



**pennsylvania**  
DEPARTMENT OF TRANSPORTATION

**PROPOSAL AND CONTRACT  
( WHEN EXECUTED )**

**THIS PROPOSAL INCLUDES  
INSTRUCTIONS TO BIDDERS**

**A. DEPOSIT OF PROPOSALS.**

All envelopes containing Bid proposals shall  
be clearly marked "Bid Proposal for letting of  
August 29, 2016."  
DATE

SOMERSET BORO  
MUNICIPALITY (NAME & TYPE)

Sealed Proposals will be received on or before  
10:00 AM on the above Letting Date.  
TIME

Michele Enos  
SECRETARY

PO Box 71, Somerset, Pa 15501

ADDRESS

Bids will be opened and read at approximately  
10:00 AM, 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 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 SOMERSET BORO as well as the supplements and special requirements contained herein and/ or attached hereto and current PennDOT Specifications (Publication 408), except (a) bidders need not be prequalified by PennDOT (Sec.102.01), and (b) Volumetric testing of bituminous paving materials is not required (Sec. 409).
- 2 If designated as the successful bidder, the contractor will begin work on the date specified in the notice to proceed, or as otherwise provided in the special requirements, and will complete all work within see Attachment 1-A calendar days.
- 3 Accompanying this proposal is a certified check or bid bond in the amount of 10% made payable to the municipality as a proposal guarantee which, it is understood, will be forfeited in case the contractor fails to comply with the requirements of the proposal.

**B. PROPOSAL OF:**

\_\_\_\_\_  
\_\_\_\_\_  
NAME / ADDRESS OF CONTRACTOR

**CONTRACTORS CERTIFICATION**

It is hereby certified as follows:

- 1 The only person interested in the proposal as principal (s) is (are):  
\_\_\_\_\_  
\_\_\_\_\_
- 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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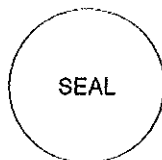
ACCEPTED ON : \_\_\_\_\_  
DATE

**SOMERSET BORO  
MUNICIPALITY**

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

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

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



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

(01-13)

**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".

- X Traffic Control and Safety Devices to be provided by the Contractor.  
( Maintenance and Protection of Traffic to comply with current MUTCD, Publication 212 and Publication 213.)
- X Delivery tickets for all materials.
- X CS-4171 Certificate of Compliance and/ or TR-465 Daily Bituminous Mixture Certification required for all materials.
- X Notify the Municipality five working days prior to start of project.
- X Work to be completed on or before 10/31/2016 . After 10/31/2016 Liquidated damages apply at the rate of \$ 870.00 per calendar day.
- X Roadway to be power broomed by (contractor X municipality )prior to start of project.
- X Excess material to be removed by (contractor X municipality .)
- X Municipality to inspect project.
- X Need Bill of Lading for each shipment of bituminous material per Section 702.1(c) of Specifications 408.
- X Tack Coat required per Section 460, or 409 for superpave/ WMA, of Specifications 408 and is incidental to paving item unless noted otherwise.  
Prime Coat required per Section 461 of Specifications 408.
- X Bituminous Seal on all abutting pavement and curbs required.
- X Saw cut or Milled Paving Notches are required and are incidental to the paving item. The only paving notches that are not incidental are those at private approaches listed on the tab sheets.  
Scratch/ Leveling Courses to be placed at the discretion of appointed inspector(s).  
Full width pavement with one pass required.
- X Municipality reserves the right to limit work completed.
- X Provide design, which meets Specifications Form 408 to the municipality 5 days prior to start of work.  
For FOB Source bids, hauling distance will determine selection of bid award.  
Municipality reserves the right to procure material which best suits their requirements after all bids and items are reviewed.
- X Incidental Preparation and clean up required. ( Project Construction Materials )  
The municipality reserves the right to make an award on the basis of the aggregate total for all like items on which quotations are received.
- X Contractor and subcontractors must comply with the Public Works Employment Verification Act of 2012.
- X Contractor responsible for defects that occur within one year of applications.
- X Contractor required to review proposed project with Municipality's Representative prior to bidding.  
Oil Samples required from each distributor truck by contractor (1) one quart : A.M. & P.M. and witnessed by municipality and retained by municipality.(Oil samples must be placed in an approved type container that is compatible with oil sample.)  
At least three random stone samples to be taken by contractor on project site witnessed by municipality and retained by municipality.  
Specifications Form 408, Section 350, SUBBASE, 350.2 MATERIAL - Revise to read:(a) Aggregate - Provide material with a maximum absorption of 3.5% as determined by AASHTO T-85 and as specified in Section 703.2 and 703.5.
- X Complete all testing in accordance with Specification Form 408 Section 409 except for superpave/ HMA volumetric testing.
- X Notice to Proceed will be the date of Contract acceptance.
- X Final Completion Certificate & Notice of Completion required.
- X Future award of Contract will be based on quality of work as determined by the municipality.
- X Contractor, notify all residents of pending work to be performed.
- X Seal joints with PG 64-22 oil.

