



**PROPOSAL AND CONTRACT  
( WHEN EXECUTED )**

**INSTRUCTIONS ON PAGE 4**

**THIS PROPOSAL INCLUDES  
INSTRUCTIONS TO BIDDERS**

**A. DEPOSIT OF PROPOSALS.**

All envelopes containing Bid proposals shall be clearly marked "Bid Proposal for letting of June 6, 2023."

DATE

PENN TOWNSHIP  
MUNICIPALITY (NAME & TYPE)

Mark Heister  
SECRETARY

**Sealed Proposals will be received on or before**  
**1:00 PM** on the above Letting Date.  
TIME

97 N. Penryn Road  
Manheim, PA 17545  
ADDRESS

**Bids will be opened and read at approximately**  
**1:00 PM**, on the above Letting Date.  
**TIME**

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 PENN TOWNSHIP as well as the supplements 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 within **see attachment 1-A** calendar days.
- 3 Accompanying this proposal is a certified check or bid bond in the amount of 10% 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 requirements of the proposal.

**B. PROPOSAL OF:**

NAME / ADDRESS OF CONTRACTOR

### CONTRACTORS CERTIFICATION

**It is hereby certified as follows:**

- 1 The only person interested in the proposal as principal (s) is (are):  

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- 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 price 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 contract 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 Works Contractors' Bond Law of 1967; and an affidavit accepting the provisions of the Workmen's Compensation Act of 1915, as amended.

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**CONTRACTOR**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
TITLE: \_\_\_\_\_

WITNESSED OR ATTESTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
TITLE: \_\_\_\_\_

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

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ACCEPTED ON : June 12, 2023  
DATE

**PENN TOWNSHIP  
MUNICIPALITY**

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_ Chairman

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_ Vice-Chairman

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_ Treasurer



ATTESTED BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_ Secretary



TO MS - 944 ( PROPOSAL AND CONTRACT MS - 944 )

Municipality: PENN TOWNSHIP

Project Number:

1. N. PENRYN ROAD (T-560) OAK LANE (T-571) to the Elizabeth Twp. Line

ESCALATOR CLAUSE:( if adopted by Municipality.)

THIS PORTION TO BE COMPLETED  
BY THE MUNICIPALITY

**\* DESCRIPTION:**

**Must include ADT on wearing surfaces  
USE OF CUTBACK ASPHALT IS PROHIBITED  
BETWEEN MAY 1st AND OCTOBER 31st, EXCEPT  
AS NOTED IN BULLETIN NO. 25.  
FOR OPTION OR PHASE BIDS THE TOTALS FOR  
EACH MUST BE INCLUDED.**

**ATTACHMENT #2**  
**ROADS AND WIDENING SPECIFICATIONS**

**N. PENRYN ROAD(T560) - Oak Lane(T571) to Elizabeth Twp. Line**

<b>&gt;Widen with milling machine to 24' (4' cut each side, as directed by Roadmaster, 11" depth) by contractor</b>	<b>3,030 sq/yds</b>
<b>&gt;Installation of 2A stone base (approx. 7" depth) by Penn Township</b>	
<b>&gt;Installation of 19 MM Superpave (PG 64-22, 0.3 to&lt;3 million ESAL's) (4" depth) on widened area by contractor</b>	<b>3,030 sq/yds</b>

**WIDENING SPECIFICATIONS:**

**The contractor must adhere and acknowledge the following pertaining to milling projects on roadways in Penn Township, Lancaster County, PA as part of the bid proposal.**

1. Roadway widening shall be performed by use of a milling machine (Roadtec RX-60 or equivalent) with a truck loading conveyor.
2. Milling head shall provide a four (4) foot wide cut and be capable of up to 12" depth.
3. **Contractor** shall provide milling machine, operator, ground crew and necessary haul trucks as part of square yard price. Dump site will be within 1 to 2 miles of the work site.
4. **Penn Township** personnel will provide power broom, road widener, roller, and crew to place seven (7) inches of 2A stone backfill immediately following the milling process.
5. **Contractor** shall provide road widener, haul trucks, rollers, and crew to place & compact 19MM Superpave coarse at 4" depth immediately following the installation of the stone base as part of the square yard price. **Contractor** to provide labor and equipment only – 19MM Superpave is to be hauled from **Highway Materials Plant #103 (Lititz)** and billed through **Penn Township's FOB contract.**
6. Road to be widened will be closed to traffic. **Penn Township** will provide and place necessary signs.
7. Successful bidder shall provide at least three (3) day notice prior to scheduling of work.

**SPECIAL PROVISIONS TO CONTRACT MS-944 ( Attachment 1-A )  
CONTAINS IMPORTANT INFORMATION FOR THE CONTRACTOR**

**The Prime Contractor and subcontractors must comply with all of the following provisions that are marked with an "X".**

Traffic Control and Safety Devices to be provided by the Contractor.

( Maintenance and Protection of Traffic to comply with current MUTCD, Publication 212 and Publication 213.)

X Delivery tickets for all materials.

