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pennsylvania

DEPARTMENT OF TRANSPORTATION

A. DEPOSIT OF PROPOSALS.

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	ining Bid proposals shall SEAL COAT" proposals	
for award	1 1	East Buffalo Township, Second Class Twp, Union County
10:00 AM	May 21, 2025	Municipality Name and Type
Time	Date	Jolene Helwig
Sealed Proposals w before	ill be received on or	Secretary
1:00 PM	on, April 22, 2025	East Buffalo Township, 589 Fairground Road, Suite 1
Time	Date	Lewisburg, PA 17837
Bids will be opened and read at approximately		Address
1:15 PM	on, April 22, 2025	Proposals must be mailed or otherwise
Time	Date	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 **East Buffalo Township** 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 on or before <u>Sep 5, 2025</u>. If all work is not completed on time, liquidated damages will be assessed at the rate of <u>\$1845.00</u> per additional working day.
- 3. Accompanying this proposal is a certified check or bid Bond in the amount of <u>10%</u> 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. <u>Performance and Payment Bonds in the amount of 100% and proof of Worker's Compensation insurance must</u> <u>be supplied within 20 day of receipt of bid award to the Municipality.</u>

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.
- 8. Contractor shall indemnify and hold harmless municipality, its agents and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the work. Contractor shall obtain insurance, at Contractors' expense, prior to performing work, and shall maintain it in full force throughout the duration of this Contract. Contractor shall obtain insurance from companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Pennsylvania. Contractor shall provide proof of insurance to the municipality prior to the performance of work.

Contractor WITNESSED OR ATTESTED BY: BY: Title (Seal) Title SEAL TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED ACCEPTED ON: Date Municipality ATTESTED BY: Title Title SEAL Title

LOCATIONS OF WORK:

East Buffalo Twp Union County

STREET / ROAD NAME	L	W	D	TYPE OF WORK	UNITS	QUANTITY
CARDINAL E TO W	425	18		FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	850
	425	18		FOG SEAL	SY	850
PINE RIDGE S TO N	3345	18		FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	6690
	3345	18		FOG SEAL	SY	6690
MARTIN	498	18		FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	996
	498	18		FOG SEAL	SY	996
FINCH	725	18		FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	1450
	725	18		FOG SEAL	SY	1450
HARDSCRABBLE S TO N	5638	18		FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	11276
	5638	18		FOG SEAL	SY	11276
WATERFORD E TO N	412	20		FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	916
	412	20		FOG SEAL	SY	916
HEATHERBLOOM	1168	20		FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	2596
	1168	20		FOG SEAL	SY	2596
ROSEMONT	445	20		FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	989
	445	20		FOG SEAL	SY	989

STADIUM	1445	20	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	3212
	1445	20	FOG SEAL	SY	3212
HILLCREST	1040	16	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	1849
	1040	16	FOG SEAL	SY	1849
CAMPUS	708	18	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	1416
	708	18	FOG SEAL	SY	1416
RAYMOND	360	18	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	720
	360	18	FOG SEAL	SY	720
EDGEMONT	808	22	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	1976
	808	22	FOG SEAL	SY	1976
CRESENT HOLLOW	710	22	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	1736
	710	22	FOG SEAL	SY	1736
INDIAN WOODS	650	22	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	1589
	650	22	FOG SEAL	SY	1589
RIDGEWAY	1965	22	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	4804
	1965	22	FOG SEAL	SY	4804
MONTCALM N TO S	928	24	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	2475
	928	24	FOG SEAL	SY	2475
EQUESTRIAN INCLUDES X-OVER	4170	14	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	6932

	4170	14	FOG SEAL	SY	6932
JONATHAN W TO E	1636	22	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	4000
	1636	22	FOG SEAL	SY	4000
BEAGLE CLUB W TO E	3870	22	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	9460
	3870	22	FOG SEAL	SY	9460
HAWTHORN N TO S	3069	24	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	8184
	3069	24	FOG SEAL	SY	8184
LONDON	660	18	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	1320
	660	18	FOG SEAL	SY	1320
WEDGEWOOD GARDENS	1082	21	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	2525
	1082	21	FOG SEAL	SY	2525
FOREST	900	20	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	2000
	900	20	FOG SEAL	SY	2000
OXFORD	1050	20	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	2334
	1050	20	FOG SEAL	SY	2334
ANDREWS	816	19	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	1723
	816	19	FOG SEAL	SY	1723
SPENCER	940	30	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	3134
	940	30	FOG SEAL	SY	3134

