



**PROPOSAL & CONTRACT
(WHEN EXECUTED)**

(THIS PROPOSAL INCLUDES
INSTRUCTIONS TO BIDDERS)

A. DEPOSIT OF PROPOSALS.

All envelopes containing Bid proposals shall be clearly marked “SEAL COAT” proposals for **award**

5:30 PM May 10, 2021
Time Date

Sealed Proposals will be **received** on or before

1:00 PM May 6, 2021
Time Date

Bids will be opened and **read** at approximately

1:15 PM May 6, 2021
Time Date

East Buffalo Township, Second Class Twp, Union County
Municipality Name and Type
Jolene Helwig

East Buffalo Township, 589 Fairground Road, Suite 1
Lewisburg, PA 17837

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 **August 27, 2021**. If all work is not completed on time, liquidated damages will be assessed at the rate of **\$885.00** per additional working 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.

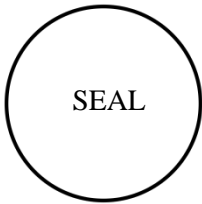
4. All plans and specifications referred to above and the site of the work have been examined by the contractor. The contractor understands that the quantities indicated herein are approximate and are subject to change as may be required; and that all work is payable on the basis of the unit prices listed 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.
8. Contractor shall indemnify and hold harmless municipality, its agents and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the work. Contractor shall obtain insurance, at Contractors' expense, prior to performing work, and shall maintain it in full force throughout the duration of this Contract. Contractor shall obtain insurance from companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Pennsylvania. Contractor shall provide proof of insurance to the municipality prior to the performance of work.

Contractor

WITNESSED OR ATTESTED BY:

BY: _____
Title (Seal)

Title



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

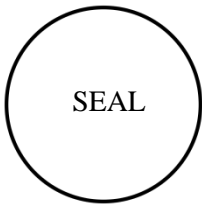
ACCEPTED ON: _____
Date

Municipality

ATTESTED BY:

BY: _____
Title

Title



Title

Title

ATTACHMENT #1

LOCATION OF WORK:

East Buffalo Township, Union County

STREET / ROAD NAME	L	W	TYPE OF WORK	UNITS	QUANTITY
PHEASANT RIDGE ROAD Country Road to Stein Lane	3090	22	BITUMINOUS FIBER REINFORCED SEAL COAT	SY	7,554
	3090	22	ASPHALT FOG SEAL		7,554
SUPPLEE MILL ROAD Furnace Road to US15	6050	23	BITUMINOUS FIBER REINFORCED SEAL COAT	SY	15,462
	6050	23	ASPHALT FOG SEAL	SY	15,462

Bituminous Fiber Reinforced Seal Coat w/CRS -2PM Oil SRL-L

I. DESCRIPTION

This work is an application of bituminous fiber reinforced material immediately followed by an application of coarse aggregate.

II. MATERIAL

- A. Bituminous Seal Coat Material.** Polymer-modified Asphalt Emulsion. Pub. 408, Section 470.2(a).
- B. Coarse Aggregate.** Type A, No.8, Publication 408, Section 703.2(a). Supply aggregate from a source listed in Bulletin 14. Use coarse aggregate with the SRL designation, or better, indicated in the bid proposal. An aggregate designation or blends equal to or better than that specified may be supplied. Blends are 50% by mass (weight) of each aggregate. Mix the aggregates by an approved method.
- C. Fiber.** Type E-Glass Fiber. (ASTM D578-05, paragraph 4.2.2).
 - 1. Certify using Municipal Services form MS-447A.

III. CONSTRUCTION

At least two weeks before beginning work submit a surface treatment design to the Representatives for review. Use the design method in Appendix E of Bulletin 27 (Pennsylvania Design Method for Seal Coats and Surface Treatments) as a guideline. If source of gradation of aggregate or type of polymer modified asphalt emulsion is changed, submit a new design.

