



PROJECT MANUAL

**2023 TAR AND CHIP
PROJECT**

**POLK TOWNSHIP
JEFFERSON COUNTY, PENNSYLVANIA**

March 2023

Project # Tar-Chip 101-2023

INVITATION TO BID

Sealed Proposals for the 2023 Tar and Chip Project, will be received by Polk Township, Jefferson County, PA until **6:00 pm** prevailing time on **Tuesday, March 14, 2023** at the Polk Township Municipal Building.

The Work will include, but will not necessarily be limited to, providing all equipment, materials, labor, supervision, and testing services as further described in the bid documents. All Bid Documents and details are available at no cost online at www.polktwp.com. Click on the "Township News" tab, then look for the post "2023 Tar and Chip Project..." and click on the download button.

Each proposal shall be accompanied by a Bid Bond in the required form, certified check, bank cashier's check, or other security acceptable to the Owner in the amount of 10% of the total Bid. Bids will be effective for 60 calendar days from the Bid opening date except as permitted by law, and may not be withdrawn during this period. Bidders must Bid on all items listed on the Bid Form. The successful Bidder shall be required to furnish performance and payment bonds in the amount of 100% of the Contract Price.

This project is subject to the Pennsylvania Prevailing Wage Act. Proof of prevailing wage must be furnished to the township when the job is complete.

This Project is subject to the Federal Occupational Safety & Health Act of 1970 (OSHA) conditions.

This Project is subject to Pennsylvania Act 287 of 1974, as amended by Act 172 of 1986, as amended by Act 38 of 1991, as amended by Act 187 of 1996.

This Project is subject to the Public Works Employment Verification Act. This Contract is subject to Pennsylvania Human Relations Act 222 conditions.

This Contract is subject to the non-discrimination in Employment/Contract Compliance Regulations Conditions.

Polk Township reserves the right at its option to waive any informalities, irregularities, defects, errors, or omissions in any or all of Bids and to accept or reject any or all parts of the Bids which in its judgment is in the best interest of the Polk Township.

Annie Chamberlin
Secretary



A. DEPOSIT OF PROPOSALS.

All sealed envelopes containing Bid proposals shall be clearly marked "Tar and Chip 2023 for Letting of *March 14, 2023.*"

Sealed Proposals will be received on or before 6:00 pm. March 14, 2023.

Bids will be opened and read at approximately 7:00 pm. March 14, 2023.

Polk Township, Jefferson County, PA

MUNICIPALITY (NAME & TYPE)

Annie Chamberlin (814-715-6575)

SECRETARY

11382 Richardsville Road

Brookville, PA 15825

ADDRESS

1. The contractor proposes to furnish and deliver all materials 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 Polk Township Municipal Building as well as the supplements and special requirements contained herein and/or attached hereto.
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 1, 2023**. If all work is not completed on time, liquidated damages will be assessed at the rate of **\$250.00** per additional calendar day.
3. Accompanying this proposal is a certified check or bid bond in the amount of **10% of the Bid Amount** made payable to the municipality as a proposal guarantee which, it is understood, will be forfeited in case the contractor fails to comply with the requirements of the proposal.

B. PROPOSAL OF:

NAME / ADDRESS OF CONTRACTOR

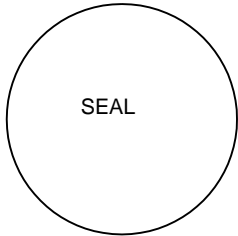
CONTRACTOR'S CERTIFICATION

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 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.
7. Bidder acknowledges that this bid is for a public works contract and bidder is therefore subject to the provisions, duties, obligations, and penalties of the Public Works Employment Verification Act, 43 P.S. 167.1-167.11, which is incorporated herein by reference.



CONTRACTOR

BY: _____ DATE: _____

TITLE: _____

WITNESSED OR ATTESTED BY: _____ DATE: _____

TITLE: _____

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

ACCEPTED ON: _____

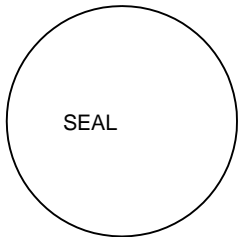
DATE

POLK TOWNSHIP

MUNICIPALITY

BY: _____

TITLE: _____



BY: : _____

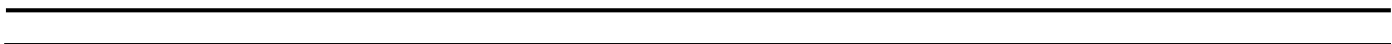
TITLE: _____

BY: : _____

TITLE: _____

ATTESTED BY: : _____

TITLE: _____



**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:

General

- Each bid must be accompanied by bid security in the form of a certified check, bank cashier's check or bid bond in required form, amounting to (10%) ten percent of the total base bid.
- For project specific questions, bidders should contact Polk Township's supervisor, Neal Davis at 814-328-2996.
- Work schedule must be coordinated with Polk Township and work must be completed on or before **August 1, 2023**. If all work is not completed on time, Liquidated damages will be assessed at the rate of **\$250.00** per additional calendar day.
- Polk Township will inspect the project.
- Incidental preparation and clean up required.
- Contractor is responsible for defects that occur within one year of applications.
- The successful bidder must provide a 100% Performance Bond and a 100% Payment Bond within 10 days of the award of 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 and amended by Act 89 of 2013. **Proof of prevailing wage must be furnished to the township when the job is complete.**
- The Municipality intends to award the contract to one bidder, 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
- Final Completion Certificate & Notice of Completion required.
- Contractor, notify all residents of pending work to be performed.

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 Polk Township. Polk Township **MUST** be named as an additional insured on the policy.

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

POLK TOWNSHIP REPRESENTATIVE

DATE

COMPANY

Polk Township

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____ (Words) _____ (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

_____(Seal)

_(Seal) Bidder's Name and Corporate Seal
Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

3.2. All Bids are rejected by OWNER, or

3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt

requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

:

(DATE)

ANTI-COLLUSION AFFIDAVIT



County: Jefferson

Municipality: Polk Township

Project Number: 101-2023

Fed. Project No.: _____

State of: _____

(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 _____, 20 _____.

NOTARY PUBLIC

My commission expires: