

PROPOSAL AND CONTRACT (WHEN EXECUTED)

INSTRUCTIONS ON PAGE 4

THIS PROPOSAL INCLUDES INSTRUCTIONS TO BIDDERS

A. DEPOSI	T OF PROPOSALS.	
	velopes containing Bid proposals shall early marked "Bid Proposal for letting of	Dover Township MUNICIPALITY (NAME & TYPE)
	September 17, 2025 ."	Decales Conserve
•	DATE	Brooke Scearce SECRETARY
Soalo	d Proposals will be received on or before	
10:00am	on the above Letting Date.	2480 West Canal Rd
TIME	_ on the above Letting Date.	Dover Pa 17315
		ADDRESS
Bids	will be opened and read at approximately	
10:00am	, on the above Letting Date.	PROPOSALS MUST BE MAILED OR OTHERWISE
TIME	_	DELIVERED TO THE ABOVE ADDRESS.
1	forth in the Schedule of Prices (Attachment and specifications on file at and special requirements contained herein Specifications (Publication 408), except (a)	TR-465 DAILY BITUMINOUS MIXTURE all work on the following project as more specifically set by, in accordance with drawings over Township as well as the supplements and/ or attached hereto and current PennDOT bidders need not be prequalified by PennDOT bituminous paving materials is not required (Sec. 413).
2	If designated as the successful bidder, the notice to proceed, or as otherwise provided complete all work within see attachme	·
3	Accompanying this proposal is a certified of made payable to the municipality as a proposal forfeited in case the contractor fails to company the contractor fails to	posal guarantee which, it is understood, will be
B. PROPOSA	AL OF:	
	NAME / ADDRES	SS OF CONTRACTOR
	CONTRACTORS	CERTIFICATION
It is he	reby 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	h any other person, firm or corporation.
4	·	ve and the site of the work have been examined by the t the quantities indicated herein are approximate and

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

are subject to change as may be required; and that all work is payable on the basis of the unit

- 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	
ву	TITLE:	DATE:
WITNESSED OR ATTESTED BY:	TITLE:	DATE:
TO BE EXECUTED	ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACC	CEPTED
ACCEPTED ON :	DATE	
	Dover Township MUNICIPALITY	
ву	TITLE:	
BY	TITLE:	
SEAL	TITLE:	
ATTESTED BY:	TITLE:	

pennsylvania

ATTACHMENT 1

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

			- · · /
County:	York	Municipality:	Dover Township
_		Project Number:	

LOCATION OF WORK:

The project site is inside an existing drainage easement between 1724 and 1718 East Canal Rd Dover Pa 17315.

DESCRIPTION OF WORK:

Quanitities and descriptions be are intended to be a complete project. Remove and install Township supplied inlet and top, connect to the existing 34"x48" CMP arch pipe with marmac coupler, remove existing 42" CMP and install 42" SLCPP, remove and install Township supplied type DW endwall, install stilling basin with concrete berm. Preform stream bacnd restoration (3 locations). All work shall be performed in accordance with PennDot HOP # 08116893. All work shall comply with PennDot Pub 408/2020 and Dover Township's Construction Specifications dated Novemeber 2015, these can be found on the website at dovertownship.org. Prevaling Wage Serial Number is 25-06567.

ESCALATOR CLAUSE: (if adopted by Municipality.)

Resolution 2025-08 was adopted on January 27,2025 by the Dover Township Board of Supervisors, as required by PennDot Chapter 449.6. The June 2025 Price Index for PennDot District 8 is \$641.00.

				SCHEDULE OF PRICES		
	Item	Approximate	Unit	*Description	Unit	Total
1	No.	2 Quantities	3	4	5 Price	6
	1A	1	L.S.	Mobilization		
	1B	1	L.S.	Soil erosion & sediment controlls		
	1C	1	L.S.	Remove and install Township supplied type M		
				nlet and top. Seal/concrete all pipe penetrations		
	1D	1	L.S.	Connect to existing incoming 34"x48" CMP arch		
				pipe with the proper Marmac Coupler		
	1E	160	FT	Remove existing 42" CMP and install Township		
		. 0 0		Supplied 42" SLCPP per plans		
	4.5			D		
	1F	1	L.S.	Remove and install Township supplied type DW		
				endwall. Seal/concrete pipe penetration.		
	1G	1	L.S.	Install stilling basin and concrete berm per plans		
DEG	CDIDTION			' '	CLIDTOTAL	

* 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.

pennsylvania

ATTACHMENT 1

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

TION I O IVIO - 3		- AND CONTINACT MIS - 344	<i>)</i>	
County:	York	Municipality:	Dover Township	
		Project Number:		

LOCATION OF WORK:

The project is inside the right-of-way between 1724 and 1718 East Canal Rd Dover Pa 17315.

