



**PROPOSAL & CONTRACT  
(WHEN EXECUTED)**

(THIS PROPOSAL INCLUDES  
INSTRUCTIONS TO BIDDERS)

**A. DEPOSIT OF PROPOSALS.**

All envelopes containing Bid proposals shall be clearly marked "Paving Project" proposals for letting  
April 23, 2024  
Date  
Sealed Proposals will be received on or before  
2:00 PM on the above letting date  
Time

Bids will be opened and read at approximately  
2:00 PM, on the above let date.  
Time

Towanda Borough  
Municipality Name and Type  
Lauren Hotaling  
Borough Manager  
724 Main Street P.O. Box 229  
Address

Towanda PA, 18848  
**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 NA 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. 413).

2. If designated as the successful bidder, the contractor will begin work on the date specified in the notice to proceed. Or as otherwise provided in the special requirements, and will complete all work on or before Aug 17, 2024. If all work is not completed on time, liquidated damages will be assessed at the rate of \$ 975.00 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 to the Municipality within 20 days of receipt of bid award.**

**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 Date

\_\_\_\_\_  
Title Date

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

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

\_\_\_\_\_  
Municipality

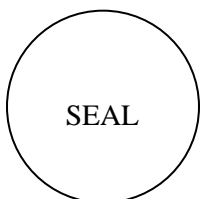
ATTESTED BY:

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



## ATTACHMENT # 1

### LOCATION OF WORK: Towanda Borough, Bradford County, PA

STREET / ROAD NAME	L(ft)	W(ft)	D(in)	TYPE OF WORK	UNITS	QUANTITY
<b><u>Fifth St</u></b> Elizabeth St to Bridge St	580	30	4	Milling of Roadway Surface, 4" depth	SY	2,136
	580	30	3	25mm Asphalt Base Course	Ton	385
	580	30	1	9.5mm Asphalt Wearing Course	Ton	129
	1160			Asphalt Curb	LF	1160
				Driveway Tie-Ins, 9.5mm Asphalt	Ton	6

### DESCRIPTION OF WORK:

#### **MILLING OF ASPHALT SURFACE, 4" DEPTH:**

Provide a milling machine designed and built for milling existing asphalt roadway pavement with a grade and slope control system. Mill the existing asphalt surface to a uniform surface depths (shown in table above) as required, for the full width of the roadway. Milling should provide a properly cross-sloped surface to maintain drainage throughout construction. Mill the roadway area to provide a finished surface that is free from gouges, grooves, and ridges. Immediately after milling, remove milled material. Carefully remove the existing asphalt material around utility facilities within work areas. Repair or replace utility facilities that are damaged by the milling operation to the satisfaction of the utility owner. Control the rate of milling to avoid tearing of the mat, which causes chunky and non-uniformly milled material. If directed, separate oversized and chunky milled material. Maintain the milled pavement surface free of all loose materials and dust.

**General Milling Note:** *Milling heads mounted to roadway equipment will not be accepted. This includes but not limited to milling head mounted onto skid steers, loaders and backhoes. Contractor to retain all millings.*

#### **25MM ASPHALT BASE COURSE**

Superpave Asphalt Mixture Design, Base Course, PG 64S-22, < 0.3 million ESALs, 25.0 MM Mix.  
Furnish and place Superpave Asphalt Mixture Design, Base Course, PG 64S-22, < 0.3 million ESALs, 25.0 MM Mix placed at 3" compacted depth across entire cross-section of roadway at location shown above.

#### **9.5MM ASPHALT WEARING COURSE**

Superpave Asphalt Mixture Design, 9.5 mm, PG 64S-22, Asphalt Wearing Course < 0.3 ESAL's, SRL-Any.  
Furnish and place compacted asphalt wearing course material across entire cross-section of roadway at uniform depths as required using full width paving equipment when possible to avoid joints in the finished pavement. Completed pavement should provide sufficient cross-slope (approximately 2.0%) to maintain positive drainage throughout construction and positive drainage into all existing inlets. Refer to PennDOT Pub 408, section 413.

# ATTACHMENT # 1

continued

*Tack Note: Contractor must place asphalt tack coat as per Pub 408 Section 460. Contractor to determine application rates based upon existing road conditions as shown in Table B. Contractor must deliver daily tack slips with Bill of Lading and application rate to the municipality. Municipality reserves the right to withhold payment until these items are received. Tack is incidental to paving items.*

## ASPHALT CURB

This work is for a hot-mix asphalt curb to be placed on a completed asphalt surface as in accordance with Pub 408, section 636.

