

DIRECTIONS FOR BIDDING, ADVERTISING, EXECUTION AND COMPLETION OF CONTRACTS USING STATE LIQUID FUELS FUNDS.

Attached for your convenience in advertising, awarding and completing a contract for the proposed project in your municipality are the following forms:

Step 1. (1) Copy of **MS-329, Project Approval** form, issued by Municipal Representative during initial appointment to set-up project.

Step 2. (2) Copies of the - **Form of Advertisement**, on which it will be necessary to insert the actual time and date that bids are to be opened.

ADVERTISING REQUIREMENTS - Recent amendments to the various municipal codes, relating to bidding and advertising requirements, necessitate a constant review by respective municipalities to insure compliance.

Step 3. (2) Copies of **MS-981**. Attach to each, a copy of the newspaper advertisement; record the name and address of each bidder and the amount of their bid. Record to whom the contract was awarded, their address, and the dollar amount.

Please have the proper officials and yourself sign the resolution at the bottom of the MS-981. Place your municipal seal where designated and forward one (1) copy to this office as soon as possible after bid opening. An acceptance resolution must be part of your municipality's minutes.

Step 4. (3) Copies of **MS-339 Application for County Aid** (for municipalities who are eligible for county aid). **First - Municipal Secretary to complete Section 1 and forward all copies to the County, Next - County to complete Section 2 and immediately return all copies to Municipal Services for approval.**

Step 5. (2) Copies of Form **MS - 944 Proposal and Contract, Proposal and Contract Instructions - Form 944, Attachment 1- Schedule of Prices, Special Provisions to Contract MS-944 (Attachment "1-A")**. One copy of each will be furnished to each prospective bidder to be used as a proposal, when completed by the municipality. As required by Publication 408, Section 102.06(e), each bidder must submit a completed **Form 7126 - Anti-Collusion Affidavit** with its bid proposal.

Step 6. (2) Copies of **Attachment 2 - Performance Bond, Attachment 3 – Payment Bond, Attachment 4 – Affidavit RE Accepting Provisions of the Workmen's Compensation Act, and Form MS – NCP - Notice of Completion**. One copy of each will be completed by the successful bidder and returned to the municipality. Return an executed copy of the MS-944 Proposal and Contract, and Bonds to the contractor.

At this point return one (1)-completed copy of all the above documents to this office, and keep a completed copy for your files.

Upon project completion, an itemized final invoice and completed NCP Form are required to be supplied to the municipality from the contractor. Send a copy to the Municipal Services Unit and call us for a final inspection. A representative will set up a final inspection appointment. After the final inspection and approval of the project, an MS-999 Final Completion Report will be issued the municipality for signature and seal. Return all completed copies of MS-999 to Municipal Services for signature. An approved copy will be returned for your records.



PROPOSAL AND CONTRACT (WHEN EXECUTED)

INSTRUCTIONS ON PAGE 4

THIS PROPOSAL INCLUDES INSTRUCTIONS TO BIDDERS

A. DEPOSIT OF PROPOSALS.

All envelopes containing Bid proposals shall be clearly marked "Bid Proposal for letting of April 6, 2023 ." DATE

FULTON TOWNSHIP: 2ND CL MUNICIPALITY (NAME & TYPE)

AMANDA WOLFE SECRETARY

Sealed Proposals will be received on or before 1:00 PM on the above Letting Date. TIME

777 NOTTINGHAM RD PEACH BOTTOM, PA 17563 ADDRESS

Bids will be opened and read at approximately 1:00 PM , 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/ 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 FULTON TOWNSHIP: 2ND CL 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:

Three horizontal lines for contractor information

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.

CONTRACTOR

BY: _____ **DATE:** _____
TITLE:

WITNESSED OR ATTESTED BY: _____ **DATE:** _____
TITLE:

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

ACCEPTED ON : _____
DATE

MUNICIPALITY

BY: _____
TITLE: CHAIR

BY: _____
TITLE: VICE CHAIR

BY: _____
TITLE: MEMBER

ATTESTED BY: _____
TITLE: SECRETARY





ATTACHMENT 1

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

County: LANCASTER

Municipality: FULTON TOWNSHIP: 2ND CL

Project Number: _____

LOCATION OF WORK:

Various township roads

DESCRIPTION OF WORK:

FURNISH AND SUPPLY BITUMINOUS SEAL COAT AS SPECIFIED BELOW. PREPARE EXISTING SURFACE BY REMOVING ALL UNSUITABLE MATERIAL. APPLY BITIMINOUS MATERIAL WHEN THE ENTIRE SURFACE IS IN CONDITION TO ALLOW SATISFACTORY MATERIAL PENETRATION AND ADHESION AND WHEN THE AIR, SURFACE, AND AGGREGATE TEMPERATURES ARE ABOVE 60 DEGREES FARENHEIT. DO NOT APPLY BITUMINOUS MATERIAL IF RAIN IS IMMINENT OR IF FREEZING TEMPERATURES ARE EXPECTED WITHIN 24 HOURS AFTER APPLICATION.

