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, May 8, 2024** 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 compacted 0.5" leveling course compacted and 1.5" overlay compatced	2,955 tons
Application of 3.0" compacted 25 mm Superpave binder course for base repair	401 tons
Full width surface milling 1.0" depth as directed	24,591 sq. yds.
Full width surface milling 3.0" depth as directed	2,164 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 & include certified check or bid bond in the amount of 10% as security. The successful bidder will be required to provide a payment bond and performance bond in the amount of 100% of the contract. 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, May 8, 2024** and will be **opened at 1:00 P.M.** on 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 14, 2024 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

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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 May 8, 2024 ."
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-448 Montvale Circle, T-499 Linda Drive, T-562 Montana Drive, T-593 Maryland Circle

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	2,955	Tons	Apply 9.5 mm wearing course PG-64S-22,		
			0 to 0.3 millon ESALS, SRL H for 0.5"		
			compacted leveling course and		
			1.5" compacted wearing overlay		
2	401	Tons	Apply 25mm Superpave binder course for		
			base repair.		
			**** Township will purchase all Superpave Materials***		
3	24,591	S.Y.	Full width surface milling 1.0" as directed		
4	2,164	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	

(5-06)

SPECIAL PROVISIONS TO CONTRACT MS-944 (Attachment 1-A)
CONTAINS IMPORTANT INFORMATION FOR THE CONTRACTOR

The Prime Contractor and subcontractors must comply with all of the following provisions that are marked with an "X".

X Traffic Control and Safety Devices to be provided by the Contractor.
(Maintenance and Protection of Traffic to comply with current MUTCD, Publication 212 and Publication 213.)

X Delivery tickets for all materials.

X CS-4171 Certificate of Compliance and/ or TR-465 Daily Bituminous Mixture Certification required for all materials.

X Notify the Municipality ___five___ working days prior to start of project.

X Work to be completed on or before 10/15/2024 . After 10/31/2024 Liquidated damages apply at the rate of $ 870.00 per calendar day.

X Roadway to be power broomed by (contractor X municipality)prior to start of project.

X Excess material to be removed by (contractor X municipality .)

X Municipality to inspect project.

X Need Bill of Lading for each shipment of bituminous material per Section 702.1(c) of Specifications 408.

X 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.

X Bituminous Seal on all abutting pavement and curbs required.

X Saw cut or Milled Paving Notch required and incidental to paving item unless noted otherwise.

X Scratch/ Leveling Courses to be placed at the discretion of appointed inspector(s).
Full width pavement with one pass required.

X Municipality reserves the right to limit work completed.
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)

X The municipality reserves the right to make an award on the basis of the aggregate total for all like items on which quotations are received.

X 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.

X Complete all testing in accordance with Specification Form 408 Section 409 except for superpave volumetric testing.

X Notice to Proceed will be the date of Contract acceptance.
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.

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	Municipality's Representative Date
	West Bradford
Company	Municipality

WEST BRADFORD TOWNSHIP PAVING PROGRAM - 2024

Attachment 1A

STREET NAME / ROAD #	BEGINNING	END	LENGTH (Feet)	WIDTH (Feet)	SQUARE YARDS	TONS of 9.5 mm (@1.5" compacted wearing plus 0.5" compacted leveling)	TONS of 25 mm (@3" Thick)	SURFACE MILLING 1" DEPTH (S.Y.)	FULL DEPTH MILLING 3" DEPTH (S.Y.)
Montvale Circle / T-383	SR 3055	Edgemont Drive / T-447	2,082	19	4,395	529	172	4,395	955
Montvale Circle / T-383	Edgemont Drive / T-447	Beginning of Cul-de-sac	2,997	20	6,660	799	126	6,660	670
Montvale Circle / T-383	Cul-de-sac	Cul-de-sac	89	72	712	85	0	712	0
Linda Drive / T-449	Edgemont Drive / T-383	Beginning of Cul-de-sac	659	20	1,464	176	103	1,464	539
Linda Drive / T-449	Cul-de-sac	Cul-de-sac	103	66	755	91	0	755	0
Montana Drive / T-562	Creagh Knoll Lane / T-492	Beginning of Cul-de-sac	1,499	24	3,997	481	0	3,997	0
Montana Drive / T-562	Cul-de-sac	Cul-de-sac	100	105	1,167	140	0	1,167	0
Maryland Circle / T-593	Creagh Knoll Lane / T-492	Cul-de-sac	1,959	25	5,442	654	0	5,443	0
		UNIT TOTALS	**NA**	**NA**	**24,591**	**2,955**	**401**	**24,591**	**2,164**

* 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.

