

LOWER MILFORD TOWNSHIP

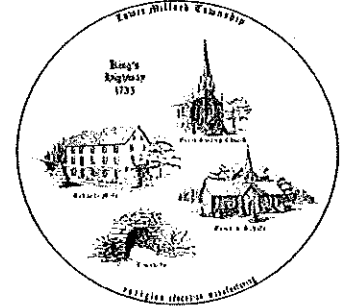
--BOARD OF SUPERVISORS--

7607 Chestnut Hill Church Road

Coopersburg, PA 18036

Telephone (610) 967-4949

Fax (610) 967-1013



Board Members:

Timothy E. Cogle, Chair
Susan L. LaBrie, Vice Chair
Jason V. Flexer, Supervisor

BID NOTICE

Sealed proposals will be received by Lower Milford Township, Second Class of Lehigh County, until Noon and opened at approximately 6:30 PM on Thursday, June 4, 2026 during a public meeting located at the Township Building, 7607 Chestnut Hill Church Road, Coopersburg, PA 18036 for the following:

Rubberized Crack Seal, per PennDOT Pub. 408, Section 469, per pound price for an estimated 2,500 lbs.

Cape Seal, per PennDOT Pub. 447 Section MS 0340-0010, consisting of an application of a Single Seal Coat followed by a Type II Slurry, per square yard price for approximately 12,564 square yards.

1000 Ton S2A Subbase
500 Ton AS2 Anti-Skid
500 Ton R-4 Rock Liner
500 Ton R-6 Rock Liner
500 Ton R-8 Rock Liner
1000 Ton DSA

Alternate Bids are being accepted for the following:

Double Bituminous Seal Coat using a Polymer Modified Emulsion and #8 stone with a 1.0% loss by wash, surface category condition "C", ADT <100 followed by a Type II Slurry Seal, per square yard price for approximately 9,517 square yards.

Type II Slurry Seal, per PennDOT Pub. 408 Section 483, per square yard price for approximately 16,873 square yards.

All quantities are an estimation. A non-collusion affidavit must be submitted by each bidder. Proposals must be submitted upon the forms furnished by the Township. The bid must be accompanied by a certified check or bid bond in the amount of 10% of the made payable to the Municipality. A performance bond or certified check in the amount of 100% of the contract shall be furnished by the successful bidder within 20 days of contract award for in-place bids. Liquidated damages apply at the rate of \$975.00 per additional calendar day.

Proposal forms and specifications may be obtained at the Township Office, 7607 Chestnut Hill Church Road, Coopersburg, PA 18036 between 8 AM and 4 PM, Monday through Friday or online at lowermilford.org. Lower Milford reserves the right to reject any proposals.

Elizabeth Lembach
Lower Milford Township
Township Manager



**PROPOSAL & CONTRACT
(WHEN EXECUTED)**

(THIS PROPOSAL INCLUDES
INSTRUCTIONS TO BIDDERS)

A. DEPOSIT OF PROPOSALS.

All Enveloped containing Bid proposals shall
Be clearly marked "**Road Bid Proposal
for Letting of June 4, 2026**"

Date

Lower Milford Township
Municipality Name and Type

610-967-4949
Telephone

Elizabeth Lembach
Secretary

Sealed Proposals will be received on or before
12:00 P.M., on June 4, 2026

Time and Date

7607 Chestnut Hill Church Road
Address

Bids will be opened and read at approximately
6:30 PM, on June 4, 2026

Time and Date

Coopersburg, PA 18036
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, TR-465 Daily Bituminous Mixture Certification or other form pre-approved by PennDOT) 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 the **Lower Milford Township** Municipal Building at the above address. As well as the supplements and special requirements contained herein and/or attached hereto and current PennDOT specifications (Publication 408), **bidders need to be prequalified by PennDOT (Sec. 102.01).**
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 on or before **August 31, 2026**. If all work is not completed on time, liquidated damages will be assessed at the rate of **\$975.00** per additional calendar day.
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 requirement of the proposal.

B. PROPOSAL OF: _____

Name of Contractor

Address

CONTRACTOR'S CERTIFICATION

It is hereby certified as follows:

1. The only person(s) interested in this 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 prices 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 contractor 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 Work's Contractors' Bond Law of 1967; and an affidavit accepting the provisions of the Workmen's Compensation Act of 1915, as amended.

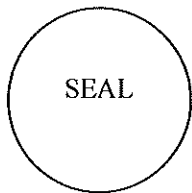
7. "The parties agree that the relationship between the Contractor and the Municipality is one of independent contractor and not the employer/employee and that the individual employees of the Contractor who will be performing the work pursuant to this contract are not employees of the Municipality. Contractor hereby certifies, represents and warrants to the Municipality that all persons performing any aspect of the work pursuant to this Contract who are required to have commercial driver's license are subject to a program for drug and alcohol testing in accordance with the Omnibus Transportation Employee Testing Act of 1991 and the federal regulations adopted pursuant thereto."

Contractor

WITNESSED OR ATTESTED BY:

BY: _____
Title (Seal)

Title



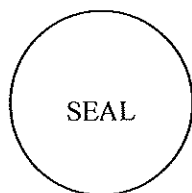
TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED

ACCEPTED ON: _____
Date

Municipality

ATTESTED BY:

Title



BY: _____
Title

Title

Title

ATTACHMENT #1

THIS PORTION TO BE COMPLETED BY THE MUNICIPALITY

LOCATION OF WORK:

See List of Roads on Attachment 1-A

DESCRIPTION OF WORK:

As indicated below and in Attachments 1-A

ESCALATOR CLAUSE: (If adopted by the Municipality)

Contract contains an Escalator Clause for quantities of bituminous material of less than 100 tons of asphalt cement including asphalt cement residue contained in emulsions or cutbacks. PennDOT Pub. 408, Section 110.04 will apply to quantities of bituminous materials greater than 100 tons of asphalt cement including asphalt cement residue contained in emulsions or cutbacks. (See Attachment 1-A for more information)

SCHEDULE OF PRICES

1. Item No.	2. Approximate Quantities	3. Units	4.*Description	5. Unit Price	6. Total
			BASE BID ROADS		
1.	2,500	LBS	RUBBERIZED CRACK SEAL, Per PENNDOT PUB 408, Section 469. See Locations on Attachment 1-A		
2.	5,260	SY	T-454 CRESTED ROAD CAPE SEAL per PUB 447, Section MS 0340-0010 consisting of an application of a SINGLE Seal Coat followed by a Type II Slurry		
3.	6,056	SY	T-455 KNOLL ROAD CAPE SEAL per PUB 447, Section MS 0340-0010 consisting of an application of a SINGLE Seal Coat followed by a Type II Slurry		
4.	1,248	SY	T-456 HILL ROAD CAPE SEAL per PUB 447, Section MS 0340-0010 consisting of an application of a SINGLE Seal Coat followed by a Type II Slurry		
*DESCRIPTION Must include ADT on Wearing surfaces. USE OF CUTBACK ASPHALT IS PROHIBITED BETWEEN MAY 1 st and OCTOBER 31 st EXCEPT AS NOTED IN BULLETIN NO. 25.				SUBTOTAL	
				SUBTOTAL(S) FROM OTHER ATTACHMENT(S)	
				TOTAL AMOUNT OF BID	

ATTACHMENT #1

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See List of Roads on Attachment 1-A

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SCHEDULE OF PRICES

1. Item No.	2. Approximate Quantities	3. Units	4.*Description	5. Unit Price	6. Total
ALTERNATE BID ROADS					
A1.	3,689	SY	<u>T-445 CYMUN DRIVE</u> Double Bituminous Seal Coat using a Polymer Modified Emulsion and #8 Stone with a 1.0% Loss by Wash, Surface Category Condition "C", ADT <100 followed by a Type II Slurry Seal		
A2.	2,635	SY	<u>T-446 DYLAN DRIVE</u> Double Bituminous Seal Coat using a Polymer Modified Emulsion and #8 Stone with a 1.0% Loss by Wash, Surface Category Condition "C", ADT <100 followed by a Type II Slurry Seal		
A3.	3,193	SY	<u>T-444 BRYN DRIVE</u> Double Bituminous Seal Coat using a Polymer Modified Emulsion and #8 Stone with a 1.0% Loss by Wash, Surface Category Condition "C", ADT <100 followed by a Type II Slurry Seal		
A4.	7,170	SY	<u>T-475 ROSEWOOD DRIVE</u> Type II Slurry Seal Per PennDOT 408 Sec 483.		
A5.	3,003	SY	<u>T-476 MAPLEWOOD DRIVE</u> Type II Slurry Seal Per PennDOT 408 Sec 483		
A6.	6,700	SY	<u>T-477 PINOAK DRIVE</u> Type II Slurry Seal Per PennDOT 408 Sec 483		
*DESCRIPTION Must include ADT on Wearing surfaces. USE OF CUTBACK ASPHALT IS PROHIBITED BETWEEN MAY 1 st and OCTOBER 31 st EXCEPT AS NOTED IN BULLETIN NO. 25.				SUBTOTAL	
				SUBTOTAL(S) FROM OTHER ATTACHMENT(S)	
				TOTAL AMOUNT OF BID	

ATTACHMENT 1-A**SPECIFICATIONS AND SPECIAL PROVISIONS TO CONTRACT MS-944
CONTAINS IMPORTANT INFORMATION FOR THE CONTRACTOR**

The Prime Contractor and Subcontractors must comply with all of the following provisions:

TRAFFIC CONTROL

- Traffic Control and Safety Devices to be provided by the Contractor. (Maintenance and Protection of Traffic to comply with current **MUTCD, PennDOT Publication 212 and PennDOT Publication 213.**)
- The Contractor may close roads where practical and must provide all road closed and detour signs as per Pub. 213. Road closures must be pre-approved by the Township Roadmaster or his Representative.
- A Traffic Control plan must be submitted and approved by the Township 5 calendar day prior to the start of the project. The plan shall include: The number of flaggers, traffic control signs, road closed signs, or detour signs.

GENERAL

- **Bidders should review the proposed project with the Township. For further information contact Daniel Wisser at 610-967-4949 between the hours of 7:00 a.m. to 3:30 p.m. Monday through Friday.**
- A pre-construction meeting will be mandatory and the Contractor's and Sub-Contractor's on site foreman must attend. The successful Contractor will schedule this meeting with the Township at least 5 calendar days prior to the start of the project.
- Delivery tickets required for all materials used on the project.
- CS-4171 Certificate of Compliance required for all materials.
- **The Bidder must supply certified truck weight slips for bituminous material and aggregate used on the job.**
- **No payments will be made until the bidder has supplied all required designs, delivery slips and certifications.**
- The Contractor shall notify the Municipality 5 calendar days prior to the start of the project.
- Work schedule must be coordinated with the Municipality and must be completed on or before **August 31, 2026.** If all work is not completed on time, liquidated damages will be assessed at the rate of \$975.00 per additional calendar day.
- **Bidders and their Sub-Contractors must be PennDOT pre-qualified for Work Class Code "F4" Bituminous Surface Treatments, Seal Coats and must supply proof of pre-qualification with their bid or upon request.**
- Roadway to be power broomed by the Contractor prior to start of project.
- Excess construction materials are to be removed by the Contractor.
- Municipality will inspect the project.
- Need Bill of Lading for each shipment of bituminous material per Section 702.1(c) of PENNDOT Specifications Form 408.
- Municipality reserves the right to limit work completed.
- **Completion of NON-COLLUSION AFFIDAVIT required.**
- Incidental preparation and clean up required. (Project Construction Materials)
- Contractor is responsible for defects that occur within one year of applications.
- **MS-NCP Final Completion Certificate and Notice of Completion is required.**
- Future award of Contracts will be based on quality of work as determined by the Municipality.
- The Contractor shall verify the employment eligibility of each new employee hired after January 1, 2014 and submit the Commonwealth Public Works Employment Verification Form ("Form") included in the bid package attachments to the Municipality.
- **Contractor to supply proof of CDL Drug and Alcohol Compliance upon award of the bid.**
- The successful bidder must provide a 100% Performance Bond and a 100% Payment Bond within 20 days of the award
- The Municipality intends to award the contract to one bidder; bidders need to bid on all items.
- The Municipality reserves the right to accept or reject any and or all proposals or portions thereof, and to delete projects and or portions of the project depending on budgetary constraints and also to waive any technicalities deemed to be in the best interest of the Township.

ATTACHMENT 1-A**SPECIFICATIONS AND SPECIAL PROVISIONS TO CONTRACT MS-944
CONTAINS IMPORTANT INFORMATION FOR THE CONTRACTOR****SEAL COAT**

- The Contractor will provide the Municipality with a PENNDOT Approved Bituminous Seal Coat Design using the methods in Appendix E of Bulletin 27 at least 5 days prior to beginning work. Bituminous Application Range is .20 to .50 gallons per square yard and Stone Application Range is 15 to 25 pounds per square yard; the actual rate will be determined by the seal coat design, **ADT counts** will be provided by the Municipality, **surface category conditions** to be provided by the Municipality.
- The contractor is to place Double Seal Coat in conformance with PENNDOT Pub.408, Section 470. The Contractor will provide a bill of lading and a signed CS-4171 for each load of bituminous material and delivery tickets and a daily signed CS-4171 for each day's placement of stone.
- Use of a rubber tire roller is required.
- Oil samples required from each lot of bituminous material. Samples to be collected by the Contractor. Minimum sample frequency (1) One quart: A.M. and P.M. per day. Collections of the samples are to be witnessed by the Municipality and samples are to be retained by the Municipality. (Oil samples must be placed in an approved type container that is compatible with the oil sample.)
- At least (3) three random stone samples are to be collected by the Contractor on the project site. Collection of the samples are to be witnessed by the Municipality and samples are to be retained by the Municipality.
- The Contractor will provide all sample containers or sample bags.

CAPE SEAL

- The Contractor will provide the Municipality with a PENNDOT Approved Bituminous Seal Coat Design using the methods in Appendix E of Bulletin 27 at least 5 days prior to beginning work. Bituminous Application Range is .20 to .50 gallons per square yard and Stone Application Range is 15 to 25 pounds per square yard; the actual rate will be determined by the seal coat design, **ADT counts** will be provided by the Municipality, **surface category conditions** to be provided by the Municipality. Design shall be for a Double or Single Seal Coat as per the bid documents.
- The contractor is to place a Single Bituminous Seal Coat in conformance with PENNDOT Pub.408, Section 470. The Contractor will provide a bill of lading and a signed CS-4171 for each load of bituminous material and delivery tickets and a daily signed CS-4171 for each day's placement of stone.
- Use of a rubber tire roller is required.
- Oil samples required from each lot of bituminous material. Samples to be collected by the Contractor. Minimum sample frequency (1) One quart: A.M. and P.M. per day. Collections of the samples are to be witnessed by the Municipality and samples are to be retained by the Municipality. (Oil samples must be placed in an approved type container that is compatible with the oil sample.)
- At least (3) three random stone samples are to be collected by the Contractor on the project site. Collection of the samples are to be witnessed by the Municipality and samples are to be retained by the Municipality.
- The Contractor will provide all sample containers or sample bags.
- Type II Slurry Seal Application to be performed per PennDOT Publication 408, Section 482.
- Surface to be prepared per the above section along with Section 413.3(g)1 and to the satisfaction of the township representative prior to placing slurry seal.
- The Contractor to provide a bill of lading and a signed CS-4171 for each load of bituminous material and delivery tickets along with a signed CS-4171 for each day's placement of stone.

