

REQUEST FOR BIDS
FOR
MILLING AND PAVING

BOROUGH OF PHOENIXVILLE
CHESTER COUNTY, PENNSYLVANIA

June 2, 2025

DIRECTIONS FOR BIDDING, ADVERTISING, EXECUTION AND COMPLETION OF CONTRACTS USING STATE LIQUID FUELS FUNDS.

Attached for your convenience in advertising, awarding and completing a contract for the proposed project in your municipality are the following forms:

Step 1. (1) Copy of **MS-329, Project Approval** form, issued by Municipal Representative during initial appointment to set-up project.

Step 2. (2) Copies of the - **Form of Advertisement**, on which it will be necessary to insert the actual time and date that bids are to be opened.

ADVERTISING REQUIREMENTS - Recent amendments to the various municipal codes, relating to bidding and advertising requirements, necessitate a constant review by respective municipalities to insure compliance.

Step 3. (2) Copies of **MS-981**. Attach to each, a copy of the newspaper advertisement; record the name and address of each bidder and the amount of their bid. Record to whom the contract was awarded, their address, and the dollar amount.

Please have the proper officials and yourself sign the resolution at the bottom of the MS-981. Place your municipal seal where designated and forward one (1) copy to this office as soon as possible after bid opening. An acceptance resolution must be part of your municipality's minutes.

Step 4. (3) Copies of **MS-339 Application for County Aid** (for municipalities who are eligible for county aid). **First - Municipal Secretary to complete Section 1 and forward all copies to the County, Next - County to complete Section 2 and immediately return all copies to Municipal Services for approval.**

Step 5. (2) Copies of Form **MS - 944 Proposal and Contract, Proposal and Contract Instructions - Form 944, Attachment 1- Schedule of Prices, Special Provisions to Contract MS-944 (Attachment "1-A")**. One copy of each will be furnished to each prospective bidder to be used as a proposal, when completed by the municipality. As required by Publication 408, Section 102.06(e), each bidder must submit a completed **Form 7126 - Anti-Collusion Affidavit** with its bid proposal.

Step 6. (2) Copies of **Attachment 2 - Performance Bond, Attachment 3 – Payment Bond, Attachment 4 – Affidavit RE Accepting Provisions of the Workmen's Compensation Act, and Form MS – NCP - Notice of Completion**. One copy of each will be completed by the successful bidder and returned to the municipality. Return an executed copy of the MS-944 Proposal and Contract, and Bonds to the contractor.

At this point return one (1)-completed copy of all the above documents to this office, and keep a completed copy for your files.

Upon project completion, an itemized final invoice and completed NCP Form are required to be supplied to the municipality from the contractor. Send a copy to the Municipal Services Unit and call us for a final inspection. A representative will set up a final inspection appointment. After the final inspection and approval of the project, an MS-999 Final Completion Report will be issued the municipality for signature and seal. Return all completed copies of MS-999 to Municipal Services for signature. An approved copy will be returned for your records.



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 June 25, 2025 ." DATE

Borough of Phoenixville MUNICIPALITY (NAME & TYPE)

E. Jean Krack SECRETARY

Sealed Proposals will be received on or before 11:00 AM on the above Letting Date. TIME

351 Bridge Street Phoenixville, PA 19460 ADDRESS

Bids will be opened and read at approximately 11:00AM , 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 Borough of Phoenixville 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% 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

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: _____

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

ACCEPTED ON : _____
 DATE
 Borough of Phoenixville
 MUNICIPALITY

BY: _____
 TITLE: _____

BY: _____
 TITLE: _____

BY: _____
 TITLE: _____



ATTESTED BY: _____
 TITLE: _____

(5-06)

