



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 May 17, 2024."

West Vincent Township MUNICIPALITY (NAME & TYPE)

DATE

Kathryn Shillenn SECRETARY

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

729 St. Matthews Road Chester Springs, PA 19425 ADDRESS

Bids will be opened and read at approximately 1:15PM, 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 West Vincent Township 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 Ninety (90) calendar days from Notice to Proceed.
3 Accompanying this proposal is a certified check or bid bond in the amount of 10% of the total bid made payable to the municipality as a proposal guarantee which, it is understood, will be forfeited in case the contractor fails to comply with the 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

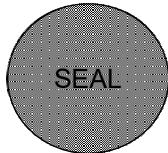
MUNICIPALITY

BY: _____
TITLE:

BY: _____
TITLE:

BY: _____
TITLE:

ATTESTED BY: _____
TITLE:





ATTACHMENT 1

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

County: Chester

Municipality: West Vincent Township

Project Number: 2024-01

LOCATION OF WORK:

Refer to Attachment #1B Items #1 and #2

DESCRIPTION OF WORK:

Item #1 - Contractor will provide labor and material necessary for application of Ultra-Thin Bonded Wearing Course installed on streets in Attachment #1B. Contractor is responsible for street sweeping roadway surface prior to installation of Ultra-Thin Bonded Wearing Course and traffic control in accordance with PennDOT Publication 203 and Publication 213.

Item #2 - Contractor will provide labor and material necessary for application of Polymer-Modified Cationic Emulsified Asphalt paving on Attachment #1C streets. Contractor is responsible for street sweeping roadway surface prior to installation of asphalt seal coat and traffic control in accordance with PennDOT Publication 203 and Publication 213. Excess stone must be swept from the road surface within 30 days of application but not less than 14 days with a pick-up type sweeper. Work must be coordinated with the Township. (A minimum of five (5) working days' notice must be provided to West Vincent Township prior to commencement of work.

THIS PORTION TO BE COMPLETED BY THE MUNICIPALITY

SCHEDULE OF PRICES					
Item No.	Approximate Quantities	Unit	*Description	Unit Price	Total
1.	15,961	SY	Ultra-Thin Bonded Wearing Course – 8 Roads		
2.	22,525	SY	Double application of asphalt sealcoat – 4 Roads		
				TOTAL BID:	

NOTE: In addition to Payment and Performance Bonds in the amount of 100% of the contract price, successful bidder shall provide a one (1) year Maintenance Bond for 100% of the amount of the contract. The Maintenance Bond is to be security and guarantee to insure the integrity and quality of work performed.

Installation must be performed with a hydrostatic machine capable of a 20-foot-wide asphalt seal coat application. Width of asphalt seal coat application shall conform to existing cartway width and must be completed in a single pass.

Streets may be closed between the hours of 9:00AM and 4:00PM Monday through Friday. No work shall be performed on Saturday, Sunday or legal holiday unless approved in writing by the Township. A traffic control employee must be positioned at each end of the closure to assist motorists with access to dwellings within the work area.

Unit Price for asphalt sealcoat includes street sweeping and removal of excess stone from the roadway and storm sewer inlets within thirty (30) days following installation. \$2,500.00 of the contract total bid will be retained until street sweeping is completed.

The Township, as its sole discretion, reserves the right to reduce the amount of work (number of square yards) to be completed under this contract by up to 10%.

Stone must be rolled with steel and rubber tire roller; no storage of materials permitted at the Township highway department.

