

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 proposal, the lowest, 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 is 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 foot, etc.) and #4 (Description, i.e., bituminous materials -9.5mm S & L, 12.5mmWearing, 25.0mm Base Course, etc.) must be filled in by 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 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 (current edition), Section 102.06 (e), each bidder must submit a completed Form D-7126, Anti-Collusion Affidavit (included in this Form MS-944), 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. Only the successful bidder is obligated to provide payment and performance bonds. These bonds shall conform to the requirements of the relevant municipal code or charter and the Public Works Contractors' Bond Law of 1967, Act of December 20, 1967, P.L. 869, No.385, 8 P.S. §§ 191—202. Bond forms are included in this Form MS-944 as Attachments 2 (performance bond) and 3 (payment bond). The successful bidder must submit the bonds and the Workmen's Compensation Act Affidavit, Attachment 4, within 20 days of the contract award. Failure to submit the bonds shall constitute grounds to cancel the contract.
7. If the estimated cost of a contract for "public work," as this term is defined in the Pennsylvania Prevailing Wage Act, Act of August 15, 1961, P.L. 987, No. 442, as amended, 43 P.S. §§ 165-1—165-17, exceeds \$100,000.00 and the contract is paid for in whole or part out of the funds of the municipality, the municipality shall take the following actions: (1) Determine the prevailing minimum wage rates from the Department of Labor and Industry, Bureau of Labor Law Compliance. (2) Indicate in the advertisement issued for the purpose of securing bids for the contract that prevailing wage rates shall be paid on the project. (3) Specify the prevailing minimum wage rates in the bid proposals for the contract. On projects financed partly with federal funds, if the project cost exceeds \$2,000.00 and 25% or more of the funding comes from federal funds, the Davis-Bacon Act, 40 U.S.C. §§ 3141—3145, applies. Here again, it is the responsibility of the municipality to obtain the Davis-Bacon wage rates from the United States Department of Labor, Wage and Hour Division, which has offices in Philadelphia, Pittsburgh and Wilkes-Barre; include them in the proposal; and note the fact in the advertisement. If both acts are applicable, the Davis-Bacon Act preempts the Pennsylvania Prevailing Wage Act and applies to the entire project, not just the federally-funded components.
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.

Bid totals must include totals per road (Thompson Road, Highland Avenue, Wilson Street and Maple Street)



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we

[Redacted Name]

as PRINCIPAL and a corporation incorporated under the laws of the State of _____ as SURETY, are held and firmly bound 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:



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 _____

(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)



Attest / Witness:

CONTRACTOR

BY

TITLE:

TITLE:



Attest / Witness:

SURETY COMPANY

TITLE:

TITLE:



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
_____."
DATE

Factoryville Borough
MUNICIPALITY (NAME & TYPE)

Sealed Proposals will be received on or before
_____ on the above Letting Date.
TIME

Mary Ellen Buckbee
SECRETARY

161 College Ave. Box 277, Factoryville, PA 18419

Bids will be opened and read at approximately
_____, on the above Letting Date.
TIME

ADDRESS

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 Factoryville Borough 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.

CONTRACTOR

WITNESSED OR ATTESTED BY:

 TITLE: (SEAL)



 TITLE: (SEAL)

=====

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

=====

ACCEPTED ON : _____
 DATE

 Factoryville Borough
 MUNICIPALITY

ATTESTED BY: _____
 NAME



 NAME

 NAME

COUNTY

Wyoming

MUNICIPALITY

Factoryville Borough

PROJECT #

11-65-401-01

AGGREGATE-SHOULDERS

LOCATION OF WORK	FROM	TO	LENGTH	WIDTH	DEPTH	CU.YD.	TONS	REMARKS
THOMPSON STREET THOMPSON STREET	COLLEGE AVE COLLEGE AVE	AS MARKED AS MARKED	900 900	1.5 1.5	1.50 1.50	6 6	11 11	2A SUBBASE IN PLACE ROLLED AND AEP OIL FOR STABILIZATION
WILSON ST WILSON ST	MAPLE ST MAPLE ST	AS MARKED AS MARKED	700 700	1.5 1.5	1.50 1.50	5 5	9 9	2A SUBBASE IN PLACE ROLLED AND AEP OIL FOR STABILIZATION
							TOTALS	

BASE REPAIR

LOCATION OF WORK	FROM	TO	L E N G T H	W I D T H	T D E P T H	SQ. YD.	DESCRIPTION OF WORK
WILSON AVE			50	3.0	8.0	17	ADD 3 FEET TO ACCOMMODATE TURN
WILSON AVE	AS MARKED (RADIUS)	AS MARKED (RADIUS)	8	12.0	8.0	11	Saw cut existing pavement. Excavate to a depth of 9 inches. Compact subgrade as req'd. Place and compact 4 inches 2A Subbase, Place and compact 3 inches 19mm Binder, Place and compact 2 inches 9.5mm Wearing
TOTALS						27	

COUNTY

Wyoming

TWP.

