WEST BRADFORD TOWNSHIP

"Between the Brandywines"

BID NOTICE

Sealed proposals will be received by the Board of Supervisors of the TOWNSHIP OF WEST BRADFORD, 1385 Campus Drive, Downingtown, Chester County, Pennsylvania 19335 until **12:00 noon on Wednesday, April 19, 2023** and will be opened on this same date at the Township Administration Building at **1:00 P.M. for "In-place" Paving on various roadways.**

Bids may be delivered or mailed to the Administration Office at the above address.

Contract for materials, equipment and labor for "In-place" paving of roadways as listed in contract documents. ****Township will purchase all Superpave materials.*	**APPROXIMATE QUANTITIES**
Application of 9.5 mm Superpave Design Mix Wearing Course PG64S-22, 0.0 to 0. 3 million ESALS, SRL H, for leveling course and 1.5" overlay	1,210 tons
Application of 25 mm Superpave binder course for base repair	1,510 tons
Full width surface milling 1.0" depth as directed	6,696 sq. yds.
Full width surface milling 3.0" depth as directed	8,317 sq. yds.

The work in connection with this project constitutes a Public Works by a Public Body under the Pennsylvania Prevailing Wage Act. Bidders are advised that prevailing minimum wage rates, promulgated by the Pennsylvania Secretary of Labor, which must be paid to workers employed on this project, are incorporated in the Contract Documents.

Proposals must be submitted upon the bid forms furnished by the Township and may be obtained at the Municipal Building or at www.westbradford.org. Bids must be submitted in a sealed envelope plainly marked **"In-place Paving Bid"** and *must include* on the outside of the envelope the *name, address and telephone number of the bidder.* All bids must be received by **12:00 Noon on Wednesday, April 19, 2023** and will be **opened at 1:00 P.M.** that same date in the Township Administration Building for review. **A list of all bids received will be presented to the Board of Supervisors at their meeting on Tuesday, May 9, 2023 at 7:00 P.M. for consideration.**

The Township reserves the right, in its sole discretion, to reject any and all bids, for any reason. The Township reserves the right to waive any non-conformity with respect to any bid or any error with respect to the same.

1385 Campus Drive
Downingtown, PA 19335
610-269-4174 fax: 610-269-3016

MS-944 (7-09)

pennsylvania
DEPARTMENT OF TRANSPORTATION

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 April 19, 2023 ."
DATE

Sealed Proposals will be received on or before 12:00 Noon on the above Letting Date.
TIME

Bids will be opened and read at approximately 1:00 PM , on the above Letting Date.
TIME

West Bradford Township
MUNICIPALITY (NAME & TYPE)

Justin Yaich
SECRETARY

1385 Campus Drive
Downingtown, PA 19335
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/ 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 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

_____

MUNICIPALITY

BY: _____
TITLE:

BY: _____
TITLE:

BY: _____
TITLE:

SEAL

ATTESTED BY: _____
TITLE:

pennsylvania
DEPARTMENT OF TRANSPORTATION

ATTACHMENT 1

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

County: Chester Municipality: West Bradford

Project Number:

THIS PORTION TO BE COMPLETED BY THE MUNICIPALITY

LOCATION OF WORK:

As Directed on Township Roads: T-383 Broad Run Rd., T-373 Warpath Rd., T-551 Old Shadyside Rd., T-377 Lucky Hill Rd., T-408 Stouff Rd.

DESCRIPTION OF WORK:

Application of 9.5 mm Superpave Design Mix Wearing Course PG-64S-22 SRL H on roadways. Leveling course should be applied prior to wearing course as noted and as directed by the Township. Full width milling at depths indicated as noted. Base repair with 25 mm Superpave as directed. All joints at curbing are required to be sealed. All work shall be in accordance with PennDOT publication 408. Prevailing wage rates shall apply and are included. ***Township will purchase all Superpave Materials from Allan Myers Coatesville Plant through Co-Stars contract. Contractor is required to provide necessary trucking from asphalt plant to jobsite. Contractor shall include in unit prices for all labor and materials necessary to complete project with the exception of the purchase of Superpave materials.***

ESCALATOR CLAUSE:(if adopted by Municipality.)

