



**PROPOSAL & CONTRACT  
(WHEN EXECUTED)**

(THIS PROPOSAL INCLUDES  
INSTRUCTIONS TO BIDDERS)

**A. DEPOSIT OF PROPOSALS.**

All Enveloped containing Bid proposals shall  
Be clearly marked “2020 In-place paving  
Project for Letting of April 07, 2020”

**Date**

Sealed Proposals will be received on or before  
3:30 P.M. on Tuesday April 07, 2020

**Time and Date**

Bids will be opened and read at approximately

7:30 P.M., on Tuesday April 07, 2020

**Time and Date**

Tentative Award Date and Time

7:30 P.M., on Tuesday April 07, 2020

**Time and Date**

Washington Township \_\_\_\_\_ (610 767-8108  
**Municipality Name and Type** **Telephone**

Todd Weidman  
**Township Manager**

7591 Center Street  
**Address**

Emerald , PA 18080

**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, TR-465 Daily Bituminous Mixture Certification or other form pre-approved by PennDOT) 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 the **Washington Township Municipal Building** at the above address. As well as the supplements and special requirements contained herein and/or attached hereto and current PennDOT specifications (Publication 408), **bidders need to be prequalified by PennDOT (Sec. 102.01).**

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 **September 01, 2020**. If all work is not completed on time, liquidated damages will be assessed at the rate of **\$875.00** per additional calendar day.

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 requirement of the proposal.

**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.

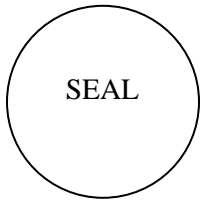
7. "The parties agree that the relationship between the Contractor and the Township is one of independent contractor and not the employer/employee and that the individual employees of the Contractor who will be performing the work pursuant to this contract are not employees of the Township. Contractor 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

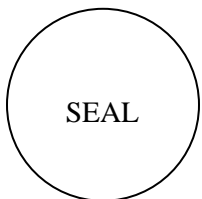
ACCEPTED ON: \_\_\_\_\_  
Date

\_\_\_\_\_  
Municipality

ATTESTED BY:

\_\_\_\_\_  
Title

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



\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# ATTACHMENT #1

County: Lehigh

Municipality: Washington Township

Project No.: 20-39-212-01

THIS PORTION TO BE COMPLETED BY THE MUNICIPALITY

**LOCATION OF WORK:**

SEE Attachment 1-B

**DESCRIPTION OF WORK:**

As indicated below and in attachments 1-A and 1-B

The Contractor is to place the type and depth of material listed in the Schedule of Prices. All depth to be compacted in place and work to include tack coat as per PennDOT Specifications Form 408, milling of pavement notches at intersecting roads and driveways and sealing of joints and utilities. A small amount of hand or machine placed roll bituminous curb may be required. These items are to be incidental to the paving.

**ESCALATOR CLAUSE:** (If adopted by the Municipality)

This contract contains sufficient quantities of asphalt cement for the PennDOT bituminous price adjustment to apply. PennDOT Pub. 408, Section 110.04 will apply to quantities of bituminous materials greater than 100 tons of asphalt cement including asphalt cement residue contained in emulsions or cutbacks. **(See Attachment 1-A for more information)**

