

LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS
TUESDAY, MAY 19, 2020 - 7:00 PM,
425 PRINCE STREET, LOWER PAXTON, PA

CALL TO ORDER - CHAIRMAN HENRY

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

PUBLIC COMMENT - Comments are being accepted via email/phone/[online form](https://www.lowerpaxton-pa.gov/formcenter/township-forms-9/board-of-supervisors-public-comment-form-53)
<https://www.lowerpaxton-pa.gov/formcenter/township-forms-9/board-of-supervisors-public-comment-form-53>

CHAIRMAN & BOARD MEMBERS' COMMENTS

MANAGER'S REPORT

OLD BUSINESS

NEW BUSINESS

ACTION TO AWARD THE HEROES GROVE AMPHITHEATER, PHASE 2
CONSTRUCTION CONTRACT - Mrs. Hunter

ACTION APPROVING THE AUTHORIZATION OF THE HEROES GROVE, PHASE 3
CONSTRUCTION ADMINISTRATION AGREEMENT - Mrs. Hunter

ACTION ON CHANGE ORDER #1 FOR THE 2020 LPT PAVING PROJECT - Mr. Gotshall

ACTION ON AN AGREEMENT FOR CROSSING GUARD SERVICES WITH ALL CITY
MANAGEMENT SERVICES, INC. - Mr. Gotshall

SUBDIVISION AND LAND DEVELOPMENT

ACTION ON A PRELIMINARY FINAL SUBDIVISION PLAN FOR SHAIN & DIANE
DEVAN AT 7052 CREEK CROSSING DRIVE (PLAN #19-22) - Mr. Gotshall

IMPROVEMENT GUARANTEES

PAYMENT OF BILLS - LOWER PAXTON TOWNSHIP & LOWER PAXTON TOWNSHIP
AUTHORITY

ANNOUNCEMENTS

ADJOURN

NEXT BOARD MEETING (Business Meeting), TUESDAY, JUNE 2, 2020; 7:00 P.M.

**HEROES GROVE AMPHITHEATER
PHASE 2
LOWER PAXTON TOWNSHIP, DAUPHIN COUNTY, PA**

BID PROPOSAL

Proposal of East Coast Contracting, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Pennsylvania doing business as S Corporation. * To **LOWER PAXTON TOWNSHIP** (hereinafter called "OWNER"). In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of **HEROES GROVE AMPHITHEATER - PHASE 2** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the attached unit prices.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER here agrees to commence WORK under this contract on or before a date to be specified in the **NOTICE TO PROCEED** and to fully complete the PROJECT within **240** consecutive calendar days thereafter. Any work which remains uncompleted after the completion time stipulated above is subject to **liquidated damages** as outlined in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. 01, Addendum No. 02

ADDENDUM No. 5

Addendum No. 03, Addendum No. 04

* Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the lump sum bid of Eight Hundred Ninety Eight Thousand (\$ 298,020.), said lump sum shall be the total of the unit prices in the Bid Form. Unit prices shall be used for both additions and deletions to the Contract.

NOTE: Bidders shall include sales tax and all other applicable taxes and fees.

(Individual Bidder)

Witness:

_____ (SEAL)

(Signature of Individual)

Address:

Telephone No. ()
Trading and Doing Business as:

(OR IF Partnership Bidder)*

(Name of Partnership)

Address:

Telephone No. ()

Witness:

(SEAL)

By: _____
(Signature of Partner)

***If a partnership is BIDDER, all partners must execute bid.**

(OR IF Corporation Bidder)

East Coast Contracting, Inc.

(Name of Corporation)

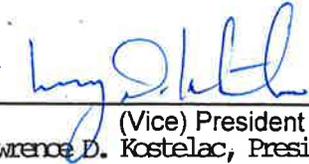
Address: 160 Lamont Street, New Cumberland, PA 17070

Telephone No. (717) 774-5550

ATTEST:

✓ 

(Assistant) Secretary
John M. Kostelac, Secretary/Treasurer

By: ✓ 

(Vice) President
Lawrence D. Kostelac, President

(CORPORATE SEAL)

For (if appropriate)

(Name of Corporation)

Witness:

*By: _____
Authorized Representative

***Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the corporation.**

Address of Corporation:

160 Lamont Street

New Cumberland, PA 17070

License Number:

PA 099900

(if applicable)

Date: April 16, 2020



H. EDWARD BLACK
and ASSOCIATES, P.C.

BID FORM A

HEROES GROVE AMPHITHEATER - PHASE 2

PROPOSAL OF East Coast Contracting, Inc.

DATE April 16, 2020

Item No.	Description	Quantity	Unit	Unit Price	Extended Total
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BASE BID

Site Preparation & E&S Controls

101	Survey and Layout	1	LS	1500	\$ 1500
102	Mobilization	1	LS	2500	\$ 2500
103	12" Filter Sock	40	LF	10	\$ 400
104	18" Filter Sock	90	LF	12	\$ 980
105	Rock Construction Entrance	1	EA	2500	\$ 2500
106	Steep Slope Protection	130	SY	10	\$ 1300
107	Maintain and remove E&S Controls	1	LS	1000	\$ 1000
108	Clear and Grub	2000	SF	1.50	\$ 3000
109	Demolition (Including Concrete Pad & Pavers)	1	LS	1500	\$ 1500

Grading

110	Strip / stockpile topsoil	40	CY	30	\$ 1200
111	Site grading	40	CY	30	\$ 1200
112	Spread Topsoil and Fine Grade	2000	SF	2	\$ 4000

Utilities

113	Roof Drain Connection to Trench Drain (4" SDR 35 pipe)	1	LS	500	\$ 500
114	20 amp, 4 plug exterior GFCI receptacle with watertight lockable cover on roof posts	4	EA	1000	\$ 4000
116	Stage Lighting (Complete—including controls, remote console receptacle, & WiFi Transmitter)	1	LS	58000	\$ 58000
117	Flag Pole Lighting (including wiring)	9	EA	1000	\$ 9000
118	Conduit for future electric service	1	EA	1500	\$ 1500

Furnishings

119	Bollard	2	EA	1250	\$ 2500
120	Flag Poles	9	EA	2000	\$ 18000



H. EDWARD BLACK
and ASSOCIATES, P.C.

BID FORM A

HEROES GROVE AMPHITHEATER - PHASE 2

PROPOSAL OF East Coast Contracting, Inc.

DATE April 16, 2020

Item No.	Description	Quantity	Unit	Unit Price	Extended Total
Paving					
121	Asphalt Paving	40	SY	137.50	\$ 5500
122	Concrete Walk	200	SF	8.50	\$ 1700
123	Stairs (including railing)	1	LS	33600	\$ 33600
124	Heavy Duty Concrete Paving	120	SF	12	\$ 1440
125	Replace disturbed / damaged pavers (including engraved pavers)	1	LS	1100	\$ 1100
Landscaping					
126	Trees	2	EA	250	\$ 500
127	Seeding - Lawn	2000	SF	.20	\$ 400
Structures					
128	Prefabricated Ampitheater Roof	1	LS	105,000	\$ 105,000
129	Storage Building	1	EA	35,000	\$ 35,000
Total Base Bid					\$ 298,020.

ADD ALTERNATES

1	Relocate 2 Existing Trees	1	LS	400	\$ 400
2	Sign Base - Segmental Block Wall with Cap	50	SFF	50	\$ 2500
3	Sign Base Narrative Plaque	1	LS	600	\$ 600
4	Railing along walkways	47	LF	160	\$ 7520
Total ADD Alternates					\$ 11,020

Note: Total costs shall be all inclusive for the project, and shall include all items indicated on plans and in specifications, which may or may not be included in the bid form.