RUBBERIZED CRACK SEAL

- Per PennDOT Pub 408, Section 469
- Rubberized Crack Seal to be applied on all roads prior to Seal Coat being placed. All cracks to be cleaned, dried, and all loose debris removed prior to placing sealing material.
- All cracks must be blown out using compressed air of at least 100 psi minimum.
- Ambient temperature must be between 40F and 90F to place sealant.
- Contractor to meet with Delaware Water Gap representative and agree on quantities used at the start and end of each working day.

INSURANCE REQUIREMENTS

The awarded contractor shall purchase and maintain, at its expense, during the term of this contract and any renewals or extensions thereof, insurance issued by companies acceptable to the Municipality. See the "Insurance Requirement" Attachment. Middle Smithfield Township MUST be named as an additional insured on the policy.

Price Adjustment of Bituminous Materials (Escalator Clause)

This contract contains an escalator clause for the Price Adjustment of Bituminous Materials for small quantities, adopted by Resolution 2007-19. A small quantity is a contract that uses or indicates for placement 100 tons or less of asphalt cement based on the actual mix designs or material specifications for the materials incorporated into the project. If the bituminous materials incorporated into this project exceed the 100 ton threshold then a bituminous price adjustment will be allowed as per PennDOT Specifications Form 408, Current Edition, Section 110.04 Price Adjustment of Bituminous Materials. If the bituminous material incorporates RAP or RAS in the mix design the 100 ton limit and the bituminous price adjustment will only be calculated on the virgin asphalt. The Base Bid Price Index (IB) will be calculated using the month in which the project is first advertised and the work is in the applicable Zone. The Bidder will be responsible for completing a CS-1PA Price Adjustment of Bituminous Materials calculation form if applicable. The bidder will provide this form with the invoices and the invoices will show the per ton or per SY price in the bid and the lump sum price increase or decrease supported with CS-1PA calculation form. The bidder shall also supply the Municipality with a copy of the bituminous mix design for each material supplied with the initial CS-1PA form or if the bituminous mix design changes. The Contractor shall not be able to pass on any additional cost for any material placed beyond the **August 31, 2026** cutoff date. Any material placed after **August 31, 2026** shall only be subject to the bituminous price adjustment for **August of 2026** unless the bituminous price adjustment falls then the bituminous price adjustment applicable at that time shall be calculated for material placed after **August 31, 2026**. Prior to the start of the work the bidder shall provide the Municipality with the per ton or per SY calculation of the bituminous price adjustment.

Pennsylvania Prevailing Wages

Pennsylvania Prevailing Wages **DO NOT APPLY** to this contract.

ATTACHMENT 1-A**2026 Roads Program****List of Roads****BASE BID ROADS****All Base Bid Roads to be crack sealed followed by a Cape Seal (single seal coat & type II slurry)**

<u>Road</u>	<u>From -</u>	<u>To</u>	<u>Surface</u> <u>Length/Width</u>	<u>Category</u>	<u>S.Y.</u>	<u>Conditions</u>	<u>ADT</u>
T-454 Crested Road	SR 2035 Steinsburg Road	To Cul-de-Sac	1,336' x 35.43' AVG		5,260		
T-455 Knoll Road	T-454 Crested Road	To Cul-de-Sac	1,549' x 35.19' AVG		6,056		
T-456 Hill Road	SR 2035 Steinsburg Road	To T-455 Knoll Road	310' x 36.23' AVG		1,248		

Total: 12,564 SY**ALTERNATE BID ROADS****Double Seal Coat followed by a Type II Slurry Seal**

<u>Road</u>	<u>From -</u>	<u>To</u>	<u>Length/Width</u>	<u>S.Y.</u>	<u>Surface</u> <u>Conditions</u>	<u>Category</u> <u>ADT</u>
T-445 Cymun Drive	T-405 Valley View Road	To T-446 Dylan Drive	1,194' x 27.81' AVG	3,689		
T-446 Dylan Drive	SR 2043 Locust Valley Road	To Cul-de-Sac	710' x 33.40' AVG	2,635		
T-444 Bryn Drive	T-405 Valley View Drive	To Cul-de-Sac	823' x 34.92' AVG	3,193		