**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.

- Traffic Control and Safety Devices to be provided by the Contractor.
(PA DEPT. OF TRANS, Publication 203, WORK ZONE TRAFFIC CONTROL, CURRENT EDITION)
Delivery tickets for all materials.
- CS-4171 Certificate of Compliance and/ or TR-465 Daily Asphalt Mixture Certification required for all materials.
- Notify the Municipality five (5) working days prior to start of project.
- Asphalt Seal Coat application must be completed on or before September 15, 2024 or within sixty (60) days of the Notice to Proceed, whichever is sooner. After October 1, 2024 liquidated damages apply at the rate of \$855.00 per calendar day.
- Roadway to be power broomed by Contractor prior to start of project.
- Excess material to be removed by contractor.
- Municipality to inspect project.
- Need Bill of Lading for each shipment of asphalt material per Section 702.1(c) of Specifications 408.
- Municipality reserves the right to limit work completed.
- Completion of NON-COLLUSION AFFIDAVIT required.
- Incidental preparation and clean-up required (Project Construction Materials)
- Provide design, which meets Specifications Form 408 to the Municipality five (5) days prior to start of work.
- Contractor responsible for defects that occur within one (1) year of applications.
- (Oil samples required from each distributor truck by Contractor; one (1) quart AM & PM and witnessed by the Township and retained by the Township (oil samples must be placed in approved type container that is compatible with the oil sample)
- At least three (3) random stone samples to be taken by the Contractor on the project site witnessed by the Township and retained by the Township.
- Noticed to Proceed will be issued by the Township upon receipt of required bonds, insurance certificate, and contract documents.
- Final Completion Certificate & Notice of Completion required.
- Future award of Contract will be based on quality of work as determined by the municipality.
Contractor shall 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

West Vincent Township
 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 Attachment No. _____."
- 4 Payment and Performance bonds are provided only by the successful bidder. Contracts under \$5,000 – bonds must be 50% of the contract amount. Contracts in excess of \$5,000 – bonds must be 100% of the amount of contract. Bond Forms MS-44, Attachments 2 and 3, and Workmen's Compensation Affidavit, Attachment 4 must be submitted by the successful bidder within twenty (20) days of the contract award. Failure to submit the bonds shall constitute grounds to cancel the contract.
- 5 An ESCALATOR CLAUSE is optional; if used, it must be included in the proposal prepared by the township. An escalator clause may not be inserted by the contractor.

INSURANCE REQUIREMENTS

The contractor shall maintain, during the entire construction period, sufficient multi-peril liability insurance, workmen's compensation insurance, and builder's risk insurance to hold West Vincent Township and its agents harmless from any liability or breach of contract, or other agreement, arising from the undertaking of the construction project.

- A. West Vincent Township must review all policies. All policies shall include a ten (10) day notice to West Vincent Township prior to cancellation or material damage.
- B. Minimum Required Coverages:
 1. Workmen's Compensation
 2. Manufacturer's and Contractor's Public Liability with a limit of \$1,000,000.00.
 3. Property Damage with at least a \$50,000.00 limit.
 4. All Risk: The contractor will be responsible for any damage to the facility under construction until it is turned over in its entirety to West Vincent Township.
- C. West Vincent Township and its agents must be named as **Additionally Insured**.
- D. Copies of Insurance Certificates and Endorsements to the contractor's insurance policy(s) naming West Vincent Township and its agents as additional insureds must be filed with West Vincent Township.

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:

PAYMENT BOND



KNOW ALL MEN BY THESE PRESENTS, that we

[Empty rectangular box for name]

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: _____ #REF!
CONTRACTOR

TITLE:

BY: _____
TITLE:



WITNESS: _____
SURETY COMPANY

TITLE:

TITLE:

**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: Chester

Municipality: West Vincent Township

Project Number _____

Fed. Project No. _____
(If Applicable)

State of Pennsylvania

County of Chester

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:

Attachment No. 1B (To Proposal and Contract)

Attachment No. 1B(a) Map – Roads to Apply Ultra-Thin Bonded Wearing Course Application

Item #1 (Map Attached) - Application of Ultra-Thin Bonded Wearing Course installed on:

- Shannon Drive
- Daniel Drive
- Heidi Lane
- Kyle Lane
- Gregory Lane
- Lauren Lane
- Springlea Lane
- Rachel Road

TOTAL: 15,691 SY

Attachment No. 1C (To Proposal and Contract)

Attachment No 1C(a) Map – Roads to Apply of Double Seal Coat

Item # 2 - Application of Double Seal Coat installed on:

- Dewees Lane
- School House Lane
- South Beaver Hill Road
- Jaine Lane

TOTAL: 22,525 SY