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

1 The proposal must be typewritten or printed.

2 If more than one proposal on any project is submitted by an individual, firm or partnership, corporation or association under the same or different names, only one lowest proposal will be considered.

3 Description of Work- - -

A. If additional space is needed, insert appropriately numbered attachment and note "Continued on attached work sheets."

4 Part A of Page 1 to be completed by municipality. Part B of Page 1 to be completed by contractor. Schedule of Prices - Column #1 (Item), #2 (Approximate quantities), #3 (Unit, i.e., ton, square yard, linear feet, etc.) And #4 (Description, i.e. , bituminous materials - 9.5 mm S & L, 12.5 mm Wearing, 25.0 mm Base Course, etc.) Must be filled in by the municipality to insure equitable bidding. Columns #5 (Unit Price), #6 (Total) and total amount of bid, must be filled in by the contractor. If more space is needed, add note at the bottom of the page; "Continued on Attachment No. 1-A", and add additional sheet designated as Attachment No. 1-A, 1-B, etc.. Repeat for each additional sheet required. As required by Publication 408, Section 102.06(e),each bidder must submit a completed Form 7126 - Anti-Collusion Affidavit with its bid proposal.

5 If liquidated damages are to be assessed, add the following sentence to Part A #2. If all work is not completed on time, liquidated damages will be assessed at the rate of $870.00 per additional working day. (OR ". . . as set forth in the attached schedule.")

6 Payment and Performance bonds are provided only by the successful bidder. Contracts from $4,000.00 up to $5,000.00 in Second Class Townships - performance bond must be not less than 10% or greater than 100% of amount of contract. Contracts greater than $1,500.00 up to $10,000.00 in First Class Townships, Boroughs and Third Class Cities - bonds must be between 50 % to 100% of the contract amount. Contracts in excess of $5,000.00 in Second Class Townships and in excess of $10,000.00 in First Class Townships, Boroughs and Third Class Cities - bonds must be in 100% of the amount of the contract. Bond Forms MS-944 Attachments 2 and 3 and Workmen's Compensation Affidavit - Attachment 4 must be submitted by the successful bidder within 20 days of the contract award. Failure to submit the bonds shall constitute grounds to cancel the contract.

7 *Construction projects, where the estimated cost of the total project exceeds $100,000, 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)

