Amity Township Office: 2004 Weavertown Rd. Douglassville, Pa. 19518



Phone: 610-689-6000 Fax: 610-689-9870

2025 Road Project

ADDENDUM #1 – Issued 04/14/2025

Date Changes

- 1. Bids will be accepted until 10:00am on May 9, 2025.
- 2. Consideration for award will be at the regular meeting of the Board of Supervisors on May 21, 2025 at 7:00pm.

Updated pages of the bid packet can be printed.

Amity Township Office: 2004 Weavertown Rd. Douglassville, Pa. 19518



Phone: 610-689-6000 Fax: 610-689-9870

2025 Road Project

ADDENDUM #2 - Issued 04/16/2025

- 1. Added approximately 1,500 gallons of Sealcoating of roads in Cider Mill subdivision, to include entire road surface and curbline. Roads are defined on Attachment 1, item 15.
- 2. Revised language for Longitudinal Joints: Longitudinal Joints are to be sealed after placement of Ultra Thin material and cost is incidental to the Contract. Form butt joints only and compact with rollers. Seal the longitudinal Joint(s) for surface courses with hot PG 64S-22 asphalt cement at no additional cost to the Township.
- 3. Special Provisions were edited.
 - a. Saw Cut or Milled Paving Notch is required and incidental to paving item unless noted otherwise.
 - b. Full width pavement with one pass is not required.
 - c. Taper pavement the last 3 feet to curb is not required.

Pages of the contract have been highlighted to show these changes.

Changes by Addendum #1 on 4/14/2025 and Addendum #2 on 4/16/2025

AMITY TOWNSHIP 2025 Paving Project 25-06203-01

Sealed proposals will be received by the Board of Supervisors of Amity Township at the Township building located at 2004 Weavertown Road, Douglassville, PA 19518 until 10:00AM, prevailing time, on May 9, 2025.

Furnishing and placement of a total of 62,107 SY of Ultra-Thin Friction Course (Type B) as per SSP Average Daily Traffic <5000 for the following areas:

Glenwood Drive from Russell Avenue to Applewood Drive
Applewood Drive from Morlatton Road to Fair Meadow Drive
Fair Meadow Drive from Glenwood Drive to the cul-de-sac and cul-de-sac
Bramblewood Drive from Morlatton Road to cul-de-sac and cul-de-sac
Bramblewood Lane from Bramblewood Drive to cul-de-sac and cul-de-sac
Maplewood Drive from Morlatton Road to Bramblewood Drive
Maple Lane from Maplewood Drive to cul-de-sac and cul-de-sac
Meadowcrest lane from Aviemore Lane to cul-de-sac and cul-de-sac
Aviemore Lane from Old Swede Road to Pine Forge Road
Verdure Lane from Meadowcrest Lane to Meadowcrest Lane
Meadow Lane from Meadowcrest Lane to dead end
Wyndmead Lane from Meadowcrest Lane to Meadowcrest Lane
Rosewyn Lane from Verdure Lane to Wyndmead Lane
Felwick Lane from Pine Forge Road to Meadowcrest Lane

Furnish and placement of approximate total of 1,500 gallons of rubberized crack seal, per Pub 408 Section 469, ASTMD 6690 Type 1 Material for the following roads:

Meadowcrest Lane and cul-de-sac

Aviemore Lane

Verdure Lane

Meadow lane

Wyndmead Lane

Rosewyn Lane

Felwick Lane

Crack sealing on entire road surface and curbline in Cider Mill subdivision roads only.

Longitudinal Joints are to be sealed after placement of Ultra Thin material and cost is incidental to the Contract. Form butt joints only and compact with rollers. Seal the longitudinal joint(s) for surface courses with hot PG 64S-22 asphalt cement at no additional cost to the Township.

