shall be applied in thickness shown on drawings.

1. Materials

- a) Base Course Aggregate: Sound, angular, crushed stone, crushed gravel, or crushed slag, sand, stone or slag screenings.
- b) Surface Course Aggregate: Crushed stone, crushed gravel, crushed slag, and sharp-edged natural sand.
- c) Mineral Filler: Limestone dust, Portland cement, or other inert material complying with AASHTO M 17 (ASTM D 242).
- d) Asphalt Cement: Comply with AASHTO M 226 (ASTM D 3881).
- e) Prime Coat: Cut-back asphalt type MC-30, MC-70, or MC-250.
- f) Tack Coat: Emulsified asphalt, SS-1, SS-1h, CSS-1, or CSS-1h, diluted with one part water to one part emulsified asphalt.

2. Weather Limitations

Construct asphalt concrete surface course only when atmospheric temperature is above 50° F., and when temperature has not been below 35° F. for 12 hours immediately prior to application. Apply only when base is dry. When any moisture is visible on the surface of any base, the operations shall be suspended.

3. Paving Construction

- a) Stone Sub Base: Base course will be placed upon a 6" thick, ¾" crushed stone sub base.

- b) Stabilized Base Course: Shall be hot mixed bituminous concrete base course applied in one course, 3” thickness after compaction. Materials and methods of construction shall conform to Pennsylvania Department of Transportation specifications.
- c) Surface Course: Shall be hot mixed, hot laid bituminous concrete wearing course ID-2 applied in one course 1 ½” compacted thickness.

#### 4. Placing Bituminous Mixture

Prior to placing new surface course, clean all existing surfaces to receive new surface course, and apply tack coat. Place asphalt concrete mixture on prepared surface, spread and strike-off. Spread mixture at minimum temperature of 225° F. Place inaccessible and small areas by hand. Place to required grade, cross-section, and compacted thickness.

Edge of paving not abutting curbs or other construction shall be formed to sharp straight lines or accurately formed radii.

Finished surfaces shall be true and even and free of low spots or humps. Paved areas shall drain properly.

#### 5. Rolling

Begin rolling when mixture will bear roller weight without excessive displacement. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.

- a) Breakdown Rolling: Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling, and repair displaced areas by loosening and filling, if required, with hot material.
- b) Second Rolling: Follow breakdown rolling as soon as possible, while mixture is hot. Continue second rolling until mixture has been thoroughly compacted.
- c) Finish Rolling: Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until roller marks are eliminated and course has attained maximum density.
- d) Patching: Remove and replace paving areas mixed with foreign materials and defective areas. Cut out such areas and fill with fresh, hot asphalt concrete. Compact by rolling to maximum surface density and smoothness.

#### 6. Protection

After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

II. New Bituminous Paving Over Existing Paved Surface

A. Scope of Work

Furnish all labor, materials, equipment and supervision required for the resurfacing of existing bituminous paving as shown on the attached drawing. This work will consist of proof-rolling existing surface to check for unstable areas, repairing all potholes and ruts, cleaning existing surface, applying tack coat, installing new fabric membrane interlayer and bituminous surface and patching of existing areas disturbed by work under this contract. All work shall be performed in accordance with the specifications and drawings.

B. Site Visitation

The Contractor shall visit the premises so as to fully understand all of the existing conditions and limitations relative to the work. No increase in cost or extension of performance time will be considered for failure to know any condition.

C. Preparation of Existing Surface

Prepare existing bituminous surface as required for installation of new surface course, fill in potholes, ruts, etc. with bituminous paving material and compact to provide a leveled surface. Proof roll existing surface to check for unstable areas and areas requiring additional compaction.

1. Crack Repair

This work to include removal of dirt, grass and vegetation by air blowing and routing with a wire wheel brush and then sealing with hot pour neoprene crack sealer. Neoprene crack and joint sealer as specified elsewhere.

2. Patching

This item will consist of providing all material, labor, equipment and supervision required to repair potholes or broken areas at the locations as determined by the Owner. These areas shall be properly cut out with vertical edges to the depth of the stone sub base. The deteriorated material shall be removed and disposed of by the Contractor. The base course shall then be properly shaped and compacted. Bituminous concrete base course shall be used to reconstruct the pavement to the height and slope of the adjoining surface. The edges of these patches shall be sealed prior to the application of the hot mixed bituminous concrete surface course.

D. Membrane Interlayer

The fabric for Fabric Membrane Interlayer shall be a needled, heatset on one side, and 100% polypropylene fabric which conforms to the following properties when tested by the appropriate ASTM method:

<u>Method</u>	<u>Test</u>	<u>*Minimum</u>
Tensile Strength, lbs.	ASTM D-4632	90
Elongation at Break, %	ASTM D-4632	50



Puncture Strength, lbs.	ASTM D-4833	55
Weight, oz./sq.yd.	ASTM D-3776	3.6
Asphalt Retention gal./sq. yd.	Task Force 25 Method 8	0.20

\* All values represent certifiable minimum values in the weakest principal direction of the fabric. Each roll of fabric must meet or exceed these minimum test values when sampled according to ASTM D-4354-84.

The fabric shall be equal to “Petromat” as manufactured by Philips Fibers Corporation. The fiber shall have a demonstrated field performance of compatibility with recycling methods.

1. Preparation to Surface

Prior to placing the fabric, the existing pavement to receive the fabric shall be cleaned to the satisfaction of the Engineer of all materials such as, but not limited to, vegetation, sand, dirt, gravel and water.

Cracks ¼” or larger will be cleaned and filled with hot pour rubber sealant meeting federal highway or local state D.O.T. requirements. Hot pour rubber sealant to be heated in a double-jacketed diesel power kettle. Cracks larger than 2” to be filled with a hot mix material, at the direction of the Engineer.