Total: 9,517 SY**Type II SLURRY SEAL ONLY**

T-475 Rosewood Drive	T-477 Pinoak Drive	To Cul-de-Sac	2,078' x 31.05' AVG	7,170		
T-477 Pinoak Drive	T-381 Mill Hall Rd	To T-475 Rosewood Dr	1,800' x 33.50' AVG	6,700		
T-476 Maplewood Drive	T-475 Rosewood Dr	To Cul-de-Sac	718' x 37.64' AVG	3,003		

Total: 16,873 SY

Applications and estimated quantities for each road are listed above. The Township Road Master or his representative will instruct the Contractor as to what work is to be done on each road. Measurements and calculations of quantities are for bidding purposes only, final measurements will be conducted by a representative from the Contractor and a representative from Hamilton Township and final payment will be based on these mutually agreed to measurements and quantities.

My signature signifies that I have read and understand the above conditions and 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

Company

Municipality



PROPOSAL AND CONTRACT INSTRUCTIONS – FORM 944

1. The proposal must be typewritten or printed.
2. If more than one proposal on any project is submitted by any individual, firm or partnership, corporation or association under the same 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 Attachment No. _____.”
 - B. Where Wearing Surfaces are a part of this Contract, Average Daily Traffic (ADT) Count or SRL determination must be included in the description.
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 – ID-2, FJ1, FB1, BCBC, etc.) must be filled in by the municipality to insure equitable bidding. Column #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 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.
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 \$ _____ 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 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 contract amount. Bond Form 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 obtain the Prevailing Wage Scale for the area and include it in the proposal. IF the Prevailing Wage Act applies, this fact shall be noted in the advertisement.

On projects utilizing Federal revenue Sharing Funds, if the project cost exceeds \$2,000 and is financed with 25% or more Federal Revenue Sharing Funds, the Davis Bacon Act applies. Again it is the responsibility of the municipality to obtain the Davis Bacon Wage Rates, include them in the proposal and note the fact in the advertisement. If both Acts are applicable, the Davis Bacon Act has preference over the Pennsylvania Prevailing Wage Act.

8. An ESCALATOR CLAUSE is optional; however, if used, it must be included in the proposal prepared by the municipality. An escalator clause may not be inserted by the contractor.

*(1961, Aug. 15, P.L. 987; 43 P.S. 165)

PERFORMANCE BOND
(With Corporate Surety)

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 _____ (\$ _____) dollars

lawful money of 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 bonded 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 obligations such that if the 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 contract 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 Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this Bond under Seal, pursuant to

due and legal action authorizing the same to be done on _____
(DATE OF BOND)



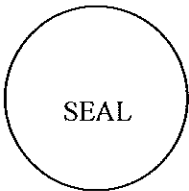
Attest / Witness

CONTRACTOR

TITLE

BY: _____

TITLE



Attest / Witness

SURETY COMPANY

TITLE

BY: _____

TITLE

KNOW ALL MEN BY THESE PRESENTS, that we, _____

of _____, as PRINCIPAL and _____

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 true 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 to 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 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 therefore, may sue in assumpsit's on this Payment bond in his, their, or it 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 or forbearance being hereby waived.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly executed this Bond under seal this

Day of _____, 20 _____.

WITNESS:

CONTRACTOR

BY: _____
TITLE

TITLE

WITNESS:

SURETY COMPANY

BY: _____
TITLE

TITLE

MS-944

Attachment 4

**AFFIDAVIT RE
ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT**

State of

)

)

)SS:

)

County of

)

Being duly sworn according to law deposes and says that they have he has
it

accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania,
with its supplements and amendments, and have insured their liability hereunder in it accordance with the terms of said
Act with _____
(SURETY COMPANY)

(TYPE OR PRINT) CONTRACTOR

BY: _____
SIGNATURE

Sworn to and subscribed before me this _____ day of

_____ A.D. 20 _____

My Commission Expires _____
(DATE)

County: Lehigh

Municipality: Lower Milford Township

Project No.: 2026 Road Program

D-7126 (6-99)

ANTI-COLLUSION AFFIDAVIT

County Lehigh

Municipality Lower Milford Township

Project Number 2026 Road Program

State of _____

Fed. Project No. N/A

(If Applicable)

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 _____

**PRICE ADJUSTMENT OF BITUMINOUS MATERIAL
(ENGLISH)**

ITEM NO.: _____ MONTH PLACED: _____

GALLON _____ TON _____ SQ.YARD _____

IP = PRICE INDEX FOR MONTH MATERIAL WAS PLACED =

IB = PRICE INDEX IN THE BID PROPOSAL =

IP / IB =

WHEN THE RATIO IP/IB FALLS WITHIN THE RANGE OF 0.90 TO 1.10 NO PRICE ADJUSTMENT IS NEEDED

WHEN THE RATIO IP/IB IS CALCULATED TO BE LESS THAN 0.90 , THE DEPT. WILL RECEIVE A PRICE REBATE

WHEN THE RATIO IP/IB IS CALCULATED TO BE GREATER THAN 1.10 , THE CONTRACTOR WILL RECEIVE A PRICE INCREASE

MATERIAL PLACED:

DATE	GALLON
TOTAL	

DATE	TON
TOTAL	

DATE	SQ.YARD
TOTAL	

GALLON BASIS:

BITUMINOUS TONNAGE (Q) = 0.004164 x SPEC.GRAV. OF BIT. MAT. x % ASPHALT IN EMULSION x NO. OF GALLONS

SPECIFIC GRAVITY OF BIT. MAT. = NO. OF GALLONS =

% ASPHALT IN EMULSION =

Q =

GALLONS PER SQUARE YARD BASIS:

BITUMINOUS TONNAGE (Q) = 0.004164 x AREA (SY) x APPL. RATE (Gallons / SY) x SPEC.GRAV. OF BIT.MAT.

ACTUAL RESIDUE APPL. RATE = SURFACE AREA =

SPECIFIC GRAVITY OF BIT. MAT. =

Q =

SQUARE YARD BASIS:

BIT. MIX. TONNAGE PLACED = 0.000375 x AREA (SY) x DESIGN DEPTH (inches) x DESIGN DENSITY (lb / ft3)

DESIGN DEPTH = SURFACE AREA =

DESIGN DENSITY* =

BIT. MIX. TONNAGE PLACED =

BITUMEN TONNAGE (Q) = BIT. MIXTURE TONNAGE PLACED x % BITUMEN BY WEIGHT

% BITUMEN BY WEIGHT* =

Q =

*DESIGN DENSITY AND % BITUMEN TO BE OBTAINED FROM FORM TR-448A. DENSITY OF WATER = 62.4 lb / ft3.

TONNAGE BASIS:

BITUMEN TONNAGE (Q) = BIT. MIXTURE TONNAGE PLACED x % BITUMEN BY WEIGHT

% BITUMEN BY WEIGHT* = BIT. MIXTURE TONNAGE =

Q =

*% BITUMEN TO BE OBTAINED FROM FORM TR-448A.

PRICE INCREASE = (IP / IB - 1.10) x BITUMEN TONNAGE (Q) x IB
 = (- 1.10) x () x () =

PRICE REBATE = (0.90 - IP / IB) x BITUMEN TONNAGE (Q) x IB
 = (0.90 -) x () x () =

MUNICIPALITY Lower Milford Township, Lehigh County

NOTICE OF COMPLETION

IN REFERENCE TO PROJECT NO.: 2026 Road Program

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 Bidder is responsible for maintenance of permanent pavement repairs for a period of one year from this date.**

INSURANCE REQUIREMENTS

The awarded Contractor shall purchase and maintain, at its expense, during the term of this contract and any renewals or extensions thereof, the following types of insurance issued by companies acceptable to the Municipality.

1. Workmen's compensation insurance sufficient to cover all of the employees of the contractor working to perform this contract, as required by the laws of the Commonwealth.
2. Comprehensive general liability insurance, property damage insurance, and where appropriate automobile liability insurance. The minimum amount of coverage shall be \$250,000.00 per person and \$1,000,000.00 per occurrence for bodily injury, including death and \$250,000.00 per person and \$1,000,000.00 per occurrence for property damage.

These coverage shall be occurrence-based. The policy shall name the Municipality as an additional insured and shall contain a provision that the coverage's afforded thereunder shall not be cancelled or changed unless at least thirty (30) days prior written notice has been given to the Municipality.

Prior to the commencement of work, the Contractor shall provide the Municipality with a current certificate(s) of insurance showing the required coverage and provisions.

3. Your attention is directed to the hold harmless and indemnification provision:
"The Contractor shall hold the Municipality harmless from any indemnify the Municipality against any and all claims, demands, and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract and shall, at the request of the Municipality, defend any and all actions brought against the Municipality based upon any such claims or demands."

PUBLIC WORK EMPLOYMENT VERIFICATION ACT

Provision Body

PUBLIC WORK EMPLOYMENT VERIFICATION ACT

General. In accordance with Act 127 of 2012, known as the Public Works Employment Verification Act (“the Act”), effective January 1, 2014, 43 P.S. §§167.1-167.11, the Contractor shall use the Federal Government’s E-Verify system to ensure that all employees performing work on the project, including subcontractor’s employees, are authorized to work in the United States.

Verification Form. The Contractor shall verify the employment eligibility of each new employee hired after January 1, 2014 and submit the Commonwealth Public Works Employment Verification Form (“Form”) included in the bid package attachments to the Municipality.

Contractor. Mail the Form, signed by an authorized representative of the Contractor to the Municipality along with the Performance and Payment Bonds as specified by the contract documents. Failure or refusal to provide the Form will be considered a refusal to comply with bidding requirements, will result in rejection of the bid, and may subject the Contractor to the enforcement activities, sanctions and civil penalties specified in the Act.