All bidders are required to review the proposed project with Public Works Foreman by calling 484-256-9107 who will sign off on the Special Provisions page. All bidders, contractors, and subcontractors must be PennDOT pre-qualified in the work described. Proof of prequalification required with bid submittal. Liquidated damages will apply at the rate of \$850.00 per calendar day, after 10/15/2025.

Each bid must be accompanied by bid security in the form of certified check, bank cashier's check, or bid bond, in required form, amounting to (10%) ten percent of the total base bid, payable to Amity Township.

Performance and Payment Bonds in the amount of 100% of the Contract award and Certificate of Insurance naming Amity Township as additionally insured on a primary and non-contributory basis shall be furnished by the successful bidder within 10 (ten) days after the contract is awarded.

Prevailing wages do not apply to this contract.

Consideration for award will take place at the regular meeting of the Amity Township Board of Supervisors to be held on Wednesday, May 21, 2025 at 7:00PM at the Township Building. Amity Township reserves the right to reject any and all bidders, to waive any defects or irregularities and to make such award as it appears most advantageous to the Township.

MS-944 (11-02)

3



PROPOSAL AND CONTRACT (WHEN EXECUTED)

INSTRUCTIONS ON PAGE 4

THIS PROPOSAL INCLUDES INSTRUCTIONS TO BIDDERS

A. DEP	OSIT OF PROPOSALS.	
AII	envelopes containing Bid proposals shall	Amity Township
	clearly marked "Bid Proposal for letting of	MUNICIPALITY (NAME & TYPE)
	May 9, 2025 ."	David March
	DATE	Pam Kisch SECRETARY
Se	aled Proposals will be received on or before	
	M on the above Letting Date.	2004 Weavertown Rd
TIMI		Douglassville, PA 19518
Б.		ADDRESS
	ds will be opened and read at approximately M , on the above Letting Date.	PROPOSALS MUST BE MAILED OR OTHERWISE
TIMI		DELIVERED TO THE ABOVE ADDRESS.
•		liver all materials (including Form CS-4171, odo and perform all work on the following project as
		of Prices (Attachment), in accordance with drawings
		mity Township as well as the supplements
		and/ or attached hereto and current PennDOT
	Specifications (Publication 408), except (a) bidders need not be prequalified by PennDOT
	(Sec.102.01), and (b) Marshall testing of b	ituminous paving materials is not required (Sec. 401).
	2 If designated as the successful bidder, the	contractor will begin work on the date specified in the
•	notice to proceed, or as otherwise provide	d in the special requirements, and will
	complete all work within see attachm	
;	Accompanying this proposal is a certified	check or bid bond in the amount of 10%
`	made payable to the municipality as a pro-	posal guarantee which, it is understood, will be
		ply with the requirements of the proposal.
B. PROP	OSAL OF:	
D. 1 101 1	JONE OF .	
	NAME / ADDRE	SS OF CONTRACTOR
	CONTRACTORS	CERTIFICATION
	hereby certified as follows:	
•	The only person interested in the proposal	as principal (s) is (are):
	Al	
2	None of the above persons are employees	s of the municipality.

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).

This proposal is made without collusion with any other person, firm or corporation.



ATTACHMENT 1

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

County:	Berks County	Municipality:	Amity Township	
		Project Number:	25-06203-01	

LOCATION OF WORK:

- 1. Glenwood Dr. from Russell Ave. to Applewood Dr. 1285' x 33' (4712SY)
- 2. Applewood Dr. from Morlatton Rd. to Fair Meadow Dr. 980 'x 33' (3593SY)
- 3. Fair Meadow Dr. from Glenwood Dr. to Cul-De-Sac1460' x 33' and 100'x100' (6464SY)

DESCRIPTION OF WORK:

Locations 1-3 Place Ultra-Thin Friction Course Type "B" srl "G" as per PUB 408 Section 489 Current edition. Joints required to be sealed as per PUB 408 after placement of Ultra Thin material and incidental to the Contract.

Approved QC plan and approved mix design required to be submitted to Municipality for review three weeks prior to start of work.