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project Name:	Annual Street Resurfacing Project
Awarding Agency:	West Bradford Township
Contract Award Date:	5/14/2024
Serial Number:	24-03342
Project Classification:	Highway
Determination Date:	4/3/2024
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: 24-03342 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/1/2023		$57.84	$43.36	$101.20
Boilermakers	3/1/2018		$45.89	$33.73	$79.62
Bricklayer	5/1/2023		$47.50	$31.42	$78.92
Carpenter - Chief of Party (Surveying & Layout)	5/1/2023		$50.57	$29.02	$79.59
Carpenter - Chief of Party (Surveying & Layout)	5/1/2024		$52.58	$29.02	$81.60
Carpenter - Chief of Party (Surveying & Layout)	5/1/2025		$54.59	$29.02	$83.61
Carpenter - Instrument Person (Surveying & Layout)	5/1/2023		$43.97	$29.02	$72.99
Carpenter - Instrument Person (Surveying & Layout)	5/1/2024		$45.72	$29.02	$74.74
Carpenter - Instrument Person (Surveying & Layout)	5/1/2025		$47.47	$29.02	$76.49
Carpenter - Rodman (Surveying & Layout)	5/1/2023		$21.99	$20.62	$42.61
Carpenter - Rodman (Surveying & Layout)	5/1/2024		$22.86	$20.62	$43.48
Carpenter - Rodman (Surveying & Layout)	5/1/2025		$23.74	$20.62	$44.36
Carpenters	5/1/2023		$43.97	$29.02	$72.99
Carpenters	5/1/2024		$45.72	$29.02	$74.74
Carpenters	5/1/2025		$47.47	$29.02	$76.49
Cement Finishers & Plasterers	5/1/2022		$38.57	$32.39	$70.96
Cement Masons	5/1/2023		$44.20	$32.96	$77.16
Dockbuilder, Pile Drivers	5/1/2023		$50.48	$37.99	$88.47
Dockbuilder, Pile Drivers	5/1/2024		$52.98	$37.99	$90.97
Dockbuilder, Pile Drivers	5/1/2025		$55.23	$37.99	$93.22
Dockbuilder, Pile Drivers	5/1/2026		$56.98	$37.99	$94.97
Dockbuilder/Pile Driver Diver	5/1/2023		$58.41	$41.74	$100.15
Dockbuilder/Pile Driver Diver	5/1/2024		$61.54	$41.74	$103.28
Dockbuilder/Pile Driver Diver	5/1/2025		$64.35	$41.74	$106.09
Dockbuilder/Pile Driver Diver	5/1/2026		$66.54	$41.74	$108.28
Dockbuilder/pile driver tender	5/1/2023		$50.48	$37.99	$88.47
Dockbuilder/pile driver tender	5/1/2024		$52.98	$37.99	$90.97
Dockbuilder/pile driver tender	5/1/2025		$55.23	$37.99	$93.22
Dockbuilder/pile driver tender	5/1/2026		$56.98	$37.99	$94.97
Drywall Finisher	5/1/2023		$38.77	$31.12	$69.89
Electricians	5/29/2023		$49.24	$36.04	$85.28
Electricians	6/3/2024		$50.17	$38.87	$89.04
Electricians	6/2/2025		$52.71	$40.07	$92.78
Electricians	6/1/2026		$55.25	$41.28	$96.53
Elevator Constructor	1/1/2023		$66.21	$43.64	$109.85
Elevator Constructor	1/1/2024		$68.97	$44.70	$113.67
Floor Coverer	5/1/2023		$50.12	$29.21	$79.33
Floor Coverer	5/1/2024		$52.19	$29.21	$81.40
Glazier	5/1/2023		$46.68	$36.62	$83.30
Interior Finish	5/1/2023		$34.60	$25.80	$60.40
Iron Workers (Bridge, Structural, Ornamental, Precast)	1/1/2023		$50.70	$39.51	$90.21
Iron Workers (Riggers)	7/1/2023		$42.53	$34.14	$76.67
Iron Workers (Rodman/Reinforcing)	7/1/2023		$45.70	$34.77	$80.47
Laborers (Class 01 - See notes)	5/1/2022		$33.35	$25.65	$59.00