NON-COLLUSION AFFIDAVIT

Project Heroes Grove Amphitheater Phase 2, Lower Paxton Township, PA

State of Pennsylvania :

County of York :

The undersigned deponent, deposes and says that he is the Secretary/Treasurer of the Bidder; that he is authorized to make this statement on behalf of the bidder and he hereby certifies on behalf of the bidder that:

- 1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
- 2) Neither the price(s) nor the amount of this bid, and neither the approximate prices(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- 3) No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- 4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- 5) The bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
- 6) The bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid on this project, or agreeing to do so, on this project.
- 7) I have made a diligent inquiry of all members, officers, employees, and agents of the bidder with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the Statement.
- 8) No attempt has been made to take any action in restraint of free competitive bidding in connection with the bid.

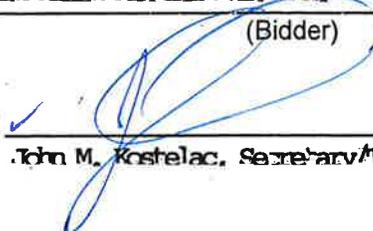
(9) It is understood that if any incidents resulting in conviction or being found liable are set forth in (10) below, the Pennsylvania Anti-Bid rigging Act, 73 P.s. 1611 et seq. provides that it does not prohibit a governmental agency from accepting a bid from or awarding a contract to that person, but may be a ground for administrative suspension or debarment at the discretion of a governmental agency under rules and regulations of that agency (language omitted).

(10) East Coast Contracting, Inc., its affiliates, subsidiaries, officers,
(Name of Bidder)
Directors and employees are not aware that they are currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I hereby state that East Coast Contracting, Inc.
(Bidder)

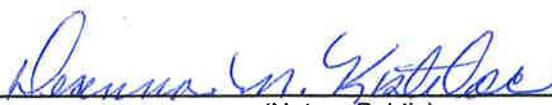
understands and acknowledges that the above representations are material and important, and will be relied on by Lower Paxton Township, in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Lower Paxton Township of the true facts relating to the submission of bids for this contract.

East Coast Contracting, Inc.
(Bidder)

By: 
John M. Kostelac, Secretary/Treasurer

Sworn to and subscribed before me the undersigned notary public this

16th day of April, 2020


(Notary Public)

My commission Expires: March 6, 2023

Commonwealth of Pennsylvania - Notary Seal
DEANNA M KOSTELAC - Notary Public
York County
My Commission Expires Mar 6, 2023
Commission Number 1088424

**HEROES GROVE AMPHITHEATER
PHASE 2
LOWER PAXTON TOWNSHIP, DAUPHIN COUNTY, PA**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, East Coast Contracting, Inc. as PRINCIPAL, and Fidelity and Deposit Company of Maryland as SURETY, are hereby held and firmly bound unto **LOWER PAXTON TOWNSHIP** as OWNER in the penal sum of Ten percent (10%) of the total bid (\$ 10%) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed, this 16th day of April, 2020. The Condition of the above obligation is such that whereas the PRINCIPAL has submitted to Lower Paxton Township a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Heroes Grove Amphitheater-Phase 2

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the PRINCIPAL shall execute and deliver a contract in the Form of agreement included in the CONTRACT DOCUMENTS (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the SURETY for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY

and its BOND shall be in no way impaired or affected by any extension of the time within which the Owner may accept such BID, and said SURETY does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the **PRINCIPAL** and the **SURETY** have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(Individual Principal)

WITNESS:

_____ (SEAL)
_____ (Signature of Individual)

Trading and doing business as:

(Partnership Principal)

(Name of Partnership)

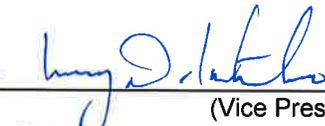
WITNESS:

_____ BY _____ (SEAL)
Partner

_____ BY _____ (SEAL)
Partner

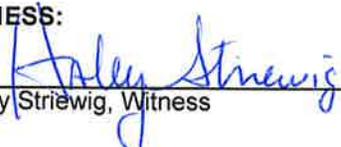
(Corporation Principal)

East Coast Contracting, Inc. _____
(Name of Corporation)

ATTEST
✓  _____ BY  _____
(Assistant Secretary) (Vice President)
John M. Kostelac, Secretary/Treasurer Lawrence D. Kostelac, President

(CORPORATE SEAL)

For (if appropriate)
Fidelity and Deposit Company of Maryland _____
(Name of Corporation)

WITNESS:
 _____ BY:  _____
Haley Striewig, Witness (Authorized Representative)
Kristen D. Pedrick, Attorney-in-Fact

* Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the Corporation.

NOTE: If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Robert N. STRIEWIG, JR. and Kristen D. PEDRICK, both of Mechanicsburg, Pennsylvania**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of January, A.D. 2020.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 15th day of January, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of April 2020.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

HEROES GROVE AMPHITHEATER
PHASE 2
LOWER PAXTON TOWNSHIP, DAUPHIN COUNTY, PA

BID PROPOSAL

Proposal of eciConstruction, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Pennsylvania doing business as a corporation. * To LOWER PAXTON TOWNSHIP (hereinafter called "OWNER"). In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of HEROES GROVE AMPHITHEATER – PHASE 2 in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the attached unit prices.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER here agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 240 consecutive calendar days thereafter. Any work which remains uncompleted after the completion time stipulated above is subject to liquidated damages as outlined in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum 1 dated 3/25/20 Addendum 4 dated 4/13/20

Addendum 2 dated 4/6/20 Addendum 5 dated 4/14/20

Addendum 3 dated 4/9/20

* Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the lump sum bid of THREE HUNDRED EIGHTY NINE DOLLARS (\$ 389,000.00), said lump sum shall be the total of the unit prices in the Bid Form. Unit prices shall be used for both additions and deletions to the Contract.

NOTE: Bidders shall include sales tax and all other applicable taxes and fees.

(Individual Bidder)

Witness:

_____ (SEAL)
(Signature of Individual)

Address:

Telephone No. ()

Trading and Doing Business as:

(OR IF Partnership Bidder)*

(Name of Partnership)

Address:

Telephone No. ()

Witness:

(SEAL)

By: _____
(Signature of Partner)

*If a partnership is BIDDER, all partners must execute bid.

(OR IF Corporation Bidder)

eciConstruction, LLC

(Name of Corporation)

Address: 124 W. Church Street, Dillsburg, PA 17019

Telephone No. (717) 638-3000

ATTEST:

Catherine M Eberly

(Assistant) Secretary

Catherine M. Eberly, Assistant Corporate Secretary

(CORPORATE SEAL)

By:

Scott A. Eichelberger

(Vice) President

Scott A. Eichelberger, Vice President

For (if appropriate)

(Name of Corporation)

Witness:

*By:

Authorized Representative

*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the corporation.