2. Placement of Fabric

Placement of the fabric shall be made only under the following conditions:

- a) The ambient air temperature is above 40° F. and rising.
- b) The pavement is dry and the pavement temperature is 40° F and rising.
- c) The surface area to receive the fabric shall be sprayed with paving grade asphalt cement at a rate of 0.25 gallons per square yard, except at intersections where the application rate, 15 feet before and after each stop line, should be in the range of 0.20 gallons per square yard. The exact application rate and type of asphalt cement to be determined by the Engineer depending upon the surface condition of the existing pavement. The asphalt shall be sprayed uniformly with suitable metered distributor equipment. Good practice dictates that the asphalt binder be spread in the range of 290° and 365° F, and preferably greater than 325° F.
- d) The width of asphalt application will be the fabric width, plus 4 inches. The fabric shall overlap 2 to 4 inches at the longitudinal joints and no more than 2 inches at the transverse joints. No joints shall be lapped with more than two layers of fabric. Transverse joints shall be shingled in the direction of the paving to prevent edge pickup by the paver. The fabric shall be placed into the asphaltic binder with a minimum of wrinkles that lap, and broomed or squeezed to remove any bubbles prior to the binder cooling substantially enough so the fabric will not adhere to it. The equipment for placing the fabric shall be mechanized and capable of handling full rolls of fabric. The test for cutting wrinkles shall be made by gathering together the fabric in a wrinkle. If the height of the doubled

portion of extra fabric is ½” or more, the fabric should be slit to remove the wrinkle and allowed to lay flat. Brooming will maximize fabric contact with pavement surface. The equipment used to place the fabric is subject to approval by the Engineer.

To enhance the bond of the fabric with the existing pavement and to smooth out any wrinkles and fold in the fabric, the Contractor may be required to pneumatically roll the fabric after it is placed. The Engineer will make the determination if this is necessary. (This is a recommended procedure, especially if an open-graded friction course or chip seal is to be placed over the fabric.)

Turning of the paving machine or other vehicles on the fabric should be gradual and kept to a minimum to avoid damage to the membrane. Should equipment tires tend to stick to the fabric during pavement operations, small quantities of asphalt concrete shall be broadcast ahead to prevent pickup of the fabric.

To insure proper installation of fabric membrane system, only a manufacturer certified installer shall be used. The installer shall have adequate experience and job references in like projects. If none are available, a manufacturer’s representative will be present at all times during the placement of the asphalt overlay membrane.

The contract price per square yard for the Fabric Membrane Interlayer shall include full compensation for furnishing all labor and material, including asphalt sealant, tools, equipment, incidentals and for doing all work involved in furnishing and placing the fabric complete in place as shown on the plans and/or as directed by the Engineer.

#### E. Bituminous Concrete Paving

Bituminous surface course shall be hot mixed bituminous concrete wearing course type ID-2 applied in one course at least 2” thick after compaction. Materials and methods of construction shall conform to Pennsylvania Department of Transportation specifications.

##### 1. Materials

- a) Surface Course Aggregate: Crushed stone, crushed gravel, crushed slag, and sharp edged natural sand.
- b) Mineral Filler: Limestone dust, Portland cement, or other inert materials complying with AASHTO M17 (ASTM D 242).
- c) Asphalt Cement: Comply with AASHTO M 226 (ASTM DD 3881).
- d) Tack Coat: Emulsified asphalt, SS-1, SS-1h, CSS-1, or CSS-1h, diluted with one part water to one part emulsified asphalt.

##### 2. Weather Limitations

Construct asphalt concrete surface course only when atmospheric temperature is above 50° F., and when base is dry. Apply tack coat only when ambient temperature is above 50°F., and when temperature has not been below 35° F. or 12 hours immediately prior to

application. Apply only when base is dry. When any moisture is visible on the surface of any base, the operations shall be suspended.

3. Placing Bituminous Mixture

Prior to placing new surface course, clean all existing surfaces to receive new surface course, and apply tack coat. Place asphalt concrete mixture on prepared surface, spread and strike off. Spread mixture at minimum temperature of 225° F. Place inaccessible and small areas by hand. Place to required grade, cross section, and compacted thickness.

Edge of paving not abutting curbs or other construction shall be formed to sharp straight lines or accurately formed radii.

Finished surfaces shall be true and even and free of low spots or humps. Paved areas shall drain properly.

4. Rolling

Begin rolling when mixture will bear roller weight without excessive displacement. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.

- a) Breakdown Rolling: Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling, and repair displaced areas by loosening and filling, if required, with hot material.
- b) Second Rolling: Follow breakdown rolling as soon as possible, while mixture is hot. Continue second rolling until mixture has been thoroughly compacted.
- c) Finish Rolling: Perform finish rolling while mixture is still warm enough to removal of roller marks. Continue rolling until roller marks are eliminated and course has attained maximum density.
- d) Patching: Remove and replace paving areas mixed with foreign materials and defective areas. Cut out such areas and fill with fresh, hot asphalt concrete. Compact by rolling to maximum surface density and smoothness.

5. Protection

After final rolling do not permit vehicular traffic on pavement until it has cooled and hardened. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

III. Asphalt Emulsion Slurry Seal Type II

A. Scope of Work

Furnish all labor, materials, equipment and supervision required for the installation of an asphalt emulsion slurry seal coat, at the locations shown on the attached drawings. This work will consist of proof rolling existing surface to check for unstable areas, the complete preparation of existing surfaces including patching and cleaning, placement of slurry seal surface, and patching of existing areas disturbed by the work. All work shall be performed in accordance with the

specifications and drawings.

B. Site Visitation

The Contractor shall visit the premises so as to fully understand all of the existing conditions and limitations relative to the work. No increase in cost or extension of performance time will be considered for failure to know any condition.