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 24-03342 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 01 - See notes)	5/1/2023		$34.60	$25.80	$60.40
Laborers (Class 02 - See notes)	5/1/2022		$36.70	$27.00	$63.70
Laborers (Class 02 - See notes)	5/1/2023		$37.95	$27.30	$65.25
Laborers (Class 03 - See notes)	5/1/2022		$33.77	$25.83	$59.60
Laborers (Class 03 - See notes)	5/1/2023		$35.02	$25.98	$61.00
Laborers (Class 04 - See notes)	5/1/2022		$33.77	$25.83	$59.60
Laborers (Class 04 - See notes)	5/1/2023		$35.02	$25.98	$61.00
Laborers (Class 05 - See notes)	5/1/2022		$33.35	$25.65	$59.00
Laborers (Class 05 - See notes)	5/1/2023		$34.60	$25.50	$60.10
Landscape Laborer	5/1/2023		$29.45	$23.98	$53.43
Marble Finisher	5/1/2023		$39.52	$29.30	$68.82
Marble Mason	5/1/2023		$47.20	$31.95	$79.15
Mason Tender, Cement	5/1/2023		$35.02	$25.98	$61.00
Millwright	5/1/2023		$51.60	$35.81	$87.41
Millwright	5/1/2024		$54.67	$35.81	$90.48
Millwright	5/1/2025		$57.39	$35.81	$93.20
Millwright	5/1/2026		$60.20	$35.81	$96.01
Operators (Building, Class 01 - See Notes)	5/1/2023		$52.20	$32.81	$85.01
Operators (Building, Class 01A - See Notes)	5/1/2023		$55.20	$33.70	$88.90
Operators (Building, Class 02 - See Notes)	5/1/2023		$51.95	$32.74	$84.69
Operators (Building, Class 02A - See Notes)	5/1/2023		$54.97	$33.61	$88.58
Operators (Building, Class 03 - See Notes)	5/1/2023		$47.87	$31.53	$79.40
Operators (Building, Class 04 - See Notes)	5/1/2023		$47.57	$31.44	$79.01
Operators (Building, Class 05 - See Notes)	5/1/2023		$45.85	$30.93	$76.78
Operators (Building, Class 06 - See Notes)	5/1/2023		$44.85	$30.65	$75.50
Operators (Building, Class 07A- See Notes)	5/1/2023		$63.33	$37.68	$101.01
Operators (Building, Class 07B- See Notes)	5/1/2023		$63.04	$37.59	$100.63
Painters Class 1 (see notes)	5/1/2021		$41.24	$30.29	$71.53
Painters Class 1 (see notes)	2/1/2022		$41.77	$31.61	$73.38
Painters Class 1 (see notes)	5/1/2023		$42.32	$32.91	$75.23
Painters Class 4 (see notes)	5/1/2023		$44.41	$32.91	$77.32
Plasterers	5/1/2023		$39.32	$32.64	$71.96
plumber	5/1/2023		$64.73	$37.61	$102.34
Pointers, Caulkers, Cleaners	5/1/2022		$47.64	$30.06	$77.70
Pointers, Caulkers, Cleaners	5/1/2023		$48.80	$30.70	$79.50
Roofers (Composition)	5/1/2023		$42.63	$34.62	$77.25
Roofers (Shingle)	5/1/2023		$32.85	$22.10	$54.95
Roofers (Slate & Tile)	5/1/2023		$35.85	$22.10	$57.95
Sheet Metal Workers	5/1/2023		$57.31	$48.97	$106.28
Sign Makers and Hangars	7/15/2022		$30.54	$24.35	$54.89
Sign Makers and Hangars	7/15/2023		$31.76	$24.63	$56.39
Sprinklerfitters	1/1/2023		$62.23	$31.99	$94.22
Steamfitters	5/1/2023		$67.37	$41.99	$109.36
Stone Masons	5/1/2023		$47.20	$31.95	$79.15

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 24-03342 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Terrazzo Finisher	5/1/2023		$43.75	$27.86	$71.61
Terrazzo Grinder	5/1/2023		$44.02	$27.86	$71.88
Terrazzo Mechanics	5/1/2023		$50.26	$29.56	$79.82
Tile Finisher	5/1/2023		$39.52	$29.30	$68.82
Tile Setter	5/1/2023		$50.26	$29.56	$79.82
Truckdriver class 1(see notes)	5/1/2022		$35.60	$20.74	$56.34
Truckdriver class 1(see notes)	5/1/2023		$36.29	$21.55	$57.84
Truckdriver class 2 (see notes)	5/1/2022		$35.70	$20.74	$56.44
Truckdriver class 2 (see notes)	5/1/2023		$36.39	$21.55	$57.94
Truckdriver class 3 (see notes)	5/1/2022		$35.95	$20.74	$56.69
Truckdriver class 3 (see notes)	5/1/2023		$36.64	$21.55	$58.19
Window Film / Tint Installer	6/1/2019		$24.52	$12.08	$36.60