Address of Corporation:

License Number:

(if applicable)

Date:



H. EDWARD BLACK
and ASSOCIATES, P.C.

BID FORM A

HEROES GROVE AMPHITHEATER - PHASE 2

PROPOSAL OF eciConstruction, LLC

DATE 4/16/20

Item No.	Description	Quantity	Unit	Unit Price	Extended Total
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BASE BID

Site Preparation & E&S Controls

101	Survey and Layout	1	LS	2,484.00	\$ 2,484.00
102	Mobilization	1	LS	86,893.97	\$ 86,893.97
103	12" Filter Sock	78	LF	11.30	\$ 881.40
104	18" Filter Sock	72	LF	15.42	\$ 1,110.24
105	Rock Construction Entrance	1	EA	1,278.72	\$ 1,278.72
106	Steep Slope Protection	633	SY	0.80	\$ 506.40
107	Maintain and remove E&S Controls	1	LS	864.00	\$ 864.00
108	Clear and Grub	3430	SF	0.20	\$ 686.00
109	Demolition (Including Concrete Pad & Pavers)	1	LS	2,841.48	\$ 2,841.48

Grading

110	Strip / stockpile topsoil	33	CY	17.67	\$ 583.11
111	Site grading	26	CY	72.11	\$ 1,874.86
112	Spread Topsoil and Fine Grade	1900	SF	0.43	\$ 817.00

Utilities

113	Roof Drain Connection to Trench Drain (4" SDR 35 pipe)	1	LS	1,316.52	\$ 1,316.52
114	20 amp, 4 plug exterior GFCI receptacle with watertight lockable cover on roof posts	4	EA	2,769.12	\$ 11,076.48
116	Stage Lighting (Complete--including controls, remote console receptacle, & WiFi Transmitter)	1	LS	23,702.76	\$ 23,702.76
117	Flag Pole Lighting (including wiring)	9	EA	1,746.12	\$ 15,715.08
118	Conduit for future electric service	10	EA	320.98	\$ 3,209.80

Furnishings

119	Bollard	2	EA	751.68	\$ 1,503.36
120	Flag Poles	9	EA	2,270.52	\$ 20,434.68



BID FORM A
 HEROES GROVE AMPHITHEATER - PHASE 2
 PROPOSAL OF eciConstruction, LLC
 DATE 4/16/20

Item No.	Description	Quantity	Unit	Unit Price	Extended Total
Paving					
121	Asphalt Paving	40	SY	175.45	\$ 7,018.00
122	Concrete Walk	578	SF	24.45	\$ 14,132.10
123	Stairs (including railing)	1	LS	26,035.56	\$ 26,035.56
124	Heavy Duty Concrete Paving	132	SF	25.34	\$ 3,344.88
125	Replace disturbed / damaged pavers (including engraved pavers)	1	LS	3,311.28	\$ 3,311.28
Landscaping					
126	Trees	2	EA	511.38	\$ 1,022.76
127	Seeding - Lawn	9729	SF	0.20	\$ 1,945.80
Structures					
128	Prefabricated Amphitheater Roof	1	LS	126,171.80	\$ 126,171.80
129	Storage Building	1	EA	28,171.80	\$ 28,171.80
Total Base Bid					\$ 389,000.00

ADD ALTERNATES

1	Relocate 2 Existing Trees	1	LS	400.00	\$ 400.00
2	Sign Base - Segmental Block Wall with Cap	15	SFF	260.00	\$ 3,900.00
3	Sign Base Narrative Plaque	1	LS	950.00	\$ 950.00
4	Railing along walkways	48	LF	202.08	\$ 9,699.84
Total ADD Alternates					\$ 14,949.84

Note: Total costs shall be all inclusive for the project, and shall include all items indicated on plans and in specifications, which may or may not be included in the bid form.

**HEROES GROVE AMPHITHEATER
PHASE 2
LOWER PAXTON TOWNSHIP, DAUPHIN COUNTY, PA**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

eciConstruction, LLC _____ as PRINCIPAL,
and _____ Arch Insurance Company _____ as SURETY, are
hereby held and firmly bound unto **LOWER PAXTON TOWNSHIP** as OWNER in the penal sum of

Ten Percent of the Total Amount Bid _____ (\$ 10% _____) for
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.
Signed, this 16th day of April, 2020. The Condition of the above obligation is such that
whereas the PRINCIPAL has submitted to Lower Paxton Township a
certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

Heroes Grove Amphitheater - Phase 2

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the PRINCIPAL shall execute and deliver a contract in the Form of agreement included in the CONTRACT DOCUMENTS (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the SURETY for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY

and its BOND shall be in no way impaired or affected by any extension of the time within which the Owner may accept such BID, and said SURETY does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(Individual Principal)

WITNESS:

_____ (SEAL)
_____ (Signature of Individual)

Trading and doing business as:

(Partnership Principal)

(Name of Partnership)

WITNESS:

_____ BY _____ (SEAL)
Partner

_____ BY _____ (SEAL)
Partner

(Corporation Principal)

eciConstruction, LLC
(Name of Corporation)

ATTEST

Catherine M. Eberly

(Assistant Secretary) Catherine M. Eberly

BY

Scott A. Eichelberger

(Vice President) Scott A. Eichelberger

(CORPORATE SEAL)

~~For (if appropriate)~~ Corporation Surety

Arch Insurance Company
(Name of Corporation)

WITNESS:

Marian Rohn

Marian Rohn

BY:

Jennifer A. Gohn

(Authorized Representative)
Jennifer A. Gohn, Attorney-in-Fact

* **Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the Corporation.**

NOTE: If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Andrew J. Brumbach, David R. Bradbury, Renee Gleissl, Kimberly A. Horning, Anthony M. Macinanti, R. Scott Miller and Debra L. Rineer of Lancaster, PA (EACH)

Kelsey L. Eye, Jennifer A. Gohn, Timothy C. Hoagland and Joseph A. Kotula of Mechanicsburg, PA (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

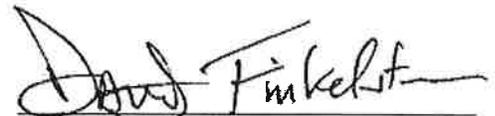
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 24th day of January, 2020.

Attested and Certified

Arch Insurance Company

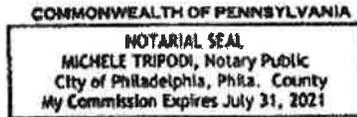

Patrick K. Nails, Secretary




David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.




Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 24, 2020 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 16 day of April, 2020.


Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



00ML0013.00 03 03

NON-COLLUSION AFFIDAVIT

Project Heroes Grove Amphitheater Phase 2 :

State of Pennsylvania :

County of York :

The undersigned deponent, deposes and says that he is the Vice President of the bidder; that he is authorized to make this statement on behalf of the bidder and he hereby certifies on behalf of the bidder that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate prices(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) The bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
- (6) The bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid on this project, or agreeing to do so, on this project.
- (7) I have made a diligent inquiry of all members, officers, employees, and agents of the bidder with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the Statement.
- (8) No attempt has been made to take any action in restraint of free competitive bidding in connection with the bid.

(9) It is understood that if any incidents resulting in conviction or being found liable are set forth in (10) below, the Pennsylvania Anti-Bid rigging Act, 73 P.s. 1611 et seq. provides that it does not prohibit a governmental agency from accepting a bid from or awarding a contract to that person, but may be a ground for administrative suspension or debarment at the discretion of a governmental agency under rules and regulations of that agency (language omitted).

(10) eciConstruction, LLC, its affiliates, subsidiaries, officers,
(Name of Bidder)
Directors and employees are not aware that they are currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I hereby state that eciConstruction, LLC
(Bidder)

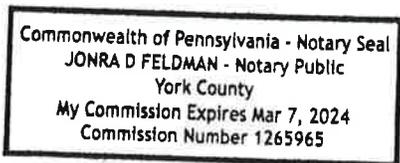
understands and acknowledges that the above representations are material and important, and will be relied on by Lower Paxton Township, in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Lower Paxton Township of the true facts relating to the submission of bids for this contract.

eciConstruction, LLC
(Bidder)

By: Scott A. Eichelberger, Vice President

Sworn to and subscribed before me the undersigned notary public this

16 day of April, 2020



Jon D Feldman
(Notary Public)

My commission Expires: March 7 2024



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date 4/16/20

Business or Organization Name (Employer) eciConstruction, LLC

Address 124 W. Church Street

City Dillsburg State PA Zip Code 17019

Contractor Subcontractor (check one)

Contracting Public Body Lower Paxton Township

Contract/Project No General Construction

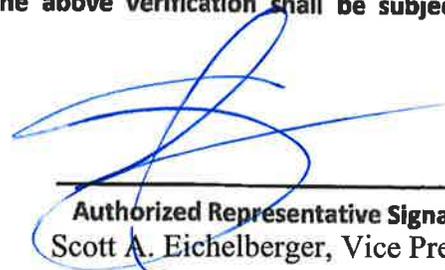
Project Description Heroes Grove Amphitheater Phase 2

Project Location Harrisburg, PA

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, Scott A. Eichelberger, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.