\*Incidental to the above items is cleaning of roadway, milled paving notches, driveway tie-ins, tack coat on existing roadway and vertical faces as needed, longitudinal joints and transverse joints, sealing of joints, mobilization and traffic control according to publication 212, 213 and the MUTCD. All work must be completed in accordance with the current PADOT Pub. 408 Specifications and its supplements.

## NOTES:

The contractor is responsible to insure that the proper material is provided by supplying:

1. A copy of an approved Penn DOT Asphalt Mix Design a minimum of 5 working days prior to the start of the work.
2. The contractor will also supply the municipality with a Daily Asphalt Material Certification on a TR-465 or CS-4171, **supported by testing**, within 24 hours of placing the asphalt material for each day's placement.
3. Furnish all Certified Weigh Slips.

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

## SPECIAL PROVISIONS:

- All work to be completed by August 17, 2024 or liquidated damages will be assessed.
- Contractor to supply any utility rings needed if roadway grade is altered.
- Towanda Borough reserves the right to reject any and all bids.
- Bidder acknowledges that this bid is for a public works contract and bidder is therefore subject to the provisions, duties, obligations and penalties of the Public Works Employment Verification Act, 43 P.S. 167.1-167.11, which is incorporated herein by reference.
- 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 can be found on the Department of General Services' web site at [www.dgs.state.pa.us](http://www.dgs.state.pa.us).
- The above-mentioned verification form is supplied with the contract documents.
- Awarded bidder must notify Towanda Borough 2 weeks prior to anticipated work.

**ATTACHMENT # 1**

Continued

ESCALATOR CLAUSE: IS INCLUDED IN THIS CONTRACT.

**Price Adjustment of Asphalt Material – Section 110.04**

The contractor must also provide the municipality a copy of the price adjustment calculation prior to placing any material and a copy with the final invoice. Special provision to this item is that the minimum 100 Ton asphalt cement is waived.

Towanda Borough, Bradford County

<b>Schedule of Prices</b>					
Item No.	Quantity	Unit	Description of Work	Unit Price	Total
1	2,136	SY	Milling of Existing Roadway Surface, 4” depth		
2	385	Ton	25mm Asphalt Base Course		
3	129	Ton	9.5mm Asphalt Wearing Course		
4	6	Ton	9.5mm Asphalt, Paved Drive Tie-Ins		
5	1160	LF	Asphalt Curb		
6	LS	1	Asphalt Price Adjustment District 3-0, Index based on first advertisement date	N/A	N/A
			Total Amount of Contract		

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 \$ 975.00 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 \$100,000.00 are subject to the provisions of the Pennsylvania Prevailing Wage Act 442. It is the responsibility of the municipality to obtain the Prevailing Wage Scale for the area and include it in the proposal. IF the Prevailing Wage Act applies, this fact shall be noted in the advertisement.

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

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

**PERFORMANCE BOND**  
**(With Corporate Surety)**

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

as Principal and \_\_\_\_\_  
(SURETY COMPANY)

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

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

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

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

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

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

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



Attest / Witness

CONTRACTOR

\_\_\_\_\_  
TITLE

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



Attest / Witness

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

\_\_\_\_\_  
TITLE

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

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

of \_\_\_\_\_, as PRINCIPAL and \_\_\_\_\_

corporation incorporated under the laws of the State of \_\_\_\_\_ as SURETY, are

held and firmly bond unto the \_\_\_\_\_, in the full and just sum of

\_\_\_\_\_ (\$ \_\_\_\_\_) dollars, lawful money of the United

States of America, to be paid to the said \_\_\_\_\_ or its assigns, to which payment well and true to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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



WITNESS

CONTRACTOR

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

TITLE

TITLE



WITNESS

SURETY COMPANY

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

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 have he has  
It

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

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

Act with \_\_\_\_\_  
(SURETY COMPANY)

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of

\_\_\_\_\_ A.D. 20 \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

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

### ANTI-COLLUSION AFFIDAVIT



County \_\_\_\_\_

Municipality \_\_\_\_\_

Project Number \_\_\_\_\_

Fed. Project No. \_\_\_\_\_

( If Applicable )

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

County of \_\_\_\_\_

The undersigned deponent deposes and says that they the \_\_\_\_\_

of the \_\_\_\_\_ Company; that they are 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