DESCRIPTION OF WORK:

Remove and install Township supplied inlet and top, connect to the existing 34"x48" arch pipe with a marmac coupler, remove existing 42" CMP, and install 160' of 42" SLCPP, remove and install Township supplied type DW endwall, install three (3) still basins, install concrete berm, and install rock filter berm. Prevailing Wage Serial Number is 25-06567.

ESCALATOR CLAUSE: (if adopted by Municipality.)

Resolution 2025-08 was adopted on January 27,2025 by the Dover Township Board of Supervisors, as required by PennDot Chapter 449.6. The June 2025 Price Index for PennDot District 8 is \$641.00.

	•		SCHEDULE OF PRICES	- T	ı Tı
Item	Approximate	Unit	*Description	Unit	Total
1 No.	2 Quantities	3	4	5 Price	6
1H	1	L.S.	Install R-5 RipRap per plans (location #1)		
			Including all necessary excavation		
11	1	L.S.	Install R-5 RipRap per plans (location #2)		
			Including all necessary excavation		
1J	1	L.S.	Install R-5 RipRap per plans (location #3)		
			Including all necessary excavation		
1K	1	EA	Removal of tree and stump		
1L	1	L.S.	Traffic control per PennDot Pub 213		
1M	1	L.S.	Topsoil, fertilize, seed, and mulch		
451			Daniel Washing		
1N	1	L.S.	Demobilization		

* 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.

E.Canal Pipe Culvert 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.

X X	Pennsylvania Prevailing Wage Determinations Serial Number is 25-06567 (7 pages attached) Notice to Proceed will be issued once the 100% performance bond or certified check is received by Dover Township.	
X X	Pennsylvania Prevailing Wage Determinations Serial Number is 25-06567 (7 pages attached)	
X X	Pennsylvania Prevailing Wage Determinations Serial Number is 25-06567 (7 pages attached)	
Χ		
	Work shall be completed Monday throuh Friday, 7am till 7pm.	
Х	Noice of award will be issued on September 23, 2025	
	Contractor, notify all residents of pending work to be performed.	
	Future award of Contract will be based on quality of work as determined by the municipality.	
	Final Completion Certificate & Notice of Completion required.	
	Notice to Proceed will be the date of Contract acceptance.	
	volumetric testing.	
	Complete all testing in accordance with Specification Form 408 Section 409 except for superpave	
	municipality and retained by municipality.	
	At least three random stone samples to be taken by contractor on project site witnessed by	
	approved type container that is compatible with oil sample.)	
	witnessed by municipality and retained by municipality. (Oil samples must be placed in an	
	Oil Samples required from each distributor truck by contractor (1) one quart : A.M. & P.M. and	
	Contractor required to review proposed project with Municipality's Representative prior to bidding.	
Χ	Contractor responsible for defects that occur within one year of applications.	
	Provide design, which meets Specifications Form 408 to the municipality 5 days prior to start of work.	
	items on which quotations are received.	
	The municipality reserves the right to make an award on the basis of the aggregate total for all like	
Х	Incidental Preparation and clean up required. (Project Construction Materials)	
	items are reviewed.	
Х	Municipality reserves the right to procure material which best suits their requirements after all bids and	
	For FOB Source bids, hauling distance will determine selection of bid award.	
	Taper pavement the last 3 feet to curb.	
х	Municipality reserves the right to limit work completed.	
	Full width pavement with one pass required.	
-	Scratch/ Leveling Courses to be placed at the discretion of appointed inspector(s).	
	Saw cut or Milled Paving Notch required and incidental to paving item unless noted otherwise.	
	Bituminous Seal on all abutting pavement and curbs required.	
	Prime Coat required per Section 461 of Specifications 408.	
	paving item unless noted otherwise.	
х	Tack Coat required per Section 460, or 409 for superpave, of Specifications 408 and is incidental to	
^	Need Bill of Lading for each shipment of bituminous material per Section 702.1(c) of Specifications 408.	
	Excess material to be removed by (contractor X municipality .) Municipality to inspect project.	
v		
	the rate of \$870.00per calendar day. Roadway to be power broomed by (contractor municipality)prior to start of project.	
Х	Work to be completed on or before 12/31/2025. After 12/31/2025 Liquidated damages apply at	
	Notify the Municipality 5 working days prior to start of project.	
	CS-4171 Certificate of Compliance and/ or TR-465 Daily Bituminous Mixture Certification required for all materials.	
	Delivery tickets for all materials.	
Х	(Maintenance and Protection of Traffic to comply with current MUTCD, Publication 212 and Publication 213.)	