C. Preparation of Existing Surface

Prepare existing bituminous surface as required for installation of new surface course, fill in all potholes, ruts, etc. with bituminous paving material and compact to provide for a leveled surface. Proof roll existing surface to check for unstable areas and areas requiring additional compaction.

1. Crack Repair

This work to include removal of the dirt, grass and vegetation by air blowing and routing with a wire wheel brush and then sealing with hot pour Neoprene crack and joint sealer s specified elsewhere.

2. Patching

This item will consist of providing all material, labor, equipment and supervision required to repair potholes or broken areas at the locations as determined by the Owner. These areas shall be properly cut out with vertical edge4s to the depth of the stone sub base. The deteriorated material shall be removed and disposed of by the Contractor. The base course shall then be properly shaped and compacted. Bituminous concrete base course shall be used to reconstruct the pavement to the height and slope of the adjoining surface. The edges of these patches shall be sealed prior to the application of the hot mixed bituminous concrete surface course

3. Cleaning

Immediately prior to applying the asphalt emulsion slurry, the existing bituminous surface shall be cleaned of all loose material, vegetation and other objectionable materials. This includes removal of grass and vegetation by routing with a wire wheel brush. Standard cleaning methods may be used to clean pavement except water flushing which will not be permitted.

D. Materials

The materials going into the slurry surface mix shall be proportioned in accordance with the design formula based on those materials. This formula shall be approved by the Owner prior to the start of any work. No change in the type or source of any ingredients shall be permitted without the submission and approval of a new design. The Contractor shall submit a complete laboratory analysis and test report before the job starts.

Samples of the aggregate, the emulsion and the mineral filler going into the mix shall be furnished to the Owner by the Contractor during the progress of the work.

1. Selection of Materials

Selection of materials for this project and the approximate rate or percentage of each material by weight in the slurry surface mix shall be in accordance with the following:

<u>Material</u>	<u>Grade</u>	<u>Rate of Percentage</u>
Emulsion	Cationic Grade CSS-1h	Asphalt Content 7.5 to 13.5%
Aggregate	Broken Stone or blast furnace slag screenings	Minimum 10 lbs./S.Y
Mineral Filler	Portland cement	1 to 3%
Water		As per design formula

Note: All material requirements are based on dry weight of aggregate.

- a) Asphalt Emulsion: Shall meet the current specifications of the American Association of State Highway and Transportation Officials for Cationic Emulsified Asphalt, Grade CSS-1h, except that the penetration of the distillation residue shall be 40-100.
- b) Aggregate: Shall be broken stone and/or blast furnace slag, meeting the quality requirements set forth in the standard specifications and within the gradation ranges set forth below.

When aggregates of different sizes must be blended to obtain the proper gradation required for the slurry seal operation, the various sizes to be blended shall provide a complete and uniform mixture of the ingredients.

- c) Mineral Filler: Shall be Portland cement, meeting the requirements of the standard specifications.
- d) Gradation: The combined aggregate and mineral filler shall meet the following gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
1/2"	100
3/8"	100
No. 4	85-100
8	65-90
16	45-75
30	30-55
50	18-35
100	10-21
200	5-15

- e) Water: Shall be potable and free from harmful soluble salts.

## E. Equipment

All equipment, tools and machines used in the performance of this work shall be maintained in satisfactory working order at all times.

### 1. Slurry Mixing Equipment

The slurry mixing machine shall be a continuous flow mixing unit designed to accurately deliver predetermined proportions of aggregate, asphalt, emulsion, mineral filler and water to a mixing chamber, and of discharging to thoroughly, uniformly mixed product complying with the design formula, on a continuous basis. The aggregate shall be pre-wetted immediately prior to mixing with the emulsion. The mixing unit of the mixing chamber shall be capable of thoroughly blending all ingredients together without violent action.

The machine shall also be equipped with a water pressure system and fog type spray bar adequate for completely fogging the surface preceding the slurry spread with a maximum application of 0.05 gallons of water per square yard.

Sufficient machine storage capacity to properly mix and apply a minimum of ten tons of slurry shall be provided. A certified calibration chart of the emulsion tank shall be carried on the machine at all times.

The slurry machine must have been calibrated prior to commencing operations. The amount of each material proposed to be used on the contract - the aggregate, the asphalt emulsion and the mineral filler - shall be separately determined by the calibration, and these quantities must meet the requirements of the approved design formula.

### 2. Slurry Spreading Equipment

Attached to the mixer machine shall be a mechanical type squeegee distributor box having flexible material in contact with the road surface to prevent loss of slurry from the distributor. The box shall be so maintained as to prevent loss of slurry on varying grades and crowns by adjustments to assure uniform spread. There shall be a steering device and a flexible strike off. The spreader box shall be designed to apply varying widths of slurry. It shall be kept clean, and buildup of asphalt on the box shall not be permitted.

### 3. Auxiliary Equipment

Hand squeegees, shovels and all other necessary equipment shall be provided to perform the work in a proper manner.

## F. Methods of Construction

### 1. Preparation of Existing Surface

Preparation of existing surface, removal of vegetation and other foreign material, and cleaning and sweeping shall be completed by the Contractor.

2. Traffic Control

Vehicular traffic control at the job site and protection of the work in progress shall be the responsibility of the Contractor. Any damage to the uncured slurry will be the responsibility of the Contractor.

3. Weather Limitations

The slurry treatment shall be applied only when the existing surface is dry or slightly damp, without the existence of any free water, and when the pavement temperature is above 40° F., and the atmospheric temperature is above 50° F.

