



**PROPOSAL & CONTRACT
(WHEN EXECUTED)**

(THIS PROPOSAL INCLUDES
INSTRUCTIONS TO BIDDERS)

A. DEPOSIT OF PROPOSALS.

All envelopes containing Bid proposals shall be clearly marked “**Paving**” proposals for letting

May 20, 2021 ”

Date

Sealed Proposals will be received on or before

7:00 PM on the above letting date

Time

Bids will be opened and read at approximately

7:15PM , on the above letting date.

Time

Franklin Township, Second Class Township

Municipality Name and Type

Kathryn Shea

Secretary

384 Greenhouse Road

Address

Middleburg, PA 17842

Proposals must be mailed or otherwise delivered to the above address.

1. The contractor proposes to furnish and deliver all materials (including Form CS-4171, CERTIFICATE OF COMPLIANCE and/ or TR-465 DAILY BITUMINOUS MIXTURE CERTIFICATION) and to do and perform all work on the following project as more specifically set forth in the Schedule of Prices (Attachment), in accordance with drawings and specifications on file at _____ and special requirements contained herein and/ or attached hereto and current PennDOT Specifications (Publication 408), except (a) bidders need not be prequalified by PennDOT (Sec.102.01), and (b) Volumetric testing of bituminous paving materials is not required (Sec. 409).

2. If designated as the successful bidder, the contractor will begin work on the date specified in the notice to proceed. Or as otherwise provided in the special requirements, and will complete all work on or before Aug. 24 , 2021. If all work is not completed on time, liquidated damages will be assessed at the rate of \$ 885.00 per additional calendar day.

3. Accompanying this proposal is a certified check or bid Bond in the amount of 10 % of Bid made payable to the municipality as a proposal guarantee which, it is understood, will be forfeited in case the contractor fails to comply with the requirement of the proposal.

4. Performance and Payment Bonds in the amount of 100% and proof of Worker’s Compensation insurance must be supplied within 20 day of receipt of bid award to the Municipality.

B. PROPOSAL OF: _____

Name of Contractor

Address

CONTRACTOR’S CERTIFICATION

It is hereby certified as follows:

1. The only person(s) interested in this proposal as principal(s) is (are): _____

2. None of the above persons are employees of the municipality.

3. This proposal is made without collusion with any other person, firm, or corporation.

4. All plans and specifications referred to above and the site of the work have been examined by the contractor. The contractor understands that the quantities indicated herein are approximate and are subject to change as may be required; and that all work is payable on the basis of the unit prices listed on the Schedule of Prices (Attachment 1).

5. The contractor will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled.

6. The contractor will provide the municipality with a performance bond, conditioned upon the faithful performance of the contractor in accordance with the plans, specifications and conditions thereof, and a payment bond conditioned on the prompt payment of all material furnished and labor supplied or performed in the prosecution of the work, in accordance with the Public Work's Contractors' Bond Law of 1967; and an affidavit accepting the provisions of the Workmen's Compensation Act of 1915, as amended.

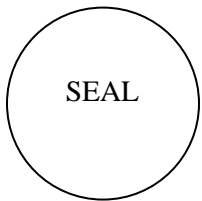
7. "The parties agree that the relationship between the Contractor and the Township is one of independent contractor and not the employer/employee and that the individual employees of the Contractor who will be performing the work pursuant to this contract are not employees of the Township. Contractor hereby certifies, represents and warrants to the Township that all persons performing any aspect of the work pursuant to this Contract who are required to have commercial driver's license are subject to a program for drug and alcohol testing in accordance with the Omnibus Transportation Employee Testing Act of 1991 and the federal regulations adopted pursuant thereto."

