

STATEMENT of WORK

DELIVER, TAIL-GATE and COMPACT SHALE

RIDGE ROAD MOUNT HOLLY SPRINGS BOROUGH CUMBERLAND COUNTY, PA

I. SCOPE OF WORK:

The Borough of Mount Holly Springs requires services to deliver and compact approximately 3,000 tons (approximately 135 tri-axle loads) of shale to Ridge Road.

Questions regarding the technical aspects of this bid should be directed to Thomas Day, reachable at tday@mhsboro.com or 717 226-1066. Questions regarding the bidding or contractual aspects of this bid should be directed to Thomas Day, reachable at tday@mhsboro.com or 717 226-1066 (Procurement Contact).

II. CONTRACT TASKS:

The following tasks must be completed in performance of the contract:

- A. Schedule of Work:** The Borough contacts noted in Section I: Scope of Work will request the Schedule of Work. Within two weeks of said request, the lowest responsive and responsible Contractor must submit a fully executed and signed Schedule of Work to the respective Contacts.

The Schedule of Work must include:

1. The quarry name and contact information (name, address, phone number, and email address if applicable);
2. The name and contact information of any intended subcontractors (name, address, phone number, and email address);
3. The proposed schedule for the delivery and application of the shale.

Please note that the Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Borough Contact, which consent may be withheld at the sole and absolute discretion of the Borough Contact.

B. Delivery of Shale

1. The Contractor cannot begin delivery of the shale to the job site until the following three conditions are met:
 - a) A fully executed Purchase Order is received by the Contractor, **and**
 - b) A Schedule of Work has been provided to and approved by the Borough Contacts, **and**
 - c) The Borough Contacts has given the Notice to Proceed with delivery to the Contractor.
2. Should environmental conditions preclude the start of delivery of shale material, the Borough may delay delivery until conditions are satisfactory for placement and compaction. Any such delay is at the discretion of the Borough and will be relayed to the Contractor in writing.
3. Delivery must be at a minimum rate of 600 tons per day (or 28 tri-axle loads).
4. No material can be delivered before 7 a.m. or after 5 p.m. without written preapproval by the Borough Contacts

5. Delivery must continue on an uninterrupted basis. Any delays in delivery must be immediately relayed to the Borough Contact.
6. All trucks must be driven by individuals capable of tailgating material on the roadway.

F. Placement and Compaction of Shale

1. Shale placement is to begin at the intersection of Ridge Road and Lakeside Drive and proceed westward (refer to project map) and proceed **west** until the contracted tonnage is delivered and compacted. Borough Contact(s) will specify exact beginning location at the start of the project.
2. Shale is to be placed to an average width of 18 feet and creating a 3/4 inch per foot (6%) crown in the compacted surface. Material must be placed in a single, compacted lift of 12 inches.
3. The surface of the road is to average **18 feet** in width and to be crowned with a 6% centerline crown.
4. After placement, the **material is to be compacted by the Contractor** to an average finished depth of 12 inches.
 - a) Compaction must be completed with a minimum 10-ton static, 20-ton vibratory, single steel drum or double-steel drum roller. The roller must be equipped with a fully operational as well as properly adjusted drum scraper bars.
 - b) Use of alternate compaction equipment will be approved only at the discretion of the Borough.
 - c) Shale material must be compacted to a minimum of 92% of the dry-mass (dry-weight) density, or to a state of non-movement. The Borough, through its designated representative(s), will determine the in-place density and compaction based upon visual non-movement of material.

G. Use of Roads

1. The Borough does not guarantee the successful Contractor the use of roads maintained by the PennDOT, townships, or other agencies or owners.
2. The Contractor must contact the PennDOT-posted highway coordinator and/or officials of other roads needed for this project to inquire about possible restrictions, including weight limits, that would prevent or limit use.
3. The Contractor is responsible for obtaining all necessary Road Use Permits and/or any associated bonds from the PennDOT, townships, or other agencies or owners.