## SCHEDULE OF PRICES

1. Item No.	2. Approximate Quantities	3. Units	4.*Description	5. Unit Price	6. Total
1.	110	TONS	<b><u>T-846 RAILROAD STREET</u></b> Superpave Asphalt Mix Design, Wearing` Course, PG 64S-22, <0.3 Million ESAL's, 9.5mm Mix Design, SRL-L, 1.5" Depth. /180 LBS/SY		
2.	73	TONS	<b><u>T-846 RAILROAD STREET</u></b> Superpave 9.5mm, PG 64S-22, Scratch/Leveling Course, 0.0 to 0.3 million ESAL's, SRL-L, 120 lb/sy to be placed on roadway		
3.	180	TONS	<b><u>T-811 PAINTMILL ROAD</u></b> Superpave Asphalt Mix Design, Wearing` Course, PG 64S-22, <0.3 Million ESAL's, 9.5mm Mix Design, SRL-L, 1.5" Depth. /180 LBS/SY		
4.	120	TONS	<b><u>T-811 PAINTMILL ROAD</u></b> Superpave 9.5mm, PG 64S-22, Scratch/Leveling Course, 0.0 to 0.3 million ESAL's, SRL-L, 120 lb/sy to be placed on roadway		
5.	483	TONS	<b><u>T-903 HILLSIDE ROAD</u></b> Superpave Asphalt Mix Design, Wearing` Course, PG 64S-22, <0.3 Million ESAL's, 9.5mm Mix Design, SRL-L, 1.5" Depth. /180 LBS/SY		
6.	86	TONS	<b><u>T-904 WOODSIDE ROAD</u></b> Superpave Asphalt Mix Design, Wearing` Course, PG 64S-22, <0.3 Million ESAL's, 9.5mm Mix Design, SRL-L, 1.5" Depth. /180 LBS/SY		
*DESCRIPTION Must include ADT on Wearing surfaces. USE OF CUTBACK ASPHALT IS PROHIBITED BETWEEN MAY 1 <sup>st</sup> and OCTOBER 31 <sup>st</sup> EXCEPT AS NOTED IN BULLETIN NO. 25.				SUBTOTAL	
				SUBTOTAL(S) FROM OTHER ATTACHMENT(S)	
				TOTAL AMOUNT OF BID	

# ATTACHMENT #1

County: Lehigh

Municipality: Washington Township

Project No.: 20-39-212-01

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**LOCATION OF WORK:**

SEE Attachment 1-B

**DESCRIPTION OF WORK:**

As indicated below and in attachments 1-A and 1-B

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**ESCALATOR CLAUSE:** (If adopted by the Municipality)

This contract contains sufficient quantities of asphalt cement for the PennDOT bituminous price adjustment to apply. PennDOT Pub. 408, Section 110.04 will apply to quantities of bituminous materials greater than 100 tons of asphalt cement including asphalt cement residue contained in emulsions or cutbacks. **(See Attachment 1-A for more information)**

## SCHEDULE OF PRICES

1. Item No.	2. Approximate Quantities	3. Units	4.*Description	5. Unit Price	6. Total
7.	422	TONS	<b><u>T-855 EAGLE ROAD</u></b> Superpave Asphalt Mix Design, Wearing` Course, PG 64S-22, <0.3 Million ESAL's, 9.5mm Mix Design, SRL-L, 1.5" Depth. /180 LBS/SY		
8.	282	TONS	<b><u>T-855 EAGLE ROAD</u></b> Superpave 9.5mm, PG 64S-22, Scratch/Leveling Course, 0.0 to 0.3 million ESAL's, SRL-L, 120 lb/sy to be placed on roadway		
9.	315	TONS	<b><u>T-911 HARBOR LANE</u></b> Superpave Asphalt Mix Design, Wearing` Course, PG 64S-22, <0.3 Million ESAL's, 9.5mm Mix Design, SRL-L, 1.5" Depth. /180 LBS/SY		
10.	210	TONS	<b><u>T-911 HARBOR LANE</u></b> Superpave 9.5mm, PG 64S-22, Scratch/Leveling Course, 0.0 to 0.3 million ESAL's, SRL-L, 120 lb/sy to be placed on roadway		
11.	113	TONS	<b><u>CORAL COURT</u></b> Superpave Asphalt Mix Design, Wearing` Course, PG 64S-22, <0.3 Million ESAL's, 9.5mm Mix Design, SRL-L, 1.5" Depth. /180 LBS/SY		
*DESCRIPTION Must include ADT on Wearing surfaces. USE OF CUTBACK ASPHALT IS PROHIBITED BETWEEN MAY 1 <sup>st</sup> and OCTOBER 31 <sup>st</sup> EXCEPT AS NOTED IN BULLETIN NO. 25.				SUBTOTAL	
				SUBTOTAL(S) FROM OTHER ATTACHMENT(S)	
				TOTAL AMOUNT OF BID	