This contract contains sufficent quantities of asphalt cement for the PennDOT Bituminous price adjustment to apply. PennDOT Pub 408, Section 110.04 will apply to quantities of bituminous materials greater than 100 tons asphalt cement including asphalt cement residue in emulisions and cutbacks.

SCHEDULE OF PRICES

1 Item No.	2 Approximate Quantities	3 Unit	4 *Description	5 Unit Price	6 Total
1	1,210	Tons	Apply 9.5 mm Superpave design mix wearing		
			Course PG-64S-22, 0 to 0. 3 millon ESALS,		
			SRL H for leveling course and 1.5" overlay		
2	1,510	Tons	Apply 25mm Superpave binder course for		
			base repair.		
			**** Township will purchase all Superpave Materials***		
3	6,696	S.Y.	Full width surface milling 1.0" as directed		
4	8,317	S.Y.	Milling 3.0" as directed for base repair		
			(* Township will provide disposal site for millings)		
				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	

WEST BRADFORD TOWNSHIP PAVING PROGRAM - 2023

Attachment 1A

STREET NAME / ROAD #	BEGINNING	END	LENGTH (Feet)	WIDTH (Feet)	SQUARE YARDS	TONS of 9.5 mm (@1.5" Thick Wearing plus 0.5"Leveling)	TONS of 25 mm (@3" Thick)	SURFACE MILLING 1" DEPTH (S.Y.)	SUFACE MILLING 3" DEPTH (S.Y.)
Broad Run Road / T-383	Chestnut Lane	Beacon Hill Road	790	22	1,931	N/A	166	0	919
Broad Run Road / T-383	Clayton	SR 3058	5,401	20	12,002	N/A	375	0	2,073
Old Shadyside Road / T-551	SR 0322	Shadyside Road	3,319	20	7,375	N/A	320	0	1,767
Lucky Hill Road / T-377	SR 0162	Twp. Line	1,502	20	3,338	403	0	0	0
Stouff Road / T-408	SR 3064	Twp. Line	2,870	22	7,015	807	415	6,696	2,306
Warpath Road / T-373	Broad Run Road	Township Line	1,500	20	3,333	N/A	234	0	1,252
		UNIT TOTALS	**NA**	**NA**	**34,995**	**1,210**	**1,510**	**6,696**	**8,317**

* The Township will provide disposal site(s) for millings within the limits of West Bradford Township.
* As outlined on page two (2) of the bid documents West Bradford Township will purchase all Superpave materials from Allan Myers, Coatesville Asphalt Plant under PA Co-Stars contract .
* Contractor will be responsible for all other materials including but not limited to paving fabric with performance grade asphalt, tack coat and any other incidental materials.

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project Name:	Annual Street Resurfacing Project
Awarding Agency:	West Bradford Township
Contract Award Date:	5/9/2023
Serial Number:	23-03055
Project Classification:	Highway
Determination Date:	3/29/2023
Assigned Field Office:	Philadelphia
Field Office Phone Number:	(215)560-1858
Toll Free Phone Number:	
Project County:	Chester County

