


**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  
6/17/2020 EVP."

DATE

Dover Township, 2nd Class  
MUNICIPALITY (NAME & TYPE)

Tiffany Strine  
SECRETARY

Sealed Proposals will be received on or before  
9:00 A.M. on the above Letting Date.

TIME

2480 West Canal RoadDover, PA 17315

ADDRESS

Bids will be opened and read at approximately  
9:00 A.M., 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 Dover Township, 2nd Class 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.

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**CONTRACTOR**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

WITNESSED OR ATTESTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

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

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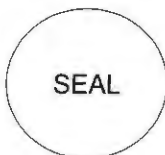
ACCEPTED ON : \_\_\_\_\_  
 DATE

Dover Township, 2nd Class  
**MUNICIPALITY**

BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_



ATTESTED BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

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## ATTACHMENT 1

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

County: York

Municipality: Dover Township, 2nd Class

Project Number:

LOCATION OF WORK:

Traffic signal (Permit 004969) at the intersection of Davidsburg Road (SR4008) & South Salem Church Road (SR 4003), Dover, PA.

**DESCRIPTION OF WORK:**

Furnish, install and test for Township & PennDOT inspection the following PennDOT approved items - emergency vehicle preemption equipment and backplates with retroreflective borders, as shown on (3 attached pages) PennDOT Traffic Signal Permit, Revised Date 12/20/2019. All equipment & signs shall be new and not used.

**ESCALATOR CLAUSE:**( if adopted by Municipality.)

A Resolution was not adopted by the municipality as required by PennDOT Chapter 449.6. and an escalator clause may not be inserted by the contractor.

## SCHEDULE OF PRICES

[illegible]

**\* 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	
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		

THIS PORTION TO BE COMPLETED  
BY THE MUNICIPALITY

**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.)  
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 5 working days prior to start of project.
- X Work to be completed on or before 10/15/2020 . After 10/15/2020 Liquidated damages apply at the rate of \$ 885.00 per calendar day.  
Roadway to be power broomed by (contractor                      municipality                      )prior to start of project.  
Excess material to be removed by (contractor                      municipality                      .)
- X Municipality to inspect project.  
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.  
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.
- X Contractor responsible for defects that occur within one year of applications.  
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.  
Complete all testing in accordance with Specification Form 408 Section 409 except for superpave volumetric testing.  
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 Notice to Proceed will be after July 15, 2020.
- X Work shall be completed between 6 A.M. and 6 P.M. - Monday through Friday.
- X Work Zone Liquidated Damages as per Pub. 408, Section 108.07(c).

**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

Dover Township, 2nd Class

Municipality

# TRAFFIC SIGNAL PERMIT

 Permit No. 004969  
 Sheet 1 of 3

In accordance with the Vehicle Code, the Secretary of Transportation hereby approves the installation and operation of a traffic signal at the intersection of Daidsburg Road (SR 4008) & South Salem Church Road (SR 4003) in the Township of Dover, County of York.

This permit is issued to, and accepted by the Township of Dover hereinafter known as the Permittee, as follows:

This installation shall be in accordance with the Vehicle Code and the Regulations for traffic signs, signals, and markings of the Department of Transportation, and shall conform to the following requirements and those contained on the attached sheets.

## Type of Controller

Volume Density

## Type of Signal Mounting

Overhead

## Hours of Operation as "Stop" and "Go"

Continuously

## Hours of Operation as "FLASHING"

Equipped for Emergency Flashing

## Controller Operation

Controller to provide the phasing, timing, and signal display indicated on the attached diagram. Post mounted W3-3 signs with two alternately flashing 8" yellow lenses shall be installed as indicated on the diagram. Flashing shall be at a rate of not less than 50 nor more than 60 times per minute. Preemption for emergency vehicles to provide the operation indicated on the attached diagram.

All work performed by the Permittee in the erection of the traffic signal shall be under and subject to the direction of the Secretary of Transportation or his authorized representatives. The said Permittee shall use due diligence in the execution of the work authorized under this permit and shall not obstruct or endanger travel along the said road. All operations must be conducted so as to permit safe and reasonable free travel at all times over the road within the limits of the work herein permitted.