4. Mixing and Spreading

The pavement surface shall be fogged with water directly preceding the spreading of each course. The mixture shall be of the proper consistency when deposited on the surface and no additional elements shall be provided. Total mixing time shall not exceed four minutes. A sufficient amount of seal mix shall be carried in all parts of the spreader at all times so that complete coverage of the pavement is obtained. No lumping, balling, or unmixed aggregate shall be permitted. No segregation of the emulsion and aggregate fines from the coarse aggregate will be allowed. If coarse aggregate settles to the bottom of the mix, the unsatisfactory material shall be removed from the pavement. No excessive breaking of the emulsion shall be allowed in the spreader box.

5. Joints

No excessive buildup or unsightly appearance shall be permitted on either longitudinal or transverse joints.

6. Hand Work

Hand squeegees or other tools approved by the Engineer shall be used to spread the slurry mix in areas not accessible to machine spreading. Care must be exercised in this operation to make sure no unsightly appearance is created by this handwork. The mix used in this operation must be uniform with no broken emulsion and without excess water.

7. Curing

It is anticipated that the treatment may be opened to traffic within three hours, but not until the Engineer has given his approval. Parking shall be prohibited for twenty-four hours after the work is finished.

The cured slurry shall have a homogenous appearance, fill all cracks, adhere firmly to the surface, and have a skid resistant texture.

IV. Neoprene Modified Asphalt Crack and Joint Sealer N.M.A. - Hot Pour

The Neoprene Modified Asphalt Crack and Joint Sealer shall be a homogeneous blend of specially selected asphaltic cements, quality mineral filler and neoprene, produced to give all the desirable properties of a mineral filled asphalt cement and a neoprene modified asphalt cement. The end result

shall be a crack and joint sealer of high cohesive and adhesive strength and resiliency, which can be used as a crack and joint sealer for concrete or asphalt pavements.

A. Application Temperature

Application temperature shall be 275° to 350° F. It can be handled in any type asphalt-heating kettle without special provision for closely controlled heating.

B. Material Specifications

N.M.A.

Softening Point (Ball & Ring)  
A.S.T.M. D-36 - Current 140 - 150° F

Penetration @ 0° C., 200 grams  
5 seconds, A.S.T.M. D-5 - Current 20 minimum

Penetration @ 25° C., 100 grams  
5 seconds, A.S.T.M. D-5 - Current 40 - 55

Specific Gravity - A.S.T.M. D-71 - Current 1.17 - 1.21

Ductility - A.S.T.M. D-113 - Current  
0° C. (5 Cm/Min) Minimum 5 Cm  
25° C. (5 Cm/Min) Minimum 50 Cm

Force Ductility (E.I.DuPont Method)  
(5° C/41° F - 5 Cm/Min)  
Force @ 15 Cm elongation, Minimum 5 lbs.  
Force @ 25 Cm elongation, Minimum 4 lbs.

\*Torsional Recovery (E.I.DuPont Method)  
After 30 seconds @ 77° F. Minimum 14%  
After 30 seconds @ 77° V. Minimum 25%

Neoprene - Minimum 1.5%  
Inert Filler (Slate dust) Maximum 20%  
Application Temperature 275 - 350° F.

\*The torsional recovery test was devised to measure the elasticity imparted to a bituminous material by an elastomer. The scope of this test is to determine the degree of recovery which an elastomer modified asphalt undergoes after distortion through an arc of 180° F.

C. Packaging

Containers: Double head, light gauge, non-returnable steel drums, 55 gallon or 15 gallon capacity, weighing approximately 550 lbs. And 140 lbs., respectively.

V. Tar Emulsion Seal Coating

A. Scope of Work



Furnish all labor, materials, equipment and supervision required for the installation of a two (2) course application of coal tar emulsion. This work will consist of the necessary cleaning prior to application of coal tar emulsion. All work shall be performed in accordance with the specifications and drawings.

B. Site Visitation

The Contractor shall visit the premises so as to fully understand all of the existing conditions and limitations relative to the work. No increase in cost or extension of performance time will be considered for failure to know any condition.

C. Preparation of Existing Surface

Immediately prior to applying the coal tar emulsion, the existing bituminous surface shall be cleaned of all loose material, vegetation and other objectionable materials. This includes removal of grass and vegetation by routing with a wire wheel brush. Standard cleaning methods may be used to clean pavement except water flushing, which will not be permitted.

D. Traffic Control

Vehicular traffic control at the job site and protection of the work in progress shall be the responsibility of the Contractor. Any damage to the uncured slurry will be the responsibility of the Contractor.

E. Application

The coal tar emulsion shall be mixed with three (3) to five (5) pounds of sand per gallon of coal tar emulsion for an anti-slip surface. All coal tar emulsion must meet Federal Specifications RP335D and be rubberized.

The work will consist of a two (2) course application of coal tar emulsion.



NESHAMINY SCHOOL DISTRICT  
BID 16 - 18 – Bituminous Concrete Paving and Resurfacing  
NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_ County of \_\_\_\_\_

I, \_\_\_\_\_ of the \_\_\_\_\_ of  
(city, town, borough)

\_\_\_\_\_, in the County of \_\_\_\_\_,

State of \_\_\_\_\_, of full age, being duly sworn according to law on my  
oath dispose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_.

The bidder making the Proposal for the above-named projects and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any actions in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the State of Pennsylvania relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by:

\_\_\_\_\_  
(Name of Firm) (Signature) (Date)

Subscribed and worn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Seal) notary Public of

My commission expires \_\_\_\_\_, 20\_\_\_\_\_

**THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH BID**

# PENNSYLVANIA CHILD ABUSE HISTORY CERTIFICATION

Type or print clearly in ink. If obtaining this certification for non-volunteer purposes or if, as a volunteer having direct volunteer contact with children, you have obtained a certification free of charge within the previous 57 months, enclose an \$8.00 money order or check payable to the PENNSYLVANIA DEPARTMENT OF HUMAN SERVICES or a payment authorization code provided by your organization. **DO NOT send cash.**

Certifications for the purpose of "volunteer having direct volunteer contact with children" may be obtained free of charge once every 57 months.

