3



PROPOSAL AND CONTRACT (WHEN EXECUTED)

THIS PROPOSAL INCLUDES INSTRUCTIONS TO BIDDERS

A. DEPOSIT OF PROPOSALS. All envelopes containing Bid proposals shall SOMERSET BORO MUNICIPALITY (NAME & TYPE) be clearly marked "Bid Proposal for letting of June 19, 2014 Benedict Vinzani DATE SECRETARY Sealed Proposals will be received on or before PO Box 71, Somerset, Pa 15501 2:00 PM on the above Letting Date. TIME **ADDRESS** Bids will be opened and read at approximately PROPOSALS MUST BE MAILED OR OTHERWISE 2:00 PM , on the above Letting Date. DELIVERED TO THE ABOVE ADDRESS. TIME 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. 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: The only person interested in the proposal as principal (s) is (are): 2 None of the above persons are employees of the municipality.

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).

This proposal is made without collusion with any other person, firm or corporation.

- 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.
- 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.

	CONTRACTOR	
ву	:	
WITNESSED OR ATTESTED BY	TITLE:	_ DATE:
TO BE EXECUTED	ONLY IN THE EVENT THE ABOVE PROPOSAL IS AC	CEPTED
ACCEPTED ON	:	
	SOMERSET BORO MUNICIPALITY	_
ву	TITLE:	_
ВУ	TITLE:	_
SEAL	/:	_
ATTESTED BY	TITLE:	_

pennsylvania

ATTACHMENT 1 944 / PROPOSAL AND CONTRACT MS - 944 \

10 W3 - 344 (FROFOS	AL AND CONTRACT NO - 344)	
County: SOMERSET	Municipality: SOMERSET BORO	
	Project Number: 14-55-418-01	

SEE WORKSHEETS THIS PORTION TO BE COMPLETED

DESCRIPTION OF WORK:

LOCATION OF WORK:

Superpave Wearing Course, 9.5mm, 50 gyration, 1-1/2" Depth, in place.

ESCALATOR CLAUSE:(if adopted by Municipality.) N/A

			_	SCHEDULE OF PRICES				
	Item Approximate Unit *Description Unit Total							
1	1 No. 2 Quantities 3 4 5 Price 6							
ITEM 1	TEM 1 308 TON SUPERPAVE WEARING COURSE, 9.5mm, IN PLACE							
* DES	DESCRIPTION: SUBTOTAL							

DESCRIPTION:

BY THE MUNICIPALITY

Must include ADT on wearing surfaces **USE OF CUTBACK ASPHALT IS PROHIBITED** BETWEEN MAY 1st AND OCTOBER 31st, EXCEPT AS NOTED IN BULLETIN NO. 25. FOR OPTION OR PHASE BIDS THE TOTALS FOR EACH MUST BE INCLUDED.

SUBTOTAL FROM OTHER ATTACHMENTS	_
BID TOTAL FOR A NON OPTION / PHASE BID	
OPTION 1 OR PHASE 1 BID TOTAL	
OPTION 2 OR PHASE 2 BID TOTAL	
OPTION 3 OR PHASE 3 BID TOTAL	

3

(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".

Χ	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.
	CS-4171 Certificate of Compliance and/ or TR-465 Daily Bituminous Mixture Certification required for all materials.
	Notify the Municipality five working days prior to start of project.
	Work to be completed on or before 8/31/2014 . After 8/31/2014 Liquidated damages apply at
	the rate of \$ 870.00 per calendar day.
Х	Roadway to be power broomed by (contractor X municipality)prior to start of project.
	Excess material to be removed by (contractor X municipality .)
	Municipality to inspect project.
	Need Bill of Lading for each shipment of bituminous material per Section 702.1(c) of Specifications 408.
	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.
Χ	Bituminous Seal on all abutting pavement and curbs required.
Χ	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.
Χ	Municipality reserves the right to limit work completed.
Χ	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.
Χ	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.
.,	Contractor and subcontractors must comply with the Public Works Employment Verification Act of 2012.
	Contractor responsible for defects that occur within one year of applications.
Х	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 materix
~	with a maximum absorption of 3.5% as determined by AASHTO T-85 and as specified in Section 703.2 and 703.5.
^	Complete all testing in accordance with Specification Form 408 Section 409 except for superpave/ HMA volumetric testing.
Y	Notice to Proceed will be the date of Contract acceptance.
	Final Completion Certificate & Notice of Completion required.
	Future award of Contract will be based on quality of work as determined by the municipality.
	Contractor, notify all residents of pending work to be performed.
	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 Municipality's Representative Date