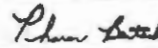
The Permittee covenants and agrees to fully indemnify and save harmless the Department of Transportation and assume all liability for damages or injury, occurring to any person, persons or property through or in consequence of any act or omission of anyone working on the construction, or from faulty maintenance or operation of such traffic signal.

The Secretary of Transportation, by law, reserves the right to revoke and annul this permit if the Permittee shall at any time willfully or negligently fail to comply with the conditions contained in this permit, or, upon changes in traffic conditions, fail to make any changes in the construction or operation of this signal, or to remove it, when so ordered by the Secretary of Transportation; or if this installation is not in operation within twenty-four (24) months of the receipt of this permit. The Permittee shall maintain the signal in a safe condition at all times. The Permittee shall not make any change in the construction or operation of this traffic signal without prior written approval of the Secretary of Transportation.

This permit cancels and supersedes all previous permits issued for this location upon completion of the installation specified herein.

INITIAL DATE March 21, 1991APPROVED Yassmin Gramian, P.E. (Acting)REVISION DATE December 20, 2019

BY



Digitally signed by Pharon Bertsch  
 DN: cn=Pharon Bertsch, ou=PennDOT District 8-0, ou=Traffic Unit,  
 email=bertsch@dot.state.pa.us, c=US  
 Date: 2019.12.20 11:21:01 -0500

(District Executive)

### GENERAL NOTES

INSTALLATION, OPERATION AND MAINTENANCE OF THIS TRAFFIC SIGNAL SHALL BE IN ACCORDANCE WITH PENNSYLVANIA DEPARTMENT OF TRANSPORTATION REGULATIONS ON OFFICIAL TRAFFIC CONTROL DEVICES. NO MODIFICATION OF THIS INSTALLATION IS PERMITTED UNLESS PRIOR APPROVAL IS GRANTED, IN WRITING, BY THE DEPARTMENT.

ALL MAINTENANCE NECESSARY FOR PROPER VISIBILITY OF THE SIGNALS, INCLUDING TRIMMING TREES, IS THE RESPONSIBILITY OF THE PERMITTEE.

ALL SIGNS AND PAVEMENT MARKINGS INDICATED ON THIS DRAWING ARE CONSIDERED PART OF THE PERMIT AND SHALL BE INSTALLED AND MAINTAINED BY THE PERMITTEE, UNLESS OTHERWISE INDICATED. EXCEPT THE LONGITUDINAL PAVEMENT MARKINGS ON STATE HIGHWAYS, WHICH WILL BE MAINTAINED BY THE DEPARTMENT.

POST MOUNTED SIGNALS SHALL BE INSTALLED WITH THE SIGNAL HEADS A MINIMUM OF 2 FEET BEHIND THE FACE OF THE CURB OR EDGE OF THE SHOULDER. SUPPORT POLES FOR OVERHEAD SIGNALS SHALL ALSO HAVE A MINIMUM HORIZONTAL CLEARANCE OF 2 FEET.

THE BOTTOM OF SIGNAL HEADS AND SIGNS ERECTED OVER THE ROADWAY SHALL NOT BE LESS THAN 15 FEET OR MORE THAN 19 FEET ABOVE THE ROADWAY. THE BOTTOM OF POST MOUNTED SIGNAL HEADS SHALL NOT BE LESS THAN 8 FEET NOR MORE THAN 15 FEET ABOVE THE SIDEWALK OR PAVEMENT GRADE.

THE MINIMUM HORIZONTAL DISTANCE BETWEEN SIGNAL HEADS, MEASURED AT RIGHT ANGLES TO THE APPROACH, SHALL BE 8 FEET.

PERMITTEE SHALL OBTAIN A HIGHWAY OCCUPANCY PERMIT FOR EMBANKMENT REMOVAL, CURBING AND/OR SIDEWALK, DRAINAGE STRUCTURES, CHANGES IN HIGHWAY GEOMETRY, PAVEMENT WIDENING, OR INSTALLATION OF ADDITIONAL LANES.

CONDUIT INSTALLED IN BITUMINOUS ROADWAY LESS THAN 5 YEARS OLD, OR CONCRETE ROADWAY REGARDLESS OF AGE, MUST BE BORED OR JACKED UNDER THE ROADWAY. INSTALL IN ACCORDANCE WITH TRAFFIC SIGNAL STANDARDS, TC-8000 SERIES.

