



PROPOSAL AND CONTRACT ( WHEN EXECUTED ) INSTRUCTIONS ATTACHED

THIS PROPOSAL INCLUDES INSTRUCTIONS TO BIDDERS

A. DEPOSIT OF PROPOSALS.

All envelopes containing Bid proposals shall be clearly marked "Bid Proposal for letting of May 31, 2022 ." DATE

Conwango Township, 2nd Class MUNICIPALITY (NAME & TYPE)

Jennifer Fox SECRETARY

Sealed Proposals will be received on or before 12:00 PM on the above Letting Date. TIME

4 Fireman Street Warren, Pa 16365 ADDRESS

Bids will be opened and read at approximately 12:00 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 Conwango Township, 2nd Class 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:

Three horizontal lines for contractor name/address

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):
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 :** \_\_\_\_\_  
DATE

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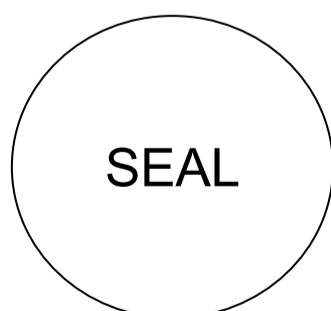
**MUNICIPALITY**

**BY:** \_\_\_\_\_  
TITLE:

**BY:** \_\_\_\_\_  
TITLE:

**BY:** \_\_\_\_\_  
TITLE:

**ATTESTED BY:** \_\_\_\_\_  
TITLE:





**ATTACHMENT 1**

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

County: Warren

Municipality: Conwango Township, 2nd Class

Project Number: N/A

LOCATION OF WORK:

Keil Road and Porter Road

DESCRIPTION OF WORK:

Furnish and Apply MC-70, As-Directed by the Township.

ESCALATOR CLAUSE:( if adopted by Municipality.)

N/A

THIS PORTION TO BE COMPLETED BY THE MUNICIPALITY

**SCHEDULE OF PRICES**

| 1 | Item No. | 2 | Approximate Quantities | 3 | Unit | 4 | *Description | 5 | Unit Price | 6                          | Total |
|---|----------|---|------------------------|---|------|---|--------------|---|------------|----------------------------|-------|
|   | 1        |   | 5,000                  |   | GAL  |   | MC-70        |   |            |                            |       |
|   |          |   |                        |   |      |   |              |   |            |                            |       |
|   |          |   |                        |   |      |   |              |   |            |                            |       |
|   |          |   |                        |   |      |   |              |   |            |                            |       |
|   |          |   |                        |   |      |   |              |   |            |                            |       |
|   |          |   |                        |   |      |   |              |   |            |                            |       |
|   |          |   |                        |   |      |   |              |   |            |                            |       |
|   |          |   |                        |   |      |   |              |   |            |                            |       |
|   |          |   |                        |   |      |   |              |   |            |                            |       |
|   |          |   |                        |   |      |   |              |   |            |                            |       |
|   |          |   |                        |   |      |   |              |   |            |                            |       |
|   |          |   |                        |   |      |   |              |   |            |                            |       |
|   |          |   |                        |   |      |   |              |   |            |                            |       |
|   |          |   |                        |   |      |   |              |   |            |                            |       |
|   |          |   |                        |   |      |   |              |   |            |                            |       |
|   |          |   |                        |   |      |   |              |   |            |                            |       |
|   |          |   |                        |   |      |   |              |   |            |                            |       |
|   |          |   |                        |   |      |   |              |   |            |                            |       |
|   |          |   |                        |   |      |   |              |   |            |                            |       |
|   |          |   |                        |   |      |   |              |   |            |                            |       |
|   |          |   |                        |   |      |   |              |   |            |                            |       |
|   |          |   |                        |   |      |   |              |   |            |                            |       |
|   |          |   |                        |   |      |   |              |   |            | <b>TOTAL AMOUNT OF BID</b> |       |