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 24-03342 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter - Chief of Party (Surveying & Layout)	5/1/2023		$63.24	$29.06	$92.30
Carpenter - Chief of Party (Surveying & Layout)	5/1/2024		$65.19	$29.06	$94.25
Carpenter - Chief of Party (Surveying & Layout)	5/1/2025		$67.15	$29.06	$96.21
Carpenter - Chief of Party (Surveying & Layout)	5/1/2026		$69.10	$29.06	$98.16
Carpenter - Instrument Person (Surveying & Layout)	5/1/2023		$54.99	$29.06	$84.05
Carpenter - Instrument Person (Surveying & Layout)	5/1/2024		$56.69	$29.06	$85.75
Carpenter - Instrument Person (Surveying & Layout)	5/1/2025		$58.39	$29.06	$87.45
Carpenter - Instrument Person (Surveying & Layout)	5/1/2026		$60.09	$29.06	$89.15
Carpenter - Rodman (Surveying & Layout)	5/1/2023		$43.99	$22.41	$66.40
Carpenter - Rodman (Surveying & Layout)	5/1/2024		$45.35	$22.41	$67.76
Carpenter - Rodman (Surveying & Layout)	5/1/2025		$46.71	$22.41	$69.12
Carpenter - Rodman (Surveying & Layout)	5/1/2026		$48.07	$22.41	$70.48
Carpenter	5/1/2023		$54.99	$29.06	$84.05
Carpenter	5/1/2024		$56.69	$29.06	$85.75
Carpenter	5/1/2025		$58.49	$29.06	$87.55
Carpenter	5/1/2026		$60.19	$29.06	$89.25
Cement Masons	5/1/2023		$43.20	$32.91	$76.11
Dockbuilder, Pile Drivers	5/1/2023		$50.48	$37.99	$88.47
Dockbuilder, Pile Drivers	5/1/2024		$52.98	$37.99	$90.97
Dockbuilder, Pile Drivers	5/1/2025		$55.23	$37.99	$93.22
Dockbuilder, Pile Drivers	5/1/2026		$56.98	$37.99	$94.97
Dockbuilder/Pile Driver Diver	5/1/2023		$58.41	$41.74	$100.15
Dockbuilder/Pile Driver Diver	5/1/2024		$61.54	$41.74	$103.28
Dockbuilder/Pile Driver Diver	5/1/2025		$64.35	$41.74	$106.09
Dockbuilder/Pile Driver Diver	5/1/2026		$66.54	$41.74	$108.28
Dockbuilder/pile driver tender	5/1/2023		$50.48	$37.99	$88.47
Dockbuilder/pile driver tender	5/1/2024		$52.98	$37.99	$90.97
Dockbuilder/pile driver tender	5/1/2025		$55.23	$37.99	$93.22
Dockbuilder/pile driver tender	5/1/2026		$56.98	$37.99	$94.97
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, Ornamental, Precast)	1/1/2023		$50.70	$39.51	$90.21
Iron Workers (Riggers)	7/1/2023		$42.53	$34.14	$76.67
Iron Workers (Rodman/Reinforcing)	7/1/2023		$45.70	$34.77	$80.47
Laborers (Class 01 - See notes)	5/1/2022		$36.30	$27.20	$63.50
Laborers (Class 01 - See notes)	5/1/2023		$37.55	$27.45	$65.00
Laborers (Class 02 - See notes)	5/1/2022		$36.50	$27.20	$63.70
Laborers (Class 02 - See notes)	5/1/2023		$37.75	$27.45	$65.20
Laborers (Class 03 - See notes)	5/1/2022		$36.50	$27.20	$63.70
Laborers (Class 03 - See notes)	5/1/2023		$37.75	$27.45	$65.20
Laborers (Class 04 - See notes)	5/1/2022		$31.10	$27.20	$58.30
Laborers (Class 04 - See notes)	5/1/2023		$32.35	$27.45	$59.80
Laborers (Class 05 - See notes)	5/1/2022		$37.15	$27.20	$64.35
Laborers (Class 05 - See notes)	5/1/2023		$38.40	$27.45	$65.85