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  
SOMERSET BORO  
\_\_\_\_\_  
Municipality



# ATTACHMENT 1

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

County: SOMERSET

Municipality: SOMERSET BORO

Project Number: 2016 PAVING

LOCATION OF WORK:  
SEE WORKSHEETS

DESCRIPTION OF WORK:  
Superpave Wearing Course, 9.5mm, 50 gyration, in place.

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
ITEM 1	589	TON	SUPERPAVE WEARING COURSE, 9.5mm, IN PLACE		
* DESCRIPTION:				SUBTOTAL	
Must include ADT on wearing surfaces				SUBTOTAL FROM OTHER ATTACHMENTS	
USE OF CUTBACK ASPHALT IS PROHIBITED				BID TOTAL FOR A NON OPTION / PHASE BID	
BETWEEN MAY 1st AND OCTOBER 31st, EXCEPT				OPTION 1 OR PHASE 1 BID TOTAL	
AS NOTED IN BULLETIN NO. 25.				OPTION 2 OR PHASE 2 BID TOTAL	
FOR OPTION OR PHASE BIDS THE TOTALS FOR				OPTION 3 OR PHASE 3 BID TOTAL	
EACH MUST BE INCLUDED.					

# Printout

Tuesday, August 16, 2016 1:27 PM

Work Order/Project: COUNTY SOMERSET MUNICIPALITY SOMERSET BORO PROJECT NUMBER 16-55-418-01

COUNTY		SOMERSET		MUNICIPALITY		SOMERSET BORO		PROJECT #		16-55-418-01		
SUPERPAVE / WMA ASPHALT MIXTURE DESIGN												
LOCATION OF WORK	FROM	TO	LENGTH FT	WIDTH FT	DEPTH IN	SQ. YD.	TONS	MAX IN. IN 1 IN.	PERF. GRADE	CYCL- TONS	MATERIAL TYPE	REMARKS
EAST RACE STREET	SOUTH CENTER AVE	KIMBERLY AVE	570	25	1.5	1,583	143	9.5	PG 64-22	50	HMA WEARING 9.5	
PATRIOT STREET	FRANKLIN AVE	SR 0281	185	34	1.5	699	63	9.5	PG 64-22	50	HMA WEARING 9.5	
ORCHARD AVE	PATRIOT STREET	MAIN STREET	285	16	1.5	507	46	9.5	PG 64-22	50	HMA WEARING 9.5	
ORCHARD AVE	MAIN STREET	UNION STREET	260	16.5	1.5	513	46	9.5	PG 64-22	50	HMA WEARING 9.5	
SOUTH ANKENY AVE	SANNER STREET	GARETT STREET	20	355	1.5	789	71	9.5	PG 64-22	50	HMA WEARING 9.5	
SOUTH ANKENY AVE	WEST GARRETT STREET	CANNEL DRIVE	20	630	1.5	1,400	126	9.5	PG 64-22	50	HMA WEARING 9.5	
SOUTH KIMBERLY AVE	EAST GARRETT STREET	EAST SANNER STREET	25	380	1.5	1,056	95	9.5	PG 64-22	50	HMA WEARING 9.5	

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



**pennsylvania**  
DEPARTMENT OF TRANSPORTATION

**KNOW ALL MEN BY THESE PRESENTS, That we,**

(NAME AND ADDRESS OF CONTRACTOR)

as Principal and

(SURETY COMPANY)

a corporation incorporated under the laws of the State of

(NAME OF STATE)

as Surety

are held and firmly bound unto

(NAME OF MUNICIPALITY)

in the full and just sum of

(\$

) dollars

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

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

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

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

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

(DATE OF BOND)

PLACE  
SEAL  
HERE

Attest / Witness:

CONTRACTOR

BY

TITLE:

TITLE:

PLACE  
SEAL  
HERE

Attest / Witness:

SURETY COMPANY

TITLE:

TITLE:



pennsylvania  
DEPARTMENT OF TRANSPORTATION

KNOW ALL MEN BY THESE PRESENTS, that we

as PRINCIPAL and

a corporation incorporated under the laws of the State of \_\_\_\_\_ as SURETY, are held and firmly bond unto the \_\_\_\_\_, in the full and just sum of \_\_\_\_\_ (\$ \_\_\_\_\_) dollars, lawful money of the United States of America, to be paid to the said \_\_\_\_\_ or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