Authorized Representative Signature
Scott A. Eichelberger, Vice President

LOWER PAXTON TOWNSHIP

Heroes Grove Amphitheater Phase 2

Bid Opening held April 16, 2020

A bid opening was held on Thursday, April 16, 2020 at 11:01 a.m. in Room A/B of the Lower Paxton Township Municipal Building, 425 Prince Street, Harrisburg, Pennsylvania. The bid proposal was for the Heroes Grove Amphitheater Phase 2 project.

The following individuals were in attendance: Terry Bauknight, Parks & Recreation, Christine Hunter, H. Edward Black and Associates, P.C., John Kostelac, East Coast Contracting, and Scott Eichelberger, eci Construction, and Shellie Smith, Recording Secretary.

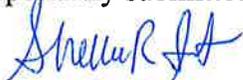
Ms. Bauknight read the following proposals:

Bidder	Bid Security	Non-Collusion Affidavit	Addendum 1 thru 5	ALT 1 Relocate 2 existing trees	ALT 2 Sign base-segmental block wall w/ cap	ALT 3 Sing base narrative plaque	ALT 4 Railings	Total Base Bid
eci Construction, LLC	χ	χ	χ	\$400.00	\$3,900.00	\$950.00	\$9,699.84	\$389,000.00
East Coast Contracting, Inc.	χ	χ	χ	\$400.00	\$2,500.00	\$600.00	\$7,520.00	\$298,820.00

Ms. Hunter stated that she would review the bid proposals and make a recommendation to the Board of Supervisors at their June 16, 2020 business meeting, at which time action will be taken by the Board.

The bid opening concluded at 11:10 a.m.

Respectfully submitted,



Shellie R. Smith
Recording Secretary



**H. EDWARD BLACK
and ASSOCIATES, Ltd.**

COMPREHENSIVE LAND AND SITE PLANNING LANDSCAPE ARCHITECTURE ENGINEERING

May 5, 2020

Vince Pinizzotto, President
Heroes Fund Inc.
4530 Laurelwood Drive
Harrisburg, PA 17110

Lowman Henry, Chairman
Board of Supervisors
Lower Paxton Township
425 Prince Street
Harrisburg, PA 17109

RE: Heroes Grove Amphitheater Phase 3 Construction Documents & Administration

Mr. Pinizzotto and Mr. Henry,

H. Edward Black & Associates, Ltd. (HEB/A) is pleased to provide this proposal for Heroes Grove Phase 3 Construction Documentation and Administration. Phase 3 involves the following improvements:

- a. Welcome Center Building with restrooms and concession room.

This proposal includes architectural and site design services. Our firm will provide coordination with both Heroes Fund, Inc. and Lower Paxton township throughout the project. Design concept and plans will be developed with oversight by Heroes Fund, Inc. including Township representatives who participate in the organization's meetings. While land development approval is not required for this project, Township staff review and approval of final construction documents is anticipated and will be coordinated by our firm. However, the Building Permit and any other required municipal permits will be the responsibility of the Contractor. Additionally, bid coordination and construction administration are included in proposed services, as noted.

Specific items to be provided from HEB/A are described below.

SECTION A: ARCHITECTURAL DESIGN

Architectural design will be provided by Thomas R. Dobrzyn, Registered Architect, and his consultants.

1. Architectural Drawings – Architectural drawings with floor plan, elevations, details, specifications. Architectural services include construction administration and reviewing shop drawings as required. The proposed work will comply with the 2015 INTERNATIONAL BUILDING CODE, as required by Lower Paxton Township, PA. Architectural design will include structural, HVAC, plumbing and electrical design. Architectural drawings will be provided with the following project submissions: Conceptual Design, Schematic Design, Design Development and Construction Documents.

2. Cost Estimating – Cost estimating services including budget estimates, preliminary estimates and final construction estimates.

3. Construction Administration – Construction administration services including site inspections, shop drawing review and RFI (Request for Information) responses.

SECTION B: SITE DESIGN

1. Base – Utilizing the design layout and grading from Heroes Grove Phases 1 and 2 construction plans, we will develop a base plan to be utilized for all design plans listed hereafter.

2. Cover Sheet – We will provide a Project Cover Sheet which will depict the Project Title, various general notes, Sheet Index & Sheet Data information considered necessary for a Review Submission to Lower Paxton Township.

3. Layout Plan – We will develop a sheet which depicts the horizontal layout of all proposed site improvements.

4. Grading – This plan will consist of a drawing depicting the proposed final land form. This plan shall show existing and proposed contours, spot elevations and other descriptive information which will be necessary for the Review Agencies and the successful Contractor to evaluate and/or construct the proposed facilities. Stormwater management (SWM) is not included since the additional impervious cover is anticipated to low enough to be eligible for a waiver of stormwater requirements.

5. Erosion & Sedimentation Control Plan – Our staff will prepare an E & S Control Plan. It is not anticipated that Dauphin County Conservation District approval will be required due to the minimal area of disturbance for this project. We will design the project's E & S Control Requirements in accordance with the criteria established by the PA's Clean Streams Regulations, entitled Chapter 102 "Erosion Control".

6. Typical Construction Details – We will develop the necessary construction details for exterior items related to the welcome center development. These details will be necessary to illustrate to review agencies as well as the site contractor, a minimum standard of quality for

construction of this site, and will allow for the Contractor to properly implement all site items. Each Detail will illustrate proposed material types, material connections, dimensions, etc.

7. Specification Booklet – HEB/A will develop a Project Booklet containing a brief Front Section, a Bid Form and Advertisement & General Conditions. Technical specifications sections related to Phase 3 site construction will be provided.

8. Municipal Coordination – While Lower Paxton Township does not require land development approval for this project, it is anticipated that Township staff will review and approve the construction plans. H. Edward Black and Associates, Ltd. will submit and provide administration of the items associated with the Construction Drawings to Heroes Fund, Inc. and Lower Paxton Township. We are basing our fee for work of this section of the proposal on eight (8) hours for meetings, conference calls, minutes, etc. with the before mentioned parties. Our attendance at these meetings or conference calls will be to serve as an advocate for the proposed welcome center development. All application and review fees, if applicable, will be provided by the Client, and are not included within this proposal. Building and other required municipal permits, and all associated fees will be the responsibility of the Contractor.

SECTION C: BID COORDINATION & CONSTRUCTION ADMINISTRATION

1. Bid Coordination – Work of this section will involve H. Edward Black & Associates, Ltd. arranging for advertisement of the bid and distributing bid documents to potential bidding Contractors. The packets provided to Contractors will include copies of drawings as well as the Specification Booklet. We will coordinate and facilitate a pre-bid conference for Contractors and will be available to answer questions during the Bid Solicitation process. We will issue addenda in response to Contractor's questions. We will attend the Bid Opening, administer the Bid Opening and prepare Contracts for signature by the successful bidding Contractor.