Company

SOMERSET BORO

Municipality

PROPOSAL AND CONTRACT INSTRUCTIONS- FORM 944

- 1 The proposal must be typewritten or printed.
- 2 If more than one proposal on any project is submitted by an individual, firm or partnership, corporation or association under the same or different names, only one lowest proposal will be considered.
- 3 Description of Work- -
 - A. If additional space is needed, insert appropriately numbered attachment and note "Continued on attached work sheets."
- 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 9.5 mm S & L, 12.5 mm Wearing, 25.0 mm Base Course, etc.) Must be filled in by the municipality to insure equitable bidding. Columns #5 (Unit Price), #6 (Total) and total amount of bid, must be filled in by the contractor. If more space is needed, add note at the bottom of the page; "Continued on Attachment No. 1-A", and add additional sheet designated as Attachment No. 1-A, 1-B, etc.. Repeat for each additional sheet required. As required by Publication 408, Section 102.06(e),each bidder must submit a completed Form 7126 Anti-Collusion Affidavit with its bid proposal.
- If liquidated damages are to be assessed, add the following sentence to Part A #2. If all work is not completed on time, liquidated damages will be assessed at the rate of \$870.00 per additional working day.

 (OR "... as set forth in the attached schedule.")
- Payment and Performance bonds are provided only by the successful bidder. Contracts from \$4,000.00 up to \$5,000.00 in Second Class Townships performance bond must be not less than 10% or greater than 100% of amount of contract. Contracts greater than \$1,500.00 up to \$10,000.00 in First Class Townships, Boroughs and Third Class Cities bonds must be between 50 % to 100% of the contract amount. Contracts in excess of \$5,000.00 in Second Class Townships and in excess of \$10,000.00 in First Class Townships, Boroughs and Third Class Cities bonds must be in 100% of the amount of the contract. Bond Forms 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.
- *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)

ANTI-COLLUSION AFFIDAVIT

	County
pennsylvania DEPARTMENT OF TRANSPORTATION	Municipality
DEPARTMENT OF THANSPORTATION	Project Number
State of	Fed. Project No.
County of	(If Applicable)
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 w	ith section 102.06 (e) of Department Specifications,
Publication 408, as amended and that the said com	pany 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 contrac	t.
	(Contractor)
ВУ	
Sworn to and subscribed before n	ne the undersigned notary public this
Sworn to and subscribed before n	
	Notary Public

MS-944-S (7-09) Attachment 2

TITLE:

PERFORMANCE BOND (With Corporate Surety)



KNOW ALL MEN BY THE	ESE PRESENTS, That we,		
	}	(NAME AND ADDRESS O	OF CONTRACTOR)
s Principal and		(,,
·	(SURI	ETY COMPANY)	
corporation incorporated under	the laws of the State of		as Surety
		(NAME OF STATE)	
re held and firmly bound unto		in the full and ju	st sum of
	(NAME OF MUNICIPA	ALITY)	
		(\$) dollars
wful money to the United States of Ame	erica, to be paid to the above Municip	pality or its assigns, to which paymen	t well and truly to be
ade, we bind ourselves, our heirs, exec	utors, administrators, successors an	nd assigns, jointly and severally, firmly	y by these presents.
WHEREAS the above bounder	Principal has entered into a contrar	ct with the above Municipality, bearing	even date herewith for
		t with the above Municipality, bearing	j eveli date netewitit, ioi
e undertaking of certain obligations as	theten set lotti.		
NOW, THEREFORE, the condit	tion of this obligation is such that if th	ne above bounden Principal, as Conti	ractor, shall in all
espects comply with and faithfully perfor	rm the terms and conditions of said (Contract, including the Specifications	and conditions referred
to and made a part thereof, and such a			
a manner satisfactory to the municipal	= = = = = = = = = = = = = = = = = = =		-
hall be and remain in full force, virtue ar	-	,	•
It is further provided that any all	teration which may be made in the te	erms of the contractor or its specifical	tions with the express
pproval of the Municipality or the Princi		·	·
neir heirs, executors, administrators, su			
orebearance being hereby waived.	3	•	,
	said Principal and Surety have duly e	executed this Bond under Seal, pursu	ant to due and legal action
uthorizing the same to be done on			
	(DATE OF BON	(סו	
PLACE			
SEAL	Attest / Witness:	·	
HERE /		CONTRA	CTOR
	BY		
		TITLE:	
NTLE:			
/ DI AGE	Attest / Witness:		
PLACE		SURETY C	OMPANY
SEAL			
HERE			
-		TITLE:	