# ATTACHMENT #1

County: Lehigh

Municipality: Washington Township

Project No.: 20-39-212-01

## **SPECIFICATIONS AND SPECIAL PROVISIONS TO CONTRACT MS-944 CONTAINS IMPORTANT INFORMATION FOR THE CONTRACTOR**

**The Prime Contractor and subcontractors must comply with all of the following provisions:**

### **TRAFFIC CONTROL**

- 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.**)
- Full width paving in one pass is required unless otherwise agreed to by the Township Roadmaster or his Representative.
- The Contractor may close roads where practical and must provide all road closed and detour signs as per Pub. 213. Road closures must be pre-approved by the Township.

### **GENERAL**

**A NON-MANDATORY Pre-Bid meeting will be held at 9:00 a.m. on Monday March 30, 2020 at the Township Building on 7591 Center Street Emerald, PA, 18080, all interested bidders do not have to attend. For further information contact Tom Dengler at 484-239-8019, between the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday.**

- A pre-construction meeting will be mandatory and the Contractor's and any Sub-Contractor's on site foreman must attend. The Contractor will schedule this meeting with the Municipality at least 5 calendar day prior to the start of the project.
- Bidders need to bid on documents provided by the Municipality.
- Full width paving in one pass is required unless otherwise agreed to by the Township Roadmaster or his Representative.
- Contractor to provide bituminous designs, which meets PennDOT Specifications Form 408 to the municipality 5 days prior to start of work.
- Delivery tickets for all materials.
- CS-4171 Certificate of Compliance required for all materials.
- The Contractor shall notify the Municipality 5 calendar days prior to the start of the project.
- Work schedule must be coordinated with the Municipality and must be completed by **September 01, 2020.**
- Work to be completed on or before **September 01, 2020.** After **September 01, 2020,** Liquidated damages apply at the rate of **\$875.00** per calendar day.
- Roadway to be power broomed by the Contractor prior to start of project.
- Excess material to be removed by the Contractor.
- Municipality will inspect the project.
- Need Bill of Lading for each shipment of bituminous material per Section 702.1(c) of PENNDOT Specifications Form 408.
- Municipality reserves the right to limit work completed.
- Completion of NON-COLLUSION AFFIDAVIT required.
- Incidental preparation and clean up required. (Project Construction Materials)
- Contractor is responsible for defects that occur within one year of applications.
- **Final Completion Certificate; "MS-NCP Notice of Completion" is required at the completion of the project.**
- Future award of Contracts will be based on quality of work as determined by the Municipality.
- **Bidders can either be a PENNDOT Pre-qualified Prime or PENNDOT Pre-qualified Sub-Contractor and proof of pre-qualification is required. Bidders need to be PennDOT pre-qualified for Work Class Code "F" Bituminous Paving.**
- Contractor to supply proof of CDL Drug and Alcohol Compliance.
- Contractor must complete and submit CS-1PA, Price Adjustment of Bituminous Material if applicable.
- The successful bidder must provide a 100% Performance Bond and a 100% Payment Bond within 20 days of the award of the contract and complete the attached PUBLIC WORKS EMPLOYMENT VERIFICATION FORM.

## Attachment 1-A Continued

County: Lehigh

Municipality: Washington Township

Project No.: 20-39-212-01

### Insurance Requirements

The awarded contractor shall purchase and maintain, at its expense, during the term of this contract and any renewals or extensions thereof, insurance issued by companies acceptable to the Municipality. See the "Insurance Requirement" Attachment

### GENERAL DESCRIPTION OF WORK

All roads will receive a 9.5mm Wearing Course, Applications and estimated quantities for each road are listed on Location of Work (Attachment 1-B). The Township Roadmaster or his representative will instruct the Contractor as to what work is to be done on each road.

### 9.5MM WMA WEARING COURSE

The scope of the work is to construct a paver laid Bituminous Wearing Course over an existing Bituminous Roadway or newly placed Scratch Course, placement includes miscellaneous road preparation, milling of pavement notches and milling of driveways, tack coating, and sealing of joints and utilities. The Municipality may direct the contractor to place hand or machine place roll bituminous curb, placement of this curb will be included in the paving cost. These items are incidental to the paving. Full width paving is not permitted.