ESCALATOR CLAUSE: (if adopted by Municipality.)

Contract contains an Escalator Clause for quantities of bituminous material of less than 100 tons of asphalt cement including asphalt cement residue PennDOT Pub. 408, Section 110.04 will apply to quantities of bituminous materials greater than 100 tons of asphalt cement including asphalt cement residue. Bid Index 4/25

				SCHEDU	ILE OF PR	ICES			
1	Item No.	Approximate 2 Quantities	Unit 3	4	*Descripti	on		Unit 5 Price	Total 6
1		4,712	SY		riction Cour	se as per PUB 40	8		PROVINCE PROGRAMMENT OF THE PROPERTY OF THE PR
				Section 489)				
Later DATE (SAME)									
2		3,593	SY	Ultra Thin F	riction Cour	se as per PUB 40	8		
				Section 489)				
3		6,464	SY	Ultra Thin F	riction Cour	se as per PUB 40	8		
				Section 489)				
	SCRIPTION:							SUBTOTAL	
		T on wearing surf			SUBTOTA	L FROM OTHER	ATTAC	CHMENTS	
USE	OF CUTBAC	K ASPHALT IS P	ROHIBITE	ט		TOTAL AMO	UNT (OF BID	

BETWEEN MAY 1st AND OCTOBER 31st, EXCEPT AS NOTED IN BULLETIN NO. 25.

AS NOTED IN BULLETIN NO. 25.



ATTACHMENT 1

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

County:	Berks County	Municipality:	Amity Township	
		Project Number:	25-06203-01	

LOCATION OF WORK:

4. Bramblewood Dr. from Morlatton Rd. to Cul-De-Sac 620' x 33' and 100' x 100' (3384SY) 5. Bramblewood Ln. from Bramblewood Dr. to Cul-De-Sac 290' x 33' and 100' x 100'

(2174SY) 6. Maplewood Dr. from Morlatton Rd.to Bramblewood Dr. 1580'x33' (5794SY)

DESCRIPTION OF WORK:

Locations 4-6 Place Ultra-Thin Friction Course Type "B" srl "G" as per PUB 408 Section 489 Current edition. Joints required to be sealed as per PUB 408 after placement of Ultra Thin material and incidental to the Contract.

Approved QC plan and approved mix design required to be submitted to Municipality for review three weeks prior to start of work.

ESCALATOR CLAUSE: (if adopted by Municipality.)

Contract contains an Escalator Clause for quantities of bituminous material of less than 100 tons of asphalt cement including asphalt cement residue PennDOT Pub. 408, Section 110.04 will apply to quantities of bituminous materials greater than 100 tons of asphalt cement including asphalt cement residue. Bid Index 4/25

	Item	Approximate	Unit		*Descripti	on	Unit	Total
1	No.	2 Quantities	3	4			5 Price	6
4		3,384	SY	Ultra Thin	Friction Cour	se as per PUB 408		
				Section 4	89			
		10.474						
5		2,174	SY			se as per PUB 408		
				Section 4	89			
6		5,794	SY	Ultra Thin	Friction Cour	se as per PUB 408		
				Section 4	89			
DES	SCRIPTION:						SUBTOTAL	
Vlust	include AD	T on wearing surf			SUBTOTA	L FROM OTHER ATT		
		CK ASPHALT IS PI 1st AND OCTOBE				TOTAL AMOUN	T OF BID	

Addendum #2



ATTACHMENT 1

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

County:	Berks County	Municipality:	Amity Township	
		Project Number:	25-06203-01	

LOCATION OF WORK:

- 7. Maple Ln. from Maplewood Dr. to Cul-De-Sac 235' x 33' and 100' x 100' (1973SY)
- 8. Meadowcrest Ln. from Aviemore Ln. to Cul-De-Sac 3780' x 33' and 100' x 100' (14971SY) 9. Aviemore Ln. from Old Swede Rd. to Pine Forge Rd. 1525' x 33' (5592SY)

DESCRIPTION OF WORK:

Locations 7-9 Place Ultra-Thin Friction Course Type "B" srl "G" as per PUB 408 Section 489 Current edition. Joints required to be sealed as per PUB 408 after placement of Ultra Thin material and incidental to the Contract.