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 24-03342 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 06 - See notes)	5/1/2022		$37.20	$27.20	$64.40
Laborers (Class 06 - See notes)	5/1/2023		$38.40	$27.45	$65.85
Laborers (Class 07 - See notes)	5/1/2022		$37.05	$27.20	$64.25
Laborers (Class 07 - See notes)	5/1/2023		$38.30	$27.45	$65.75
Laborers (Class 08 - See notes)	5/1/2022		$36.80	$27.20	$64.00
Laborers (Class 08 - See notes)	5/1/2023		$38.05	$27.45	$65.50
Laborers (Class 09 - See notes)	5/1/2022		$36.65	$27.20	$63.85
Laborers (Class 09 - See notes)	5/1/2023		$37.90	$27.45	$65.35
Laborers (Class 10- See notes)	5/1/2022		$36.80	$27.20	$64.00
Laborers (Class 10- See notes)	5/1/2023		$38.05	$27.45	$65.50
Laborers (Class 11 -See Notes)	5/1/2022		$36.70	$27.20	$63.90
Laborers (Class 11 -See Notes)	5/1/2023		$37.95	$27.45	$65.40
Laborers (Class 12 -See Notes)	5/1/2022		$38.40	$27.20	$65.60
Laborers (Class 12 -See Notes)	5/1/2023		$39.65	$27.45	$67.10
Laborers (Class 13 -See Notes)	5/1/2022		$40.43	$27.20	$67.63
Laborers (Class 13 -See Notes)	5/1/2023		$41.65	$27.45	$69.10
Laborers (Class 14 -See Notes)	5/1/2022		$36.55	$27.20	$63.75
Laborers (Class 14 -See Notes)	5/1/2023		$38.25	$27.45	$65.70
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2022		$30.17	$19.18	$49.35
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2023		$31.42	$19.43	$50.85
Laborers Utility (PGW ONLY)	5/1/2022		$37.20	$19.18	$56.38
Laborers Utility (PGW ONLY)	5/1/2023		$38.45	$19.43	$57.88
Landscape Laborer	5/1/2022		$27.73	$23.65	$51.38
Landscape Laborer	5/1/2023		$29.03	$23.80	$52.83
Millwright	5/1/2023		$51.60	$35.81	$87.41
Millwright	5/1/2024		$54.67	$35.81	$90.48
Millwright	5/1/2025		$57.39	$35.81	$93.20
Millwright	5/1/2026		$60.20	$35.81	$96.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2023		$52.20	$32.81	$85.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2024		$53.36	$33.65	$87.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2025		$54.52	$34.49	$89.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2026		$55.67	$35.34	$91.01
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2023		$55.20	$33.70	$88.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2024		$56.37	$34.53	$90.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2025		$57.52	$35.38	$92.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2026		$58.68	$36.22	$94.90
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2023		$51.95	$32.74	$84.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2024		$53.11	$33.58	$86.69

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 24-03342 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2025		$54.27	$34.42	$88.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2026		$55.43	$35.26	$90.69
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2023		$54.97	$33.61	$88.58
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2024		$56.13	$34.45	$90.58
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2025		$57.29	$35.29	$92.58
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2026		$58.44	$36.14	$94.58
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)	5/1/2023		$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)	5/1/2023		$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)	5/1/2023		$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)	5/1/2023		$63.33	$37.68	$101.01
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2024		$64.80	$38.61	$103.41
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2025		$66.26	$39.55	$105.81
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2026		$67.73	$40.48	$108.21
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2023		$63.04	$37.59	$100.63

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 24-03342 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2024		$64.50	$38.53	$103.03
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2025		$65.97	$39.46	$105.43
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2026		$67.44	$40.39	$107.83
Painters - Line Stripping	12/1/2023		$42.10	$27.43	$69.53
Painters Class 2 (see notes)	2/1/2023		$48.82	$32.09	$80.91
Painters Class 2 (see notes)	2/1/2024		$49.57	$33.34	$82.91
Painters Class 3 (see notes)	2/1/2023		$59.78	$32.13	$91.91
Painters Class 3 (see notes)	2/1/2024		$60.53	$33.38	$93.91
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		$61.34	$40.28	$101.62
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2023		$64.00	$41.68	$105.68
Steamfitters (Heavy and Highway - Gas Distribution)	3/4/2024		$64.00	$41.83	$105.83
Steamfitters	5/1/2018		$56.37	$34.39	$90.76
Truckdriver class 1(see notes)	5/1/2022		$35.45	$20.74	$56.19
Truckdriver class 1(see notes)	5/1/2023		$36.14	$21.55	$57.69
Truckdriver class 2 (see notes)	5/1/2022		$35.55	$20.74	$56.29
Truckdriver class 2 (see notes)	5/1/2023		$36.24	$21.55	$57.79
Truckdriver class 3 (see notes)	5/1/2022		$35.80	$20.74	$56.54
Truckdriver class 3 (see notes)	5/1/2023		$36.49	$21.55	$58.04

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:

Attachment 4

pennsylvania
DEPARTMENT OF TRANSPORTATION

AFFIDAVIT RE

ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

State of)
)
) ss:
)
County of)

he has
being duly sworn according to law deposes and says that they have
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)