### BITUMINOUS PAVING

- Complete all testing in accordance with PENNDOT Specifications Form 408 **Section 413**.
- Tack Coat is required per Section 460 of PennDOT Specifications Form 408 and is incidental to paving.
- Bituminous Seal on all abutting pavement and curbs required and is incidental to paving.
- Saw cut or milled paving notches required and are incidental to paving.
- Milling of driveway notches are to be done as directed and in a fashion that maintains the shoulder slope and provides a smooth transition from the driveways to the shoulder.
- Contractor to provide PennDOT approved bituminous mix design which meets PennDOT Specifications Form 408 to the Municipality 5 days prior to the start of work.
- Bituminous Delivery tickets **must** contain the Job Mix Number (CAMMS No.) from the appropriate bituminous design.
- Bituminous Material Certifications **must** contain the Job Mix Number (CAMMS No.) from the appropriate bituminous design.
- The final cross-section for roadways shall have a uniform crown of ¼ inch per foot, subject to the tolerances of PennDOT Specifications Form 408, except where super-elevated or where otherwise directed

### Milling

The Contractor is to mill roads as directed. The milled material is the property of the Contractor and the Contractor is responsible for the proper disposal of milled materials. The Contractor will be responsible for following the Reclaimed Asphalt Pavement (RAP) Industry-Wide Co-products Determination for the storage and use of the RAP Materials.

### APPLICATIONS AND ESTIMATED QUANTITIES

Applications and estimated quantities for each road are listed above and below. The Township Road master or his representative will instruct the Contractor as to what work is to be done on each road. Measurements and calculations of quantities are for bidding purposes only, final measurements will be conducted by a representative from the Contractor and a representative from the Municipality and final payment will be based on these mutually agreed to measurements and quantities.

**Attachment 1-A Continued**

County: Lehigh

Municipality: Washington Township

Project No.: 20-39-212-01

**Price Adjustment of Bituminous Materials (Escalator Clause)**

The quantities of bituminous material bid in this contract contains sufficient asphalt cement so that the bituminous price adjustment specified in PennDOT Publication 408, Current Edition, Section 110.04 Price Adjustment of Bituminous Materials will apply. When the bituminous material used or indicated for placement exceeds the 100 ton threshold then a bituminous price adjustment will be allowed as per PennDOT Specifications Form 408, Current Edition, Section 110.04 Price Adjustment of Bituminous Materials. If the bituminous material incorporates RAP in the mix design the 100 ton limit and the bituminous price adjustment will only be calculated on the virgin asphalt. The Base Bid Price Index (IB) will be calculated using the month in which the project is first advertised and the work is in the applicable Zone. The Bidder will be responsible for completing a CS-1PA Price Adjustment of Bituminous Materials calculation form if applicable. The bidder will provide this form with the invoices and the invoices will show the per ton or per SY price in the bid and the lump sum price increase or decrease supported with CS-1PA calculation form. The bidder shall also supply the Municipality with a copy of the bituminous mix design for each material supplied with the initial CS-1PA form or if the bituminous mix design changes. Prior to the start of the work the bidder shall provide the Municipality with the per ton or per SY calculation of the bituminous price adjustment. The Contractor shall not be able to pass on any additional cost for any material placed beyond the **September 01, 2020** cutoff date. Any material placed after **September 01, 2020** shall only be subject to the bituminous price adjustment for **September of 2020** unless the bituminous price adjustment falls then the bituminous price adjustment applicable at that time shall be calculated for material placed after **September 01, 2020**.

**Measurements and calculations of quantities are for bidding purposes only, final measurements will be conducted by a representative from the Contractor and a representative from the Municipality and final payment will be based on these mutually agreed to measurements and quantities.**

My signature signifies that I have read and understand the above conditions and 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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Municipality

## Attachment 1-B

### LOCATION OF WORK

County: Lehigh

Municipality: Washington Township

Project No.: 20-39-212-01

#### **1. T-846 RAILROAD STREET-- from SR 873 TO TOWNSHIP LINE**

Road and Shoulder to be paved with a 120LB/SY scratch and 180LB/SY Wearing Course using Superpave 9.5mm Asphalt Mixture Design, Wearing Course, PG 64S-22, 0.0 to 0.3 million ESAL's, 9.5mm Mix SRL-L.