Approved QC plan and approved mix design required to be submitted to Municipality for review three weeks prior to start of work.

ESCALATOR CLAUSE: (if adopted by Municipality.)

Contract contains an Escalator Clause for quantities of bituminous material of less than 100 tons of asphalt cement including asphalt cement residue PennDOT Pub. 408, Section 110.04 will apply to quantities of bituminous materials greater than 100 tons of asphalt cement including asphalt cement residue. Bid Index 4/25

Item	Approximate	Unit	*Description	Unit	Total
1 No.	2 Quantities	3	4	5 Price	6
7	1,973	SY	Ultra Thin Friction Course as per PUB 408		
			Section 489		
3	14,971	SY	Ultra Thin Friction Course as per PUB 408		
			Section 489		
9	5,592	SY	Ultra Thin Friction Course as per PUB 408 Section 489		
			Section 409		
DESCRIPTION	N:			SUBTOTAL	

BETWEEN MAY 1st AND OCTOBER 31st, EXCEPT AS NOTED IN BULLETIN NO. 25.

AS NOTED IN BULLETIN NO. 25.



ATTACHMENT 1

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

County:	Berks County	Municipality:	, Amity Township	
		Project Number:	25-06203-01	

LOCATION OF WORK:

- 10. Vendure Ln. from Meadowcrest Ln. to Meadowcrest Ln. 1660' x 33' (7198SY)
- 11. Meadow Ln. from Meadowcrest Ln. to dead end 135' x 33' (495SY)
- 12. Wyndmead Ln. from Meadowcrest Ln. to Meadowcrest Ln. 920' x 33' (3374SY)

DESCRIPTION OF WORK:

Locations 10-12 Place Ultra-Thin Friction Course Type "B" srl "G" as per PUB 408 Section 489 Current edition. Joints required to be sealed as per PUB 408 after placement of Ultra Thin material and incidental to the Contract.

Approved QC plan and approved mix design required to be submitted to Municipality for review three weeks prior to start of work.

ESCALATOR CLAUSE: (if adopted by Municipality.)

Contract contains an Escalator Clause for quantities of bituminous material of less than 100 tons of asphalt cement including asphalt cement residue PennDOT Pub. 408, Section 110.04 will apply to quantities of bituminous materials greater than 100 tons of asphalt cement including asphalt cement residue. Bid Index 4/25

				SCHED	ULE OF PR	ICES			
	Item	Approximate	Unit		*Descripti	on	l	Jnit	Total
1	No.	2 Quantities	3	4			5 F	Price	6
10		7,198	SY	The same of the sa		se as per PUB 408	3		
				Section 48	39			/CCC//CCC///CCC///CCC//CCC///CCC///CCC///CCC//CCC///CCC	
11		495	SY	I litra Thin	Friction Cour	se as per PUB 408	2		
		1		Section 48	Mary transfer of the Control of the	se as per 1 0D 400			
12		3,374	SY	Ultra Thin Section 48		se as per PUB 408	3		
				Section 46					
	CRIPTION:	TO STATE OF THE PARTY OF THE PA					SUBT	OTAL	
		on wearing surf		_	SUBTOTA	L FROM OTHER A	ATTACHME	NTS	
		K ASPHALT IS PI st AND OCTOBE				TOTAL AMO	UNT OF BII)	



ATTACHMENT 1

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

County:	Berks County	Municipality:	Amity Township	
_		Project Number:	25-06203-01	

LOCATION OF WORK:

- 13. Rosewyn Ln. from Verdue Ln. to Wyndmead Ln. 450' x 33' (1650SY)
- 14. Felwick Ln. from Pine Forge Rd. to Meadowcrest Ln. 200' x 33' (733SY)

DESCRIPTION OF WORK:

BETWEEN MAY 1st AND OCTOBER 31st, EXCEPT

AS NOTED IN BULLETIN NO. 25.