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 23-03055 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2021		$47.70	$39.51	$87.21
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2022		$49.70	$39.51	$89.21
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	1/1/2023		$50.70	$39.51	$90.21
Iron Workers (Riggers)	7/1/2017		$39.83	$27.92	$67.75
Ironworker (Rodman)	7/1/2020		$44.82	$31.60	$76.42
Laborers (Class 01 - General)	5/1/2020		$32.05	$25.25	$57.30
Laborers (Class 01 - See notes)	5/1/2019		$30.20	$25.80	$56.00
Laborers (Class 01 - See notes)	5/1/2022		$33.35	$25.65	$59.00
Laborers (Class 02 - see notes)	5/1/2020		$35.15	$26.15	$61.30
Laborers (Class 02 - see notes)	5/1/2022		$36.70	$27.00	$63.70
Laborers (Class 03 - See notes)	5/1/2020		$32.47	$25.43	$57.90
Laborers (Class 03 - See notes)	5/1/2022		$33.77	$25.83	$59.60
Laborers (Class 04 - See notes)	5/1/2020		$32.47	$25.43	$57.90
Laborers (Class 04 - See notes)	5/1/2022		$33.77	$25.83	$59.60
Laborers (Class 05 - See notes)	5/1/2020		$32.05	$25.25	$57.30
Laborers (Class 05 - See notes)	5/1/2022		$33.35	$25.65	$59.00
Landscape Laborer	5/1/2020		$26.55	$23.13	$49.68
Marble Finisher	5/1/2022		$38.27	$29.15	$67.42
Marble Mason	5/1/2022		$45.90	$31.20	$77.10
Mason Tender, Cement	5/1/2019		$30.52	$25.98	$56.50
Millwright	5/1/2019		$45.50	$33.29	$78.79
Millwright	5/1/2021		$48.60	$33.19	$81.79
Millwright	5/1/2022		$49.83	$34.53	$84.36
Operators (Building, Class 01 - See Notes)	5/1/2021		$49.50	$31.51	$81.01
Operators (Building, Class 01 - See Notes)	5/1/2022		$51.04	$31.97	$83.01
Operators (Building, Class 01 - See Notes)	5/1/2023		$52.20	$32.81	$85.01
Operators (Building, Class 01A - See Notes)	5/1/2021		$52.51	$32.39	$84.90
Operators (Building, Class 01A - See Notes)	5/1/2022		$54.05	$32.85	$86.90
Operators (Building, Class 01A - See Notes)	5/1/2023		$55.20	$33.70	$88.90
Operators (Building, Class 02 - See Notes)	5/1/2021		$49.25	$31.44	$80.69
Operators (Building, Class 02 - See Notes)	5/1/2022		$50.79	$31.90	$82.69
Operators (Building, Class 02 - See Notes)	5/1/2023		$51.95	$32.74	$84.69
Operators (Building, Class 02A - See Notes)	5/1/2021		$52.26	$32.32	$84.58
Operators (Building, Class 02A - See Notes)	5/1/2022		$53.81	$32.77	$86.58
Operators (Building, Class 02A - See Notes)	5/1/2023		$54.97	$33.61	$88.58
Operators (Building, Class 03 - See Notes)	5/1/2021		$45.16	$30.24	$75.40
Operators (Building, Class 03 - See Notes)	5/1/2022		$46.71	$30.69	$77.40
Operators (Building, Class 03 - See Notes)	5/1/2023		$47.87	$31.53	$79.40
Operators (Building, Class 04 - See Notes)	5/1/2021		$44.87	$30.14	$75.01
Operators (Building, Class 04 - See Notes)	5/1/2022		$46.41	$30.60	$77.01
Operators (Building, Class 04 - See Notes)	5/1/2023		$47.57	$31.44	$79.01
Operators (Building, Class 05 - See Notes)	5/1/2021		$43.14	$29.64	$72.78

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 23-03055 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Truckdriver class 2 (see notes)	5/1/2022		$35.70	$20.74	$56.44
Truckdriver class 3 (see notes)	5/1/2021		$36.83	$17.96	$54.79
Truckdriver class 3 (see notes)	5/1/2022		$35.95	$20.74	$56.69
Window Film / Tint Installer	6/1/2019		$24.52	$12.08	$36.60