2. Construction Administration – H. Edward Black & Assoc., Ltd. will conduct Construction Observation services. A representative of our firm will attend a Pre-Construction meeting and provide minutes of same. We will attend up to six (6) Job Conferences throughout the duration of the project and provide minutes of these meetings. At approximately 90% completion of the project, we will perform a Site Inspection and develop a punch list of items remaining to be completed. We will review Contractor Shop Drawings and Requests for Information. We will review Contractor Requests for Payment, making a recommendation to the Township and Heroes Fund, Inc. regarding the request. We will conduct a Final Inspection when the project is 100% complete, issuing minutes from that Inspection. These services do not include inspection, testing or certification to the accuracy of work. Outside inspection and testing fees will be the responsibility of the Contractor.

SECTION D: MISCELLANEOUS SERVICES

Miscellaneous Items - Throughout the course of this project we will need to assist you in completing various miscellaneous tasks relating to this project. These tasks include additional processing, correspondence, and coordination with you, the client, and / or various consultants other than listed within the scopes of each previously listed task item. Additional services to be provided may include, but are not limited to, the preparation of general utility coordination, preparation of exhibits, consultant coordination, team meetings, and correspondence. Any and all revisions to the plans as requested or required by the client and / or adjustments to designs already agreed to will also be provided under this item. Services under this item shall be provided on a time basis fee. We will obtain prior authorization from you, the client, before initiating work under this item.

SECTION E: REIMBURSABLES

Reimbursable Items - H. Edward Black and Associates, Ltd. will provide prints and photocopies as required for in-house review and meetings with you, the Client as part of this proposal. Additional items are reimbursables. Reimbursable items include all items for submissions to governing and approving agencies throughout the land design process. Reimbursable items include but are not limited to the following: in-house prints and CAD plots; outside reproduction, collating, binding and mounting; postage and shipping costs for drawings, specifications, and other documents and mileage.

COMPENSATION

The above represents a comprehensive proposal for Construction Document services relating to Heroes Grove Amphitheater Phase 3. H. Edward Black and Assoc., Ltd. will provide these specifically listed professional land design services per the following fee structure:

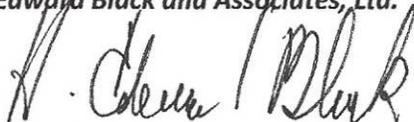
SECTIONS A, B & C	ARCHITECTURAL DESIGN, SITE DESIGN, BID COORDINATION & CONSTRUCTION ADMIN.	\$ 45,000.00
SECTION D	MISCELLANEOUS SERVICES	Time and Materials
SECTION E	REIMBURSABLES	Time and Materials

H. Edward Black and Associates, Ltd. will provide the specifically listed services for the lump sum fee of \$45,000.00. As stated, they do not include application, review, recording or permit fees. We will issue invoices every thirty (30) days. Payment is required within thirty (30) days of the issuance of the invoice.

We are very pleased to provide you with this proposal on this significant project. Please indicate your acceptance of these terms by affixing the appropriate signature hereafter.

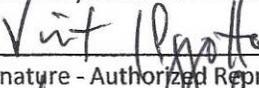
Respectfully Submitted,

H. Edward Black and Associates, Ltd.



H. Edward Black – RLA, FASLA
President

We hereby authorize H. Edward Black & Associates, Ltd. to proceed with the above stated work at the stated fees.


Signature - Authorized Representative of Heroes Fund, Inc.

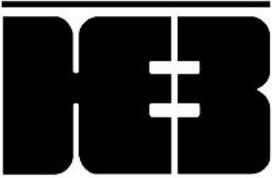
5/13/2020
Dated

Vincent P. Prigato
Printed Name - Authorized Representative of Heroes Fund, Inc.

Signature - Authorized Representative of Lower Paxton Township

Dated

Printed Name - Authorized Representative of Lower Paxton Township



**H. EDWARD BLACK
and ASSOCIATES, Ltd.**

COMPREHENSIVE LAND AND SITE PLANNING □ LANDSCAPE ARCHITECTURE □ ENGINEERING

PROJECT:	Heroes Grove (HEB 12006) - Lower Paxton Township, Dauphin County
RE:	PHASE 3
DATE:	05/13/20
BY:	Christine Hunter

1. **Phase 3**

a. Proposed improvements: Welcome Building (Restroom/Concession)

b. Funds Secured - \$ 245,000

- | | |
|---|------------|
| i. CFA Greenways Trails and Recreation (GTRP #C000070154) | \$ 200,000 |
| ii. Dauphin County Local Share Gaming Grant (2019-45) | \$ 45,000 |

TOTAL PHASE 3 FUNDING **\$245,000**

c. Phase 3 Cost- \$245,000

- | | |
|--|------------|
| i. Professional Fees (HEB/A) | \$ 45,000 |
| ii. Preliminary Construction Cost Estimate | \$ 200,000 |

TOTAL ESTIMATED PHASE 3 COSTS **\$245,000**

Date of Issuance: May 11, 2020 Effective Date: _____
 Owner: Lower Paxton Township Contract No.: _____
 Contractor: Pennsy Supply, Inc. Contract Name: Project
 Engineer: Herbert, Rowland & Grubic HRG Project No.: 000184.0543
 Project: 2020 Lower Paxton Township Paving Project

The Contract is modified as follows upon execution of this Change Order:

Description: As requested by the Township and agreed to by the Contractor, Parkway East from Linglestown Road and St. George Drive will be added to the project scope for pavement remediation. Included shall be base repair, leveling course, pavement fabric, and wearing course overlay. Work shall be scheduled and completed in conjunction with efforts along St. George Drive.

Attached (List documents supporting change): Typical Sections, Location Map, Cost Breakdown

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$ 693,537.35</u>	Original Contract Times: Substantial Completion: <u>July 17, 2020</u> Ready for Final Payment: <u>July 31, 2020</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: <u>\$ N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: <u>\$ 693,537.35</u>	Contract Times prior to this Change Order: Substantial Completion: <u>July 17, 2020</u> Ready for Final Payment: <u>July 31, 2020</u> days or dates
[Increase] [Decrease] of this Change Order: <u>\$ 132,401.30</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: <u>\$ 825,938.65</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>July 17, 2020</u> Ready for Final Payment: <u>July 31, 2020</u> days or dates

RECOMMENDED:	AUTHORIZED BY:	RECEIVED:
By: <u>Jason R. Hinn</u> Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: <u>Frank P. Smith</u> Contractor (Authorized Signature)
Title: <u>Group Manager Civil</u>	Title: _____	Title: <u>Project Manager</u>
Date: <u>5/11/2020</u>	Date: _____	Date: <u>5/12/20</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____