Contractor

WITNESSED OR ATTESTED BY:

BY: _____
Title (Seal)

Title



TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED

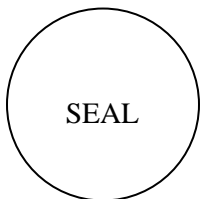
ACCEPTED ON: _____
Date

Municipality

ATTESTED BY:

Title

BY: _____
Title



Title

Title

ATTACHMENT # 1

LOCATION OF WORK:

Franklin Township, Snyder County

STREET / ROAD NAME	L	W	D	TYPE OF WORK	UNITS	QUANTITY
SPRUCE HOLLOW RD	1960	18	2.50	19 MM BINDER COURSE, 2 1/2" DEPTH	TON	588
	1960	4	4.00	SHOULDER BACKUP USING 2RC 2' LT/RT	TN	175
64-123 C/L	59	8	4.00	FLEXIBLE BASE REPLACEMENT W/ 19 MM BINDER	TON	13
238-374 LT	136	9	4.00	FLEXIBLE BASE REPLACEMENT W/ 19 MM BINDER	TON	33
426-505 RT	79	5	4.00	FLEXIBLE BASE REPLACEMENT W/ 19 MM BINDER	TON	11

DESCRIPTION OF WORK:

ASPHALT BINDER COURSE, PG 64S-22, <0.3 MILLION ESALS, 19 MM MIX 2 ½" DEPTH

Furnish, place and compact binder course as directed for the entire width of the roadway. Complete binder course to compacted depths tabulated. Contractor to follow current Pub 408 Section 413 Specifications.

SHOULDER BACKUP 2RC 2' LT/RT

Furnish, place and compact 2RC at tabulated areas. Contractor to coordinate with township on desired locations. Entire roadway may not need shoulder backup.

FLEXIBLE BASE REPLACEMENT W/ 19 MM BINDER COURSE

Contractor to follow Pub 408 Section 316. Contractor to excavate to dimensions tabulated. Contractor must tack coat vertical edges of existing pavement. Contractor must match existing road elevation.

Tack to be applied to all pave areas. Contractor must provide municipality with tack slips, Bill of Lading and application rates. Municipality may withhold payment if this is not provided.

Note: Incidental to the above items is mobilization, cleaning of roadway, paving notches for all bituminous tie-ins (side roads and driveways), tack coat on existing roadway as need or directed, sealing of joints and traffic control according to Pub. 213.

All drive and sideroad tie-ins must be milled and are incidental to paving item of work.

Maintain ingress and egress to all drives

All work must be completed in accordance with the current PA DOT Pub. 408 Specifications and its supplement.

Attachment #1
Continued

ESCALATOR CLAUSE: IS INCLUDED IN THIS CONTRACT.

Price Adjustment of Bituminous Material – Section 110.04

The contractor must also provide the municipality a copy of the price adjustment calculation prior to placing any material and a copy with the final invoice.

Special provision to this item is that the minimum 100 Ton asphalt cement is waived.

Contractor must coordinate with Seal Coating Operations.

FRANKLIN TWP, SNYDER COUNTY

Schedule of Prices					
Item No.	Quantity	Unit	Description of Work	Unit Price	Total
1	588	TON	ASPHALT BINDER COURSE, PG 64S-22, <0.3 MILLION ESALS, 19 MM MIX 2 ½” DEPTH		
2	175	TON	SHOULDER BACKUP 2RC 2’ LT/RT		
3	57	TON	FLEXIBLE BASE REPLACEMENT W/ 19 MM BINDER COURSE		
4	1	LS	Escalator Clause Adjustment of Bituminous Materials IB = \$-----/Ton May 2021, District 3-0	N/A	N/A
			Total Amount of Contract:		