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 23-03055 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Dockbuilder/pile driver tender	5/1/2026		$56.98	$37.99	$94.97
DockBuilder/Pile Drivers/ Diver Tender	5/1/2020		$43.70	$37.27	$80.97
Electric Lineman	5/31/2021		$57.93	$30.22	$88.15
Electric Lineman	5/30/2022		$59.17	$31.48	$90.65
Electric Lineman	5/29/2023		$60.48	$32.77	$93.25
Electric Lineman	6/3/2024		$62.07	$33.96	$96.03
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2021		$47.70	$39.51	$87.21
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2022		$49.70	$39.51	$89.21
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	1/1/2023		$50.70	$39.51	$90.21
Iron Workers	7/1/2017		$47.30	$32.91	$80.21
Iron Workers	7/1/2019		$49.30	$34.41	$83.71
Iron Workers	1/1/2020		$49.80	$34.41	$84.21
Ironworker (Rodman)	7/1/2020		$44.82	$31.60	$76.42
Laborers (Class 01 - See notes)	5/1/2021		$36.20	$25.65	$61.85
Laborers (Class 01 - See notes)	5/1/2022		$36.30	$27.20	$63.50
Laborers (Class 02 - See notes)	5/1/2021		$36.40	$25.65	$62.05
Laborers (Class 02 - See notes)	5/1/2022		$36.50	$27.20	$63.70
Laborers (Class 03 - See notes)	5/1/2021		$36.40	$25.65	$62.05
Laborers (Class 03 - See notes)	5/1/2022		$36.50	$27.20	$63.70
Laborers (Class 04 - See notes)	5/1/2021		$31.00	$25.65	$56.65
Laborers (Class 04 - See notes)	5/1/2022		$31.10	$27.20	$58.30
Laborers (Class 05 - See notes)	5/1/2021		$37.05	$25.65	$62.70
Laborers (Class 05 - See notes)	5/1/2022		$37.15	$27.20	$64.35
Laborers (Class 06 - See notes)	5/1/2021		$37.10	$25.65	$62.75
Laborers (Class 06 - See notes)	5/1/2022		$37.20	$27.20	$64.40
Laborers (Class 07 - See notes)	5/1/2021		$36.95	$25.65	$62.60
Laborers (Class 07 - See notes)	5/1/2022		$37.05	$27.20	$64.25
Laborers (Class 08 - See notes)	5/1/2021		$36.70	$25.65	$62.35
Laborers (Class 08 - See notes)	5/1/2022		$36.80	$27.20	$64.00
Laborers (Class 09 - See notes)	5/1/2021		$36.55	$25.65	$62.20
Laborers (Class 09 - See notes)	5/1/2022		$36.65	$27.20	$63.85
Laborers (Class 10- See notes)	5/1/2021		$36.70	$25.65	$62.35
Laborers (Class 10- See notes)	5/1/2022		$36.80	$27.20	$64.00
Laborers (Class 11 -See Notes)	5/1/2021		$36.50	$25.65	$62.15
Laborers (Class 11 -See Notes)	5/1/2022		$36.70	$27.20	$63.90
Laborers (Class 12 -See Notes)	5/1/2021		$37.40	$25.65	$63.05
Laborers (Class 12 -See Notes)	5/1/2022		$38.40	$27.20	$65.60
Laborers (Class 13 -See Notes)	5/1/2021		$40.33	$25.65	$65.98
Laborers (Class 13 -See Notes)	5/1/2022		$40.43	$27.20	$67.63
Laborers (Class 14 -See Notes)	5/1/2021		$36.45	$25.65	$62.10
Laborers (Class 14 -See Notes)	5/1/2022		$36.55	$27.20	$63.75
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2017		$23.52	$17.58	$41.10