Locations 13-14 Place Ultra-Thin Friction Course Type "B" srl "G" as per PUB 408 Section 489 Current edition. Joints required to be sealed as per PUB 408 after placement of Ultra Thin material and incidental to the Contract.

Approved QC plan and approved mix design required to be submitted to Municipality for review three weeks prior to start of work.

ESCALATOR CLAUSE: (if adopted by Municipality.)

Contract contains an Escalator Clause for quantities of bituminous material of less than 100 tons of asphalt cement including asphalt cement residue PennDOT Pub. 408, Section 110.04 will apply to quantities of bituminous materials greater than 100 tons of asphalt cement including asphalt cement residue. Bid Index 4/25

	Item	Approximate	Unit		*Descripti	on	Unit	Total
1	No.	2 Quantities	3	4			5 Price	6
13		1,650	SY			se as per PUB 408		
	WWW.			Section 489	9			
14		733	SY			se as per PUB 408		
MARK COMPONENTS OF	examination of the same of the			Section 489	9			
DE	COUDTION						OUDTOTAL	
	SCRIPTION include AF	: OT on wearing surf	aces		CUDTOTA	L EDOM OTHER ATT	SUBTOTAL	
		CK ASPHALT IS P		D	SOBIOIA	L FROM OTHER ATT		
		1ot AND OCTORE				TOTAL AMOUN	I OF BID	

HIS PORTION TO BE COMPLETED BY THE MUNICIPALITY

ATTACHMENT 1 TO MS - 944 (PROPOSAL AND CONTRACT MS - 944) County: Berks County

Municipality:	Amity Township	
Project Number:	25-06203-01	

DESCRIPTION OF WORK:

Furnish labor and materials for approximately 1,500 gallons of rubberized cracksealing per PUB 408 Section 469. ASTMD 6690 Type I Material for entire road surface and curbline in Cider Mill subdivision only.

LOCATION OF WORK:

Meadowcrest Ln. from Aviemore Ln. and cul-de-sac Aveimore Ln. from Old Swede Rd to Pine Forge Rd. Verdure Ln. from Meadowcrest Ln. to Meadowcrest Ln. Meadow Ln. from Meadowcrest Ln. to dead end. Wyndmead Ln. from Meadowcrest Ln. to Meadowcrest Ln. Rosewyn Ln. from Verdure Ln. to Wyndmead Ln.

Felwick Ln. from Pine Forge Rd. to Meadowcrest Ln.

Contract contains an Escalator Clause for quantities of bituminous material of less than ESCALATOR CLAUSE: (if adopted by Municipality.)

100 tons of asphalt cement including asphalt cement residue PennDOT Pub. 408, Section 110.04 will apply to quantities of bituminous materials greater than 100 tons of asphalt cement including asphalt cement residue. Bid Index 4/25

		_		SCHEDI	JEE OF PRICES			1
	Item	Approximate	Unit		*Description		Unit	Total
1	No.	2 Quantities	3	4			5 Price	6
5		1,500	Gallons		crack seal as Pub 4	08 Section 469		
				ASTMD 669	0 Type I Material			
a large man								
-								
-								
				<u> </u>				
	CRIPTION:				A-2		SUBTOTAL	-
		T on wearing surfa		_	SUBTOTAL FRO	OM OTHER ATTA	CHMENTS	
		CK ASPHALT IS PE			1	TOTAL AMOUNT	OF BID	

BETWEEN MAY 1st AND OCTOBER 31st, EXCEPT AS NOTED IN BULLETIN NO. 25.