Factoryville Borough

PROJECT #

11-65-401-01

MILLING OF BITUMINOUS PAVEMENT

LOCATION OF WORK	FROM	TO	L	W	DEPTH	SQ. YD.	REMARKS
HIGHLAND AVE	RIVERSIDE DRIVE SR 2033	AS MARKED	1,200	2.0	2.00	267	TAPER FROM CENTER EDGE
HIGHLAND AVE	RIVERSIDE DRIVE SR 2033	AS MARKED	1,200	2.0	2.00	267	
THOMPSON STREET	COLLEGE AVE	AS MARKED	885	3.0	4.00	285	MILL & FILL
TOTALS						828	

AGGREGATE BASE COURSES

LOCATION OF WORK	FROM	TO	L	W	DEPTH	CU. YD.	TONS	REMARKS
TOTALS								

PIPE

LOCATION OF WORK	FROM	TO	LENGTH	SIZE IN INCHES	TYPE	ACCESSORIES / REMARKS
MAPLE ST HIGHLAND AVE	AS MARKED	AS MARKED	200	18	CORRUGATED POLYETHYLENE	
	AS MARKED	AS MARKED	40	15	CORRUGATED POLYETHYLENE	

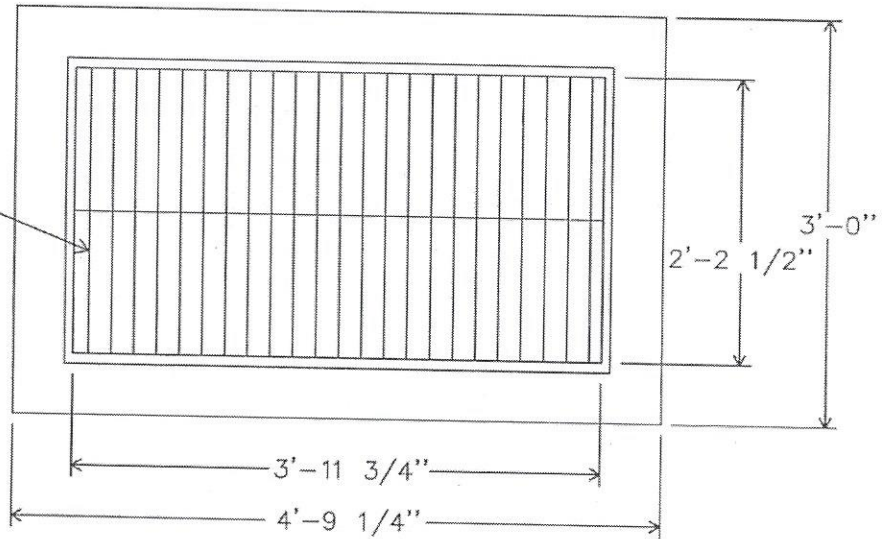
INLETS

LOCATION OF WORK	FROM	TO	QUANTITY	TYPE	REMARKS
HIGHLAND AVE	AS MARKED	AS MARKED	1	TYPE M	
TOTALS			1		

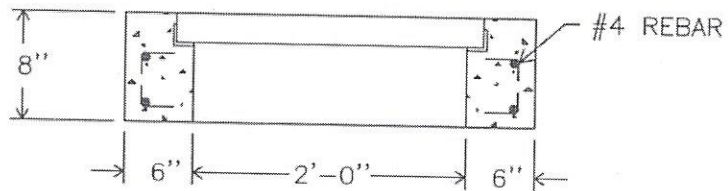
MANHOLE ADJUSTMENTS

LOCATION OF WORK	FROM	TO	QUANTITY	INCLUDES	REMARKS
HIGHLAND AVE SANITARY	AS MARKED	AS MARKED	11		
CATCH BASINS			4		
TOTALS			15		

STRUCTURAL
STEEL GRATE



-PLAN-



-SECTION-

PENNDOT TYPE M
CONCRETE INLET TOP

DWG. I-2



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

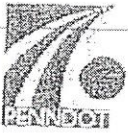
Sworn to and subscribed before me this ___ day of _____ A.D. 20 ___

SIGNATURE

My Commission Expires

(DATE)

ANTI-COLLUSION AFFIDAVIT



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 _____



_____ 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.

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF COMPLIANCE

1. COUNTY: _____ MUNICIPALITY: _____ TWP.#/ STREET: _____
(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
(Circle one)

by _____
(Name of Manufacturer, Fabricator, Coater, Precaster or Producer)

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)

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 I certify that the material being supplied is one and the same to the best of my knowledge, fairly and accurately same as provided to us by the manufacturer listed on describe the product(s) listed. this document and quantities listed above are accurate.

8. NAME (print) : _____ TITLE : _____
COMPANY NAME : _____
SIGNATURE : _____ DATE: _____

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.