THIS DRAWING CANNOT BE USED AS A CONSTRUCTION DRAWING UNLESS THE PERMITTEE COMPLETES WITH THE PROVISIONS OF ACT 50 (2018). PREVENTION OF DAMAGE TO UNDERGROUND UTILITIES. PRIOR TO CONSTRUCTION, CONSULT WITH UTILITY COMPANIES TO RESOLVE ANY PROBLEMS WHICH MAY BE CREATED DUE TO THE LOCATION OF UTILITIES.

PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH THE DEPARTMENT OF TRANSPORTATION PAVEMENT MARKING AND SIGNING STANDARDS, PUB 111, TC-8600 AND TC-8700 SERIES.

PERMITTEE IS RESPONSIBLE FOR OBTAINING APPROVAL FOR INSTALLATION OF TRAFFIC SIGNAL DEVICES LOCATED OUTSIDE HIGHWAY RIGHT-OF-WAY.

TRAFFIC SIGNALS INSTALLED USING LIQUID FUELS TAX FUNDS MUST CONFORM TO DEPARTMENT SPECIFICATIONS AS SET FORTH IN CURRENT PUBLICATION 408, SUPPLEMENTS AND STANDARD DRAWINGS.

COUNTY : YORK  
MUNICIPALITY : DOVER TOWNSHIP  
INTERSECTION : DAVIDSBURG RD (SR 4008) AND SOUTH SALEM CHURCH ROAD (SR 4003)

APPROVED: Lauree A. Oswalt Digitally signed by Lauree A. Oswalt Date: 2019.12.04 15:21:43 -05'00'

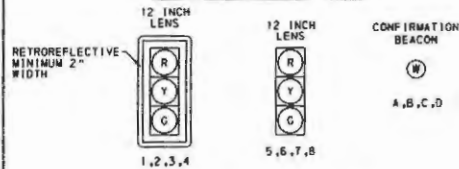
MUNICIPAL OFFICIAL DATE

RECOMMENDED: *John Smith* District Traffic Engineer DATE

DISTRICT TRAFFIC ENGINEER DATE

SCALE 0 25 50 75 100 FEET

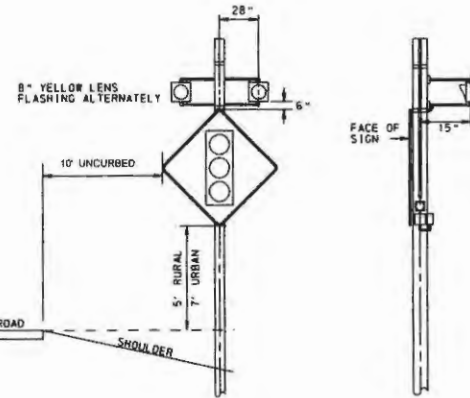
### SIGNAL INDICATIONS



SIGNALS WITH CUTWAY VISORS: 1,2,3,4,5,6,7,8

SIGNALS WITH BACKPLATES AND RETROREFLECTIVE BORDERS: 1,2,3,4

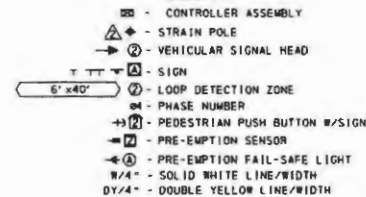
### SIGN "C" DETAIL



### SIGN TABULATION

PLAN SYMBOL	SERIES	SIZE W x H	DESCRIPTION
A	R10-3	9"x12"	PUSH BUTTON FOR GREEN LIGHT
B	R10-3	9"x12"	PUSH BUTTON FOR GREEN LIGHT
C	W3-3	48"x48"	SIGNAL AHEAD SIGN (WITH FLASHERS)
D	R9-3	18"x18"	NO PEDESTRIAN CROSSING