Lengths and widths are approximate and may vary due to field conditions.

686' x 16'AVG = 1,221 SY

**9.5MM SCRATCH WMA = 73 TONS**

**9.5MM WEARING WMA = 110 TONS**

#### **2. T-811 PAINTMILL ROAD-- from SR 873 TO TOWNSHIP LINE**

Road and Shoulder to be paved with a 120LB/SY scratch and 180LB/SY Wearing Course using Superpave 9.5mm Asphalt Mixture Design, Wearing Course, PG 64S-22, 0.0 to 0.3 million ESAL's, 9.5mm Mix SRL-L.

Lengths and widths are approximate and may vary due to field conditions.

1,056' x 17'AVG = 1,995 SY

**9.5MM SCRATCH WMA = 120 TONS**

**9.5MM WEARING WMA = 180 TONS**

#### **3. T-903 HILLSIDE ROAD-- from SR 873 TO END OF ROADWAY**

Road and Shoulder to be paved with a 180 lb/sy 9.5mm Wearing Course using Superpave Asphalt Mixture Design, Wearing Course, PG 64S-22, 0.0 to 0.3 million ESAL's, 9.5mm Mix SRL-L

Lengths and widths are approximate and may vary due to field conditions.

2,100' x 23'AVG =5,367 SY

**9.5MM WEARING WMA = 483 TONS**

#### **4. T-904 WOODSIDE ROAD- from T-903 HILLSIDE ROAD TO T-898 SKYLINE DRIVE**

Road and Shoulder to be paved with a 180 lb/sy 9.5mm Wearing Course using Superpave Asphalt Mixture Design, Wearing Course, PG 64S-22, 0.0 to 0.3 million ESAL's, 9.5mm Mix SRL-L.

Lengths and widths are approximate and may vary due to field conditions.

475' x 18'AVG =951 SY

**9.5MM WEARING WMA = 86 TONS**



Attachment 1-B(CONT)

**LOCATION OF WORK**

County: Lehigh

Municipality: Washington Township

Project No.: 20-39-212-01

**5. T-855 EAGLE ROAD-- from SR 4022 BEST STATION ROAD TO SR 873**

Road and Shoulder to be paved with a 120LB/SY scratch and 180LB/SY Wearing Course using Superpave 9.5mm Asphalt Mixture Design, Wearing Course, PG 64S-22, 0.0 to 0.3 million ESAL's, 9.5mm Mix SRL-L.

Lengths and widths are approximate and may vary due to field conditions.

2,112' x 20'AVG = 4,694 SY

**9.5MM SCRATCH WMA = 282 TONS**

**9.5MM WEARING WMA = 422 TONS**

**6. T-911 HARBOR LANE -- from T-721 LOVERS LANE TO 40' DIA CUL-DE-SAC**

Road, Shoulder and 40' CUL-DE-SAC to be paved with a 120LB/SY scratch and 180LB/SY Wearing Course using Superpave 9.5mm Asphalt Mixture Design, Wearing Course, PG 64S-22, 0.0 to 0.3 million ESAL's, 9.5mm Mix SRL-L.

Lengths and widths are approximate and may vary due to field conditions.

950' x 30'AVG = 3,500 SY (INCLUDES CUL-DE-SAC)

**9.5MM SCRATCH WMA = 210 TONS**

**9.5MM WEARING WMA = 315 TONS**

**7. T-000 CORAL COURT- from T-911 HARBOR LANE TO 80' DIA CUL-DE-SAC**

Road, Shoulder and 80' CUL-DE-SAC to be paved with a 180 lb/sy 9.5mm Wearing Course using Superpave Asphalt Mixture Design, Wearing Course, PG 64S-22, 0.0 to 0.3 million ESAL's, 9.5mm Mix SRL-L.

Lengths and widths are approximate and may vary due to field conditions.