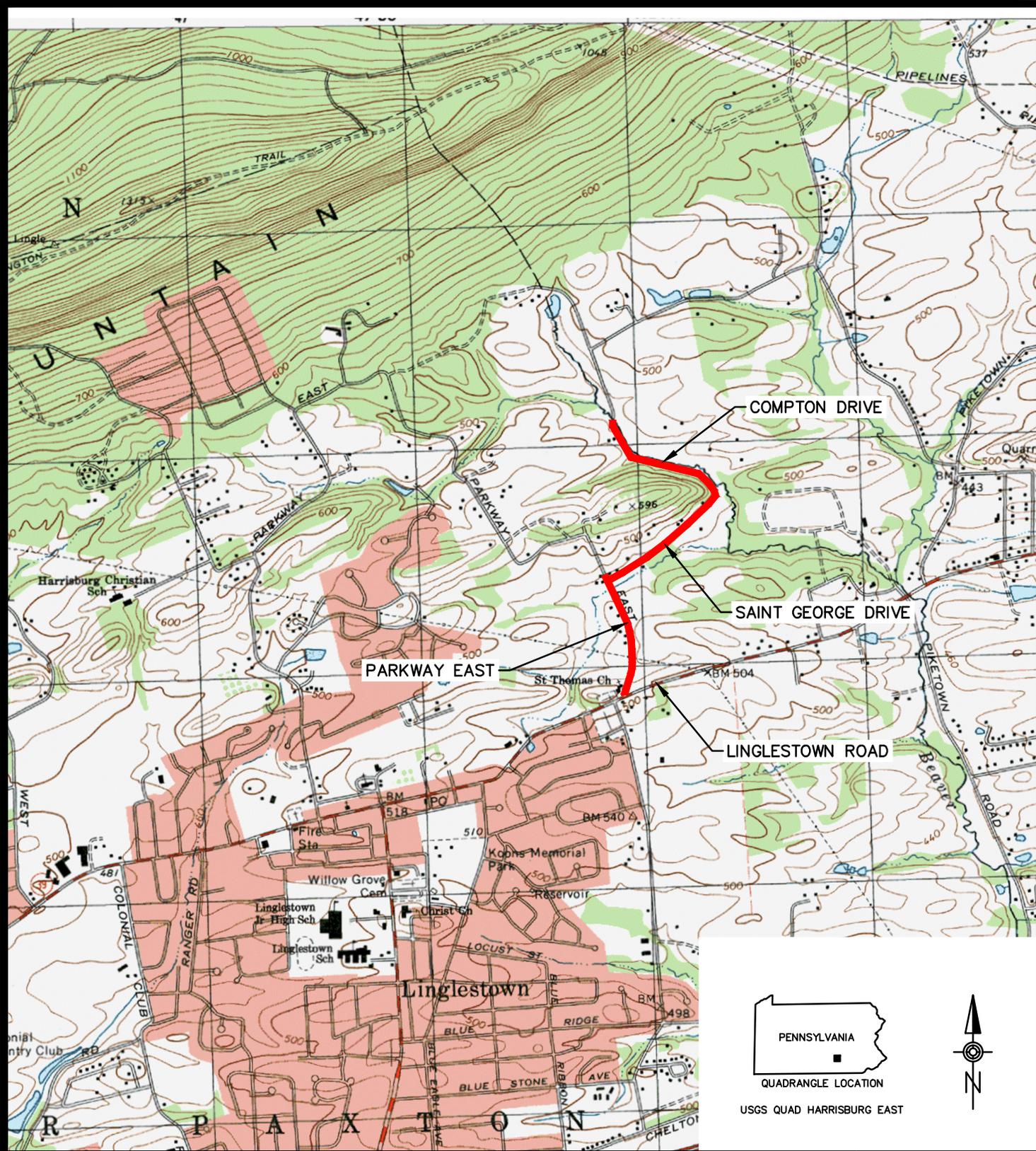
Herbert, Rowland & Grubic, Inc.
Engineering & Related Services
AN EMPLOYEE-OWNED COMPANY

369 East Park Drive
Harrisburg, PA 17111
(717) 564-1121
FAX (717) 564-1158

CALC'D BY: EAF
 CALC'D DATE: 5/11/20
 CHK'D BY:
 CHK'D DATE:

Preliminary Design - Engineer's Project Cost Opinion
 for
Lower Paxton Township 2020 Paving
CO #1 - Parkway East - Linglestown Road to Saint George Drive
R000184.0543

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
100-001	MOBILIZATION	1	LS	4645	\$ 4,645.00
100-002	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	4000	\$ 4,000.00
400-117	SUPERPAVE ASPHALT MIXTURE DESIGN, WEARING COURSE, PG 64S-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-L	5040	SY	\$ 7.95	\$ 40,068.00
400-118	SUPERPAVE ASPHALT MIXTURE DESIGN, LEVELING COURSE, PG 64S-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX	273	TN	\$ 85.50	\$ 23,341.50
400-175	PAVEMENT MEMBRANE FABRIC	5040	SY	\$ 2.20	\$ 11,088.00
400-176	SUBGRADE REPAIR	100	CY	\$ 135.00	\$ 13,500.00
400-177	BASE REPAIR	504	SY	\$ 69.00	\$ 34,776.00
400-193	PAVEMENT MARKINGS, 4" DOUBLE YELLOW, WATERBORNE	1890	LF	\$ 0.26	\$ 491.40
400-194	PAVEMENT MARKINGS, 4" WHITE, WATERBORNE	3780	LF	\$ 0.13	\$ 491.40
				TOTAL	\$ 132,401.30



AREA B LOCATION MAP

LOWER PAXTON TOWNSHIP
DAUPHIN COUNTY, PA

SHEET:	OF:	DATE:
3	3	MAY 2020



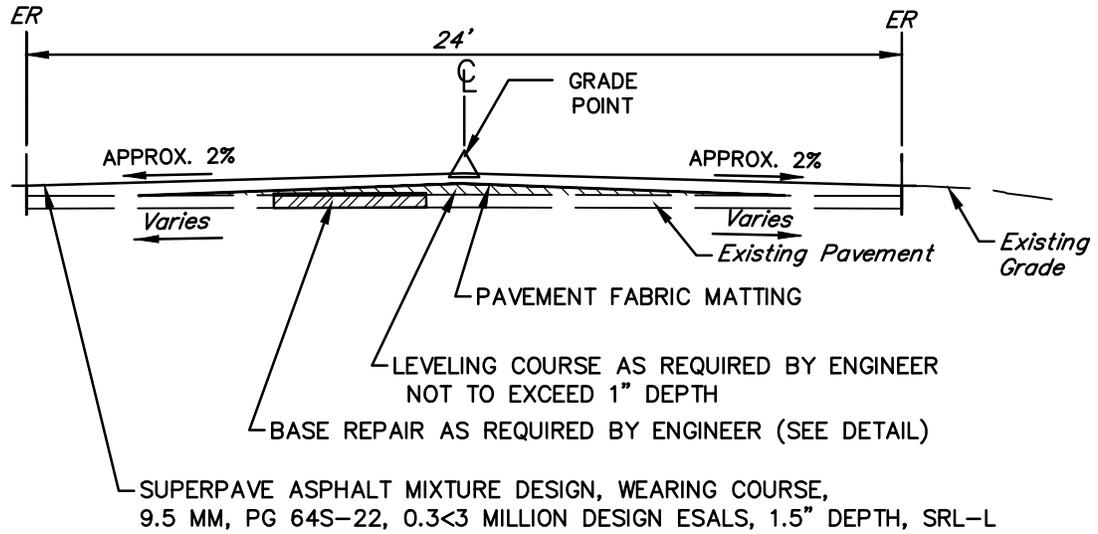
369 East Park Drive
Harrisburg, PA 17111
(717) 564-1121
Fax (717) 564-1158
hrg@hrg-inc.com
www.hrg-inc.com

DESIGN
JRH

DRAWN
MJW

SCALE
1" = 2000'

PROJECT
R000184.0543



**BASE REPAIR, LEVELING COURSE,
PAVEMENT FABRIC MEMBRANE & OVERLAY
PARKWAY EAST TYPICAL SECTION**

NOT TO SCALE

P:\1000\1000184\1000184_0543.dwg 5/11/20 11:20:53 AM JRH



369 East Park Drive
Harrisburg, PA. 17111
(717) 564-1121
Fax: (717) 564-1158
hrj@hrg-inc.com
www.hrg-inc.com

**TYPICAL SECTIONS
FOR
2020 LOWER PAXTON TOWNSHIP PAVING**

LOWER PAXTON TWP. DAUPHIN CO. PENNSYLVANIA

PROJ. MGR. - JRH
DESIGN- JRH
CADD- EAF
CHECKED- JRH
SCALE- N.T.S.
DATE- 5/11/20

DRAWING NO.
TS-3
SHEET NO.
1 OF 1
PROJECT R000184.0543



LOWER PAXTON TOWNSHIP

425 PRINCE STREET, HARRISBURG, PA 17109
PHONE: (717) 657-5600 FAX: (717) 724-8311
www.lowerpaxton-pa.gov

BOARD OF SUPERVISORS

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ROBIN L. LINDSEY

NORMAN C. ZOUMAS

MEMO TO: Planning Commission

FROM: Amanda Zerbe, Community Development Manager 
Nick Gehret, Zoning Officer

DATE: May 15, 2020

SUBJECT: Preliminary/Final Subdivision Plan for Shain P. & Diane J. Devan
7052 Creek Crossing Drive
Plan#19-22
Time Extension: June 15, 2020

Plan Summary:

The Preliminary Final Subdivision Plan for 7052 Creek Crossing Drive proposes to subdivide the existing parcel (35-078-004) which has a total area of 32.234 acres and create two separate lots. Lot 1 is to be a new single-family dwelling and will have a total area of (1.999 acres) and Lot 2 will be the residual lot with a total area of (30.235 acres).