ESCALATOR CLAUSE:(if adopted by Municipality.)

Township accepts escalator provision as stated in PennDOT 408, section 110, paragraph 110.4.

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
1	60,000	SY	SEAL COAT USING CRS-2PM OIL AND AASHTO #8 WASHED STONE		
			THE TOWNSHIP RESERVES THE RIGHT TO REJECT ANY AND ALL STONE DEEMED TOO DIRTY.		
			The Township reserves the right to reject any or all proposals or parts of proposals and to award the bid in the best interest of the Township.		
				SUBTOTAL	
				SUBTOTAL FROM OTHER ATTACHMENTS	
				TOTAL AMOUNT OF BID	

*** DESCRIPTION:**

**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.**

**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 3 working days prior to start of project.
Work to be completed on or before _____ . After _____ Liquidated damages apply at the rate of \$ 250.00 per calendar day.
- X Roadway to be power broomed by (contractor municipality) prior to start of project.
- X Excess material to be removed by (contractor 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.
Tack Coat required per Section 460, or 409 for superpave, of Specifications 408 and is incidental to paving item unless noted otherwise.
Prime Coat required per Section 461 of Specifications 408.
Bituminous Seal on all abutting pavement and curbs required.
Saw cut or Milled Paving Notch required and incidental to paving item unless noted otherwise.
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.
Taper pavement the last 3 feet to curb.
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.
Provide design, which meets Specifications Form 408 to the municipality 5 days prior to start of work.
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.
- X Complete all testing in accordance with Specification Form 408 Section 409 except for superpave volumetric testing.
- X Notice to Proceed will be the date of Contract acceptance.
Final Completion Certificate & Notice of Completion required.
- X 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.

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
FULTON TOWNSHIP: 2ND CL

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."
- 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 - 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.
- 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 \$250.00 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 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.
- 7 *Construction projects, where the estimated cost of the total project exceeds \$25,000, are subject to the provisions of the Pennsylvania Prevailing Wage Act 442. It is the responsibility of the municipality to obtain the Prevailing Wage Scale for the area and include it in the proposal. If the Prevailing Wage Act applies, this fact shall be noted in the advertisement.

On projects utilizing Federal Revenue Sharing Funds, if the project cost exceeds \$2,000 and is financed with 25% or more Federal Revenue Sharing Funds, the Davis Bacon Act applies. Again, it is the responsibility of the municipality to obtain the Davis Bacon Wage Rates, include them in the proposal and note the fact in the advertisement. If both acts are applicable, The Davis Bacon Act has preference over the Pennsylvania Prevailing Wage Act.
- 8 An ESCALATOR CLAUSE is optional; 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
(NAME OF MUNICIPALITY)

(\$ _____) 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)



Attest / Witness:

CONTRACTOR

BY

TITLE:

TITLE:



Attest / Witness:

SURETY COMPANY

TITLE:

TITLE:



KNOW ALL MEN BY THESE PRESENTS, that we

[Redacted box]

as PRINCIPAL and _____ 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 ____.



WITNESS:

CONTRACTOR

TITLE:

BY:

TITLE:



WITNESS:

SURETY COMPANY

TITLE:

TITLE:



AFFIDAVIT RE

ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

State of _____)
)
) ss:
)
County of _____)

_____ he has
being duly sworn according to law deposes and says that they have
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



County LANCASTER

Municipality FULTON TOWNSHIP: 2ND CI

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 _____



FULTON TOWNSHIP: 2ND CL **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.**





CERTIFICATE OF COMPLIANCE

1. ♦COUNTY: _____ ♦LR/SR: _____ ♦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) -

<input type="checkbox"/> #1 Manufacturer, Fabricator, Coater, Precaster Listed in Bulletin # 15, or Producer Listed in Bulletin # 14, 41 or 42 <i>I certify that the above statements are true and to the best of my knowledge, fairly and accurately describe the product(s) listed.</i>	<input type="checkbox"/> #2 Distributor, Supplier or *Private Label Company Not Listed in Bulletin # 15. Also, complete line 9 <i>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.</i>
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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: _____ (Company Name)
(Complete if you checked Block # 2 on line # 7, otherwise leave blank.)

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.