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 23-03055 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2021		$45.16	$30.24	$75.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2022		$46.71	$30.69	$77.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2023		$47.87	$31.53	$79.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2024		$49.03	$32.37	$81.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2025		$50.18	$33.22	$83.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2026		$51.34	$34.06	$85.40
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2021		$44.86	$30.15	$75.01
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2022		$46.41	$30.60	$77.01
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2023		$47.57	$31.44	$79.01
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2024		$48.73	$32.28	$81.01
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2025		$49.88	$33.13	$83.01
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2026		$51.04	$33.97	$85.01
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2021		$43.14	$29.64	$72.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2022		$44.69	$30.09	$74.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2023		$45.85	$30.93	$76.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2024		$47.00	$31.78	$78.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2025		$48.16	$32.62	$80.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2026		$49.32	$33.46	$82.78
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2021		$42.16	$29.34	$71.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2022		$43.70	$29.80	$73.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2023		$44.85	$30.65	$75.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2024		$46.02	$31.48	$77.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2025		$47.17	$32.33	$79.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2026		$48.34	$33.16	$81.50
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2021		$60.00	$36.21	$96.21
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2022		$61.86	$36.75	$98.61
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2023		$63.33	$37.68	$101.01

MS-944-S (7-09)

Attachment 2

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 _____ 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 forebearance 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:

PAYMENT BOND

pennsylvania
DEPARTMENT OF TRANSPORTATION

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 ____ .

PLACE SEAL HERE

WITNESS: _____

_____ CONTRACTOR

BY: _____

TITLE: _____ TITLE: _____

PLACE SEAL HERE

WITNESS: _____

_____ SURETY COMPANY

TITLE: _____ TITLE: _____

D-7126 (7-09)

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 _____

Commonwealth of Pennsylvania

Public Works Employment Verification Form

Public Works Employment Verification Office
Department of General Services
Bureau of Procurement 6th floor, Forum Place 555 Walnut Street
Harrisburg, PA 17101-1914
717-346-8115
ra-gsgseverify.pa.gov

Instructions: Complete and return the form to the contracting Public Body prior to the award of the contract.

Business or Organization Name (Employer) _____

Address_____

City_____State_____Zip Code_____

Check One:

- ☐ Contractor
- ☐ Subcontractor

Contracting Public Body_____

Contract/Project No._____

Project Description_____

Project Location_____

Date enrolled in E-Verify_____

610-560-7900
MALVERN OFFICE

QUOTE Date: March 13, 2023

Quote No: 85420-COSTARS23
PLEASE REFER TO THE QUOTE #
WHEN PLACING AN ORDER

Allan Myers Materials is pleased to quote
WEST BRADFORD TOWNSHIP

2023 COSTARS

Located at: WEST BRADFORD TWP
(nearest intersection) (city/township)
CONTACT: FAX #/EMAIL: sandress@westbradford.org

Product	Plant / Quarry	Est Qty (Tons)	Item Price	Haul Rate	Delivered Price
25MM 64-22, ESALS	Coatesville Asphalt	1	$58.75		
9.5MM 64-22, ANY ESALS	Coatesville Asphalt	1	$67.50		

Additional Charges:

TRUCK RENTAL (HOURLY HAUL)	**$100.00/HR**
WAIT TIME	**$1.67/MIN**

SPECIAL CONDITIONS: Haul $4.15 for the first mile .36 cents each additional mile

TERMS & CONDITIONS:

1. **Quoted Prices are based on FOB or delivery on or before DECEMBER 31, 2023. Quotes will be adjusted to reflect the Monthly Posted Asphalt Cement Price when compared to the Project Asphalt Cement Price of $590.00. * Unless otherwise stated in the Special Conditions, the following increases will be applied to all above pricing at the expiration of this quote and will be added annually for the duration of the job: Asphalt pricing will increase $2.00/tn; Aggregate pricing will increase 7%/tn; Transportation charges will increase 6%.**
2. Pricing may increase to reflect fuel escalations.
3. Quoted prices are based on delivery during normal business hours, unless special conditions have been agreed to in advance by Seller and Purchaser.
4. Material and price subject to availability at time of order. **Purchaser is RESPONSIBLE for correct mix type at time of placing order.**
5. The Purchaser agrees to give the Seller reasonable notice of the time and rate of deliveries under Contract. All deliveries will be made to the best of the Seller's ability and dispatch, no claims will be allowed because of delays in deliveries.
6. Purchaser must provide roadways or approaches permitting access of trucks to the point of delivery under their own power. Seller reserves the right to stop deliveries in the event such roadways are not provided.
7. Payment terms: C.O.D. or Net 30 days if Purchaser is approved for a credit account, which account shall be subject to all terms and conditions of Allan Myers' Application for Credit.
8. The Terms and Conditions herein set forth shall be binding upon the Purchaser and shall take the place of and preclude and exclude any terms and conditions set forth by the Purchaser on any of the Purchaser's orders, invoices, instructions or any other communications written or verbal.
9. The Purchaser's exceptions and claims shall be deemed waived unless received within 48 hours from time of delivery. The Seller shall be given full opportunity to investigate them. The Seller's liability shall in no event exceed the purchase price of the materials against which the claim is made. **Mechanical breakdowns will not warrant back-charges to the Seller.**
10. Sales tax will be added unless Seller receives the necessary certificate for exemption.
11. Purchaser may cancel an order in whole or in part and will reimburse the Seller for reasonable cost and expense.
12. Purchaser hereby agrees to indemnify and hold Seller harmless against all liability, loss, expense or damage, including counsel fees and court costs incurred as a result of or relating to product supplied by Seller.
13. **Allan Myers Materials is the trade name used by certain subsidiaries of Allan Myers, Inc. in connection with the subsidiary's supply of material or hauling services to customers. Your agreement to purchase material from an asphalt plant identified in this quotation is with the subsidiary that operates that identified plant. Your agreement to purchase material from a quarry identified in this quotation is with the subsidiary that operates that identified quarry. To the extent you are also purchasing hauling services with respect to any material, your agreement to purchase these hauling services is with the subsidiary that performs such hauling services.**
14. Delivery Haul Rates based on 20 ton minimum load.
15. Wait time charges will be assessed after 15 min (AGGREGATE) / 30 min (ASPHALT) on the jobsite. **Additional delays in excess of 15 minutes at the plant will be assessed if caused by the job.**
16. **Delivered material will be subject to a Haul Fuel Surcharge which will be calculated using the above quoted haul rate and the attached matrix unless otherwise stated in the "Special Conditions".**
17. Truck Rental: There will be an additional charge for RATED WORK (on-site projects) and ROCK-BODY TRUCKS.
18. Trucks working hourly at your site will be subject to 30 minutes travel time.

March 11, 2022

Dear Valued Customer,

As diesel prices reached historic levels, you have experienced fuel surcharges being applied to your shipping charges. At Allan Myers Materials we have adjusted the starting point from our prior matrix to more reflect current fuel prices. This surcharge will be applied to all transportation services when the EIA ULSD Monthly Index reaches $4.50 per gallon (or greater) in the Central Atlantic (PADD 1B) region. This monthly index is published the first Monday of each month and can be found at https://www.eia.gov/petroleum/gasdiesel/. It will continue to be charged at the established level, for all transportation services provided during the trailing month. The surcharge level will be reestablished monthly and remain in effect until the price per gallon drops below the $4.50 per gallon threshold.

EIA Central Atlantic PADD 1B	Surcharge Added	
Price per Gallon	Per Ton	Per Hour
<$4.499	0%	
$4.50 - $4.749	2%	$1.00
$4.75 - $4.999	3%	$2.00
$5.00 - $5.249	4%	$3.00
$5.25 - $5.499	5%	$4.00
$5.50 - $5.749	6%	$5.00
$5.75 - $5.999	7%	$6.00
$6.00 - $6.249	8%	$7.00
$6.25 - $6.499	9%	$8.00
$6.50 - $6.749	10%	$9.00
$6.75 - $6.999	11%	$10.00

Use the appropriate percentage increase for tonnage hauls.
For hourly compensated hauls add the dollar amount(s) to your quoted hourly rate.