



PROPOSAL AND CONTRACT ( WHEN EXECUTED ) INSTRUCTIONS ON PAGE 4

THIS PROPOSAL INCLUDES INSTRUCTIONS TO BIDDERS

A. DEPOSIT OF PROPOSALS.

All envelopes containing Bid proposals shall be clearly marked "Bid Proposal for letting of April - 22 -- 2025 ." DATE

MUNICIPALITY (NAME & TYPE)

Brooke Searce

SECRETARY

Sealed Proposals will be received on or before 9:00am on the above Letting Date. TIME

2480 West Canal Road

Dover Pa 17315

ADDRESS

Bids will be opened and read at approximately 9:00am , on the above Letting Date. TIME

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 Dover Township 2nd Class 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. 413). (c) Asphalt Price Adjustment (Sec. 110.04)
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:

Three horizontal lines for contractor information

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.

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**CONTRACTOR**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
TITLE:

**WITNESSED OR ATTESTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
TITLE:

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

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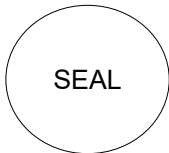
**ACCEPTED ON :** \_\_\_\_\_  
DATE

Dover Township 2nd Class  
**MUNICIPALITY**

**BY:** \_\_\_\_\_  
TITLE:

**BY:** \_\_\_\_\_  
TITLE:

**BY:** \_\_\_\_\_  
TITLE:



**ATTESTED BY:** \_\_\_\_\_  
TITLE:



**ATTACHMENT 1**

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

County: York

Municipality: Dover Township 2nd Class

Project Number: \_\_\_\_\_

**LOCATION OF WORK:**

All work listed below is located at the 3700 Davidsburg Road Dover Pa 17315 "Dover Township Community Building".

**DESCRIPTION OF WORK:**

Supply and install Geotextile/Paving fabric TenCate Mirafi MPV600 or equal.  
 Supply and install 214 tons of 25mm asphalt  
 Supply and install 1,622 tons of 9.5mm asphalt  
 Seal all joints

**ESCALATOR CLAUSE:( if adopted by Municipality.)**

Resolutions 2025-08 was adopted on January 27,2025 by the Dover Township Board of Supervisors, as required by PennDot Chapter 449.6. The February 2025 Price Index for PennDot District 8 is \$626.00

THIS PORTION TO BE COMPLETED BY THE MUNICIPALITY

**SCHEDULE OF PRICES**

1	Item No.	2	Approximate Quantities	3	Unit	4	*Description	5	Unit Price	6	Total
	1A				LS		Mobilization				
	1B		14,269		SY		Geotextile/paving fabric. TenCate Mirafi MPV600 or equal.				
	1C		214		Tons		25mm base course 3" compacted thickness.				
	1D		1,622		Tons		9.5mm wearing course 2" compacted thickness.				
	1E				LS		Demobilization				

**\* DESCRIPTION:**

**Must include ADT on wearing surfaces  
 USE OF CUTBACK ASPHALT IS PROHIBITED  
 BETWEEN MAY 1st AND OCTOBER 31st, EXCEPT  
 AS NOTED IN BULLETIN NO. 25.  
 FOR OPTION OR PHASE BIDS THE TOTALS FOR  
 EACH MUST BE INCLUDED.**

SUBTOTAL	
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	



**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)

**PERFORMANCE BOND  
(With Corporate Surety)**

Attachment 2



**KNOW ALL MEN BY THESE PRESENTS, That we,**

[Empty rectangular box for contractor name and address]

(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 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:



**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 Oblige, 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 Oblige 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 Oblige 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 Oblige of any extension of time for the performance of the contract or any other  
forbearance on the part of either the Oblige 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  
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

\_\_\_\_\_  
TITLE:

BY:

\_\_\_\_\_  
TITLE:



WITNESS:

\_\_\_\_\_  
SURETY COMPANY

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
TITLE:



**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 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**



County York

Municipality Dover Township 2nd Class

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 \_\_\_\_\_