Subcontractor. The Prime Contractor will obtain a Form signed by an authorized representative of any subcontractor performing work on the project, possessing sufficient knowledge to make the representations and certifications on the Form. The Prime Contractor shall submit the Form to the Municipality prior to requesting subcontractor approval and before the subcontractor performs any work. Failure or refusal to provide the Form will be considered a refusal to comply with subcontractor approval requirements, will result in rejection of the subcontractor request, and may subject the subcontractor to the enforcement activities, sanctions and civil penalties specified in the Act.

The Prime Contractor shall include information about the requirements of the Act in all subcontracts.

Department of General Services. The Department of General Services is the Commonwealth agency responsible for enforcement and administration of the Act. Please direct questions about the Act to:

Department of General Services Public Works

Employment Verification Compliance Office

Room 105 Tent Building

18th and Herr Streets

Harrisburg, PA 17125

Fax: 717-214-3669



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

____ Contractor ____ Subcontractor (Check One)

Contracting Public Body: _____

Contract/Project No.: _____

Project Description: _____

Project Location: _____

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, 2014 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

LOWER MILFORD TOWNSHIP
LEHIGH COUNTY, PENNSYLVANIA

RESOLUTION NO. 2007-19
Duly Adopted

PRICE ADJUSTMENT OF BITUMINOUS MATERIALS FOR SMALL QUANTITIES

Whereas, the Lower Milford Township Board of Supervisors, Lehigh County, Pennsylvania will allow an escalator clause for bituminous material to be included as part of the Proposal. The escalator clause will follow Pennsylvania Department of Transportation Publication 408 current edition Section 110.04 with the following exceptions:

1. Section 110.04(a): Delete "100 tons of asphalt cement". Price adjustment of bituminous material will be applicable to all quantities of asphalt cement, including asphalt cement residue contained in emulsions or cutbacks, will be used in the bituminous materials specified or indicated for placement.
2. Section 110.04(b) 7: Delete "Cumulative price adjustment amounting to less than \$500.00 will be disregarded. Bituminous price adjustment will be calculated for any payment or rebate.

NOW THEREFORE, it is resolved by the Board of Supervisors of Lower Milford Township this 11th day of April, 2007.

ATTEST:

Ellen T. Keylin
Secretary

Lower Milford Township

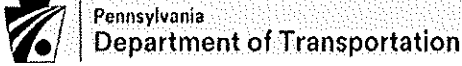
BY: [Signature]
Title: Chairman
[Signature]
Title: Vice-Chairman
[Signature]
Title: Supervisor

(SEAL)

I certify that the foregoing is a true and correct copy of the Resolution adopted at a meeting of the Board of Supervisors of Lower Milford Township, Lehigh County, Pennsylvania.

Held on:
Date: April 11, 2007

Ellen T. Keylin
Secretary



PROPOSAL AND CONTRACT FOR EQUIPMENT AND/OR MATERIALS ONLY*

* For Contract Projects, use the MS-944 form

THIS PROPOSAL INCLUDES INSTRUCTIONS TO BIDDERS

(INSTRUCTIONS ON PAGE 3)

A. DEPOSIT OF PROPOSALS.

1. All envelopes containing Bid proposals shall be clearly marked "Bid Proposal for letting of 6/4/2026." DATE

LOWER MILFORD TOWNSHIP
MUNICIPALITY (NAME & TYPE)

Elizabeth Lembach
Secretary

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

7607 Chestnut Hill Church Road
Coopersburg PA 18036
ADDRESS

Bids will be opened and read at approximately 6:30 PM, on the above Letting Date. TIME

610-967-4949
MUNICIPAL CONTACT PHONE NUMBER
PROPOSALS MUST BE MAILED OR OTHERWISE DELIVERED TO THE ABOVE ADDRESS.

2. Supplier agrees to furnish and deliver those items for which prices have been indicated on the Schedule of Prices (Attachment 1) in accordance with the current PennDOT Specifications (Pub. 408), except bidders need not be prequalified by PennDOT (Sec. 102.01). It is understood that: (1) Asphalt materials will be purchased weight or converted gallons at 60 degrees fahrenheit. (2) Supplier must furnish Form CS-4171, CERTIFICATE OF COMPLIANCE and/ or TR-465 DAILY ASPHALT MIX CERTIFICATION. (3) The Municipality reserves the right to make an award on the basis of quotations received for any item or on the basis of the aggregate total for all like items on which quotations are received.

3. Contract shall expire in one year from Date of Award or 6/4/2026 (DATE)

B. CONTRACTOR'S CERTIFICATION

Proposal of _____ (NAME OF CONTRACTOR)

(ADDRESS)

1. It is hereby certified as follows:

a. The only person(s) having an interest in this proposal is (are) [include owners of leased equipment]: _____

b. None of the above persons are employees of the municipality.

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

d. All specifications referred to above have been examined by the suppliers. The supplier 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 prices listed on the Schedule of Prices (Attachment 1).

2. Accompanying this proposal is a certified check or bid bond in the amount of \$ 10% of Bid made payable to the municipality, as a proposal guarantee which, it is understood, will be forfeited in case the supplier fails to comply with the requirements of the proposal.