### LEGEND





# MOVEMENT, SEQUENCE AND TIMING DIAGRAM

	PHASE 2+6			PHASE 4+8			PREEMPT 2			PREEMPT 6			PREEMPT 4			PREEMPT 8			EMERGENCY			
	INTERVALS			INTERVALS			INTERVALS			INTERVALS			INTERVALS			INTERVALS						
SIGNALS	1	2	3	1	2	3	SELECTIVE CLEARANCE	1	2	3	SELECTIVE CLEARANCE	1	2	3	SELECTIVE CLEARANCE	1	2	3		SELECTIVE CLEARANCE		
1,2	G	Y	R	R	R	R		R	R	R		G	Y	R		R	R	R	R		R	Y
3,4	G	Y	R	R	R	R		G	Y	R		R	R	R		R	R	R	R		R	Y
5,6	R	R	R	G	Y	R		R	R	R		R	R	R		R	R	R	G		Y	R
7,8	R	R	R	G	Y	R		R	R	R		R	R	R		R	R	R	R		R	R
FAIL-SAFE LAMP A	OFF	OFF	OFF	OFF	OFF	OFF		ON	OFF	OFF		OFF	OFF	OFF		OFF	OFF	OFF	OFF		OFF	OFF
FAIL-SAFE LAMP B	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	ON	OFF	OFF	OFF	OFF	OFF	OFF	OFF				
FAIL-SAFE LAMP C	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	ON	OFF	OFF	OFF				
FAIL-SAFE LAMP D	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF				

FIXED	4.5	2.0	4.5	2.0	4.5	2.0	4.5	2.0	4.5	2.0	4.5	2.0	4.5	2.0
MINIMUM	14		4											
ADDED INITIAL	3													
MAX INITIAL	25													
PASSAGE	5		3											
TBR	25													
TTR	15													
MIN GAP	4													
MAX I	45		25											
MAX II	53		25											
PEDESTRIAN*	13		15											
MEMORY	MIN RECALL			NON-LOCK										

PREEMPTION OPERATIONAL NOTES

▲ GREEN TIME IS VARIABLE FOR DURATION OF PREEMPTION. EXTEND THE PREEMPTION CALL 3 SECONDS AFTER THE RECEIVER CALL DROPS OUT.

SELECTIVE CLEARANCE INTERVAL INCLUDES THE NORMAL YELLOW AND ALL-RED PHASE INTERVALS.

## PREEMPTION OPERATIONAL NOTES

▲ GREEN TIME IS VARIABLE FOR DURATION OF PREEMPTION. EXTEND THE PREEMPTION CALL 3 SECONDS AFTER THE RECEIVER CALL DROPS OUT.

SELECTIVE CLEARANCE INTERVAL INCLUDES THE NORMAL YELLOW AND ALL-RED PHASE INTERVALS.

## EMERGENCY VEHICLE PREEMPTION NOTES

CONTROLLER TO BE EQUIPPED WITH EMERGENCY PREEMPTION FOR THE NORTHBOUND AND SOUTHBOUND APPROACHES OF SOUTH SALEM CHURCH ROAD (SR 4003) AND THE EASTBOUND AND WESTBOUND APPROACHES OF DAVIDSBURG ROAD (SR 4008), WITH A FAIL SAFE DEVICE FOR EACH DIRECTION OF OPERATION.

THIS FAIL SAFE DEVICE SHALL CONSIST OF A FLASHING WHITE FLOOD LIGHT, AND SHALL BEGIN FLASHING WHEN THE PREEMPTION PHASE DISPLAYS PREEMPTION GREEN FOR THE EMERGENCY VEHICLE APPROACH.

THE SIGNALS, WHEN ACTIVATED BY AN EMERGENCY VEHICLE, SHALL TERMINATE ALL GREEN INDICATIONS, FOLLOWED BY SELECTIVE CLEARANCES DEPENDENT UPON THE PHASE IN WHICH THE PREEMPTION OCCURS. THE GREEN INDICATIONS FOR THE PREEMPTED PHASE SHALL REMAIN GREEN FOR THE DURATION OF SIGNAL PREEMPTION WITH RED INDICATIONS DISPLAYED FOR ALL OTHER PHASES.

THE SIGNALS, WHEN ACTIVATED BY AN EMERGENCY VEHICLE SHALL TIME OUT ALL YELLOW AND RED INDICATIONS EXCEPT IF THE PHASE BEING PREEMPTED IS ALREADY GREEN, IT WILL REMAIN GREEN FOR THE DURATION OF PREEMPTION.

IN EMERGENCY PREEMPTION, NO PRIORITY SHALL BE ESTABLISHED. PREEMPTION SHALL BE A "FIRST COME, FIRST SERVE" OPERATION.