Addendum #2

(8-00)

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.
	(PA. DEPART. Of TRANS. Publication 203, WORK ZONE TRAFFIC CONTROL, CURRENT EDITION.)
X	Delivery tickets for all materials.
X	CS-4171 Certificate of Compliance required for all materials.
X	Notify the Municipality Five working days prior to start of project.
X	Work to be completed on or before 10/15/2025. After 10/15/2025 Liquidated damages apply at

the rate of \$ 850.00 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. Tack Coat required per Section 460, or 409 for superpave, of Specifications 408 and is incidental to paving item unless noted otherwise.

Prime Coat required per Section 461 of Specifications 408.

Bituminous Seal on all abutting pavement and curbs required.

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

 Scratch/ Leveling Courses to be placed at the discretion of appointed inspector(s).

 Full width pavement with one pass required.
- 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.

- X Municipality reserves the right to procure material which best suits their requirements after all bids and items are reviewed.
- X Completion of NON-COLLUSION AFFIDAVIT required.
- 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.
- X 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 401 except Marshall Testing or for superpave Section 409 except for superpave volumetric testing.
- X Notice to Proceed will be issued upon receipt of all required documents.
- X Final Completion Certificate & Notice of Completion required.
- X Future award of Contract will be based on quality of work as determined by the municipality.
- X Contractor, notify all residents of pending work to be performed.
- X Township reserves the right to limit work/remove locations of work based upon budget constraints.
- X A Bituminous Price Adjustment Applies to this contract. Bid Index 4/25
- X All work to follow as per PUB 408 Currrent Edition.
- X All Locations Average Daily Traffic (ADT) is <5000.
- X Quality Control plan and Job Mix Formula approval required prior to start of work.

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	
		Amity Township	
Company		Municipality	

PROPOSAL AND CONTRACT INSTRUCTIONS- FORM 944

- 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 ID2, FJ1, FB1, BCBC, 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.
- 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 \$200.00 per additional working day.

 (OR "... as set forth in the attached schedule.")
- Payment and Performance bonds are provided only by the successful bidder. Contracts under \$5,000 bonds must be in 50 % of the contract amount. Contracts in excess of \$5,000 bonds must be in 100 % of the amount of 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 \$25,000, are subject to the provisions of the Pennsylvania Prevailing Wage Act 442. It is the responsibility of the municipality to obtain the Prevailing Wage Scale for the area and include it in the proposal. If the Prevailing Wage Act applies, this fact shall be noted in the advertisement.
 - On projects utilizing Federal Revenue Sharing Funds, if the project cost exceeds \$2,000 and is financed with 25% or more Federal Revenue Sharing Funds, the Davis Bacon Act applies. Again it is the responsibility of the municipality to obtain the Davis Bacon Wage Rates, include them in the proposal and note the fact in the advertisement. If both acts are applicable, The Davis Bacon Act has preference over the Pennsylvania Prevailing Wage Act.
- 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)

MS-944-S (3-01) (REPRODUCE LOCALLY) Attachment 2



PERFORMANCE BOND (With Corporate Surety)

KNOW ALL WEN BY THESE PRESENTS, That we,					
	(NAME AND ADDRESS OF CONTI	RACTOR)			
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 o	of			
(NAME OF MUNICIPA) d-II			
	(\$) dollars			
lawful money to the United States of America, to be paid to the above Municip					
made, we bind ourselves, our heirs, executors, administrators, successors and	assigns, jointly and severally, lifting by these	presents.			
WHEREAS, the above bounden Principal has entered into a contract the undertaking of certain obligations as therein set forth.	with the above Municipality, bearing even date	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.	ontract, including the Specifications and conditi pecifications as therein provided, and shall well forth, then this Obligation shall be void, but oth	ions referred I and truly, and in nerwise the same			
It is further provided that any alteration which may be made in the ter approval of the Municipality or the Principal to the other, shall not in any way re their heirs, executors, administrators, successors or assigns from their liability forebearance being hereby waived.	elease the Principal and the Surety or either or hereunder, notice to the surety of any such alte	any of them, eration or			
IN WITNESS WHEREOF, the said Principal and Surety have duly ex	ecuted this Bond under Seal, pursuant to due a	and legal action			
authorizing the same to be done on (DATE OF BONE					
PLACE SEAL Attest / Witness:	CONTRACTOR				
HERE /	CONTRACTOR				
BY					
	TITLE:				
TITLE:					
A44-4 / \A64					
PLACE Attest / Witness:	SURETY COMPANY				
SEAL					
HERE					
	TITLE:				
TITLE:					
==:					