OAK	380	20	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	845
	380	20	FOG SEAL	SY	845
FISHER	1620	20	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	3600
	1620	20	FOG SEAL	SY	3600
STERLING	700	16	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	1245
	700	16	FOG SEAL	SY	1245
SUSQUEHANNA	340	19	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	718
	340	19	FOG SEAL	SY	718
SKYLINE N TO S	917	19	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	1936
	917	19	FOG SEAL	SY	1936
SCHOOLHOUSE S TO N	732	21	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	1708
	732	21	FOG SEAL	SY	1708
GUNDY E TO W	400	21	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	934
	400	21	FOG SEAL	SY	934
S ARMORY W TO E	1050	18	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	2100
	1050	18	FOG SEAL	SY	2100
ARMORY	1200	22	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	2934
	1200	22	FOG SEAL	SY	2934
AS DIRECTED			EDP-30 OIL OR EQUIVALENT	SY	10,305

LOCATIONS OF WORK:

Lewisburg Borough Union County

			1		1	
STREET / ROAD NAME	L	W	D	TYPE OF WORK	UNITS	QUANTITY
ST ANTHONY ST	1950	29		SINGLE SEAL COAT W/	SY	6284
0-1950				CRS-2PM OIL (MUNICIPAL		
				SUPPLIED STONE)		
INTERSECTION	200	32		SINGLE SEAL COAT W/	SY	712
				CRS-2PM OIL (MUNICIPAL		
				SUPPLIED STONE)		
0-1950	1950	29		FOG SEAL	SY	6284
INTERSECTION	200	32		FOG SEAL	SY	712
NORTH 4 TH ST	1320	27		SINGLE SEAL COAT W/	SY	3960
				CRS-2PM OIL (MUNICIPAL		
				SUPPLIED STONE)		
	1320	27		FOG SEAL	SY	3960
				1		

LOCATIONS OF WORK:

Union Twp Union County

STREET / ROAD NAME	L	W	D	TYPE OF WORK	UNITS	QUANTITY
FELMEY RD PARK RD TO EXISTING TIE-IN 0-4270	4270	22		FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	10438
4270-5470	1200	25		FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	3334
5470-5770	300	23		FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	767
0-4270	4270	22		FOG SEAL	SY	10438
4270-5470	1200	25		FOG SEAL	SY	3334
5470-5770	300	23		FOG SEAL	SY	767
GREGORY DR 0-1390	1390	21		FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	3244
1390-1690	300	33		FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	1100

0-1390	1390	21	FOG SEAL	SY	3244
1390-1690	300	33	FOG SEAL	SY	1100
HEIDI DR 0-740	740	21	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	1727
0-740	740	21	FOG SEAL	SY	1727
MASON LN 0-1020	1020	20	FIBER SEAL (MUNICIPAL SUPPLIED STONE)	SY	2267
0-1020	1020	20	FOG SEAL	SY	2267

LOCATIONS OF WORK:

Limestone Township Union County

STREET / ROAD NAME	L	W	D	TYPE OF WORK	UNITS	QUANTITY
WHITE SPRINGS RD	2300	20		DOUBLE SEAL COAT W/ CRS-2PM OIL (MUNICIPAL SUPPLIED STONE)	SY	5112
DICE RD	8250	20		DOUBLE SEAL COAT W/ CRS-2PM OIL (MUNICIPAL SUPPLIED STONE)	SY	18334
LONG RD	450	20		DOUBLE SEAL COAT W/ CRS-2PM OIL (MUNICIPAL SUPPLIED STONE)	SY	1000
MENSCH RD	1695	20		DOUBLE SEAL COAT W/ CRS-2PM OIL (MUNICIPAL SUPPLIED STONE)	SY	3767

Fiber Reinforced Seal Coat w/CRS -2PM Oil SRL-L (STONE SUPPLIED) MUNICIPALITY WILL SUPPLY STONE FOR THIS OPERATION OF WORK (contractor must verify stone compatibility with oil and fiber)

I. DESCRIPTION

This work is an application of bituminous fiber reinforced material immediately followed by an application of coarse aggregate.

II. MATERIAL

- A. Bituminous Seal Coat Material. Polymer-modified Asphalt Emulsion. Pub. 408, Section 470.2(a).
- B. Coarse Aggregate. Type A, No.8, Publication 408, Section 703.2(a). Supply aggregate from a source listed in Bulletin 14. Use coarse aggregate with the SRL designation, or better, indicated in the bid proposal. An aggregate designation or blends equal to or better than that specified may be supplied. Blends are 50% by mass (weight) of each aggregate. Mix the aggregates by an approved method.
- C. Fiber. Type E-Glass Fiber. (ASTM D578-05, paragraph 4.2.2).
 - 1. Certify using Municipal Services form MS-447A.