MS-944 PROPOSAL AND CONTRACT INSTRUCTIONS – FORM 944

1. The proposal must be typewritten or printed.
2. If more than one proposal on any project is submitted by any individual, firm or partnership, corporation or association under the same names, only one lowest proposal will be considered.
3. Description of work-----
 - A. If additional space is needed, insert appropriately numbered attachment and note “Continued on Attachment No. _____.”
 - B. Where Binder Surfaces are a part of this Contract, Average Daily Traffic (ADT) Count must be included in the description.
4. Part A of Page 1 to be completed by municipality. Part B of Page 1 to be completed by contractor. Schedule of Prices – Column #1 (Item), #2 (Approximate Quantities), #3 (Unit, i.e., ton, square yard, linear feet, etc.) and #4 (Description, i.e., bituminous materials – ID-2, FJ1, FB1, BCBC, etc.) must be filled in by the municipality to insure equitable bidding. Column #5 (Unit Price), #6 (Total), and total amount of bid must be filled in by the contractor. If more space is needed, add note at bottom of the page: Continued on Attachment No. 1-A,” and add additional sheet designated as Attachment No. 1-A, 1-B, etc. Repeat for each additional sheet required.
5. If liquidated damages are to be assessed, add the following sentence to Part A #2. “If all work is not completed on time, liquidated damages will be assessed at the rate of \$ _____ per additional working day.” (OR”...as set forth in the attached schedule.”)
6. Payment and Performance bonds are provided only by the successful bidder. Contracts under \$5,000 – bonds must be in 50% of the contract amount. Contracts in excess of \$5,000 – bonds must be in 100% of the contract amount. Bond Form MS-944 Attachments 2 and 3 and Workmen’s Compensation Affidavit Attachment 4 must be submitted by the successful bidder within 20 days of the contract award. Failure to submit the bonds shall constitute grounds to cancel the contract.
7. *Construction projects, where the estimated cost of the total project exceeds \$100,000, are subject to the provisions of the Pennsylvania Prevailing Wage Act 442. It is the responsibility of the municipality to obtain the Prevailing Wage Scale for the area and include it in the proposal. IF the Prevailing Wage Act applies, this fact shall be noted in the advertisement.

On projects utilizing Federal revenue Sharing Funds, if the project cost exceeds \$2,000 and is financed with 25% or more Federal Revenue Sharing Funds, the Davis Bacon Act applies. Again it is the responsibility of the municipality to obtain the Davis Bacon Wage Rates, include them in the proposal and note the fact in the advertisement. If both Acts are applicable, the Davis Bacon Act has preference over the Pennsylvania Prevailing Wage Act.
8. An ESCALATOR CLAUSE is optional; however, if used, it must be included n the proposal prepared by the municipality. An escalator clause may not be inserted by the contractor.

*(1961, Aug. 15, P.L. 987; 43 P.S. 165)

PERFORMANCE BOND
(With Corporate Surety)

KNOW ALL MEN BY THESE PRESENTS, that we, _____
(NAME AND ADDRESS OF CONTRACTOR)

as Principal and _____
(SURETY COMPANY)

a corporation incorporated under the laws of the State of _____ as Surety
(NAME OF STATE)

are held and firmly bound unto _____ . In the full and just sum
of _____ (\$ _____) dollars

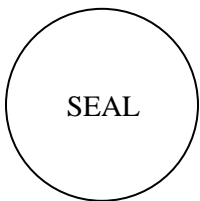
lawful money of the United States of America, to be paid to the above Municipality or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

NOW, THEREFORE, the condition of this obligations such that if the bounden Principal, as Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said Contract, including the Specifications and conditions referred to and made a part thereof, and such alterations as may be made in said Specifications as therein provided, and shall well and truly, and in a manner satisfactory to the Municipality fulfill all obligations as therein set forth, then this Obligation shall be void, but otherwise the same shall be and remain in full force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the contract or its specifications with the express approval of the Municipality or the Principal to the other, shall not in any way release the Principal and Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration or forbearance being hereby waived.

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

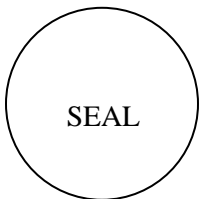


Attest / Witness

CONTRACTOR

TITLE

BY: _____
TITLE



Attest / Witness

SURETY COMPANY

TITLE

BY: _____
TITLE

KNOW ALL MEN BY THESE PRESENTS, that we, _____
of _____, as PRINCIPAL and _____
corporation incorporated under the laws of the State of _____ as SURETY, are
held and firmly bond unto the _____, in the full and just sum of
_____ (\$ _____) dollars, lawful money of the United
States of America, to be paid to the said _____ or its assigns, to which payment well and true to be made,
we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the above bounden Principal has entered into a contract with the above municipality, hereinafter
called Obligee, bearing even date herewith, for the improvement of a certain section of highway or bridge in said
Municipality consisting of: _____

for approximately the sum of _____ (\$ _____) dollars.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden PRINCIPAL shall and
will promptly pay or cause to be paid in full all sums of money which may be due to contract or otherwise, to any
individual, firm, partnership, association or corporation, for all material furnished or labor supplied or performed in the
prosecution of the work, whether or not the said material or labor entered into and became component parts of the work
and for rental of the equipment used and services rendered by public utilities in, or in connection with the prosecution of
such work, then this obligation to be void, otherwise to remain in full force and effect.