211' x '30AVG =1261 SY (INCLUDES CUL-DE-SAC)

**9.5MM WEARING WMA = 113 TONS**



## 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 Wearing Surfaces are a part of this Contract, Average Daily Traffic (ADT) Count or SRL determination 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 \$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; 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)

**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

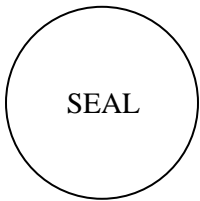
lawful money of the United States of America, to be paid to the above Municipality or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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)

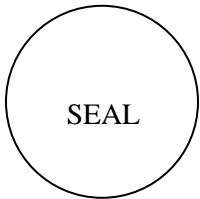


Attest / Witness

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 therefore, may sue in assumpsit's on this Payment  
bond in his, their, or it 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 or  
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,  
with its supplements and amendments, and have insured their liability hereunder in it accordance with the terms of said  
Act with \_\_\_\_\_  
(SURETY COMPANY)

\_\_\_\_\_  
(TYPE OR PRINT) CONTRACTOR

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

Sworn to and subscribed before me this \_\_\_\_\_ day of  
\_\_\_\_\_ A.D. 20 \_\_\_\_\_

My Commission Expires \_\_\_\_\_  
(DATE)

**ANTI-COLLUSION AFFIDAVIT**

County Lehigh

Municipality Washington Township

Project Number 20-39-212-01

State of \_\_\_\_\_

Fed. Project No. \_\_\_\_\_  
( If Applicable )

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 \_\_\_\_\_

**PRICE ADJUSTMENT OF BITUMINOUS MATERIAL  
(ENGLISH)**

ITEM NO.: \_\_\_\_\_

MONTH PLACED: \_\_\_\_\_

GALLON \_\_\_\_\_

TON \_\_\_\_\_

SQ.YARD \_\_\_\_\_

IP = PRICE INDEX FOR MONTH MATERIAL WAS PLACED =

IB = PRICE INDEX IN THE BID PROPOSAL =

IP / IB =

**WHEN THE RATIO IP/IB FALLS WITHIN THE RANGE OF 0.90 TO 1.10 NO PRICE  
ADJUSTMENT IS NEEDED**

WHEN THE RATIO IP/IB IS CALCULATED TO BE LESS THAN 0.90 , THE DEPT. WILL RECEIVE A **PRICE REBATE**

WHEN THE RATIO IP/IB IS CALCULATED TO BE GREATER THAN 1.10 , THE CONTRACTOR WILL RECEIVE A **PRICE INCREASE**

**MATERIAL PLACED:**

DATE	GALLON
TOTAL	

DATE	TON
TOTAL	

DATE	SQ.YARD
TOTAL	

**GALLON BASIS:**

BITUMINOUS TONNAGE (Q) = 0.004164 x SPEC.GRAV. OF BIT. MAT. x % ASPHALT IN EMULSION x NO. OF GALLONS

SPECIFIC GRAVITY OF BIT. MAT. =  NO. OF GALLONS =

% ASPHALT IN EMULSION =

Q =

**GALLONS PER SQUARE YARD BASIS:**

BITUMINOUS TONNAGE (Q) = 0.004164 x AREA (SY) x APPL. RATE (Gallons / SY) x SPEC.GRAV. OF BIT.MAT.

ACTUAL RESIDUE APPL. RATE =  SURFACE AREA =

SPECIFIC GRAVITY OF BIT. MAT. =

Q =

**SQUARE YARD BASIS:**

BIT. MIX. TONNAGE PLACED = 0.000375 x AREA (SY) x DESIGN DEPTH (inches) x DESIGN DENSITY (lb / ft3)

DESIGN DEPTH =  SURFACE AREA =

DESIGN DENSITY\* =

BIT. MIX. TONNAGE PLACED =

BITUMEN TONNAGE (Q) = BIT. MIXTURE TONNAGE PLACED x % BITUMEN BY WEIGHT

% BITUMEN BY WEIGHT\* =

Q =

\*DESIGN DENSITY AND % BITUMEN TO BE OBTAINED FROM FORM TR-448A. DENSITY OF WATER = 62.4 lb / ft3.

