#### PROPOSAL AND CONTRACT INSTRUCTIONS - FORM 944

- 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)



	KNOW ALL MEN BY THESE PRESENT	'S, that we			
	as PRINCIPAL and				
	a corporation incorporated under the laws of the			***************************************	No.
	held and firmly bond unto the	State of	as (	SURETY, are	.19400
	T.		The full-an	d just sum of	
	United States of America, to be paid to the said		)dollars, lawful money o		
	Payment well and truly to be made, we bind ourse	elves, our he		s assigns, to which	-
	successors and assigns, jointly and severally, fir	mly by these	e presents.	auis,	
	WHEREAS, the above bounden Principal	has entered	I into a contract with the	above	
	municipality hereinafter called Obligee, bearing e- certain section of highway or bridge in said Munic	Ven dala hai	roughly from the many	ent of a	
	manual of the state of the stat	ipanty consi:	sting of:		
		n de la companya della companya de la companya della companya dell	**************************************	MANUSCRIPT TO THE PROPERTY OF	
	for approximately the sum of:		**************************************		
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	NOW, THEREFORE, the condition of this	obligation is	such that if the above b	ounden	
				rosecution of	
- 1					
-00000	The PRINCIPAL and SURETY, hereby, joint hat any individual firm, partnership, association	nuy and sev	erally, agree with the Ob	oligee herein	
14					
1	urnished material in the prosecution of the work as	s provided, a	and any public utility which	ch has not	
3	peen paid in full therefor, may sue in assumpsit on and may prosecute the same to find for such as	runs Payme	nt Bond in his, their, or it	ts own name	
h	and may prosecute the same to final for such sum have execution thereon. Provided, however, that the	OF SUMS AS	may be justly due him, the	nem or it, and	
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	MUTAUCCO.				
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		T. STEWN			

MS-344-S (3-01) (REPRODUCE LOCALLY) Affachment 2



## PERFORMANCE BOND (With Corporate Surety)

KNOW ALL	. MEN BY THESE PRESENTS, That	we,	and the second s
as Principal and		(NAME AND ADDRESS OF C	ONTRACTOR)
do i indipa and			
a corporation incorp	porated under the laws of the State of	(SURETY COMPANY)	
		(NAME OF STATE)	as Surety
are held and firmly l		in the full and just or	enne of
	(NAME OF MUN	PICIPALITY)	an or
		(\$	) dollars
the state of the s	our neas, executors, administrators, successors (	(a)  sipality or its assigns, to which payment well and tr  and assigns, jointly and severally, firmly by these p	ally to be presents.
WHEREAS, the	above bounden Principal has entered into a contri	act with the above Municipality, bearing even date	· von
the undertaking of certain of	obligations as therein set forth.	date	nerewith, for
to and made a part the amanner satisfactory shall be and remain in full for the foreign approval of the Municipality their heirs, executors, admin forebearance being hereby v	ercof, and such alterations as may be made in say to the municipality fulfill all obligations as therein orce, virtue and effect.  and that any alteration which may be made in the teat the Principal to the other, shall not in any way resistrators, successors or assigns from their liability valved.  EREOF, the said Principal and Surety have duly e	the above bounder Principal, as Contractor, shall Contract, including the Specifications and conditional Specifications as therein provided, and shall we neet forth, then this Obligation shall be void, but of the contractor or its specifications with the release the Principal and the Surety or either or any hereunder, notice to the surety of any such alternative this Bond under Seal, pursuant to due and DND)	ons referred all and truly, and in the same therwise the same express y of them, altern or
PLACE	Attest / Witness:		
SEAL HERE		CONTRACTOR	
The same of the sa	BY		
	* s	TITLE:	
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TITLE	100 (100 (100 (100 (100 (100 (100 (100		*
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### PROPOSAL AND CONTRACT (WHEN EXECUTED)

THIS PROPOSAL INCLUDES INSTRUCTIONS TO BIDDERS

#### A. DEPOSIT OF PROPOSALS.

		All envelopes containing Bid proposals shall	Factoryville Borough
		be clearly marked "Bid Proposal for letting of	MUNICIPALITY (NAME & TYPE)
٠		DATE	Mary Ellen Buckbee
		Sealed Proposals will be received on or before	SECRETARY
		on the above Letting Date.	161 College Ave. Box 277, Factoryville, PA 18419
		0.53004-03	ADDRESS
		Bids will be opened and read at approximately , on the above Letting Date.	PROPOSALS MUST BE MAILED OR OTHERWISE
		TIME	DELIVERED TO THE ABOVE ADDRESS.
	1	specifically set forth in the Schedule of Pr specifications on file at Factory and special requirements contained herei Specifications (Publication 408), except (a	eliver all materials (including Form CS-4171, o do and perform all work on the following project as more ices (Attachment), in accordance with drawings and ville Borough as well as the supplements in and/or attached hereto and current PennDOT a) bidders need not be prequalified by PennDOT of bituminous paving materials is not required (Sec. 409).
	2	If designated as the successful bidder, the notice to proceed, or as otherwise provide work within see Attachment 1-A calenda	e contractor will begin work on the date specified in the ed in the special requirements, and will complete all r days.
	3	Accompanying this proposal is a certified made payable to the municipality as a proforfeited in case the contractor fails to con	posal guarantee which it is understood will be
B. PROP	OSA	L OF:	
		NAME / ADDRES	SS OF CONTRACTOR
		CONTRACTORS	S CERTIFICATION
	lt 1	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	s of the municipality.
	3	This proposal is made without collusion wit	

listed on the Schedule of Prices. (Attachment 1).

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

- 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	
WITNESSED OR ATTESTED BY:	TITLE:		
	IIILE.		(SEAL)
SEAL	TITLE:		(SEAL)
TO BE EXECUTED ONLY IN	THE EVENT THE	ABOVE PROPOSAL IS ACCEP	TED
ACCEPTED ON:	DATE	- CONTRACTOR ACCEL	
е ;		Factoryville Borough MUNICIPALITY	
ATTESTED BY:		MONICIPALITY	
		NAME	
		ž.	
SEAL		NAME	
		2	
		NAME	-



#### **ATTACHMENT 1**

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

County: Wyoming

Municipality: Factoryville Borough

Project Number: 11-65-401-01

LOCATION OF WORK: VARIOUS STREETS

AS NOTED IN CONTRACT

DESCRIPTION OF WORK:

2016 PAVE PROJECT. AS PER ATTACHED WORKSHEETS. ALL WORK TO BE

COMPLETED ACCORDING TO PA DOT PUB 408 SPECIFICATIONS

ESCALATOR CLAUSE: (if adopted by Municipality.)

ltem	Approximate	Unit	*Description	1	Init -	Total
1 No.	2 Quantities	3	4		rice	6
TEM 1	1	EACH	INLETS, INSTALLED	3 1	TICE	0
TEM 2	15	EACH	MANHOLE ADJUSTMENT	+		
ТЕМ З	40	L.F.	15" PIPE, INSTALLED	+		
TEM 4	200	L.F.	18" PIPE, INSTALLED	_	-	-
TEM 5	27	S.Y.	BASE REPAIRS, IN PLACE			
ГЕМ 6	828	S.Y.	MILLING OF BITUMINOUS	_		
ГЕМ 7	126	TON	SUPERPAVE BINDER COURSE, 19.0mm, IN PLACE			
TEM 8	145	TON	SUPERPAVE SCRATCH & LEVELING COURSE, 9.5mm, IN PLACE			
EM 9	589	TON	SUPERPAVE WEARING COURSE, 9.5mm, IN PLACE			
EM 10	40	TON	AGGREGATE SHOULDER, IN PLACE			
	ERICO					
				_		
	3.00					
	1 L 0 10			_		
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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

## 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".

)	Traffic Control and Safety Devices to be provided by the Contractor.
	( PA. DEPART. Of TRANS. Publication 203, WORK ZONE TRAFFIC CONTROL, CURRENT EDITION.)
	C Delivery tickets for all materials.
X	C CS-4171 Certificate of Compliance and/ or TR-465 Daily Bituminous Mixture Certification required for all materials.
^	working days prior to start of project.
Х	Work to be completed on or before After Liquidated damages apply at
	the rate of \$250.00 per calendar day.
	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.
X	Need Bill of Lading for each shipment of bituminous material per Section 702.1(c) of Specifications 408.
Х	Tack Coat required per Section 460, or 409 for superpave, of Specifications 408 and is incidental to
	paving item unless noted otherwise.
X	Prime Coat required per Section 461 of Specifications 408.
X	Bituminous Seal on all abutting pavement and curbs required.
X	Saw cut or Milled Paving Notch required and incidental to paving item unless noted otherwise.
Х	Scratch/ Leveling Courses to be placed at the discretion of appointed inspector(s).
	Full width pavement with one pass required.
Х	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
v	items are reviewed.
~	Completion of NON-COLLUSION AFFIDAVIT required.
^	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
Y	items on which quotations are received.
Y	Provide design, which meets Specifications Form 408 to the municipality 5 days prior to start of work.
x	Contractor required to review personal and its little and the contractor required to review personal and its little and the contractor required to review personal and its little and the contractor required to review personal and its little and the contractor required to review personal and its little and the contractor required to review personal and the contractor required to require the required to require the contractor required to require the required to require
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 token by and the sample of the
	At least three random stone samples to be taken by contractor on project site witnessed by municipality and retained by municipality.
х	Complete all testing in accordance with Specification Form 408 Section 409 except for superpave
	volumetric testing.
х	Notice to Proceed will be the date of Contract acceptance.
х	Final Completion Certificate & Notice of Completion required.
X	Future award of Contract will be based on quality of work as determined by the municipality.
X	Contractor, notify all residents of pending work to be performed.
	paramagnamagnamagnamagnamagnamagnamagnama
X	ALL WORKED TO BE PERFORMED AS PER PA DOT PUB. 408 SPECIFICATIONS
	ENTITIONS TO SELECTION OF ESTITIONS
X	PREVAILING WAGES ARE REQUIRED AND INCLUDED WITH THIS CONTRACT FOR BIDDING PURPOSES
	THE SOUTH OF BIDDING FORFOSES
	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
_	Factoryville Borough
	Company Municipality

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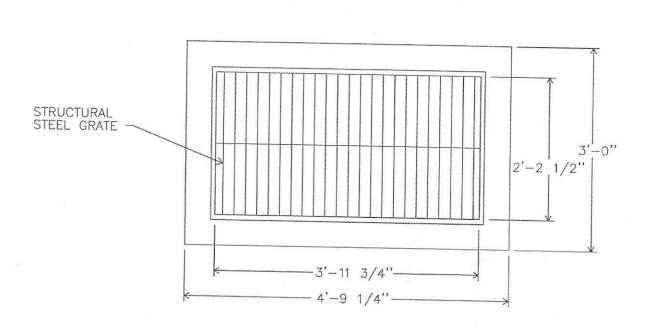
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11-65-401-01		DESCRIPTION OF WORK		ADD 3 FEET TO ACCOMMODATE TURN	Saw cut existing pavement. Excavate to a depth of 9 inches. Compact subgrade as req'd. Place and compact 4 inches 2A Subbase, Place and compact 3 inches 19mm Binder, Place and compact 2 inches 9.5mm Wearing.		
PROJECT#		SQ. YD.		17	7	e #	27
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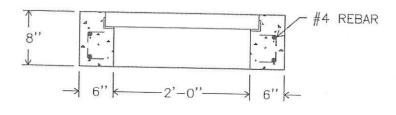
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-SECTION-

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#### AFFIDAVIT RE

### ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

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County of		)		
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#### ANTI-COLLUSION AFFIDAVIT

	County
CENTROL	Municipality
	Project Number
State of	Fed. Project No.
County of	( If Applicable )
	rsigned deponent deposes and says that he is 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 amen	ided and that the said company has not, either directly or indirectly, entered
into any agreement, parti	cipated in any collusion, or otherwise taken any action in restraint of free
	nection with such contract.
	(Contractor)
	BY:
g = 000	
Sworn to ar	nd subscribed before me the undersigned notary public this
day of	botore me the undersigned notary public this
uay 01	And the second s
7 8	Notary Public
	My Commission expires
	The second secon



#### MUNICIPALITY

#### NOTICE OF COMPLETION

	tor .
mai pavement in	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.
DATE OF AWARD	
•	
TO THE REPORT OF THE STATE AND ADDRESS.	Signature of Municipality
	Signature of Contractor
77554	THIS PORTION TO BE COMPLETED BY MUNICIPALITY
	D. BONG MALL
×	FINAL COMPLETION CERTIFICATE  By the affixing of my signature I hereby partify that 5
	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.
Ē	Authorized Agent for the Municipality
ATE	
	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  responsible for maintenance of permanent payement repairs for a

## PENNSYLVANIA DEPARTMENT OF TRANSPORTATION CERTIFICATE OF COMPLIANCE

	♦ COUNTY:	<b>♦MUNIC</b>	CIPALITY			
	I / WE here	by certify that the material liste	ed on line 5 was Manufactured, Fabricated, Coated, Precasted, Product (Circle one)			
	bу					
		(Name of Manu	ufacturer, Fabricator, Coater, Precaster or Producer)			
		and the party listed above certifies that the material(s) on line 5 meets the requirements of				
	Publication	Publication 408, Section(s),				
	AASHTO, ASTM, Federal or other designation					
	The mater	he material listed below is being shipped to(Company Name)				
			(Company Name)			
	LOT NO.	QUANTITY	APPROVED MATERIAL AS LISTED IN BULLETIN # 14 or 15. BULLETIN # 41 or 42 PRODUCERS, LIST HMA / PCC JMF.			
	***************************************					
	\$1000000000000000000000000000000000000					
	product and a have occurre 106.03(b)3. N	Mill Certification Form(s) from all manufacturing processes d in the United States and we	contains iron or steel I / WE certify that we received the manufacturer(s) of any steel or iron materials contained in our including coatings application (e.g., epoxy, galvanizing, or painting) are maintaining copy(s), in our files in accordance with Section hemselves are not covered by Buy America, the application of in the United States.			
			ICATION - CHECK ONE BLOCK ONLY			
	Listed in Bullet Bulletin # 14, 4 I certify that the	ifacturer, Fabricator, Coater, Prectin # 15, or Producer Listed in No.1 or 42 Also, complete line 9 above statements are true and in the producer faith and accounts	caster # 2 Distributor, Supplier or * Private Label Company of Listed in Bulletin # 15.  I certify that the material being supplied is one and the ally same as provided to us by the manufacturer listed on			
	describe the pr	oduct(s) listed, this document an	d quantities listed above are accurate,			
	8. NAME (pri	nt) :	TITLE :			
	COMPANY N	AME :				
			DATE:			
	List company (Complete if you After completi A copy of the Also, if you re Certificate of C inspection and	that sold you the material(s) do not checked Block # 2 on line # 7, other ng the Certificate of Compliant Certificate of Compliance form ceive material shipments from Compliance forms must be ker				
		The second secon				

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