**\* 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.

**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".**

- This Proposal and Contract is made under, subject to, and governed by Specification 408/2020, Change #4, effective April 1, 2022 of the Pennsylvania Department of Transportation.
- Traffic Control and Safety Devices to be provided by the Contractor. (Maintenance and Protection of Traffic to comply with current MUTCD, PennDot Publication 212 and Penndot Publication 213).
- Contractor required to review proposed project with Municipality's Representative prior to bidding. Contact Joe Papalia at (814) 779-2696, to schedule a review of the project.
- Municipality reserves the right to eliminate items of work.
- The lowest responsible bidder must comply with the Public Works Employment Verification Act by submitting a Commonwealth Public Works Employment Verification Form to the Public Body prior to award of Contract. The form and relevant information is attached with the Bid Package. Return completed form with submitted bid package.
- Contractor to supply proof of CDL Drug and Alcohol Compliance upon award of the bid.
- Contractor to provide the municipality with a Bituminous Seal Coat Design using the methods in Appendix E of Publication 27 at least 5 days prior to beginning work.
- Notify the municipality 5 working days prior to the start of physical work.
- na No physical work prior to XXXXXXXXXXXX, unless authorized by the municipality.
- No work on weekends or holidays.
- Work to be completed on or before Sept 10, 2022. Liquidated damages apply at the rate of \$975.00 per calender day after this completion date.
- Contractor must receive authorization from municipality if the anticipated work is to exceed 100% of planned quantity.
- The municipality is responsible for the inspection of the project.
- n/a Roadway to be power broomed by contractor before Seal Coating.
- Incidental preparation and clean up required (Project Construction Materials). Excess material to be removed by the contractor.
- The Bill of Lading is required for each shipment of bituminous material per Section 702.1(c) of Specifications 408.
- Oil Samples are required from each distributor truck by the contractor (1) one quart : A.M. & P.M. Samples to be witnessed and retained by the municipality. (Oil samples must be placed in an approved type container that is compatible with the oil sample.)
- Completed Notice of Completion (attached) must be submitted to the municipality.
- No payments will be made until the bidder has supplied all required documentation.
- Municipality Office Contact Information:  

|                        |   |               |                 |
|------------------------|---|---------------|-----------------|
| Contact Person:        | Jennifer Fox  |               |                 |
| Day(s) office is open: | Monday - Friday   | Office Hours: | 9:00am - 4:00pm |
| Email Address:         | <u><a href="mailto:conewangotownship@gmail.com">conewangotownship@gmail.com</a></u> | Phone Number: | 814-723-6410    |
- Contractor responsible for defects that occur within one year of application.
- Future award of Contract will be based on quality of work as determined by the Municipality.
- Measurement descrepancies must be presented to the township in writing.
- Contractor/Municipal Roadmaster to make arrangements to have MC-70 applied.**

**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  
  
\_\_\_\_\_  
Company

\_\_\_\_\_  
Municipality's Representative                  Date  
  
\_\_\_\_\_  
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 proposal, the lowest, 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 is 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 foot, etc.) and #4 (Description, i.e., bituminous materials -9.5mm S & L, 12.5mmWearing, 25.0mm Base Course, etc.) must be filled in by 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 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 (current edition), Section 102.06 (e), each bidder must submit a completed Form D-7126, Anti-Collusion Affidavit (included in this Form MS-944), 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 \$885.00 per additional working day.” (OR”... as set forth in the attached schedule”).
- 6 Only the successful bidder is obligated to provide payment and performance bonds. These bonds shall conform to the requirements of the relevant municipal code or charter and the Public Works Contractors’ Bond Law of 1967, Act of December 20, 1967, P.L. 869, No.385, 8 P.S. §§ 191—202. Bond forms are included in this Form MS-944 as Attachments 2 (performance bond) and 3 (payment bond). The successful bidder must submit the bonds and the Workmen’s Compensation Act Affidavit, Attachment 4, within 20 days of the contract award. Failure to submit the bonds shall constitute grounds to cancel the contract
- 7 If the estimated cost of a contract for “public work,” as this term is defined in the Pennsylvania Prevailing Wage Act, Act of August 15, 1961, P.L. 987, No. 442, as amended, 43 P.S. §§ 165-1—165-17, exceeds \$100,000.00 and the contract is paid for in whole or part out of the funds of the municipality, the municipality shall take the following actions: (1) Determine the prevailing minimum wage rates from the Department of Labor and Industry, Bureau of Labor Law Compliance. (2) Indicate in the advertisement issued for the purpose of securing bids for the contract that prevailing wage rates shall be paid on the project. (3) Specify the prevailing minimum wage rates in the bid proposals for the contract. On projects financed partly with federal funds, if the project cost exceeds \$2,000.00 and 25% or more of the funding comes from federal funds, the Davis-Bacon Act, 40 U.S.C. §§ 3141—3145, applies. Here again, it is the responsibility of the municipality to obtain the Davis-Bacon wage rates from the United States Department of Labor, Wage and Hour Division, which has offices in Philadelphia, Pittsburgh and Wilkes-Barre; include them in the proposal; and note the fact in the advertisement. If both acts are applicable, the Davis-Bacon Act preempts the Pennsylvania Prevailing Wage Act and applies to the entire project, not just the federally-funded components.
- 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.

# 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  
(NAME OF MUNICIPALITY)

\_\_\_\_\_ (\$ \_\_\_\_\_) 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

[Empty rectangular box for name]

as PRINCIPAL and \_\_\_\_\_ as SURETY, are held and firmly bond unto the \_\_\_\_\_ (\$ \_\_\_\_\_) 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 <sup>it has</sup> its

accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with  
its supplements and amendments, <sup>has</sup> and <sup>his</sup> 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 Warren

Municipality Donwango Township, 2nd Class

Project Number N/A

Fed. Project No. N/A  
( 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 \_\_\_\_\_



Conwango Township, 2nd Class **MUNICIPALITY**

**NOTICE OF COMPLETION**

**IN REFERENCE TO PROJECT #**           N/A          

**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