Send to CHILDLINE AND ABUSE REGISTRY, PA DEPARTMENT OF HUMAN SERVICES, P.O. BOX 8170 HARRISBURG, PA 17105-8170.

**APPLICATIONS THAT ARE INCOMPLETE, ILLEGIBLE OR RECEIVED WITHOUT THE CORRECT FEE WILL BE RETURNED UNPROCESSED. IF YOU HAVE QUESTIONS CALL 717-783-6211, OR (TOLL FREE) 1-877-371-5422.**

## PURPOSE OF CERTIFICATION (Check one box only)

- |   |   |
|---|---|
| <input type="checkbox"/> Foster parent<br><input type="checkbox"/> Prospective adoptive parent<br><input type="checkbox"/> Employee of child care services<br><input type="checkbox"/> School employee governed by the Public School Code<br><input type="checkbox"/> School employee not governed by the Public School Code<br><input type="checkbox"/> Self-employed provider of child-care services in a family child-care home<br><input type="checkbox"/> An individual 14 years of age or older applying for or holding a paid position as an employee with a program, activity, or service<br><input type="checkbox"/> An individual seeking to provide child-care services under contract with a child care facility or program<br><input type="checkbox"/> An individual 18 years or older who resides in the home of a foster parent for children for at least 30 days in a calendar year<br><input type="checkbox"/> An individual 18 years or older who resides in the home of a certified or licensed child-care provider for at least 30 days in a calendar year<br><input type="checkbox"/> An individual 18 years or older, excluding individuals receiving services, who resides in a family living home, community home for individuals with an intellectual disability, or host home for children for at least 30 days in a calendar year<br><input type="checkbox"/> An individual 18 years or older who resides in the home of a prospective adoptive parent for at least 30 days in a calendar year | <input type="checkbox"/> Volunteer having direct volunteer contact with children<br><p><b>If purpose is volunteer having direct volunteer contact with children, choose SUB PURPOSE:</b></p> <input type="checkbox"/> Big Brother/Big Sister and/or affiliate<br><input type="checkbox"/> Domestic violence shelter and/or affiliate<br><input type="checkbox"/> Rape crisis center and/or affiliate<br><input type="checkbox"/> Other: _____<br><input type="checkbox"/> PA Department of Human Services Employment & Training Program participant (signature required below)<br><br><div style="text-align: center;">                 _____<br/>                 SIGNATURE OF OIM/CAO REPRESENTATIVE             </div> <div style="text-align: right;">                 _____<br/>                 OIM/CAO PHONE NUMBER             </div> |
|---|---|

AGENCY/ORGANIZATION NAME:

PAYMENT AUTHORIZATION CODE, IF APPLICABLE:

Consent/Release of Information Authorization form is attached. Applicant must fill in the "Other Address" sections. By completing the other address sections, you are agreeing that the organization will have access to the status and outcome of your certification application.

## APPLICANT DEMOGRAPHIC INFORMATION (DO NOT USE INITIALS)

FIRST NAME	MIDDLE NAME	LAST NAME	SUFFIX
SOCIAL SECURITY NUMBER — — — — —	GENDER <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Not reported	DATE OF BIRTH (MM/DD/YYYY)	AGE

Disclosure of your Social Security number is voluntary. It is sought under 23 Pa.C.S. §§ 6336(a)(1) (relating to information in statewide database), 6344 (relating to employees having contact with children; adoptive and foster parents), 6344.1 (relating to information relating to certified or licensed child-care home residents), and 6344.2 (relating to volunteers having contact with children). The department will use your Social Security number to search the statewide database to determine whether you are listed as the perpetrator in an indicated or founded report of child abuse.

HOME ADDRESS	MAILING ADDRESS (if different from home address)	OTHER ADDRESS (if Consent/Release of Information Authorization form is attached)
ADDRESS LINE 1	ADDRESS LINE 1	ADDRESS LINE 1
ADDRESS LINE 2	ADDRESS LINE 2	ADDRESS LINE 2
CITY	CITY	CITY
COUNTY	COUNTY	COUNTY
STATE/REGION/PROVINCE	STATE/REGION/PROVINCE	STATE/REGION/PROVINCE
ZIP/POSTAL CODE	ZIP/POSTAL CODE	ZIP/POSTAL CODE
COUNTRY	COUNTRY	COUNTRY
<input type="checkbox"/> Different mailing address	ATTENTION	ATTENTION

## CONTACT INFORMATION

HOME TELEPHONE NUMBER	WORK TELEPHONE NUMBER	MOBILE TELEPHONE NUMBER
EMAIL (By submitting an email contact, you are agreeing to ChildLine contacting you at this address.)		

# PENNSYLVANIA CHILD ABUSE HISTORY CERTIFICATION

PREVIOUS NAMES USED SINCE 1975 (Include maiden name, nickname and aliases.)			
First	Middle	Last	Suffix
1.			
2.			
3.			
4.			
5.			

PREVIOUS ADDRESSES SINCE 1975 (Please list all addresses since 1975, partial address acceptable; attach additional pages if necessary.)
1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

HOUSEHOLD MEMBERS (Please list everyone who lived with you at any time since 1975 to present. Please include parent, guardian or the person(s) who raised you; attach additional pages as necessary.)				
Name (First, Middle, Last)	Relationship	Present Age	Gender	
1.	<input type="checkbox"/> Parent <input type="checkbox"/> Guardian <input type="checkbox"/> person(s) who raised you			
2.	<input type="checkbox"/> Parent <input type="checkbox"/> Guardian <input type="checkbox"/> person(s) who raised you			
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

I affirm that the above information is accurate and complete to the best of my knowledge and belief and submitted as true and correct under penalty of law (Section 4904 of the Pennsylvania Crimes Code). If I selected volunteer, I understand that I can only use the certificate for volunteer purposes.