III. PRE-BID CONFERENCE:

A mandatory pre-bid conference will be conducted prior to the bid opening. The pre-bid conference will be held on April 29, 2024 at 10 am..

Prospective bidders must meet at intersection of Ridge Road and Lakeside Drive in Mount Holly Springs to discuss job specifications and to tour the job site. All prospective bidders should sign-in to acknowledge attendance.

The meeting site is located at the intersection of Ridge Road and Lakeside Drive in Mount Holly Springs (just south of Mount Holly Springs Borough and west of State Route 34). GPS coordinates are 40.1062 North, -77.1805 West. Interested Contractors should contact the Borough Contact at 717 226-1066 for additional directions.

Contractors may not request an alternate date if unable to attend the scheduled pre-bid conference; all interested Contractors must attend on the noted date and time.

IV. CONTRACTOR REFERENCES:

After the bid opening and prior to awarding of the contract, the Borough has the right to request three (3) references (name, addresses, and telephone numbers) for whom similar work has been performed by the Contractor as proof of qualifications to perform the work involved in this contract. Similar work is defined as the placement and, when applicable, the rolling of at least 5,000 tons of Driving Surface Aggregate, 2A aggregate, Trail Surface Aggregate or shale.

References are an optional tool available to the Borough to help determine bidder capabilities. If any of these references are requested and the bidder cannot supply the necessary documentation and proof of compliance, the Borough reserves the right to reject the bidder. The decision to both request references or reject bidders based on inadequate reference will be made solely at the discretion of the Borough.

V. LIQUIDATED DAMAGES:

If any item is not delivered or performed within the contract specified time limits, the delay will interfere with the proper implementation of the Borough programs and utilizing the item, to the loss and damage of the Borough. From the nature of the case it would be impractical and extremely difficult to fix the actual damage sustained in the event of any such action.

The Borough and the Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be \$250.00 per day per item, and they agree that in the event of any such delay, the Contractor shall pay such amount as liquidated damages and not as a penalty.

The Borough, at its option, for amounts due the Borough as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item. The Borough shall notify the Contractor in writing of any claims for liquidated damages pursuant to this paragraph before the date the Borough deducts such sums from money payable to Contractor. Delivery of an item, which is rejected by the Borough, shall not toll the running of the days for purposes of determining the amount of liquidated damages.

VI. PERFORMANCE BOND

The Contractor is required to submit performance security in the amount of 10% of the total price of the contract. Performance security must be in the form of a specific performance bond, an irrevocable letter of credit or a certificate of deposit, all in a form acceptable to the Borough, or a certified check or a bank cashier's check drawn to the order of the "Mount Holly Springs Borough". All performance security shall be conditioned for faithful performance of the purchase order.

Where the Contractor does not comply with the Contract or a purchase order, the amount of the Borough's damages shall be liquidated to the amount of the proceeds of the check, performance bond, letter of credit, certificate of deposit, or escrow account or the Borough may, at its option, bring legal action against the Contractor or its surety for the damages it has suffered for any default, in which case security held by the Borough shall be applied as a credit in such suit for damages.

Original performance security must be mailed to the Borough Contact located at:

Mount Holly Springs Borough
Attn: Thomas Day, Borough Manager

200 Harman Street
Mount Holly Springs, PA 17065

The purchase order will not be issued until the performance security is furnished.

VII. INSURANCE:

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Borough and authorized to conduct such business under the laws of the Borough of Pennsylvania:

- A. Workmen's Compensation Insurance for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.
- B. Public Liability and Property Damage Insurance to protect the Borough, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract, or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Borough, as an additional insured, against the insurance coverage in regard to work performed for the Borough.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Borough with current certificates of insurance. These certificates or policies shall name the Borough as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the Borough.

The Borough shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Borough to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates. The Borough shall have the right to inspect the original insurance policies.