PROPOSAL AND CONTRACT INSTRUCTIONS- FORM 944 (Rev. 1/2014)

- 1 The proposal must be typewritten or printed.
- 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."
- 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.
- 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.")
- 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.
- *Construction projects, where the estimated cost of the total project exceeds \$100,000, are subject to the provisions of the Pennsylvania Prevailing Wage Act 442 and amended by Act 89 of 2013. It is the responsibility of the municipality to request 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)



TITLE:

KNOW ALL MEN BY THESE PRESENTS, That we,		
-, -, -, -, -, -, -, -, -, -, -, -, -, -		
as Principal and	(NAME AND ADDRESS OF CONTI	RACTOR)
as Principal and(SURF	ETY COMPANY)	
a corporation incorporated under the laws of the State of		as Surety
a corporation incorporated under the laws of the otate of	(NAME OF STATE)	as ourety
are held and firmly bound unto	in the full and just sum o	of
(NAME OF MUNICIPA	ALITY)	
	(\$) dollars
lawful money to the United States of America, to be paid to the above Municipmade, we bind ourselves, our heirs, executors, administrators, successors an		
WHEREAS, the above bounden Principal has entered into a contract the undertaking of certain obligations as therein set forth.	t with the above Municipality, bearing even dat	e herewith, for
NOW, THEREFORE, the condition of this obligation is such that if the respects comply with and faithfully perform the terms and conditions of said C to and made a part thereof, and such alterations as may be made in said S a manner satisfactory to the municipality fulfill all obligations as therein set shall be and remain in full force, virtue and effect.	Contract, including the Specifications and condi pecifications as therein provided, and shall wel	tions referred I and truly, and in
It is further provided that any alteration which may be made in the te approval of the Municipality or the Principal to the other, shall not in any way retheir heirs, executors, administrators, successors or assigns from their liability forebearance being hereby waived. IN WITNESS WHEREOF, the said Principal and Surety have duly expressions.	release the Principal and the Surety or either or release the Principal and the Surety or either or release the Principal and the Surety of any such al	r any of them, teration or
authorizing the same to be done on		
(DATE OF BONE	D)	
PLACE SEAL HERE Attest / Witness:	CONTRACTOR	
TIERE		
BY		
	TITLE:	
TITLE:		
Attest / Witness:		
PLACE SEAL HERE	SURETY COMPANY	
	TITLE:	
	IIILE:	



KNOW ALL M	EN BY THESE PRESENT	ΓS, that we		
as PRINCIPAL and				
	ated under the laws of the into the	State of	as SUR , in the full and just hand just hand just hand just hand just hand just hand hand hand hand hand hand hand hand	
payment well and truly	rica, to be paid to the said to the made, we bind oursels, jointly and severally, fi	selves, our l	or its as neirs, executors, administrato	signs, to which
municipality hereinafte		even date h	ed into a contract with the ab erewith, for the improvement sisting of:	
for approximately the	sum of:		(\$) dollars.
PRINCIPAL shall and due by contract or othe material furnished or lasaid for material or labeled and such work, then this older that any individual firm furnished material in the been paid in full therefund may prosecute the have execution thereo any costs of expenses RECOVERY be subject to the providual proved December 2 hereof, as fully and control the work to be done the giving by the Oblig forebearance on the prelease the PRINCIPA forebearance being here.	will promptly pay or cause erwise, to any individual, fabor supplied or performe for entered into and becar services rendered by publication to be void, otherwall, and SURETY, hereby, and partnership, association the prosecution of the workfor, may sue in assumpsition. Provided, however, that is of such suit. If y any individual, firm, partnership, as though its provided that any alterations or materials to be furnishing of any extension of time art of either the Obligee of any the SURETY or SUBORDER WAILEROF, the said PRINT AND TRANTER OF THE SURE OF	e to be paid irm, partner of in the prome compone cutilities in, wise to remajointly and so or corporate as provide on this Payum or sums at the Oblige and the Oblige and or labor which may are for the per the Princip IRETIES of	is such that if the above bou in full all sums of money which ship, association or corporati secution of the work, whethe ent parts of the work and for or in connection with the pro	ch may be ion, for all r or not the rental of the rental of the resecution of gee herein for or or in has not own name em or it, and ayment of under shall o. 385, e a part recited. Contract or under it or any other ny way in of
PLACE SEAL HERE	WITNESS:	co	NTRACTOR	
		BY:		
TITLE:		TIT	LE:	
PLACE SEAL HERE	WITNESS:	sul	RETY COMPANY	
TITLE:		TIT	LE:	