The site is located in the Residential Low Density (R-1), Zoning District and will be served by public sewer and water supply.

Waiver Requests:

1. [SLDO:180-405.C.9] The applicant is requesting a waiver of the requirement of providing plan sheets at a minimum scale of 1"=60'.

Staffs supports this waiver request as all required information can be clearly viewed at a scale of 1"=100.

2. [SLDO:180-404.E.4] The applicant is requesting a waiver of the requirement to provide an Erosion and Sediment Control Plan.

Staff believes this waiver request should be deferred.

3. [SLDO:180-404.E.9] The applicant is requesting a waiver of the requirement to provide a stormwater management plan.

Staff believes this waiver should be deferred.

4. [SLDO:180-515.E.1] The applicant is requesting a waiver of the requirement to provide sidewalk along the frontage of Creek Crossing Drive only.

Staff support this waiver request as the associated development was planned for sidewalk along on side of the roadway only.

Administrative Comments:

1. A Zoning Permit shall be required for the plan. [ZO: 103.A.2]
2. Upon approval, provide an electronic file of the complete plan set and any other technical plans on a compact disk (CD) in accordance with Section 180-308. [SLDO: 180-404.E.16]
3. The applicant shall pay all required fees prior to recording the plan. [SLDO: 180-1105]
4. Provide all signatures prior to final approval of the plan [SLDO: 180-403.E.1]
5. The applicant shall pay a fee in-lieu of recreational land dedication. [SLDO: 180-522.C]

General Comments:

1. Plan approval shall be subject to addressing all comments of Andrew Bomberger, TCRPC.
2. Plan approval shall be subject to addressing all 13 comments as stated in the memo dated April 15, 2019 from Jason Hinz, HRG.

After all conditions of the plan are met, the applicant will be responsible for recording the plan with the Dauphin County Recorder of Deeds and provide the Township with two recorded copies.



**PRELIMINARY/FINAL SUBDIVISION PLAN
REVIEW REPORT #2**

**TO: Amanda Zerbe, Zoning Officer
Lower Paxton Township**

DATE: April 15, 2020

**RE: Preliminary/Final Subdivision Plan
7052 Creek Crossing Drive**

We have completed our review of the following information for the above-referenced project:

Submission:	Dated:	Last Revised:
Plan Sheets 1-1 of 1	July 30, 2019	February 21, 2020

The following modifications, waivers, and deferrals are requested:

	Requested Waivers:	Ordinance Section:
1	Requirement of providing plan sheets at a minimum scale of 1"=60' We support this waiver request as all required information can be seen clearly at a scale of 1"=100'.	Chapter 180-405.C.9
2	Requirement of providing an Erosion and Sediment Control Plan We believe this waiver request should be deferred.	Chapter 180-404.E.4
3	Requirement to provide a Stormwater Management Plan We believe this waiver request should be deferred.	Chapter 180-404.E.4
4	Requirement to provide sidewalk along the frontage of Creek Crossing Drive only. We support this waiver request as the associated development was planned for sidewalk along one side of the roadway only.	Chapter 180-508

We offer the following comments:

Subdivision and Land Development (Chapter 180)

1. Provide conservation easements on the plan for all areas of slope in excess of 25 percent, wetlands, and within 25 feet of the top of bank on either side of the streams traversing the site and add a note to the plan that states "Areas located within conservation easements shall be protected from any further development or destruction". *More clearly distinguish or label the added conservation easements on the plan* (180-521.E).
2. Provide a wetland certification statement in accordance with the following section (180-518.G).

3. Add details to the plan for proposed sidewalk at Maiden Creek Drive along with additional details for any associated curb and pavement restoration that may be necessary within the right of way (180-404.C.20).

General Comments

1. Under the General Notes please remove the "?" within the property corners statement.

Administrative Items to be Addressed Prior to/Upon Plan Approval

1. A Zoning Permit shall be required for the plan (203-103.A.2).
2. The applicant shall submit a financial security estimate for all items required to set the new metes and bounds (170-305).
3. Provide all signatures prior to final approval of the plan (180-404.E.1).
4. Provide an executed security agreement and financial security in a form prescribed in this Ordinance and in amount approved by the Township Engineer (180-404.E.13).
5. Upon approval, provide an electronic file of the complete plan set and any other technical plans on a compact disk (CD) (180-404.E.16).
6. The plan shall be reviewed by the Township Fire Marshall for any necessary fire lanes, building connections, etc. (180-404.C.19).
7. Provide evidence of approval of the proposed street tree species from the Township Shade Tree Commission (203-804.C. & 180-515.E.2.i).
8. The applicant shall pay all required fees prior to recording the plan (180-1105).
9. The applicant shall schedule all required inspections (170-901).

This review is based solely on the documents referenced above and does not relieve the design professional of any responsibility, nor does it imply any design responsibility by Herbert, Rowland & Grubic, Inc.



Jason R. Hinz, P.E.
Herbert, Rowland & Grubic, Inc.

JRH/LB

R000184.0002 (Phase 4675)

P:\0001\000184_0002\Admin\4675 - 7052 Creek Crossing De Van Subdivision Plan\A. Plan Review\PR#2.docx

- c: Jeffery W. Staub, P.E. (jstaub@dauphinengineering.com)
Shirley Hepschmidt (SHepschmidt@lowerpaxton-pa.gov)
Nick Gehret (ngehret@lowerpaxton-pa.gov)
Andrew Bomberger (abomberger@tcrpc-pa.org)

Plan No. 19-074

Plat Specifications	Yes	No	N/A
1. Name of proposed subdivision/land development shown	✓		
2. Owner/developer name, address & telephone number shown	✓		
3. Municipality name shown	✓		
4. Tax parcel number/Deed reference shown/Instrument #	✓		
5. North point shown	✓		
6. Map scale shown (written/graphic)	✓		
7. Date of plan preparation shown	✓		
8. Certification of surveyor/engineer/landscape architect shown <i>(need seal/sign)</i>		✓	
9. Location map shown	✓		
10. Total property map (bearings, distances, area, primary control point) shown	✓		
11. Names of adjacent landowners/subdivision shown	✓		
12. Lot numbers shown	✓		
13. Lot dimensions shown <i>(as surveyed)</i>	✓		
14. Lot areas shown	✓		
15. Permanent monuments and markers shown	✓		
16. Building setbacks shown	✓		
17. Existing natural features shown -			
Wetlands	✓		
Floodplains	✓		
Woodlands, streams, etc.	✓		
18. Contours at required interval shown	✓		
19. Easements shown and identified		✓	
20. Existing man-made features shown -			
Building (s)	✓		
Storm drainage facilities	✓		
Sewer mains	✓		
Water mains		✓	
21. Proposed man-made features shown -			
Building (s)			✓
Storm drainage facilities			✓
Sewer disposal - public(✓) on-lot ()	✓		
Water supply - public (✓) well ()		✓	
22. Existing streets shown -			
Name	✓		
R/W width	✓		
Paving width	✓		
Dedicated R/W width			✓
23. Proposed streets shown -			
Name			✓
R/W width			✓
Paving width			✓
Profiles			✓
24. Curbs shown		✓	
25. Sidewalks shown		✓	
26. Existing and proposed coverage shown			✓
27. Parking schedule provided shown			✓
28. Traffic study completed			✓
29. Recreation area shown/fee in-lieu-of provided		✓	
30. Erosion and sedimentation control plan shown		✓	
31. Statement of ownership, signature and notarization shown <i>(need sign/notar.)</i>		✓	
32. Dedicatory statement shown			✓
33. Approval blocks shown	✓		
34. PADOT Highway Occupancy Permit statement shown		✓	
35. Consistency with Future Land Use plans -			
County plans	✓		
Municipal plans	✓		