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_____

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I,_____, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

_____ _____

Authorized Representative Signature Date of Signature

MS-NCP

pennsylvania
DEPARTMENT OF TRANSPORTATION

_____ **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)

pennsylvania
DEPARTMENT OF TRANSPORTATION

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.**

610-560-7900
MALVERN OFFICE

QUOTE Date: 4/4/2024

Quote No: 8542024COSTAR
PLEASE REFER TO THE QUOTE #
WHEN PLACING AN ORDER

Allan Myers Materials is pleased to quote
WEST BRADFORD TOWNSHIP

2024 COSTARS

Located at: WEST BRADFORD
(nearest intersection) (city/township)

CONTACT: SCOTT ANDRESS FAX #/EMAIL: sandress@westbradford.org

Product	Plant / Quarry	Est Qty (Tons)	Item Price	Haul Rate	Delivered Price
9.5MM 64-22	Devault Asphalt	22	$67.85		
19MM 64-22	Devault Asphalt	22	$61.50		
25MM 64-22	Devault Asphalt	22	$59.25		
9.5MM 64-22	Coatesville Asphalt	22	$68.10		
19MM 64-22	Coatesville Asphalt	22	$62.50		
25MM 64-22	Coatesville Asphalt	22	$59.75		

Additional Charges:

RIP-RAP HAUL SURCHARGE (R4-R5 / CLASS 0 / CLASS I) *Will be added to above quoted haul rate	**$1.25**
RIP-RAP HAUL SURCHARGE (R6 / CLASS II) *Will be added to above quoted haul rate	**$2.50**
RIP-RAP HAUL SURCHARGE (R7-R8 / CLASS III) *Will be added to above quoted haul rate	**$4.00**
TRUCK RENTAL (HOURLY HAUL)	**$115.00/HR**
WAIT TIME	**$1.92/MIN**

SPECIAL CONDITIONS: NONE

TERMS & CONDITIONS:

1. **Quote expires 30 days from above quote date. Upon acceptance, quoted prices will be based on FOB or delivery on or before APRIL 30, 2024. FOB or delivery after APRIL 30, 2024 will be adjusted to reflect the Monthly Posted Asphalt Cement Price when compared to the Project Asphalt Cement Price of $562.00. * 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. For DOT projects that have material bonus available, Allan Myers will track the material lots and any accumulated bonus or penalty. The customer will cooperate in sharing pay factor information from the DOT with Allan Myers. Upon final project close out, all accumulated bonus and penalty will be summarized and the customer will pay Allan Myers for any Bonus due. If there is a net penalty for material at the end of the job, Allan Myers will issue a credit for that amount on the customer's account. If there are any disputes with the DOT on material results, the customer will cooperate with Allan Myers for any necessary resampling, retesting or request for reduced pay in an effort to minimize any liability to customer or Allan Myers. If there are any disputes with the DOT on material results, the customer will cooperate with Allan Myers.
3. Pricing may increase to reflect fuel escalations.
4. Quoted prices are based on delivery during normal business hours, unless special conditions have been agreed to in advance by Seller and Purchaser.
5. Material and price subject to availability at time of order. **Purchaser is RESPONSIBLE for correct mix type at time of placing order.**
6. 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.
7. 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.
8. 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.
9. 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.

10. 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.**
11. Sales tax will be added unless Seller receives the necessary certificate for exemption.
12. Purchaser may cancel an order in whole or in part and will reimburse the Seller for reasonable cost and expense.
13. 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.
14. **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.**
15. Delivery Haul Rates based on 20 ton minimum load.
16. 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.**
17. **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".**
18. Truck Rental: There will be an additional charge for RATED WORK (on-site projects) and ROCK-BODY TRUCKS.
19. Trucks working hourly at your site will be subject to a minimum of 30 minutes travel time.
20. **This quote does not provide a guarantee of transportation capacity at the quoted rates. Transportation services subject to availability at the time the service is requested.**
21. Asphalt Winter Charge: $3.50/ton will be charged for material supplied December 15th through March 15th.

Quoted By: _____
Robert Boland Iii
PHONE #: 484-678-9010

Accepted:

Date: _____

Signature: _____

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.