**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 that are marked with an "X".

- X Traffic Control and Safety Devices to be provided by the Contractor.
(Maintenance and Protection of Traffic to comply with current MUTCD, Publication 212 and Publication 213.)
Delivery tickets for all materials.
- X CS-4171 Certificate of Compliance and/ or TR-465 Daily Bituminous Mixture Certification required for all materials.
- X Notify the Municipality five working days prior to start of project.
- X Work to be completed on or before 7/14/2025 . After 10/31/2025 Liquidated damages apply at the rate of \$ 500.00 per calendar day.
- X Roadway to be power broomed by (contractor X municipality) prior to start of project.
- X Excess material to be removed by (contractor X municipality .)
- X Municipality to inspect project.
Need Bill of Lading for each shipment of bituminous material per Section 702.1(c) of Specifications 408.
- X Tack Coat required per Section 460, or 413 for superpave, of Specifications 408 and is incidental to paving item unless noted otherwise.
Prime Coat required per Section 461 of Specifications 408.
- X Bituminous Seal on all abutting pavement and curbs required.
- X Saw cut or Milled Paving Notch required and incidental to paving item unless noted otherwise.
- X Scratch/ Leveling Courses to be placed at the discretion of appointed inspector(s).
Full width pavement with one pass required.
- X Municipality reserves the right to limit work completed.
Taper pavement the last 3 feet to curb.
For FOB Source bids, hauling distance will determine selection of bid award.
- X Municipality reserves the right to procure material which best suits their requirements after all bids and items are reviewed.
- X Incidental Preparation and clean up required. (Project Construction Materials)
The municipality reserves the right to make an award on the basis of the aggregate total for all like items on which quotations are received.
- X Provide design, which meets Specifications Form 408 to the municipality 5 days prior to start of work.
- X Contractor responsible for defects that occur within one year of applications.
Contractor required to review proposed project with Municipality's Representative prior to bidding.
Oil Samples required from each distributor truck by contractor (1) one quart : A.M. & P.M. and witnessed by municipality and retained by municipality. (Oil samples must be placed in an approved type container that is compatible with oil sample.)
At least three random stone samples to be taken by contractor on project site witnessed by municipality and retained by municipality.
Complete all testing in accordance with Specification Form 408 Section 409 except for superpave volumetric testing.
- X Notice to Proceed will be the date of Contract acceptance.
- X Final Completion Certificate & Notice of Completion required.
- X Future award of Contract will be based on quality of work as determined by the municipality.
- X Contractor, notify all residents of pending work to be performed.

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

 Company

 Municipality's Representative Date
 Borough of Phoenixville

 Municipality

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-Collision 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)



0 **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 Borough of Phoenixville 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

[Empty rectangular box for name]

as PRINCIPAL and _____ a corporation incorporated under the laws of the State of _____ as SURETY, are held and firmly bond unto the _____ Borough of Phoenixville _____, in the full and just sum of _____ (\$ _____) dollars, lawful money of the United States of America, to be paid to the said _____ 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 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 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 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 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 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 of time for the performance of the contract or any other forbearance on the part of either the Obligee 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 _____)

_____ he has
being duly sworn according to law deposes and says that they have
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)

ANTI-COLLUSION AFFIDAVIT



County Chester

Municipality Borough of Phoenixville

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 _____



Borough of Phoenixville MUNICIPALITY

NOTICE OF COMPLETION

IN REFERENCE TO PROJECT #

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

CERTIFICATE OF COMPLIANCE

INSTRUCTIONS TO COMPLETE THE FORM

1. COUNTY, LR/SR, SEC/SEG. ECMS#

To be completed by the party that will ship the material to the construction project, otherwise leave blank.

2. NAME OF MANUFACTURER, FABRICATOR, COATER, PRECASTER OR PRODUCER

Check appropriate box; either manufactured, fabricated, coated, precasted or produced as appropriate.

Also, provide the name and the supplier code of the manufacturer, fabricator, coater or precaster of the material listed in Bulletin #15 or the name and the supplier code of the Producer of material listed in Bulletin # 14, 41 or 42.; to be completed by the party that is shipping approved material to the next destination.

3. MEETS SPECIFICATION REQUIREMENTS

To be completed by the party that is shipping approved material to the next destination.

4. SHIPPED TO

List name of company that material is being shipped to.

5. LOT NUMBER, QUANTITY, DESCRIPTION OF MATERIAL

To be completed by the party that is shipping approved material to the next destination.

6. CHECK THIS BLOCK IF YOUR PRODUCT CONTAINS IRON OR STEEL

To be completed by the party that is shipping approved material to the next destination.

7. VENDOR CLASSIFICATION (CHECK ONE BLOCK ONLY)

If you are a Manufacturer, Fabricator, Coater or Precaster listed in Bulletin #15, or a Producer listed in Bulletin # 14, 41 or 42, check block # 1.

If you are a *Distributor, *Supplier or *Private Label Company of Bulletin #15 items, check block # 2.

(* - These categories are not eligible for listing in Bulletin #15, however, you may provide material for PennDOT projects on condition that the material being shipped is listed in Bulletin #15.)

8. CERTIFICATION REQUIREMENTS, Name, Title, Date, Company Name, and Signature

Enter the required information and sign the Certificate of Compliance form.

9. COMPLETE LINE # 9 ONLY IF YOU CHECKED BLOCK # 2 ON LINE # 7, OTHERWISE LEAVE BLANK

List company that sold the material to you. (Company Name)

IN ADDITION:

- 2. & 5.** Private Label Companies who complete the Certificate of Compliance form CS-4171 must identify the true manufacturer (Line 2) and the approved material (Line 5) as it is listed in Bulletin # 15 under that manufacturers listing.