III. CONSTRUCTION

At least two weeks before beginning work submit a surface treatment design to the Representatives for review. Use the design method in Appendix E of Bulletin 27 (Pennsylvania Design Method for Seal Coats and Surface Treatments) as a guideline. If source of gradation of aggregate or type of polymer modified asphalt emulsion is changed, submit a new design.

- A. Preparing Existing Surface. Remove and dispose of all unsuitable material. Where indicated, seal cracks as specified in Publication 408, Section 469.3(d).
- B. Application of Bituminous Material. Publication 408, Section 470.3(b). Using a specifically designed trailer system apply bituminous material at a rate of 0.2 gallon per square yard to 0.80 gallon per square yard and the fiber at a rate of 0.055 lbs. per square yard to 0.166 lbs. per square yard, in accordance with the specific projects requirements. Apply when the entire surface is in a condition to allow satisfactory material penetration and adhesion and when the air, surface, and aggregate temperatures are 60°F or higher unless allowed in writing by the Representative. Do not apply polymer modified asphalt emulsion if, in the Representative's opinion rain is imminent or if the Representative expects freezing temperatures within 24 hours after application.
- Do not apply polymer modified asphalt emulsion from September 15 to May 1 in Districts 1-0, 2-0, 3-0, 4-0, 9-0, 10-0, 11-0, 12-0, and 5-0 (Monroe, Carbon, and Schuylkill Counties only); and from October 1 to May 1 in Districts 6-0, 8-0, and 5-0 (Berks, Lehigh, and Northampton Counties only). Gage quantity of material placed at one time to maintain the requirements for handling, spreading, and rolling coarse aggregate, as well as the temperature of the surface and bituminous material. Insure uniformity at the junction of two applications.
- C. Spreading and Rolling Coarse Aggregate. Before spreading aggregate, calibrate the spreader using a method acceptable to the Inspector-in-charge. Immediately after applying the bituminous material, uniformly spread a single layer of coarse aggregate at the design rate using a mechanical spreader capable of spreading 15 pounds per square yard to 25 pounds per square yard. Roll the aggregate with pneumatic-tire rollers, as specified in Section 108.05(c) 3.f. Use a contact pressure from 40 psi to 50 psi. This surface treatment requires at least two roller passes.
- D. Protection of Surface. Publication 408, Section 470.3(d). Do not allow vehicular traffic or loads on the newly completed surface until the material obtains adequate stability and adhesion and the material is sufficiently cured to prevent distortion, flushing of bituminous material to surface, and loss of aggregate. Maintain the Work Zone in compliance with Pub. 213.
- E. Special Considerations. As per the pre-construction survey, the rates of asphalt and fiber applied for the application may need to be adjusted to address the conditions of the surface to be treated. Surfaces with significant cracks wider than 1/8 inch and/or have severely cracked surfaces require a 10% or more increase in the rate of emulsion application. All cracks wider than 1/8 inch need to be sealed in accordance with Publication 408, Section 469.3(d).

V. MEASUREMENT AND PAYMENT

- A. Area Basis. Square Yard.
- B. Material Used Basis.
 - 1. Coarse Aggregate. Square Yard.
 - 2. Bituminous Fiber Reinforced Material. Square Yard.
 - 3. Bituminous Material. Gallon.

Asphalt Fog Seal For Asphalt Seal Coats (Stone Supplied)

This work is the treatment of a bituminous fiber seal coat with an application of asphalt material and an application of fine aggregate. All work and material in accordance with the current Publication 408 Section 472. It is the contractor responsibility to vacuum all loose aggregate and dispose of properly prior to the Fog Seal application.

Asphalt Seal Coat using CRS-2PM Oil (Stone Supplied)

MUNICIPALITY WILL SUPPLY STONE FOR THIS OPERATION OF WORK

Furnish and place an application of Asphalt Seal Coat across the entire cross-section of roadway. Use CRS-2PM emulsified asphalt, immediately followed by an application of coarse aggregate of #8 stone, to be rolled according to pub 408 section 470.

Double Seal Coat using CRS-2PM Oil (Stone Supplied)

MUNICIPALITY WILL SUPPLY STONE FOR THIS OPERATION OF WORK Furnish and place two applications of Asphalt Seal Coat across the entire cross-section of roadway. Use CRS-2PM emulsified asphalt, immediately followed by an application of coarse aggregate of #8 stone, to be rolled according to pub 408 section 470.

EDP-30 Oil or Equivalent

Furnish and place one application to base repair and widening areas prior to seal coat operations in East Buffalo Township. This work to be as directed by municipality. Application rate to be determined by contractor to provide a surface capable of adhering to Seal Coat Fiber item.