- A. Preparing Existing Surface.** Remove and dispose of all unsuitable material. Where indicated, seal cracks as specified in Publication 408, Section 469.3(d).
- B. Application of Bituminous Material. Publication 408, Section 470.3(b).** Using a specifically designed trailer system apply bituminous material at a rate of 0.2 gallon per square yard to 0.80 gallon per square yard and the fiber at a rate of 0.055 lbs. per square yard to 0.166 lbs. per square yard, in accordance with the specific projects requirements. Apply when the entire surface is in a condition to allow satisfactory material penetration and adhesion and when the air, surface, and aggregate temperatures are 60°F or higher

unless allowed in writing by the Representative. Do not apply polymer modified asphalt emulsion if, in the Representative's opinion rain is imminent or if the Representative expects freezing temperatures within 24 hours after application. Do not apply polymer modified asphalt emulsion from September 15 to May 1 in Districts 1-0, 2-0, 3-0, 4-0, 9-0, 10-0, 11-0, 12-0, and 5-0 (Monroe, Carbon, and Schuylkill Counties only); and from October 1 to May 1 in Districts 6-0, 8-0, and 5-0 (Berks, Lehigh, and Northampton Counties only). Gage quantity of material placed at one time to maintain the requirements for handling, spreading, and rolling coarse aggregate, as well as the temperature of the surface and bituminous material. Insure uniformity at the junction of two applications.

- C. Spreading and Rolling Coarse Aggregate.** Before spreading aggregate, calibrate the spreader using a method acceptable to the Inspector-in-charge. Immediately after applying the bituminous material, uniformly spread a single layer of coarse aggregate at the design rate using a mechanical spreader capable of spreading 15 pounds per square yard to 25 pounds per square yard. Roll the aggregate with pneumatic-tire rollers, as specified in Section 108.05(c) 3.f. Use a contact pressure from 40 psi to 50 psi. This surface treatment requires at least two roller passes.
- D. Protection of Surface.** Publication 408, Section 470.3(d). Do not allow vehicular traffic or loads on the newly completed surface until the material obtains adequate stability and adhesion and the material is sufficiently cured to prevent distortion, flushing of bituminous material to surface, and loss of aggregate. Maintain the Work Zone in compliance with Pub. 213.
- E. Special Considerations.** As per the pre-construction survey, the rates of asphalt and fiber applied for the application may need to be adjusted to address the conditions of the surface to be treated. Surfaces with significant cracks wider than 1/8 inch and/or have severely cracked surfaces require a 10% or more increase in the rate of emulsion application. All cracks wider than 1/8 inch need to be sealed in accordance with Publication 408, Section 469.3(d).

V. MEASUREMENT AND PAYMENT

- A. Area Basis.** Square Yard.
- B. Material Used Basis.**
 - 1. Coarse Aggregate.** Square Yard.
 - 2. Bituminous Fiber Reinforced Material.** Square Yard.
 - 3. Bituminous Material.** Gallon.

Asphalt Fog Seal For Asphalt Seal Coats

This work is the treatment of an asphalt seal coat with an application of asphalt material and an application of fine aggregate. All work and material in accordance with the current Publication 408 Section 472. It is the contractor responsibility to vacuum all loose aggregate and dispose of properly prior to the Fog Seal application. Vacuuming should be done if an urbanized, a development, curbed, city or Boro or if complaints from property owners.

The municipality will withhold payments if all the above requirements are not met.

Contractor to sweep road surface before seal coat operation and before opening to traffic as well as after opening to traffic to remove loose aggregate.

All work is to be completed by August 27, 2021.

The Contractor is responsible to schedule all Seal activities with the municipality to assure paving and repair activities are complete prior to application. The municipality reserves the right to accept the base or the base plus alternate.

Note: No work can be started until paving has been completed. Contractor must coordinate with paving contractor.

All work is to be completed by August 27, 2021

East Buffalo Township, Union County

Schedule of Prices					
Item No.	Quantity	Unit	Description of Work	Unit Price	Total
1	23,016	SY	BITUMINOUS FIBER REINFORCED SEAL COAT		
1	23,016	SY	ASPHALT FOG SEAL		
			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 **\$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 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 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)

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 bonded 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

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
 they have
 it has

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

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

of said 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.**



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

Contractor Subcontractor (check one)

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

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, _____, 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