**TONNAGE BASIS:**

BITUMEN TONNAGE (Q) = BIT. MIXTURE TONNAGE PLACED x % BITUMEN BY WEIGHT

% BITUMEN BY WEIGHT\* =  BIT. MIXTURE TONNAGE =

Q =

\*% BITUMEN TO BE OBTAINED FROM FORM TR-448A.

**PRICE INCREASE = ( IP / IB - 1.10 ) x BITUMEN TONNAGE (Q) x IB**

= (  - 1.10 ) x (  ) x (  ) =

**PRICE REBATE = ( 0.90 - IP / IB ) x BITUMEN TONNAGE (Q) x IB**

= ( 0.90 -  ) x (  ) x (  ) =

**MUNICIPALITY Washington Township, Lehigh County**

**NOTICE OF COMPLETION**

**IN REFERENCE TO PROJECT NO.: 20-39-212-01**

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



## **INSURANCE REQUIREMENTS**

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**The awarded Contractor shall purchase and maintain, at its expense, during the term of this contract and any renewals or extensions thereof, the following types of insurance issued by companies acceptable to the Municipality.**

1. Workmen's compensation insurance sufficient to cover all of the employees of the contractor working to perform this contract, as required by the laws of the Commonwealth.
2. Comprehensive general liability insurance, property damage insurance, and where appropriate automobile liability insurance. The minimum amount of coverage shall be \$250,000.00 per person and \$1,000,000.00 per occurrence for bodily injury, including death and \$250,000.00 per person and \$1,000,000.00 per occurrence for property damage.

These coverages shall be occurrence-based. The policy shall name the Municipality as an additional insured and shall contain a provision that the coverages afforded thereunder shall not be cancelled or changed unless at least thirty (30) days prior written notice has been given to the Municipality.

**Prior to the commencement of work**, the Contractor shall provide the Municipality with a current certificate(s) of insurance showing the required coverages and provisions.

3. Your attention is directed to the hold harmless and indemnification provision:  
"The Contractor shall hold the Municipality harmless from any indemnify the Municipality against any and all claims, demands, and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract and shall, at the request of the Municipality, defend any and all actions brought against the Municipality based upon any such claims or demands."

**PREVAILING WAGES ATTACHMENT****GENERAL CONDITIONS FOR PREVAILING WAGES**

- A. All Bidders must comply with, but not limited to, the following requirements:
1. The general prevailing minimum wage rates including contributions for employee benefits as determined by the Secretary which shall be paid to the workmen employed in the performance of the contract. The contractor shall pay at least the wage rates as determined in the decision of the Secretary of Labor and Industry contained in the Project Manual and shall comply with the conditions of the act approved August 15, 1961, and the regulations issued thereto, to assure the full and proper payment of the rates.
  2. Workmen shall be paid at least the general prevailing minimum wage rates and other provisions to assure payment thereof as set forth in this section.
  3. The provisions apply to work performed on the contract by the contractor and to work performed on the contract by subcontractors.
  4. The contractor shall insert in each of his subcontracts the stipulations contained in these required provisions and other stipulations as may be required.
  5. The contract shall provide that no workmen may be employed on the public work except in accordance with the classifications in the decision of the Secretary. If additional or different classifications are necessary the procedure in § 9.107 (relating to petition for review of rates and hearings) shall be followed.
  6. Workmen employed or working on the public work shall be paid unconditionally, regardless of whether a contractual relationship exists or the nature of a contractual relationship which may be alleged to exist between a contractor, subcontractor and workmen, at least once a week, without deduction or rebate, on any account, either directly or indirectly except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the contract, the act or this title prohibits the payment of more than the general prevailing minimum wage rates as determined by the Secretary to a workman on public work.
  7. The contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of changes thereof, in a prominent and easily accessible place or places at the site of the work and at the places used by them to pay workmen their wages. The posted notice of wage rates shall contain the following information:
    - (i) The name of project.
    - (ii) The name of the public body for which it is being constructed.
    - (iii) The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
    - (iv) The general prevailing minimum wage rates determined for each craft and classification and the effective date of changes.