KNOW ALL MEN BY THESE PRESENTS, that we	
as PRINCIPAL and a corporation incorporated under the laws of the State of held and firmly bond unto the	as SURETY, are , in the full and just sum of)dollars, lawful money of the
United States of America, to be paid to the said payment well and truly to be made, we bind ourselves, our house successors and assigns, jointly and severally, firmly by these	or its assigns, to which eirs, executors, administrators,
WHEREAS, the above bounden Principal has entere municipality hereinafter called Obligee, bearing even date he certain section of highway or bridge in said Municipality cons	erewith, for the improvement of a
for approximately the sum of:	(\$) dollars.
NOW, THEREFORE, the condition of this obligation PRINCIPAL shall and will promptly pay or cause to be paid if due by contract or otherwise, to any individual, firm, partners material furnished or labor supplied or performed in the prosesaid for material or labor entered into and became compone equipment used and services rendered by public utilities in, such work, then this obligation to be void, otherwise to remather PRINCIPAL and SURETY, hereby, jointly and so that any individual firm, partnership, association or corporatifurnished material in the prosecution of the work as provided been paid in full therefor, may sue in assumpsit on this Payl and may prosecute the same to final for such sum or sums have execution thereon. Provided, however, that the Oblige any costs of expenses of such suit. RECOVERY by any individual, firm, partnership, association of the provisions of the "Public Works Contractor approved December 20, 1967, P.L. 869, which Act shall be inhereof, as fully and completely as though its provisions were lit is further provided that any alterations which may in the work to be done or materials to be furnished or labor the giving by the Obligee of any extension of time for the perforebearance on the part of either the Obligee or the Princip release the PRINCIPAL and the SURETY or SURETIES of forebearance being hereby waived. IN WITNESS WHEREOF, the said PRINCIPAL and	In full all sums of money which may be ship, association or corporation, for all secution of the work, whether or not the ent parts of the work and for rental of the or in connection with the prosecution of ain in full force and effect. everally, agree with the Obligee herein ion, which has performed labor or d, and any public utility which has not ment Bond in his, their, or its own name as may be justly due him, them or it, and se shall not be liable for the payment of sociation or corporation hereunder shall rs' Bond Law of 1967", Act No. 385, incorporated herein and made a part e fully and at length herein recited. be made in the terms of the contract or to be supplied or performed under it or erformance of the contract or any other pal to the other, shall not in any way any such alteration, extension of
under seal this day of	,20
PLACE SEAL HERE BY:	DNTRACTOR
	TLE:
WITNESS: PLACE SEAL HERE	URETY COMPANY
TITLE:	ITLE:



AFFIDAVIT RE

ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

State of)		
County of	beir) ss:)) ng duly sw	orn according to law deposes and	
accepted the	e provisions of the Workmen's Compensation	Act of 19	15 of the Commonwealth of Penr	it has isylvania, with
its suppleme	has his ents and amendments, and have insured thei its	r liability th	nereunder in accordance with the	terms of said
Act with _	(SURETY C	COMPAN	Y)	
			(TYPE OR PRINT)	CONTRACTOR
		ВҮ	SIGNATU	DE
	Sworn to and subscribed before me this	day of	A.D. 20	
			SIGNATU	RE
			My Commission Expires	(DATE)



MUNICIPALITY

NOTICE OF COMPLETION

IN	REFERENCE TO PROJECT #
ame of Contract	or
nal pavement ins	ork as specified on the above numbered contract is completed and spection has been made by the contractor and municipality in the terms of the contract awarded.
ATE OF AWARD	· · · · · · · · · · · · · · · · · · ·
	Signature of Municipality
	Signature of Contractor
	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.
*DATE	Authorized Agent for the Municipality
* The contractor	is responsible for maintenance of permanent pavement repairs for a ar from this date.