3. Name(s) of source(s) of supply of asphalt materials.

- 4. The supplier will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and of 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 and, when required by law, not less than the applicable prevailing wage.
- 5. The supplier will provide the municipality with a performance bond in the amount of 50% of the contract, conditioned upon the faithful performance of the contract unless waived.

WITNESS OR ATTESTED BY:

TITLE



SUPPLIER

BY: _____

TITLE



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

ACCEPTED ON:

ATTESTED BY:

TITLE

(SEAL)

DATE

LOWER MILFORD TOWNSHIP
MUNICIPALITY

BY: _____

TITLE

TITLE

TITLE

TOTAL AMOUNT OF CONTRACT:

\$ _____

ITEMS INCLUDED IN CONTRACT:

SCHEDULE OF PRICES FOR EQUIPMENT AND / OR MATERIALS

EQUIPMENT Type, Make, Model, Specifications: _____

Delivery Date: _____ F.O.B. _____

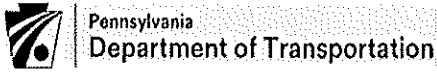
		PRICE	\$	
	OUTRIGHT PURCHASE	- Trade-in	\$	
		Net	\$	

	RENTAL WITH PURCHASE OPTION (Rental to be applied to purchase price.)
	Rental: _____ per _____ (Hour, day, week, month, etc.)
	PRICE \$ _____
	- Trade-in \$ _____
	Net \$ _____

PROPOSAL AND CONTRACT INSTRUCTIONS

1. The proposal must be typewritten or printed.
2. If more than one proposal on any project is submitted by any individual, firm or partnership, corporation or association under the same or different names, only one lowest proposal will be considered.
3. Bid bonds may be waived by the municipality by listing "NO BID BOND REQ'D" on page 1 of this MS-963 Form.
4. Part A of page 1 is to be completed by the municipality. Part B of page 1 is to be completed by the supplier. Schedule of Prices - under equipment section the municipality must complete description, delivery date, delivery site, and check appropriate block (s) for outright purchase or rental with purchase option. Under material section all like materials must be listed together and space provided for a total of all like materials. EXAMPLE: All classes of concrete, all sizes of concrete pipe, all sizes corrugated metal pipe, all asphalt materials, etc. Columns 1, 2, 3, 4, and 5 (be sure to include delivery date) must be filled in by the municipality to insure equitable bidding. All of Columns 6, A, 7, B, 8, and C must be filled in by the supplier, unless otherwise indicated. (Unit Price delivered as directed does not apply to asphalt pavements. Use MS-944 form.) If more space is needed, add note at the bottom of the page: " Continued on Attachment 1 - A" and add additional sheet designated as Attachment 1-A, 1-B, etc. Repeat note for each additional sheet required. Municipality may eliminate one or two pairs of Columns 6 through C, if no bids are desired under one or two of the options. Municipality is enter "N/A" if no bids are desired under this column.
5. Performance bonds are provided by only the successful bidder. Bond must be in 50% of contract amount.
6. Where Materials for a Wearing Surface Treatment are part of the contract Average Daily Traffic (ADT) Count must be included in the description.
7. Contractor awarded the bid shall receive an approved copy of the contract.
8. Form MS-963 is not to be used for purchasing bituminous or other pavements in place. IF ALTERNATE BIDS MUST BE SECURED, BOTH MS-963 AND MS-944 MUST BE USED.
9. This form is PRIMARILY for use when work is performed by Local Forces.
10. An ESCALATOR CLAUSE is optional; however, it must be included in the proposal prepared by the Municipality. An escalator clause MAY NOT be inserted by the contractor.
11. Freight On Board (FOB) asphalt is subject to the requirements of Publication 408, Section 110.04(a) Price Adjustment of Bituminous Materials.

**PERFORMANCE BOND
(With Corporate Surety)**



KNOW ALL MEN BY THESE PRESENTS, That we, _____

as Principal and _____
(NAME AND ADDRESS OF CONTRACTOR)

a corporation incorporated under the laws of the State of _____ as Surety
(SURETY COMPANY)

are held and firmly bound unto _____ in the full and just sum of
(NAME OF STATE) (\$ _____) dollars

lawful money to the United States of America, to be paid to the above Municipality or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above Municipality, bearing even date herewith, for the undertaking of certain obligations as therein set forth.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden Principal, as Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said Contract, including the Specifications and conditions referred to and made a part thereof, and such alterations as may be made in said Specifications as therein provided, and shall well and truly, and in a manner satisfactory to the municipality fulfill all obligations as therein set forth, then this Obligation shall be void, but otherwise the same shall be and remain in full force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the contractor or its specifications with the express approval of the Municipality or the Principal to the other, shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the surety of any such alteration or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this Bond under Seal, pursuant to due and legal action authorizing the same to be done on _____
(DATE OF BOND)



Attest / Witness:

CONTRACTOR

BY

TITLE:

TITLE:



Attest / Witness:

SURETY COMPANY

TITLE:

TITLE: