



A. DEPOSIT OF PROPOSALS.

All envelopes containing Bid proposals shall be clearly marked "Bid Proposal for letting of July 20, 2017."
DATE

SOMERSET BORO
MUNICIPALITY (NAME & TYPE)

Sealed Proposals will be received on or before 10:00 AM on the above Letting Date.
TIME

Michele Enos
SECRETARY

Bids will be opened and read at approximately 10:00 AM, on the above Letting Date.
TIME

PO Box 71, Somerset, Pa 15501

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 SOMERSET BORO as well as the supplements and special requirements contained herein and/ or attached hereto and current PennDOT Specifications (Publication 408), except (a) bidders need not be prequalified by PennDOT (Sec.102.01), and (b) Volumetric testing of bituminous paving materials is not required (Sec. 409).
- 2 If designated as the successful bidder, the contractor will begin work on the date specified in the notice to proceed, or as otherwise provided in the special requirements, and will complete all work within see Attachment 1-A calendar days.
- 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

BY: _____ DATE: _____
TITLE:

WITNESSED OR ATTESTED BY: _____ DATE: _____
TITLE:

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

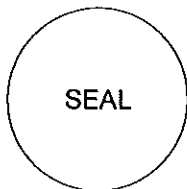
ACCEPTED ON : _____
DATE

**SOMERSET BORO
MUNICIPALITY**

BY: _____
TITLE:

BY: _____
TITLE:

BY: _____
TITLE:



ATTESTED BY: _____
TITLE:

ATTACHMENT 1

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

County: SOMERSET

Municipality: SOMERSET BORO

Project Number: PHASE 2 - SEAL COAT

LOCATION OF WORK:
SEE WORKSHEETS

DESCRIPTION OF WORK:

Single Sealcoat with RS-2PM (E-2M)/ CRS-2PM (E-3M) oil, in place.
Double Sealcoat with RS-2PM (E-2M)/ CRS-2PM (E-3M) oil, in place.
Surface Treatment with RS-2PM (E-2M)/ CRS-2PM (E-3M) oil, in place.

ESCALATOR CLAUSE:(if adopted by Municipality.)

N / A

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
ITEM 1		2,573		S.Y.			SINGLE SEALCOAT WITH RS-2PM (E-2M)/ CRS-2PM (E-3M)				
ITEM 2		4,098		S.Y.			DOUBLE SEALCOAT WITH RS-2PM (E-2M)/ CRS-2PM (E-3M)				
ITEM 3		5,667		S.Y.			SURFACE TREATMENT WITH RS-2PM (E-2M)/ CRS-2PM (E-3M)				
										SUBTOTAL	

*** 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.
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".

- 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 five working days prior to start of project.
- X Work to be completed on or before 9/15/2017 . After 9/15/2017 Liquidated damages apply at the rate of \$ 870.00 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 (TACK or CNTT/NTT) required per Section 460, or 409 for superpave/ WMA, of Specifications 408 and is incidental to paving item unless noted otherwise.
Prime Coat required per Section 461 of Specifications 408.
Bituminous Seal on all abutting pavement and curbs required.
Saw cut or Milled Paving Notches are required and are incidental to the paving item. The only paving notches that are not incidental are those at private approaches listed on the tab sheets.
Scratch/ Leveling Courses to be placed at the discretion of appointed inspector(s).
Full width pavement with one pass required.
- X Municipality reserves the right to limit work completed.
- X Provide design, which meets Specifications Form 408 to the municipality 5 days prior to start of work.
For FOB Source bids, hauling distance will determine selection of bid award.
Municipality reserves the right to procure material which best suits their requirements after all bids and items are reviewed.
- 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.
- X Contractor and subcontractors must comply with the Public Works Employment Verification Act of 2012.
- X 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.
- X 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.)
- X At least three random stone samples to be taken by contractor on project site witnessed by municipality and retained by municipality.
Specifications Form 408, Section 350, SUBBASE, 350.2 MATERIAL - Revise to read:(a) Aggregate - Provide materi with a maximum absorption of 3.5% as determined by AASHTO T-85 and as specified in Section 703.2 and 703.5.
Complete all testing in accordance with Specification Form 408 Section 409 except for superpave/ HMA volumetric testing.
- X Notice to Proceed will be the date of Contract acceptance.
- X 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.
- X Contractor to supply aggregate sample bags and oil sample containers.

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
SOMERSET BORO

Municipality

Work Description:

COUNTY		SOMERSET		MUNICIPALITY		SOMERSET BORO		PROJECT #		PHASE 2 - SEAL COAT	
PRIME COAT/ SEAL COAT / SURFACE TREATMENT											
LOCATION OF WORK	FROM	TO	LENGTH	WIDTH	SQ.YD. OR GAL. OF PRIME	MATERIAL TYPE					
HUGUS STREET	SOUTH EDGEWOOD AVENUE	A DISTANCE OF	150	22	367	SINGLE SEALCOAT WITH RS-2PM (E-2M) CRS-2PM (E-3M)					
HUGUS STREET	150' FROM S. EDGEWOOD A	SOUTH ROSINA AVENUE	425	18	850	SINGLE SEALCOAT WITH RS-2PM (E-2M) CRS-2PM (E-3M)					
HUGUS STREET	SOUTH ROSINA AVENUE	A DISTANCE OF	180	28	560	SINGLE SEALCOAT WITH RS-2PM (E-2M) CRS-2PM (E-3M)					
HUGUS STREET	180' FROM S. ROSINA AVE	A DISTANCE OF	325	18	650	SINGLE SEALCOAT WITH RS-2PM (E-2M) CRS-2PM (E-3M)					
HUGUS STREET	505' FROM S. ROSINA AVE	CANNEL DRIVE	60	22	147	SINGLE SEALCOAT WITH RS-2PM (E-2M) CRS-2PM (E-3M)					
GRANDVIEW AVENUE	MUNICIPAL LINE	CANNEL DRIVE	2550	20	5,667	SURFACE TREATMENT WITH RS-2PM (E-2M) CRS-2PM (E-3M)					
CRESTVIEW	CANNEL DRIVE	MUNICIPAL LINE	1940	19	4,096	DOUBLE SEALCOAT WITH RS-2PM (E-2M) CRS-2PM (E-3M)					

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 \$870.00 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 \$100,000.00, are subject to the provisions of the Pennsylvania Prevailing Wage Act 442. It is the responsibility of the municipality to obtain the Prevailing Wage Scale for the area and include it in the proposal. If the Prevailing Wage Act applies, this fact shall be noted in the advertisement.

