



**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  
January 30, 2020."  
DATE

MUNICIPALITY (NAME & TYPE)

SECRETARY

Sealed Proposals will be received on or before  
10:00 AM on the above Letting Date.  
TIME

ADDRESS

Bids will be opened and read at approximately  
10:00 AM, 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 the CapCOG member 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. 409).
- 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% of the aggregate for total bid(s) made payable to CapCOG 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

**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.

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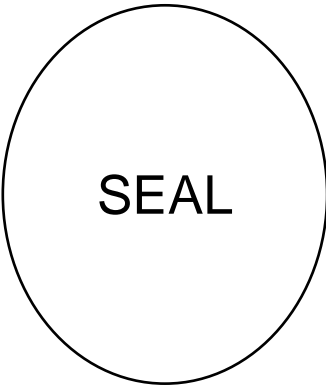
ACCEPTED ON : \_\_\_\_\_  
DATE

\_\_\_\_\_  
**MUNICIPALITY**

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

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

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



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

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# PERFORMANCE BOND (With Corporate Surety)



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

#REF!

(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)

PLACE  
SEAL  
HERE

**Attest / Witness:**

\_\_\_\_\_  
CONTRACTOR

**BY**

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

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

PLACE  
SEAL  
HERE

**Attest / Witness:**

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

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

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

## ANTI-COLLUSION AFFIDAVIT



County \_\_\_\_\_

Municipality \_\_\_\_\_

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

Fed. Project No. \_\_\_\_\_  
( If Applicable )

State of \_\_\_\_\_ Pennsylvania \_\_\_\_\_

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 \_\_\_\_\_