APPLICANT'S SIGNATURE
DATE

CHILDLINE USE ONLY		
DATE RECEIVED BY CHILDLINE	SUFFICIENT PAYMENT INFORMATION RECEIVED <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> VALID PAYMENT AUTHORIZATION CODE <input type="checkbox"/> WAIVED (supervisor initials) _____	CERTIFICATION ID #

# INSTRUCTIONS TO COMPLETE THE PENNSYLVANIA CHILD ABUSE HISTORY CERTIFICATION APPLICATION:

## General:

- Type or print clearly and neatly in ink only.
- If obtaining this certification for non-volunteer purposes or if, as a volunteer having direct volunteer contact with children, you have obtained a certification free of charge within the previous 57 months, enclose an \$8.00 money order or check for each application. No cash will be accepted. Personal, agency, or business checks are acceptable. Certifications for the purpose of "volunteer having direct volunteer contact with children" may be obtained free of charge once every 57 months. If no payment is enclosed for a non-volunteer purpose, you must provide a payment authorization code, otherwise your application will be rejected and returned to you.
- **DO NOT SEND POSTAGE PAID RETURN ENVELOPES** for us to return your results. Results are issued through an automated system generated mailing process.
- Certification results will be mailed to you within 14 days from the date the certification application is received at the ChildLine and Abuse Registry.
- Failure to comply with the instructions will cause considerable delay in processing the results of an applicant's child abuse history certification application.

## Purpose of Certification - Do not check more than one box:

- Check the **foster parent** box if applying for purposes of providing foster care.
- Check the **prospective adoptive parent** box if applying for the purpose of adoption.
- Check the **employee of child care services** box if applying for the purpose of child care services in the following:
  - Child day care centers; group day care homes; family day care homes; boarding homes for children; juvenile detention center services or programs for delinquent or dependent children; mental health services for children; services for children with intellectual disabilities; early intervention services for children; drug and alcohol services for children; and day care services or other programs that are offered by a school.
- Check the **school employee governed by the Public School Code** box if you are a school employee who is required to obtain background checks pursuant to Section 111 of the Public School Code and will continue to be required to obtain background checks prior to employment in accordance with that section and on the periodic basis required by Act 153.
- Check the **school employee not governed by the Public School Code** box if you are a school employee not governed by Section 111 of the Public School Code, but covered by Act 153 (pertaining to school employees in institutions of higher education).

Definition of school employee: A school employee is defined as an individual who is employed by a school or who provides a program, activity or service sponsored by a school. The term does not apply to administrative or other support personnel unless they have direct contact with children.

Definition of school: A facility providing elementary, secondary or postsecondary educational services. The term includes the following:

- (1) Any school of a school district.
  - (2) An area vocational-technical school.
  - (3) A joint school.
  - (4) An intermediate unit.
  - (5) A charter school or regional charter school.
  - (6) A cyber charter school.
  - (7) A private school licensed under the act of January 28, 1988 (P.L.24, No. 11), known as the Private Academic Schools Act.
  - (8) A private school accredited by an accrediting association approved by the state Board of Education.
  - (9) A non-public school.
  - (10) An institution of higher education.
  - (11) A private school licensed under the act of December 15, 1986 (P.L. 1585, No. 174), known as the Private Licensed Schools Act.
  - (12) The Hiram G. Andrews Center.
  - (13) A private residential rehabilitative institution as defined in section 914.1-A(c) of the Public School Code of 1949.
- Check the **self-employed provider of child-care services in a family child-care home** if providing child care services in one's home (other than the child's own home) at any one time to four, five, or six children who are not relatives of the caregiver.
  - Check the **individual 14 years of age or older who is applying for or holding a paid position as an employee** box if the employment is with a **program, activity, or service, as a person responsible for the child's welfare or having direct contact with children:** Applying as an employee who is responsible for the child's welfare or having direct contact (providing care, supervision, guidance, or control to children or having routine interaction with children) in any of the following in which children participate and which is sponsored by a school or public or private organization:
    - A youth camp or program;
    - A recreational camp or program;
    - A sports or athletic program;
    - A community or social outreach program;
    - An enrichment or educational program; and
    - A troop, club, or similar organization
  - Check the **individual seeking to provide child care services under contract with a child care facility or program** box if you are providing child care services as part of a contract or grant funded program.
  - Check the box for **individual 18 years or older who resides in the home of a foster parent for at least 30 days in a calendar year** if you are an adult household member in this setting and require certification.
  - Check the box for **individual 18 years or older who resides in the home of a certified or licensed child-care provider for at least 30 days in a calendar year** if you are an adult household member in this setting and require certification.