IF THE SIGNALS ARE FLASHING WHEN ACTIVATED BY AN EMERGENCY VEHICLE, ALL SIGNALS SHALL REMAIN FLASHING.

IF ADDITIONAL PREEMPTION PHASES ARE ACTIVATED WHILE IN PREEMPTION, THE ORIGINAL PREEMPTION PHASE SHALL TIME OUT BEFORE PROCEEDING TO THE NEXT PREEMPTION PHASE.

THE FIELD LOCATIONS OF PREEMPTION DETECTORS MAY DIFFER FROM THE LOCATIONS DEPICTED ON THIS DRAWING, AS THE DETECTORS MAY NEED TO BE RELOCATED AND/OR ADJUSTED TO PROVIDE MAXIMUM OPERATION, AS DEEMED APPROPRIATE BY DEPARTMENT PERSONNEL.

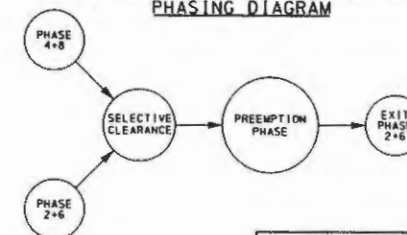
IF THE SIGNAL HAS BEEN ACTUATED BY A PEDESTRIAN PUSH BUTTON AND THE SIGNAL IS PREEMPTED DURING THE "WALK" (MAN) PHASE, THE "WALK" PHASE SHALL TERMINATE IMMEDIATELY, FOLLOWED BY THE FLASHING "HAND" INDICATION IN ITS ENTIRETY, FOLLOWED BY THE APPROPRIATE SELECTIVE YELLOW AND RED CLEARANCE INTERVALS BEFORE PROCEEDING TO THE PREEMPTION PHASE. IF THE SIGNAL IS PREEMPTED DURING THE FLASHING "HAND" INDICATION, THE INTERVAL SHALL TIME OUT IN ITS ENTIRETY FOLLOWED BY THE APPROPRIATE SELECTIVE YELLOW AND RED CLEARANCE INTERVALS BEFORE PROCEEDING TO THE PREEMPTION PHASE.

UPON COMPLETION OF PREEMPTION PHASE, PHASE 2+6 INTERVAL 1 SHALL FOLLOW IN RETURNING TO NORMAL OPERATIONS.

## DETECTOR NOTES

DETECTORS 1 AND 2 CALL AND EXTEND PHASE 2+6, PULSE  
DETECTORS 3 AND 4 CALL AND EXTEND PHASE 4+8, PRESENCE

## EMERGENCY VEHICLE PREEMPTION PHASING DIAGRAM



COUNTY :	YORK
MUNICIPALITY :	DOVER TOWNSHIP
INTERSECTION :	DAVIDSBURG RD (SR 4008) AND SOUTH SALEM CHURCH ROAD (SR 4003)
Digitally signed by Laurel A. Oswalt Date: 2019.12.04 15:22:56 -05'00'	
MUNICIPAL OFFICIAL	DATE
RECOMMENDED :	DATE
DISTRICT TRAFFIC ENGINEER	DATE
SCALE 0 25 50 75 100 FEET	

**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 \$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)



**pennsylvania**  
DEPARTMENT OF TRANSPORTATION

**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)

PLACE  
SEAL  
HERE

Attest / Witness:

CONTRACTOR

BY

TITLE:

TITLE:

PLACE  
SEAL  
HERE

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:

**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 York

Municipality Dover Township, 2nd Class

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 \_\_\_\_\_



**pennsylvania**  
DEPARTMENT OF TRANSPORTATION

Dover Township, 2nd Class **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.

CS-4171 (11-09)



# 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) -

☐ #1 Manufacturer, Fabricator, Coater, Precaster  
Listed in Bulletin # 15, or Producer Listed in  
Bulletin # 14, 41 or 42

*I certify that the above statements are true and to the best of my knowledge, fairly and accurately describe the product(s) listed.*

☐ #2 Distributor, Supplier or \*Private Label Company  
Not Listed in Bulletin # 15.  
Also, complete line 9

*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.*

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: \_\_\_\_\_  
 (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.