KNOW ALL MEN BY THESE PRESENTS, that we	
as PRINCIPAL and	
a corporation incorporated under the laws of the State of held and firmly bond unto the	as SURETY, are , in the full and just sum of
United States of America, to be paid to the said payment well and truly to be made, we bind ourselves, our he	
successors and assigns, jointly and severally, firmly by these	e presents.
WHEREAS, the above bounden Principal has entered municipality hereinafter called Obligee, bearing even date he certain section of highway or bridge in said Municipality considerations.	rewith, for the improvement of a
for approximately the sum of:	(\$) dollars.
NOW, THEREFORE, the condition of this obligation is PRINCIPAL shall and will promptly pay or cause to be paid in due by contract or otherwise, to any individual, firm, partnersh material furnished or labor supplied or performed in the prosessaid for material or labor entered into and became componer equipment used and services rendered by public utilities in, of such work, then this obligation to be void, otherwise to remain The PRINCIPAL and SURETY, hereby, jointly and set that any individual firm, partnership, association or corporation furnished material in the prosecution of the work as provided been paid in full therefor, may sue in assumpsit on this Paymand may prosecute the same to final for such sum or sums a nave execution thereon. Provided, however, that the Obligee any costs of expenses of such suit. RECOVERY by any individual, firm, partnership, associated by the provisions of the "Public Works Contractors approved December 20, 1967,P.L. 869, which Act shall be intereof, as fully and completely as though its provisions were lit is further provided that any alterations which may be an the work to be done or materials to be furnished or labor to the giving by the Obligee of any extension of time for the perforebearance on the part of either the Obligee or the Principal release the PRINCIPAL and the SURETY or SURETIES of an orebearance being hereby waived. IN WITNESS WHEREOF, the said PRINCIPAL and Sunder seal this	full all sums of money which may be nip, association or corporation, for all ecution of the work, whether or not the parts of the work and for rental of the prin connection with the prosecution of nin full force and effect. Verally, agree with the Obligee herein ni, which has performed labor or and any public utility which has not ent Bond in his, their, or its own name is may be justly due him, them or it, and shall not be liable for the payment of aciation or corporation hereunder shall a Bond Law of 1967", Act No. 385, corporated herein and made a part fully and at length herein recited. The made in the terms of the contract or to be supplied or performed under it or formance of the contract or any other all to the other, shall not in any way my such alteration, extension of a URETY have duly executed this Bond
PLACE SEAL HERE WITNESS:	RACTOR
BY:	
TITLE: TITLE	:
WITNESS: PLACE SEAL HERE	TY COMPANY
TITLE: TITLE	

PENNDOT

AFFIDAVIT RE

ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

State of)))	ss:		
County of	being (e ylut	worn according to law deposes and s	he has ays that they have it has
accepted th	e provisions of the Workmen's Compensation Ad	t of 1	915 of the Commonwealth of Pennsy	lvania, with
its supplem	has his ents and amendments, and have insured their lia its	bility t	thereunder in accordance with the ter	ms of said
Act with _	(SURETY COI	MPAN	· · · · · · · · · · · · · · · · · · ·	
	(00.1200.		,	
			(TYPE OR PRINT)	CONTRACTOR
		BY		
		51,	SIGNATURE	
	Sworn to and subscribed before me this	lay of	A.D. 20	
			SIGNATURE	
			My Commission Expires	(DATE)