- Check the box for **individual 18 years or older, excluding individuals receiving services, who resides in a family living home, community home for individuals with an intellectual disability, or host home for children for at least 30 days in a calendar year** if you are an adult household member in this setting and require certification.
- Check the box for **individual 18 years or older who resides in the home of a prospective adoptive parent for at least 30 days in a calendar year** if you are an adult household member in this setting and require certification.
- Check the **volunteer having direct volunteer contact with children** box if applying for the purpose of volunteering as an adult for an unpaid position as a volunteer with a child-care service, a school, or a program, activity or service as a person responsible for the child's welfare or having direct volunteer contact with children. In addition, check the box of one of the organizations listed, i.e. Big Brother/Big Sister, domestic violence shelter, rape crisis center. If you are **NOT** applying for a volunteer in one of the organizations listed, please check the **other** box and write the name of the organization in the space provided.
- Check the **PA Department of Human Services employment & training program participant** box if you are applying for the purpose of participating in a PA Department of Human Services employment and training program through a county assistance office (CAO) or the Office of Income Maintenance (OIM). The signature **AND** phone number of the CAO or OIM representative is required. If there is no signature and no phone number, your application will be rejected and returned to you.
- If you were provided a "**PAYMENT AUTHORIZATION CODE**" by an organization, please provide the **agency/organization name** in the space provided and the **payment authorization code** in the space provided.
- Please check the **CONSENT/RELEASE OF INFORMATION** box if you included a payment code in the space above and attached the completed Consent/Release of Information Authorization form to your Pennsylvania Child Abuse History Certification application when you mail it to our office. The Consent/Release of Information Authorization form allows the department to send your results to a third party. If the Consent/Release of Information Authorization form is **NOT** attached to the certification application, the results **WILL** be mailed to the applicant's home address and not to the third party.

#### Applicant Demographic Information:

- Name - Include the applicant's full legal name. Initials are not acceptable for a first name. If your full legal name is an initial, please provide supporting documentation along with your certification application.
- Social Security number - Include the applicant's social security number. A social security number is voluntary; **HOWEVER, PLEASE NOTE THAT APPLICATIONS THAT DO NOT INCLUDE SOCIAL SECURITY NUMBERS MAY TAKE LONGER TO BE PROCESSED.**
- Gender - Please check one box.
- Date of birth - Fill in the applicant's date of birth (Example: 01/22/1990).
- Age - Fill in the applicant's current age.

#### Address:

- The address listed must be the applicant's current home address. This is also where the results of the certification will be mailed, unless otherwise noted. If the **different mailing address** box is checked and a mailing address is provided in the "different" mailing address column, the results will be mailed to the "mailing" address and not the "home" address. **Note:** If the consent/release of information box is checked and an "other" address is provided, the results will be mailed to the "other" address.

#### Contact Information:

- Please provide your home, work or mobile telephone number. Fill in the number where the applicant can be reached in the event that there are questions about the information on the application.
- Please provide an email address. By providing an email address, you are consenting to ChildLine contacting you by email in the event that you cannot be reached by phone. **NO CONFIDENTIAL INFORMATION WILL EVER BE SHARED OR PROVIDED IN AN EMAIL FROM OUR OFFICE.**

#### Previous Names Used Since 1975:

- The applicant must list any and all full legal names that they have ever had since 1975. This includes maiden names, nicknames, aliases and also known as (aka) names.

#### Previous Addresses Since 1975:

- List all addresses where the applicant has resided since 1975. The applicant can attach an additional sheet of paper with all of the addresses listed if necessary. If the applicant cannot remember the exact mailing addresses since 1975, filling in as much information as possible about the location is acceptable.

#### Household Members:

- Include anyone that the applicant lived with since 1975 (parents, guardians, siblings, children, spouse (ex), paramour, friends, etc.). In addition, include the household member's relationship to the applicant, their age (to the best of your knowledge) and their gender. If the applicant was under the age of 18 in 1975, this section **MUST** include the applicant's PARENT(S) or GUARDIAN(S). If this section is left blank, the application will be rejected and returned to the applicant.

#### Signature:

- Applications **MUST** be signed and dated. Applications that are not signed and dated will be rejected and returned to the applicant.

#### CHILDLINE USE ONLY:

- Please **DO NOT WRITE** in this section. This is for CHILDLINE staff only.

#### Additional Information:

Applicants can visit <https://www.compass.state.pa.us/CWIS> for more information about submitting the child abuse certification online or to register for a business/organization account.

**PENNSYLVANIA STATE POLICE  
REQUEST FOR CRIMINAL RECORD CHECK  
1-888-QUERYPA (1-888-783-7972)**

This form is to be completed in ink by the requester – (information will be mailed to the requester only). If this form is not legible or not properly completed, it will be returned unprocessed to the requester. A response may take four weeks or longer.

**TRY OUR WEBSITE FOR A QUICKER RESPONSE**  
<https://epatch.state.pa.us>

REQUESTER NAME	
ADDRESS	
CITY/STATE/ ZIP CODE	
TELEPHONE NO. (AREA CODE)	

<b>FOR CENTRAL REPOSITORY USE ONLY CONTROL NUMBER</b>
<b>AFTER COMPLETION MAIL TO:</b> PENNSYLVANIA STATE POLICE CENTRAL REPOSITORY – 164 1800 ELMERTON AVENUE HARRISBURG, PA 17110-9758  <b>DO NOT SEND CASH OR PERSONAL CHECK</b>
<b>CHECK ONE BLOCK</b> <input type="checkbox"/> INDIVIDUAL/NONCRIMINAL JUSTICE AGENCY – ENCLOSE A CERTIFIED CHECK/MONEY ORDER IN THE AMOUNT OF \$8.00, PAYABLE TO: “COMMONWEALTH OF PENNSYLVANIA” THE FEE IS NONREFUNDABLE  <input type="checkbox"/> NOTARIZED INDIVIDUAL/NONCRIMINAL JUSTICE AGENCY – ENCLOSE A CERTIFIED CHECK/MONEY ORDER IN THE AMOUNT OF \$13.00, PAYABLE TO: “COMMONWEALTH OF PENNSYLVANIA” THE FEE IS NONREFUNDABLE  <input type="checkbox"/> FEE EXEMPT-NONCRIMINAL JUSTICE AGENCY – NO FEE

<b>SUBJECT OF RECORD CHECK</b>				
(FIRST)	(MIDDLE)	(LAST)		
MAIDEN NAME AND/OR ALIASES	SOCIAL SECURITY NUMBER	DATE OF BIRTH (MM/DD/YYYY)	SEX	RACE