PLACE  
SEAL  
HERE

WITNESS:

CONTRACTOR

TITLE:

BY:

TITLE:

PLACE  
SEAL  
HERE

WITNESS:

SURETY COMPANY

TITLE:

TITLE:



pennsylvania  
DEPARTMENT OF TRANSPORTATION

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 has

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

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

Act with

(SURETY COMPANY)

( TYPE OR PRINT )

CONTRACTOR

BY

SIGNATURE

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

SIGNATURE

My Commission Expires

( DATE )



**ANTI-COLLUSION AFFIDAVIT**



**pennsylvania**  
DEPARTMENT OF TRANSPORTATION

County \_\_\_\_\_

Municipality \_\_\_\_\_

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

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

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

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

The undersigned deponent deposes and says that he is the \_\_\_\_\_  
of the \_\_\_\_\_ Company; that he is authorized to make this  
affidavit on behalf of said company in compliance with section 102.06 (e) of Department Specifications,  
Publication 408, as amended and that the said company has not, either directly or indirectly, entered  
into any agreement, participated in any collusion, or otherwise taken any action in restraint of free  
competitive bidding in connection with such contract.

\_\_\_\_\_  
(Contractor)

BY

\_\_\_\_\_  
Sworn to and subscribed before me the undersigned notary public this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_



# CERTIFICATE OF COMPLIANCE

1. ♦COUNTY: \_\_\_\_\_ ♦LIVSR: \_\_\_\_\_ ♦SEC/SEG: \_\_\_\_\_ ♦ECMS#: \_\_\_\_\_  
 (♦ - To be completed by the party that will ship the material to the project, otherwise leave blank.)
2. I / WE hereby certify that the material listed on line 5 was:  
☐ Manufactured   ☐ Fabricated   ☐ Coated   ☐ Precasted   ☐ Produced  
 By \_\_\_\_\_  
 (Name of Manufacturer, Fabricator, Coater, Precaster or Producer) (Supplier Code)
3. and the party listed above certifies that the material(s) on line 5 meets the requirements of  
 Publication 408, Section(s) \_\_\_\_\_  
 AASHTO, ASTM, Federal or other designation \_\_\_\_\_
4. The material listed below is being shipped to: \_\_\_\_\_  
 (Company Name)
5. LOT NO.                      QUANTITY                      APPROVED MATERIAL AS LISTED IN BULLETIN # 14 or 15  
 BULLETIN # 41 or 42 PRODUCERS, LIST HMA / PCC JMF.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
6. ☐ CHECK HERE IF YOUR PRODUCT CONTAINS IRON OR STEEL I / WE certify that we received a copy of the Mill  
 Certification Form(s) from the manufacturer(s) of any steel or iron materials contained in our product and all manufacturing  
 processes including coatings application (e.g., epoxy, galvanizing, or painting) have occurred in the United States and we  
 are maintaining copy(s), in our files in accordance with Section 106.03(b)3. Note: While coating materials themselves are  
 not covered by Buy America, the application of these materials on steel or iron must occur in the United States.
7. VENDOR CLASSIFICATION (CHECK ONE BLOCK ONLY) -  
☐ #1 Manufacturer, Fabricator, Coater, Precaster   ☐ #2 Distributor, Supplier or \*Private Label Company  
 Listed in Bulletin # 15, or Producer Listed in   Not Listed in Bulletin # 15.  
 Bulletin # 14, 41 or 42   Also, complete line 9  
*I certify that the above statements are true and to the best of my knowledge, fairly and accurately describe the product(s) listed.*   *I certify that the material being supplied is one and the same as provided to us by the manufacturer listed on this document and quantities listed above are accurate.*
8. NAME (print) : \_\_\_\_\_ TITLE: \_\_\_\_\_  
 COMPANY NAME : \_\_\_\_\_  
 SIGNATURE : \_\_\_\_\_ DATE: \_\_\_\_\_  
 By Responsible Company Official (QC Staff only if you checked block #1 on line 7)
9. List company that sold you the material(s) documented above: \_\_\_\_\_  
 (Complete if you checked Block # 2 on line # 7, otherwise leave blank.) (Company Name)

After completing the Certificate of Compliance form CS-4171, maintain the original at your company's location. A copy of the Certificate of Compliance form must accompany your material shipment to its next destination. Also, if you receive material shipments from other companies related to PennDOT projects, the accompanying Certificate of Compliance forms must be kept on file at your location. These files must be available for inspection and verification by a Department Representative for a period of not less than THREE years from the date of the last shipment.

\*Private Label Companies must identify the true manufacturer (Line 2) and the approved material (Line 5) as listed in Bulletin # 15.

MS-NCP



**pennsylvania**  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
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.