The PRINCIPAL and SURETY, hereby, jointly and severally, agree with the Obligee herein that any
individual firm, partnership, association or corporation, which has performed labor or furnished material in the
prosecution of the work as provided, and any public utility which has not been paid in full therefor, may sue in
assumpsit on this Payment Bond in his, their, or its own name and may prosecute the same to final for such sum
or sums as may be justly due him, them or it, and have execution thereon. Provided, however, that the Obligee
shall not be liable for the payment of any costs of expenses of such suit.

RECOVERY by any individual, firm, partnership, association or corporation hereunder shall be subject to the
provisions of the "Public Works Contractors' Bond Law of 1967", Act No. 385, approved December 20, 1967, P.L. 869,
which Act shall be incorporated herein and made a part hereof, as fully and completely as though its provisions were fully
and at length herein recited.

It is further provided that any alterations which may be made in the terms of the contract or in the work
to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Obligee
of any extension of time for the performance of the contract or any other forbearance on the part of either the
Obligee or the Principal to the other, shall not in any way release the PRINCIPAL and the SURETY or
SURETIES of any such alteration, extension of forbearance being hereby waived.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly executed this Bond under seal this
_____ Day of _____, 20 _____.

WITNESS:

TITLE

WITNESS:

TITLE

CONTRACTOR

BY: _____

TITLE

SURETY COMPANY

BY: _____

TITLE

**AFFIDAVIT RE
ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT**

State of)
)
)SS:
)
County of)

Being duly sworn according to law deposes and says that they have he has
It

accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania,

has his
with its supplements and amendments, and have insured their liability hereunder in it accordance with the terms of said
its

Act with _____
(SURETY COMPANY)

(TYPE OR PRINT) CONTRACTOR

BY: _____
SIGNATURE

Sworn to and subscribed before me this _____ day of

_____ A.D. 20 _____

SIGNATURE

My Commission Expires _____
(DATE)

ANTI-COLLUSION AFFIDAVIT



County _____

Municipality _____

Project Number _____

Fed. Project No. _____

(If Applicable)

State of _____

County of _____

The undersigned deponent deposes and says that he is the _____

of the _____ Company; that he is authorized to make this

affidavit on behalf of said company in compliance with section 102.06 (e) of Department Specifications,

Publication 408, as amended and that the said company has not, either directly or indirectly, entered

into any agreement, participated in any collusion, or otherwise taken any action in restraint of free

competitive bidding in connection with such contract.

(Contractor)

BY

Sworn to and subscribed before me the undersigned notary public this

_____ day of _____, _____ .

Notary Public

My Commission expires _____



_____ MUNICIPALITY

NOTICE OF COMPLETION

IN REFERENCE TO PROJECT # _____

Name of Contractor _____

Performance of work as specified on the above numbered contract is completed and final pavement inspection has been made by the contractor and municipality in accordance with the terms of the contract awarded.

DATE OF AWARD _____

Signature of Municipality

Signature of Contractor

Both copies of this form to be filled by the Contractor-Municipality on completion of final pavement restoration.

THIS PORTION TO BE COMPLETED BY MUNICIPALITY

FINAL COMPLETION CERTIFICATE

By the affixing of my signature I hereby certify that final inspection has been made and all work has been performed in accordance with the above contract # and is hereby accepted by the municipality as completed.

Authorized Agent for the Municipality

*DATE _____

*** The contractor is responsible for maintenance of permanent pavement repairs for a period of one year from this date.**