

## BID REQUEST

Sealed proposals will be received by Charleston Township, 2nd Class of Tioga, PA, at 156 Catlin Hollow Rd, Wellsboro, PA 16901 until 7:00 p.m. April 17, 2023. All materials except gravel must be delivered to the Township Building.

**Gasoline:** 1500 gal. more or less. New Electric pump to be furnished by the successful bidder

**Fuel Oil:** 10,000 gal. more or less, treated with additives. New Electric pump to be furnished by the successful bidder.

**1B Stone:** 5500 Ton more or less, AASHTO#8(1-B) Stone Less than 1% retained on #200 sieve, clean, washed stone for chips, PADOT Approved & Certified. Delivery date by May 31, 2023.

**1B Stone Non-PA DOT Approved:** 500 tons more or less. Cleaned stone. NON-PADOT approved. Delivery date by November 30, 2023. Price for delivery, stockpiled, and picked up at pit within 15 miles of site.

**Anti-Skid:** 500 Tons more or less. AS2 Antiskid, PADOT approved and certified.

**2B & 2A Gravel:** Priced per ton. Tailgate Spread, delivered to Twp Stockpile, and price for picked up at pit within 15 miles of site. PADOT approved & certified

**Permanent Pavement Repair Material, (High Performance Cold Patch):** Priced per ton. PADOT Approved.

**Bulk Rock Salt:** 350 ton more or less. delivered to the Township.

**Steel Aluminized Pipe:** one 5ft x 50ft- (one piece).

Specification for 1B stone, Cold Patch at Township Building.

Proposals must be on forms by the Municipality. A Certified Check or Bid Bond in the amount of 10% of the bid, made payable to the Municipality must accompany the bid. Successful bidders must provide a Performance Bond. Charleston Township reserves the right to reject any or all proposals.

**<https://www.charlestantownship-pa.com>**

Trish Reese, Secretary

## BID SPECIFICATIONS

**1-B Stone:** 5500 T more or less. AASHTO#8(1-B)Stone Less than 1% retained on #200 sieve, clean, washed stone for chips. PADOT Approved & Certified. Delivery date by May 31, 2023.

**Permanent Pavement Repair Material, (High Performance Cold Patch):** Priced per ton. See attached specifications.



PROPOSAL & CONTRACT (WHEN EXECUTED)

(THIS PROPOSAL INCLUDES INSTRUCTIONS TO BIDDERS)

A. DEPOSIT OF PROPOSALS.

All envelopes containing Bid proposals shall be clearly marked Bids proposals for letting

Charleston Township Municipality Name and Type

April 17th 2023 Date

Trish Reese Secretary

Sealed Proposals will be received on or before 7 PM on the above letting date Time

156 Catlin Hollow Rd Address

Bids will be opened and read at approximately 7:00 PM on the above letting date. Time

Wellsboro PA 16901 Proposals must be mailed or otherwise delivered to the above address.

1. The contractor proposes to furnish and deliver all materials (including Form TR-465. Daily Bituminous Mixture Certification) and to do and perform all work on the following project as more specifically set forth in the Schedule of Prices (Attachment), in accordance with drawings and specifications on file at

As well as the supplements and special requirements contained herein and/or attached hereto and current PennDOT specifications (Publication 408), except (a) bidders need not be prequalified by PennDOT (Sec. 102.01).

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 , 2023.

3. 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 contractor fails to comply with the requirement of the proposal.

B. PROPOSAL OF: Name of Contractor

Address/Phone # and Email

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.

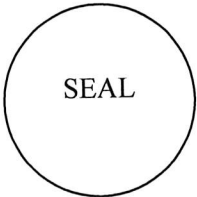
7. "The parties agree that the relationship between the Contractor and the Township is one of independent contractor and not the employer/employee and that the individual employees of the Contractor who will be performing the work pursuant to this contract are not employees of the Township. Contractor hereby certifies, represents and warrants to the Township 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



**MS-944      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 Binder Surfaces are a part of this Contract, Average Daily Traffic (ADT) Count 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. 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 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 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)

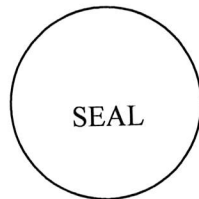


Attest / Witness

CONTRACTOR

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

\_\_\_\_\_  
TITLE



Attest / Witness

SURETY COMPANY

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

\_\_\_\_\_  
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, 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:

\_\_\_\_\_  
TITLE

WITNESS:

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_

\_\_\_\_\_  
TITLE

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

BY: \_\_\_\_\_

\_\_\_\_\_  
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

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)





CHARLESTON TOWNSHIP  
BOARD OF SUPERVISORS  
156 CATLIN HOLLOW RD  
WELLSBORO, PA 16901  
(570) 724-5353 FAX (570) 724-5571

**RE: Municipal Bidding & Contract Bonding**

1. Bid Bond- 10% of amount of bid.

Submit with bid, actual bond.

Or

Submit with bid, certified check for 10% of bid.

Or

Submit with bid, bank letter of credit for 10% of bid.

2. Performance Bond- 50% of amount of contract.

If delivery of materials or equipment is made within 20 days of contract award, NO BOND IS REQUIRED.

Or

Within 20 days of contract award, municipality must receive performance bond.

Or

Within 20 days of contract award, municipality must receive certified check for 50% of contract amount.

Or

Within 20 days of contract award, municipality must receive bank letter of credit for 50% of contract amount.