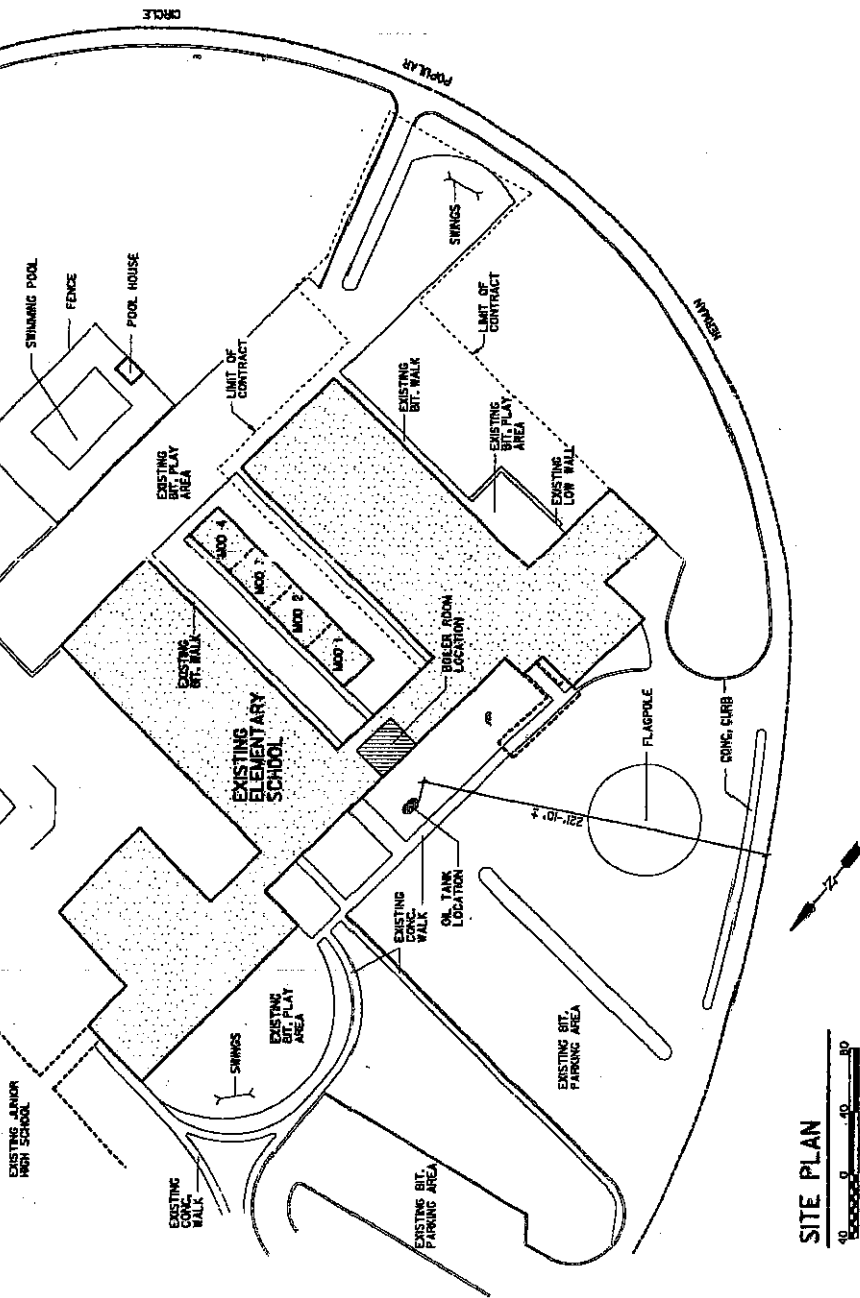
**The Pennsylvania State Police response will be based on the comparison of the data provided by the requester against the information contained in the files of the Pennsylvania State Police Central Repository only.**

**FEEES FOR REQUESTS - \$8.00. NOTARIZED FEE REQUESTS - \$13.00.  
\*\*\*MAKE ALL MONEY ORDERS PAYABLE TO: COMMONWEALTH OF PENNSYLVANIA \*\*\***

<b>REASON FOR REQUEST</b>				
◀◀◀◀◀CHECK THE BOX THAT MOST APPLIES TO THE PURPOSE OF THIS REQUEST▶▶▶▶▶				
<input type="checkbox"/>	<b>INTERNATIONAL ADOPTION - INTERNATIONAL ADOPTION MUST BE NOTARIZED AND MAILED IN. (\$13.00 FOR REQUEST)</b>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>ADOPTION (DOMESTIC)</b>	<b>EMPLOYMENT</b>	<b>VISA</b>	<b>OTHER</b>	

**WARNING: 18 Pa.C.S. 4904(b) UNDER PENALTY OF LAW - MISIDENTIFICATION OR FALSE STATEMENTS OF IDENTITY TO OBTAIN CRIMINAL HISTORY INFORMATION OF ANOTHER IS PUNISHABLE AS AUTHORIZED BY LAW.**

Small Playground  
 596 Sq. Yds.  
 Mill 1 1/2"  
 Sweep & Tack  
 1.50" Overlay



SITE PLAN  
 0 20 40 80  
 FEET

FERDERBAR ELEMENTARY SCHOOL  
 300 HEIGHTS LANE  
 FEASTERVILLE PA 19053

NO.	REVISION	DATE

Basco  
 12000 Old York Road  
 Philadelphia, PA 19153  
 (215) 381-1000  
 www.basco.com

FERDERBAR ELEMENTARY SCHOOL

SITE PLAN

DRAWING NO. A-13  
 SHEET NO. 13  
 PROJECT NO. 70636

100% RVT/04/07/05/19/02/20/03 - 1/14/13