Note: Recommend reviewing project with municipal officials prior to bidding

This is a multi-municipal bid, each municipality will need to review and approve separately.

SPECIAL PROVISIONS

East Buffalo Township, Lewisburg Borough, Limestone Township and Union Township will have Seal Coat Stone stockpiled on hand for contractor to use for seal coat and fiber seal operations.

Contractor must use vac truck, no power brooming will be permitted. Payment will be withheld if vac truck is not used.

Contractor must cover all manholes, water valves, gas valves, and thermos plastic road markings during Fiber and Seal Coat operations. Coverings must be removed prior to opening to traffic.

The municipality <u>will withhold payments</u> if all the above requirements are not met. All utility services will be visible and accessible after project.

Contractor to vacuum road surface before seal coat and fiber seal operations.

The Contractor is responsible to schedule all Seal activities with the municipality to assure paving and repair activities are complete prior to application.

Note: No work can be started until paving has been completed. Contractor must coordinate with paving contractor.

This bid is for a combination of municipal governments. East Buffalo Township, Union Township, Limestone Township and Lewisburg Borough are part of this bid. Each municipality will approve individually. Award will be by East Buffalo on May 21st 2025

Contractor to invoice each municipality separately.

Municipal Total Union County

	Schedule of Prices							
Item No.	Quantity	Unit	Description of Work	Unit Price	Total			
1	126,049	SY	Fiber Reinforced Seal Coat w/CRS -2PM Oil SRL-L (STONE SUPPLIED)					
2	137,005	SY	Asphalt Fog Seal For Asphalt Seal Coats					
3	10,956	SY	Asphalt Seal Coat using CRS-2PM Oil (STONE SUPPLIED)					
4	28,213	SY	Double Seal Coat using CRS-2PM Oil (Stone Supplied)					
5	10,305	SY	EDP-30 Oil or Equivalent					
	Total Amount of Contract							

MS-944 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 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 **<u>\$1,845.00</u>** 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.
- *Construction projects, where the estimated cost of the total project exceeds \$100,000, 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)

MS-944 (02-01) (REPRODUCE LOCALLY)

Attachment 2

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 bonded 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)
SEAL	Attest / Witness		CONTRACTOR
TITLE		BY:	TITLE
SEAL	Attest / Witness		SURETY COMPANY
		BY:	
TITLE		_ `	TITLE

PAYMENT BOND

Attachment 3

KNOW ALL MEN BY THESE PRESENTS, the	hat we,		
of as PRI	INCIPAL and		
corporation incorporated under the laws of the	State of		as SURETY, are
held and firmly bond unto the		, in th	e full and just sum of
	(\$		money of the United
States of America, to be paid to the said we bind ourselves, our heirs, executors, adminipresents. WHEREAS, the above bounden Principal H Obligee, bearing even date herewith, for the im Municipality consisting of:	has entered into	o a contract with the above municipa	ly, firmly by these lity, hereinafter called
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 WITNESS:		TITLE	
		SURETY COMPANY	
		BY:	
TITLE		TITLE	

MS-944 AFFIDAVIT RE Attachment 4 ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

State of)))5	SS:		
County of)			
Being duly sworn according to law deposes a	und says that th	ney have	he has they have it has	
accepted the provisions of the Workmen's Co	ompensation A	ct of 1915	of the Commonwealth of Pennsylvania,	
with its supplements and amendments, and	has insur have	red their its	liability hereunder in it accordance with the terms	
of said Act with		(SURETY)	COMPANY)	
	(TYPE OR PRINT) CONTRACTOR			
		ВУ	Y: SIGNATURE	
Sworn to and subscribed before me this			day of	
A.D. 20				
		My (SIGNATURE Commission Expires	
		iviy C		

(DATE)

ANTI-COLLUSION AFFIDAVIT

DEPARTMENT OF TRANSP		County			
	ISPORTATION	Municipality			
			Project Number		
State of			Fed. Project No.		
Country of				(If Applicable)	
County of					
	The undersigned dep	ponent deposes and sa	ys that he is the		
of the			Company; that he is a	authorized to make this	
affidavit on bel	half of said company in	compliance with sect	ion 102.06 (e) of Departr	nent Specifications,	
Publication 408	8, as amended and that	the said company has	not, either directly or ind	irectly, entered	
into any agreen	nent, participated in an	v collusion. or otherw	ise taken any action in res	straint of free	
		-	, in the second s		
competitive bic	lding in connection wit	h such contract.			
	(Contractor)				
	BY				
	Sworn to and subse	cribed before me the	undersigned notary put	olic this	
	day of	,	•		
			Notary Public		
	My Commission expires				
			•		

MS-NCP



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