AFFIDAVIT RE

ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

State of))) ss:		
County of)		
	be	eing duly sv	worn according to law deposes	he has and says that they have it has
accepted th	ne provisions of the Workmen's Compensation	on Act of 19	915 of the Commonwealth of P	ennsylvania, with
its supplem	has hi nents and amendments, and have insured the its	eir liability t	hereunder in accordance with	the terms of said
Act with	(SURETY	COMPAN	ν)	<u>_</u> .
	(SUKLI I	COMI AN	1)	
			(TYPE OR PRINT)	CONTRACTOR
		BY	SIGNA	TURF
			5.5	<u>-</u>
	Sworn to and subscribed before me this	day of	A.D. 20	·
			SIGNA	TURE
			My Commission Expires	(DATE)

ANTI-COLLUSION AFFIDAVIT

			County	York
	pennsylva DEPARTMENT OF TRAI		Municipality	Dover Township
	DEFARTMENT OF THAT	VOI ORIANION	Project Number	
State of County of			Fed. Project No. (If	Applicable)
	The undersigned de	ponent deposes and	d says that he is the	
of the			_Company; that he is a	authorized to make this
affidavit on bel	half of said company	in compliance with	section 102.06 (e) of D	epartment Specifications,
Publication 40	8, as amended and t	nat the said compar	ny has not, either direct	y or indirectly, entered
into any agree	ment, participated in	any collusion, or otl	nerwise taken any actio	n in restraint of free
competitive bio	dding in connection w	rith such contract.		
E.Canal	Pipe Culvert			
			(Contractor)	
	ВҮ			
	Sworn to and subs	cribed before me t	he undersigned notar	y public this
	day of	,,	_•	
			Notary Public	
		My Commission ex	pires	

CS-4171 (11-09)



CERTIFICATE OF COMPLIANCE

◆COUNTY:	To be completed by the	\$LR/\$R:	♦SI	EC/SEG:	◆ECMS#:
				the project, otherw	ise leave blank.)
I / WE hereby ce	ertify that the material li	sted on line 5 wa	s:		
■ Manufacture	ed Fabricated	☐ Coated	Precasted	Produced	
Ву					
(N	ame of Manufacturer, Fabric	ator, Coater, Precaste	er or Producer)		(Supplier Code)
and the party list	ed above certifies that	the material(s) o	n line 5 meets the	e requirements of	
Publication 408	, Section(s)				
AASHTO, ASTN	I, Federal or other des	ignation			
The material list	ed below is being shipp	ped to:			
				(Company Name)	
LOT NO.	QUANTITY				N BULLETIN # 14 or 15 LIST HMA / PCC JMF.
		50	2221111 // 41 01	12 1 110 200 2110,	LIGITIMIZATI GG GIIII.
vendor covered by E VENDOR CLAS #1 Manufac Listed in Bulletin I certify that the	copy(s), in our files in a Buy America, the applic SIFICATION (CHECK turer, Fabricator, Co Bulletin # 15, or Prod # 14, 41 or 42 above statements are in	ONE BLOCK OF CONTROL O	Section 106.03(b) aterials on steel of NLY) - #2 Dist Not Alse I certify that the	3. Note: While con riron must occur in tributor, Supplier Listed in Bulleting, complete line 9 the material being su	or *Private Label Compa # 15. upplied is one and the same
best of my know the product(s) lis	ledge, fairly and accura sted.	ately describe		by the manufactured above are accura	er listed on this document a ate.
				TITLE:	
COMPANY NAM	1E :				
SIGNATURE : _					
B	y Responsible Company Offi	icial (QC Staff only if	you checked block	#1 on line 7)	
	at sold you the materia checked Block # 2 on			(Compar	ny Name)
After completing of the Certificate material shipmer	the Certificate of Com		4171. maintain th	e original at vour c	omnony's location. A conv

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