CS-4171 Certificate of Compliance and/ or TR-465 Daily Bituminous Mixture Certification required for all materials.

X Notify the Municipality five working days prior to start of project.

X Work to be completed on or before 10/31/2023 . After 10/31/2023 Liquidated damages apply at the rate of \$ 870.00 per calendar day.

X Roadway to be power broomed by (contractor                      municipality    X )prior to start of project.

Excess material to be removed by (contractor                      municipality                      .)

X Municipality to inspect project.

X Need Bill of Lading for each shipment of bituminous material per Section 702.1(c) of Specifications 408.

Tack Coat required per Section 460, or 409 for superpave, of Specifications 408 and is incidental to paving item unless noted otherwise.

Prime Coat required per Section 461 of Specifications 408.

Bituminous Seal on all abutting pavement and curbs required.

Saw cut or Milled Paving Notch required and incidental to paving item unless noted otherwise.

Scratch/ Leveling Courses to be placed at the discretion of appointed inspector(s).

Full width pavement with one pass required. .

X Municipality reserves the right to limit work completed.

Taper pavement the last 3 feet to curb.

X For FOB Source bids, hauling distance will determine selection of bid award.

Municipality reserves the right to procure material which best suits their requirements after all bids and items are reviewed.

Incidental Preparation and clean up required. ( Project Construction Materials )

X The municipality reserves the right to make an award on the basis of the aggregate total for all like items on which quotations are received.

Provide design, which meets Specifications Form 408 to the municipality 5 days prior to start of work.

Contractor responsible for defects that occur within one year of applications.

Contractor required to review proposed project with Municipality's Representative prior to bidding.

Oil Samples required from each distributor truck by contractor (1) one quart : A.M. & P.M. and witnessed by municipality and retained by municipality. (Oil samples must be placed in an approved type container that is compatible with oil sample.)

At least three random stone samples to be taken by contractor on project site witnessed by municipality and retained by municipality.

Complete all testing in accordance with Specification Form 408 Section 409 except for superpave volumetric testing.

X Notice to Proceed will be the date of Contract acceptance.

Final Completion Certificate & Notice of Completion required.

X Future award of Contract will be based on quality of work as determined by the municipality.

Contractor, notify all residents of pending work to be performed.

**My signature signifies that I have read and understand the above special provisions to this contract, and by being authorized by this company to act as their authorized representative, and on their behalf hereby agree to adhere to any and all of the provisions pertaining to this contract.**

Contractor's Representative

Date

Municipality's Representative

Date

PENN TOWNSHIP

Company

Municipality

## 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 an individual, firm or partnership, corporation or association under the same or different 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 attached work sheets."
- 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 - 9.5 mm S & L, 12.5 mm Wearing, 25.0 mm Base Course, etc.) Must be filled in by the municipality to insure equitable bidding. Columns #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 the 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. As required by Publication 408, Section 102.06(e), each bidder must submit a completed Form 7126 - Anti-Collusion Affidavit with its bid proposal.
- 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 \$870.00 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 from \$4,000.00 up to \$5,000.00 in Second Class Townships - performance bond must be not less than 10% or greater than 100% of amount of contract. Contracts greater than \$1,500.00 up to \$10,000.00 in First Class Townships, Boroughs and Third Class Cities - bonds must be between 50 % to 100% of the contract amount. Contracts in excess of \$5,000.00 in Second Class Townships and in excess of \$10,000.00 in First Class Townships, Boroughs and Third Class Cities - bonds must be in 100% of the amount of the contract. Bond Forms 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 \$25,000, 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; if used, it must be included in 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

(NAME OF STATE)

as Surety

are held and firmly bound unto

(NAME OF MUNICIPALITY)

in the full and just sum of

(\$

) dollars

lawful money to 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 bounden 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 obligation is such that if the above bounden Principal, as Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said Contract, including the Specifications and conditions referred to and made a part thereof, and such alterations as may be made in said Specifications as therein 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 contractor 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 the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the surety of any such alteration or forbearance being hereby waived.

**IN WITNESS WHEREOF**, the said Principal and Surety have duly executed this Bond under Seal, pursuant to due and legal action authorizing the same to be done on

(DATE OF BOND)



**Attest / Witness:**

CONTRACTOR

**BY**

TITLE:

TITLE:



**Attest / Witness:**

SURETY COMPANY

TITLE:

TITLE:



KNOW ALL MEN BY THESE PRESENTS, that we

as PRINCIPAL and \_\_\_\_\_  
 a 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 truly 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 by 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 for 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:

\_\_\_\_\_  
 CONTRACTOR

\_\_\_\_\_  
 TITLE:

BY: \_\_\_\_\_

\_\_\_\_\_  
 TITLE:



WITNESS:

\_\_\_\_\_  
 SURETY COMPANY

\_\_\_\_\_  
 TITLE:

\_\_\_\_\_  
 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 <sup>he has</sup> have  
it has

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

<sup>has</sup> <sup>his</sup>  
its supplements and amendments, and have insured their liability thereunder in 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 LANCASTER COUNTY

Municipality PENN TOWNSHIP

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 \_\_\_\_\_