On projects utilizing Federal Revenue Sharing Funds, if the project cost exceeds \$2,000 and is financed with 25% or more Federal Revenue Sharing Funds, the Davis Bacon Act applies. Again, it is the responsibility of the municipality to obtain the Davis Bacon Wage Rates, include them in the proposal and note the fact in the advertisement. If both acts are applicable, The Davis Bacon Act has preference over the Pennsylvania Prevailing Wage Act.
- 8 An ESCALATOR CLAUSE is optional; if used, it must be included in the proposal prepared by the municipality. An escalator clause may not be inserted by the contractor.

*(1961, Aug. 15, P.L. 987; 43 P.S. 165)

ANTI-COLLUSION AFFIDAVIT



pennsylvania
DEPARTMENT OF TRANSPORTATION

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 _____



KNOW ALL MEN BY THESE PRESENTS, That we,

[Redacted box for Contractor Name and Address]

(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

as PRINCIPAL and _____
a corporation incorporated under the laws of the State of _____ 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
forebearance 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
forebearance 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:

Provision Body

PUBLIC WORK EMPLOYMENT VERIFICATION ACT

General. In accordance with Act 127 of 2012, known as the Public Works Employment Verification Act ("the Act"), effective January 1, 2013, 43 P.S. §§167.1-167.11, use the Federal Government's E-Verify system to ensure that all employees performing work on the project, including subcontractor's employees, are authorized to work in the United States.

Verification Form. Verify the employment eligibility of each new employee hired after January 1, 2013 and submit the Commonwealth Public Works Employment Verification Form ("Form") included in the bid package attachments to the Department.

Contractor. Fax the Form, signed by an authorized representative of the Contractor, possessing sufficient knowledge to make the representations and certifications on the Form, to Contract Awards at xxx-xxx-xxxx within 7 days of the bid opening. Failure or refusal to provide the Form will be considered a refusal to comply with bidding requirements, will result in rejection of the bid, and may subject the Contractor to the enforcement activities, sanctions and civil penalties specified in the Act.

Subcontractor. Obtain a form signed by an authorized representative of the subcontractor performing work on the project, possessing sufficient knowledge to make the representations and certifications on the Form. Submit it to the PennDOT Representative when requesting subcontractor approval. Failure or refusal to provide the Form will be considered a refusal to comply with subcontractor approval requirements, will result in rejection of the subcontractor request, and may subject the subcontractor to the enforcement activities, sanctions and civil penalties specified in the Act.

Include information about the requirements of the Act in all subcontracts.

Department of General Services. The Department of General Services is the Commonwealth agency responsible for enforcement and administration of the Act. Please direct questions about the Act to:

Department of General Services Public Works
Employment Verification Compliance Office
Room 105 Tent Building
18th and Herr Streets
Harrisburg, PA 17125
Fax: 717-214-3669



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

_____ 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 FOR DAILY BITUMINOUS MIXTURES

Plant: _____
 Location: _____
 Plant Code: _____
 Job Mix Formula (Year-Number): _____ Material Class: _____
 ESALS: _____ SRL: _____ PG Grade: _____
 Publication 408, Section: _____
 Consigned to:
 PennDOT Maintenance: _____ County: _____ P.O. No. _____
 Contractor: _____ S.R.: _____ Section: _____
 Group / P.O.C. No.: _____ ECMS No.: _____
 Municipality: _____ County: _____
 Wearing Course: _____ Binder Course: _____ Base Course: _____
 Tons Shipped: _____ Daily AASHTO T209 Density: _____

Test Results	%AC	Pass #8	Pass #200	Air Voids		VMA	
				Specimen #1	Specimen #2	Specimen #1	Specimen #2
Daily No. 1							
Daily No. 2							
Daily No. 3							
Daily Avg.							
Running Avg. of 5							

Please select the Payment Factor percentage below, based on Pub 408 Sec. 409.4(a) Table H:

- 100% Payment Factor:** The material as listed above shipped on this date conforms fully with the specification requirements of the Pennsylvania Department of Transportation. Our records, attesting to this statement, are open for inspection by a Department Representative for not less than THREE years from the date of shipment.
- 85% Payment Factor:** The material as listed above shipped on this date does not conform to the certification tolerances for 100% pay as listed in Pub 408 Sec. 409.2(e) Table A. A reduced pay factor has been applied and QC test results are being forwarded to the Inspector-in-Charge. Our records attesting to this statement are open for inspection by a Department Representative for not less than THREE years from the date of shipment.
- Defective Pavement:** The material as listed above shipped on this date does not conform to the certification tolerances for 100% pay as listed in Pub 408 Sec. 409.2(e) Table A. QC test results are being forwarded to the Inspector-in-Charge which indicate material must be removed and replaced or accepted at 50% CUP with District Executive approval in writing. Our records attesting to this statement are open for inspection by a Department Representative for not less than THREE years from the date of shipment.

Name (print): _____ Title: _____

Signature: _____ Date Shipped: _____