Nick Gehret

From: Rich Needham
Sent: Tuesday, August 27, 2019 7:09 AM
To: Nick Gehret
Subject: Re: Preliminary/Final Subdivision Plan for 7052 Creek Crossing Drive

Nick,

I have no comment for this plan

Rich

From: Nick Gehret <NGehret@lowerpaxton-pa.gov>
Sent: Monday, August 26, 2019 2:22 PM
To: Rich Needham <rneedham@lowerpaxton-pa.gov>
Subject: Preliminary/Final Subdivision Plan for 7052 Creek Crossing Drive

Good Afternoon Rich,

I have a plan for a minor subdivision that is going to Planning Commission in September. This plan is only one page and I just wanted to see if you could look over it and see if you think anything needs addressed from your end.

Thanks and have a good day.

Nicholas Gehret
Codes Enforcement Officer
Lower Paxton Township
425 Prince Street
Harrisburg, PA 17109
717-657-5600 ext 1159
Fax 717- 7248311



Dauphin Engineering Co.

P.O. Box 6249 ○ Harrisburg, PA 17112

(717) 558-9400 ○ Fax (717) 558-8056

May 11, 2020

Amanda Zerbe, Community Development Director
Lower Paxton Township
425 Prince Street
Harrisburg, PA 17109

RE: Preliminary/Final Subdivision Plan for Shain P. & Diane J. DeVan
Shain P. & Diane J. DeVan - Owners
7052 Creek Crossing Drive
Lower Paxton Township, Dauphin County, PA

Dear Amanda:

Enclosed is the following information constituting revisions to the Preliminary/Final Subdivision Plan for Shain P. & Diane J. DeVan at the referenced address:

1. Seven (7) copies of the Plan, revision dated May 11, 2020.

We have made revisions to the plan in response to the comments contained in a memorandum to you from Jason R. Hinz, P.E., Herbert, Rowland & Grubic, Inc., dated April 15, 2020. Each comment has been addressed in the order that it appeared.

Herbert, Rowland & Grubic, Inc.

Requested Waivers:

1. Requirement of providing plan sheets at a minimum scale of 1" = 60'. [Chapter 180-405.C.9]

We support this waiver request as all required information can be seen clearly at a scale of 1" = 100'.

2. Requirement of providing an Erosion and Sediment Control Plan. [Chapter 180-404.E.4]

We believe this waiver request should be deferred.

3. Requirement to provide a Stormwater Management Plan. [Chapter 180-404.E.4]

We believe this waiver request should be deferred.

Dauphin Engineering Co.

Amanda Zerbe, Community Development Director
May 11, 2020
Page Two

4. Requirement to provide sidewalk along the frontage of Creek Crossing Drive only. [Chapter 180-508]

We support this waiver request along Creek Crossing Drive as the associated development was planned for sidewalk along one side of the roadway only.

The waiver requests and recommendations have been acknowledged.

Subdivision and Land Development (Chapter 180)

1. Provide conservation easements on the plan for all areas of slope in excess of 25 percent, wetlands, and within 25 feet of the top of bank on either side of the streams traversing the site and add a note to the plan that states "Areas located within conservation easements shall be protected from any further development or destruction". *More clearly distinguish or label the added conservation easements on the plan* (180-521.E).

Conservation easements have been more clearly shown and/or labeled on the plan for all areas of slope in excess of 25 percent, wetlands, and within 25 feet of the top of bank on either side of the streams traversing the site.

2. Provide a wetland certification statement in accordance with the following section (180-517.G).

An additional written waiver request of the requirement to show a wetland certification statement on the plan has been submitted to the Township.

3. Add details to the plan for the proposed sidewalk at Maiden Creek Drive along with additional details for any associated curb and pavement restoration that may be necessary within the right-of-way (180-404.C.20).

Details have been added to the plan for the proposed sidewalk at Maiden Creek Drive along with slant curb and pavement restoration.

General Comments

1. Under the General Notes please remove the "?" within the property corners statement.

Under the General Notes, the "?" will be replaced with "¼" within the property corners

Dauphin Engineering Co.

Amanda Zerbe, Community Development Director
May 11, 2020
Page Three

statement prior to the recording of the plan.

Administrative Items to be Addressed prior to/Upon Plan Approval

1. A Zoning Permit shall be required for the plan (203-103.A.2).

A Zoning Permit for the plan shall be obtained by the applicant.

2. The applicant shall submit a financial security estimate for all items required to set the new metes and bounds (170-305).

The applicant will submit a financial security estimate to the Township for any required property corner markers/monuments.

3. Provide all signatures prior to final approval of the plan (SLDO: 180-403.E.1).

Original seals and signatures will be provided on the plan.

4. Provide an executed security agreement and financial security in the form prescribed by this Ordinance and in the amount approved by the Township Engineer (180-404.E.13).

An executed security agreement and financial security in the form prescribed by this Ordinance and in the amount approved by the Township Engineer will be provided to the Township under separate cover.

5. Upon approval, provide an electronic file of the complete plan set and any other technical plans on a compact disk (CD) (180-404.E.16).

The applicant will provide an electronic file of the complete plan set and any other technical plans on a compact disk (CD) to the Township prior to recording the plan.

6. The plan shall be reviewed by the Township Fire Marshall for any necessary fire lanes, building connections, etc. (180-404.C.19).

The plan was reviewed by the Township Fire Marshall with no additional comments.

7. Provide evidence of approval of the proposed street tree species from the Township Shade Tree Commission (203-803.D. & 180-515.E.2.i).

Dauphin Engineering Co.

Amanda Zerbe, Community Development Director
May 11, 2020
Page Four

There are numerous existing street trees along the lot frontages of Creek Crossing Drive and Maiden Creek Drive. Although several trees will be required to be removed at the end of Maiden Creek Drive to permit the construction of the proposed driveway that will serve New Lot 1, at least two existing street trees will remain along the Maiden Creek Drive frontage to satisfy the minimum street tree requirement.

8. The applicant shall pay all required fees prior to recording the plan (180-1105).

The applicant will pay all required fees prior to recording the plan.

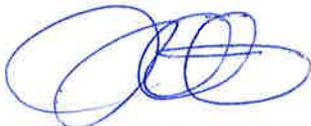
9. The applicant shall schedule all required inspections (170-901).

The applicant will schedule all required inspections.

Please place this plan on the agenda of the next available Board of Supervisors meeting.

If you have any questions regarding this matter, or if you require additional information, please call me at your convenience.

Cordially,



Jeffrey W. Staub, P.E.

xc: Shain P. & Diane J. DeVan

Enclosures