A copy of the insurance certificates must be mailed to the Contact as directed in Section VI: Performance Bond or they must be emailed to the Procurement Contact at: tday@mhsboro.com

VIII. CONTRACT TERM:

The contract will commence upon receipt of Purchase Order and terminate August 1, 2024..

IX. BID AWARD:

Bidder must complete and include the following with the bid response:

- A. The electronic Invitation for Bid to be found at www.pasupplierportal.state.pa.us,
- B. A properly executed Reciprocal Limitations Act form that lists the state of manufacture for any supplies procured.

Bids will be awarded based on lowest total sum.

The contract quantities herein are estimated only and may increase or decrease depending on the needs of the Borough. The Borough will request, in writing, to the Contractor for a decrease or increase in tonnage depending on the final bid amount.

X. PAYMENT TERMS:

Payment will be made upon satisfactory completion of the project for actual services performed.

XI. INVOICES:

All invoices for this contract MUST either be:

A. **Emailed** to the Borough: Thomas Day, tday@mhsboro.com

B. Or **mailed** to the following address:

Mount Holly Springs Borough
Attn: Thomas Day
200 Harman Street
Mount holly Springs, PA 17065

All invoices must include the project name, company name and address must also be listed on each invoice. Failure to provide this information may result in a delay of payment.

Please Note: Contractors are reminded to **NOT** include employer identification numbers, Social Security Numbers, bank account information, or other personally identifiable information on their invoices.

XII. RECEIPT AND OPENING OF BIDS:

Bidders must complete the attached quote form and include it with their bid. Bids must be submitted via certified mail to the Borough Office at 200 Harman Street, Mount Holly Springs PA 17065. Faxed or emailed bids **will not** be accepted. Bids must be received by the Borough on or before 3:30 pm and May 13, 2024.

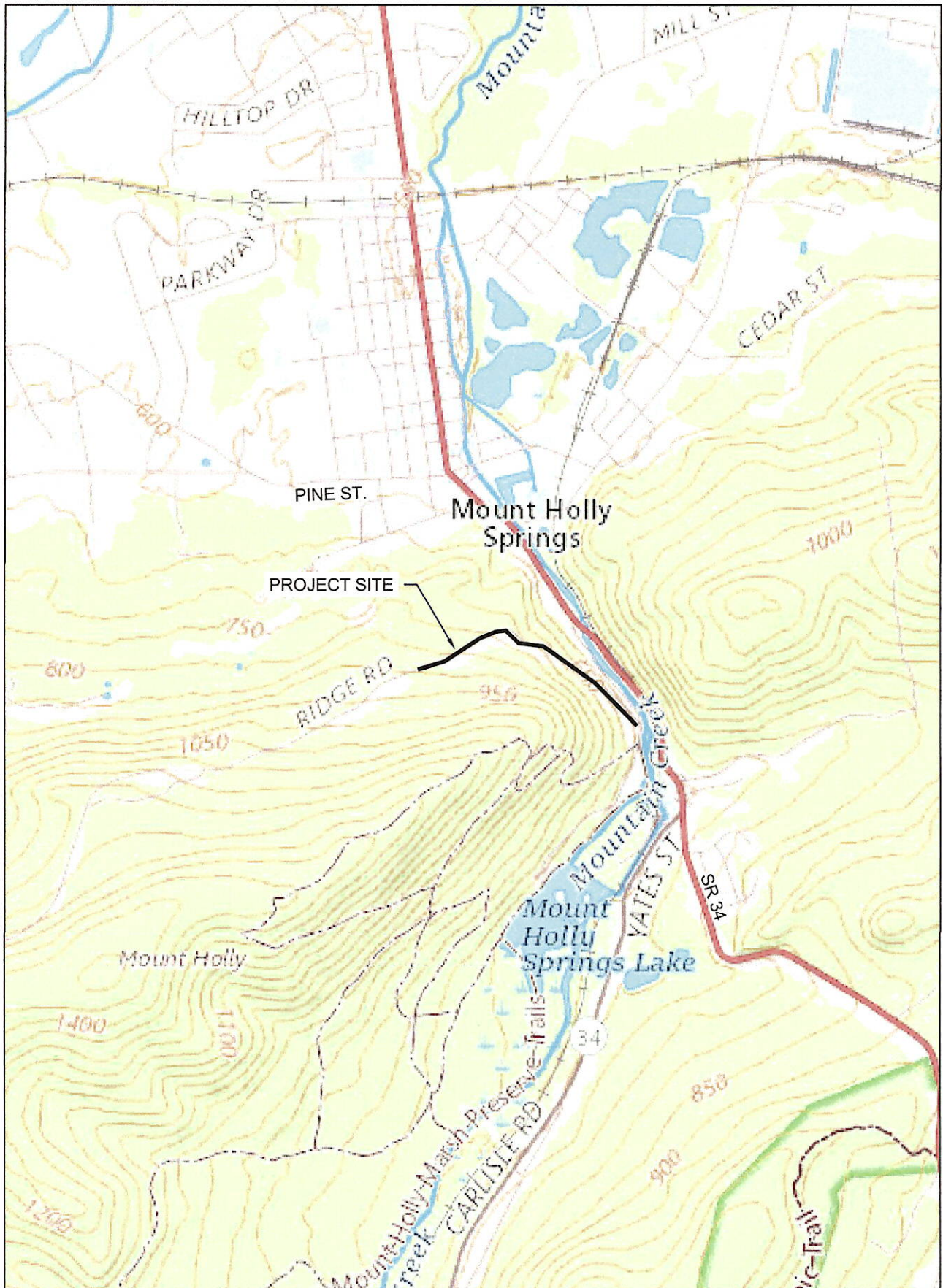
The Borough reserves the right to reject any or all bids, and/or cancel the bid for any reason.