CERTIFICATE OF COMPLIANCE

1.	♦COUNTY: (♦ - To be	e completed by the	◆LR/SR: party that will sh	ip the material	SEC to th	/SEG: e project, otherw	◆ECMS#: rise leave blank.)
2.	I / WE hereby certify	that the material lis	sted on line 5 wa	s:			
	Manufactured	☐ Fabricated	Coated	Precaste	d .	Produced	
	By(Name	of Manufacturer, Fabrica	ator, Coater, Precast	er or Producer)			(Supplier Code)
3.	and the party listed a				the r	equirements of	
						-	er was a steel are Adulthian ship his Middless tomobory any programmers are reformation that it displays any agreement
4.	The material listed b	elow is being shipr	ped to:				
						(Company Name)
5.	LOT NO.	QUANTITY					N BULLETIN # 14 or 15 LIST HMA / PCC JMF.
6.	Certification Form(s processes including are maintaining cop) from the manufact coatings application (s), in our files in	cturer(s) of any so on (e.g., epoxy, g accordance with	teel or iron ma galvanizing, or Section 106.0	terials paint 3(b)3	s contained in ou ing) have occurred. Note: While of	e received a copy of the Mill or product and all manufacturing ed in the United States and we oating materials themselves are in the United States.
7.	VENDOR CLASSIF	FICATION (CHECK	ONE BLOCK O	NLY) -			
	#1 Manufactur Listed in Bu Bulletin # 1 I certify that the abo best of my knowled	ulletin # 15, or Pro 4, 41 or 42 ove statements are	ducer Listed in true and to the	I certify th	Not I Also at the	Listed in Bulleti , complete line e material being :	
	the product(s) listed	j.	rately describe				urate.
8.	NAME (print):				τ	TITLE:	
	COMPANY NAME	:					
	SIGNATURE :	esponsible Company O	fficial (QC Staff only	if you checked t	olock #	DATE	i:
9.		sold you the materi	al(s) documente	d above:			pany Name)
	of the Certificate of material shipments	Compliance form from other compa at your location.	must accompany nies related to P These files must	/ your material ennDOT projec be available fo	shipı cts, th or insp	ment to its next on the accompanying pection and verif	company's location. A copy destination. Also, if you receive g Certificate of Compliance forn ication by a Department ent.

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

COUNTY SOMERSET MUNICIPALITY SOMERSET BORO PROJECT NUMBER 14-55-418-01
Work Description:

COUNTY	COUNTY SOMERSET MUNICIPALITY		SOMERSET BORO				PROJECT#		14-55-418-01			
	SUPERPAVE / WMA ASPHALT MIXTURE DESIGN											
LOCATION OF WORK	FROM	то	L N G T H	₩ - D T H	DWPTH	sq. YD.	TONS	MIX in rom	PERF. GRADE	GYRA- TIONS	MATERIAL TYPE	REMARKS
HICKORY AVENUE	SR 0031 WEST MAIN	UNION STREET	265	21	1.5	618	56	9.5	PG 64-22	50	HMA WEARING 9.5	·
HICKORY AVENUE	UNION STREET	SUNSET DRIVE	210	19	1.5	443	40		PG 64-22		HMA WEARING 9.5	
S. KIMBERLEY AVE	RACE STREET	SANNER STREET	400	25	1.5	1,111	100	9.5	PG 64-22	50	HMA WEARING 9.5	
S. ANKENY AVENUE	RACE STREET	SANNER STREET	350	20	1.5	778	70	9.5	PG 64-22	50	HMA WEARING 9.5	
S. ANKENY AVENUE	RACE STREET	A DISTANCE OF	150	1	4	17	4	9.5	PG 64-22	50	HMA WEARING 9.5	WEDGE CURB RIGHT
S. ANKENY AVENUE	RACE STREET	A DISTANCE OF	300	1	4	33	8	9.5	PG 64-22	50	HMA WEARING 9.5	WEDGE CURB LEFT
WEST UNION STREET	HICKORY	WEST A DISTANCE OF	150	20	1.5	333	30	9.5	PG 64-22	50	HMA WEARING 9.5	