**PREVAILING WAGES ATTACHMENT**

- (v) A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor or subcontractor are not complying with the act or this title, they may file a protest in writing with the Secretary within 3 months of the date of the occurrence, objecting to the payment to a contractor to the extent of the amount due or to become due to them as wages for work performed on the public work project. A workmen paid less than the rate specified in the contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the contract, which right of action shall be exercised within 6 months from the occurrence of the event creating the right.
8. The contractor and subcontractors shall keep an accurate record showing the name, craft or classification, number of hours worked per day and the actual hourly rate of wage paid, including employee benefits, to each workman employed by him in connection with the public work. The record shall include deductions from each workman. The record shall be preserved for 2 years from the date of payment and shall be open at reasonable hours to the inspection of the public body awarding the contract and to the Secretary or his authorized representatives.
9. Apprentices shall be limited to numbers in accordance with a bona fide apprenticeship program registered with and approved by The Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with The Apprenticeship and Training Act (43 P. S. §§ 90.1 - 90.10), approved July 14, 1961, and the regulations issued thereto shall be employed on the public work project. A workman using the tools of a craft who does not qualify as an apprentice within this subsection shall be paid the rate predetermined for journeymen in that particular craft or classification.
10. Wages shall be paid without deductions except authorized deductions. Employers not parties to a contract requiring contributions for employe benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workmen.
11. Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the act and this subchapter, regardless of the average hourly earnings resulting therefrom.
12. Each contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of the work on the contract with the contracting agency, under oath, and in form satisfactory to the Secretary, certifying that workmen have been paid wages in strict conformity with the provisions of the contract as prescribed by this section or if wages remain unpaid to set forth the amount of wages due and owing to each workman respectively.
13. The provisions of the act shall be incorporated by reference in the contract. The full text of regulations for the prevailing wage act can be obtained on the Pennsylvania Department of Labor and Industry web site (<http://www.dli.state.pa.us>).

## PUBLIC WORK EMPLOYMENT VERIFICATION ACT

## Provision Body

**PUBLIC WORK EMPLOYMENT VERIFICATION ACT**

**General.** In accordance with Act 127 of 2012, known as the Public Works Employment Verification Act (“the Act”), effective January 1, 2013, 43 P.S. §§167.1-167.11, the Contractor shall use the Federal Government’s E-Verify system to ensure that all employees performing work on the project, including subcontractor’s employees, are authorized to work in the United States.

**Verification Form.** The Contractor shall verify the employment eligibility of each new employee hired after January 1, 2013 and submit the Commonwealth Public Works Employment Verification Form (“Form”) included in the bid package attachments to the Municipality.

**Contractor.** Mail the Form, signed by an authorized representative of the Contractor to the Municipality along with the Performance and Payment Bonds as specified by the contract documents. Failure or refusal to provide the Form will be considered a refusal to comply with bidding requirements, will result in rejection of the bid, and may subject the Contractor to the enforcement activities, sanctions and civil penalties specified in the Act.

**Subcontractor.** The Prime Contractor will obtain a Form signed by an authorized representative of any subcontractor performing work on the project, possessing sufficient knowledge to make the representations and certifications on the Form. The Prime Contractor shall submit the Form to the Municipality prior to requesting subcontractor approval and before the subcontractor performs any work. Failure or refusal to provide the Form will be considered a refusal to comply with subcontractor approval requirements, will result in rejection of the subcontractor request, and may subject the subcontractor to the enforcement activities, sanctions and civil penalties specified in the Act.

The Prime Contractor shall include information about the requirements of the Act in all subcontracts.

**Department of General Services.** The Department of General Services is the Commonwealth agency responsible for enforcement and administration of the Act. Please direct questions about the Act to:

Department of General Services Public Works  
Employment Verification Compliance Office  
Room 105 Tent Building  
18th and Herr Streets  
Harrisburg, PA 17125  
Fax: 717-214-3669



**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

**PREVAILING WAGES ATTACHMENT**

**INSERT  
PREVAILING  
WAGES  
HERE**