Bids will be publicly opened on May 13, 2024 at 7 pm. at the Borough Office. No responsibility will be attached to any employee of the Borough for the premature opening of, or the failure to open, a bid not properly addressed and identified, or for any reason whatsoever.

XIII. Prevailing Wage Requirements - The Contractor shall comply with the provisions of the Act of August 15, 1961 (P.L. 9 87), as amended, known as the "Pennsylvania Prevailing Wage Act" and the Regulations issued pursuant thereto by the Department of Labor and Industry. The Contractor shall include these requirements in all subcontracts for the project.

XIV. BID RESULTS:

Bidder can obtain bid results by contacting the Borough Contact. The bids will be posted as soon as practicable following the bid opening. The results are the apparent bidders, and all bids are under review until final award of the purchase order.



RIDGE ROAD
MT. HOLLY SPRINGS BOROUGH
CUMBERLAND COUNTY



USGS MAP

SCALE: 1" = 2,000'

DELIVER, TAIL-GATE and COMPACT SHALE

**RIDGE ROAD
MOUNT HOLLY SPRINGS BOROUGH
CUMBERLAND COUNTY, PA**

PROJECT LOCATION:

Shale is to be delivered, tail-gated and compacted on Ridge Road beginning at the intersection of Ridge Road and Lakeside Drive in Mount Holly Springs, and proceeding west until the tonnage is delivered and compacted. Refer to attached location map.

SUBMISSION DEADLINE: May 13, 2024 at 3:30 pm.

By Contractor

Contractor:

Mailing Address:

Contractor Contact Person:

Telephone Number:

Fax Number:

E-Mail and Web Address:

Source Quarry Location:

PROJECT REQUIREMENTS:

Price to include delivery, placement and compaction.

<u>Material</u>	<u>Tonnage</u>	X	<u>Price per Ton</u>	=	<u>Total Price</u>
Shale	_____	X	\$_____	=	\$_____

Project shall begin by May 20, 2024 and shall be completed by August 1, 2024

Signature of Contractor: _____

Contractor's Name & Title: _____

Company Name: _____