D-7126 (3-01)

ANTI-COLLUSION AFFIDAVIT

and the same		(County	Berks County
PE: INITIOT		Ī	Municipality _	Amity Township
		I	Project Number	25-06203-01
State of			Fed. Project No.	Applicable)
County of			(If	Applicable)
	The undersigned de	oonent deposes and says	that he is the	
of the		Com	npany; that he is a	authorized to make this
affidavit on be	ehalf of said company	in compliance with sectio	n 102.06 (e) of D	epartment Specifications,
Publication 40	08, as amended and t	nat the said company has	not, either direct	ly or indirectly, entered
into any agree	ement, participated in	any collusion, or otherwis	e taken any actic	n in restraint of free
competitive b	idding in connection v	ith such contract.		
			(Contractor)	
	ВҮ			
	Sworn to and subs	cribed before me the ur	idersigned notai	y public this
	day of			
		Notar	y Public	
			y i ubilo	
		My Commission expires		



Amity	Township	
/ MITTILY	1 O VYI I O I II P	

MUNICIPALITY

NOTICE OF COMPLETION

IN R	EFERENCE TO PROJECT # 25-06203-01
Name of Contractor	
final pavement inspe	k as specified on the above numbered contract is completed and ection has been made by the contractor and municipality in terms of the contract awarded.
DATE OF AWARD	
	Signature of Municipality
	Signature of Contractor
Both copies of this for pavement restoration	m to be filled by the Contractor-Municipality on completion of final
	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.
*DATE	Authorized Agent for the Municipality
* The contractor is reperiod of one year fr	esponsible for maintenance of permanent pavement repairs for a com this date.

S-41	171(1-02)		
	F		DEPARTMENT OF TRANSPORTATION
•	COUNTY:	♦ MIN	CERTIFICATE OF COMPLIANCE OCCUPANTY TO THE PROPERTY OF THE P
	•	(To be completed by the	ICIPALITY
	I / WE hereby o	ertify that the material lis	sted on line 5 was Manufactured, Fabricated, Coated, Precasted, Produced (Circle one)
	by	2)	anufacturer, Fabricator, Coater, Precaster or Producer)
			t the material(s) on line 5 meets the requirements of
	Publication 4	.08, Section(s),	
	AASHTO, AS	TM, Federal or other des	signation
	The material I	isted below is being ship	oped to(Company Name)
	LOT NO.	QUANTITY	APPROVED MATERIAL AS LISTED IN BULLETIN # 14 or 15. BULLETIN # 41 or 42 PRODUCERS, LIST HMA / PCC JMF.
		100	
	product and all have occurred i 106.03(b)3. Not	manufacturing process n the United States and te: While coating materia	from the manufacturer(s) of any steel or iron materials contained in our uses including coatings application (e.g., epoxy, galvanizing, or painting) we are maintaining copy(s), in our files in accordance with Section als themselves are not covered by Buy America, the application of ecur in the United States.
		VENDOR CLAS	SSIFICATION - CHECK ONE BLOCK ONLY
	Listed in Bulletin Bulletin # 14, 41 of I certify that the a	# 15, or Producer Listed in or 42 Also, complete line 9 above statements are true a knowledge, fairly and accu	Precaster # 2 Distributor, Supplier or * Private Label Company n Not Listed in Bulletin # 15. and I certify that the material being supplied is one and the urately same as provided to us by the manufacturer listed on and quantities listed above are accurate.
			TITLE :
			DATE:
	After completing A copy of the C Also, if you rec	g the Certificate of Complertificate of Compliance eive material shipment ompliance forms must be verification by a Departm	(s) documented above:
	* Private La as listed in Bu	bel Companies must id	lentify the true manufacturer (Line 2) and the approved material (Line 5)