After completing the Certificate of Compliance form CS-4171, maintain the original at your company's location. A copy of the Certificate of Compliance form must accompany your material shipment to its next destination. Also, if you receive material shipments from other companies related to PennDOT projects, the accompanying Certificate of Compliance forms must be kept on file at your location. These files must be available for inspection and verification by a Department Representative for a period of not less than THREE years from the date of the last shipment.

Specific Response Requirements

All bids should be submitted in accordance with the instructions detailed below. Responses should address the following requests for information or questions.

1. Conflicts of Interest

- A. Describe any material financial relationships that you or your firm or any employee has with any individual or organization that may create a conflict of interest in representing the Borough.
- B. Describe any family relationship that any employee of your firm has with any public servant that may create a conflict of interest or the appearance of a conflict of interest in representing the Borough.
- C. Identify if the vendor or any principal therein has been engaged as a defendant in any litigation involving a sum of \$100,000 or more and/or has been subject to any professional disciplinary action over the last three (3) years, the bidder must provide a description of the litigation and/or disciplinary action.
- D. A description of any ongoing investigations and/or litigation matters involving the applicant, its directors, officers and principals and any individuals employed by the applicant that relate to the performance of the vendor in the proposed field of expertise.

2. Evaluation Criteria and Selection Process

The Borough Council reserves the right to:

- A. Select a Bid in its entirety or some portion(s) thereof;
- B. To request additional information or clarifications from Contractor, or to allow corrections of errors or omissions.
- B. Reject any and all Bids, in whole or in part;
- C. Waive any technical defects or irregularities;
- D. Request oral presentations and/or individual interviews from those individuals or firms determined to be in a competitive range;
- E. Make the final selection using criteria judged to be the maximum benefit to the Borough as a whole.

The Borough Manager and/or the Borough Council reserve the right, but is not required, to interview any or all of the respondents submitting a Proposal. Although interviews may take

place, the Proposal should be comprehensive and complete on its face. The Borough reserves the right to request clarifying information subsequent to the submission of the Proposal. The Borough of Phoenixville is not required to make selections from these submissions, if, in their sole discretion, qualifications are not appropriate or for any other reason.

3. Bid Prices:

All Bid prices shall reflect the use of Pennsylvania Prevailing Wage.

4. Insurance.

A. Workers' Compensation Insurance

Each respondent shall submit with its bid a Certificate of Insurance issued by an insurance company satisfactory to the Borough evidencing the existence of the mandatory minimum coverages required by this section.

The successful respondent shall, during the term of the contract, maintain Workers' Compensation Insurance in order to fully protect both its employees and the Borough, as may be required by any and all state and federal laws, and provide the Borough with an appropriate certificate evidencing the existence of said insurance policy; provided, however, that employer liability coverage shall not be less than \$1,000,000 for each occurrence.

B. Liability Insurance

The successful respondent shall maintain, during the term of the contract, at its own expense, the following minimum liability insurance coverage:

1. General Public Liability Insurance (non-automotive) for personal injury and property damage in the amount of \$1,000,000.00 for each occurrence and \$3,000,000.00 in the aggregate;
2. Automotive Liability Insurance for personal injury and property damage in the amount of \$1,000,000.00 for each occurrence and \$3,000,000.00 in the aggregate; and
3. Umbrella Excess Liability coverage policy in the amount of \$5,000,000.00.

The aforesaid policies of insurance and others that may be necessary to comply herewith shall be maintained in the amounts set forth above and shall, inter-alia, name the Borough as an additional insured and be designed to protect the Borough from all claims for damages of any kind or any nature whatsoever

including, but not limited to, wrongful death, which may arise from the obligation of the successful respondent in the performance of its contract, whether such obligation be controlled by the successful respondent itself, or by someone, either directly or indirectly, employed by it, for the purpose of accomplishing some obligation incumbent upon the successful respondent by the terms of the contract, and shall provide at the insurer's expense all necessary legal aid, counsel and representation.

All insurance policies maintained hereunder shall be issued by an insurance carrier licensed and authorized to conduct business in the Commonwealth of Pennsylvania and shall be obtained and properly endorsed in favor of the Borough before execution of the contract hereunder.

Said policies shall remain in full force and effect until the expiration of the term of the contract or the completion of all duties to be performed hereunder by the successful respondent, whichever shall occur later. The successful respondent shall deposit with the Borough Manager the original policies of insurance herein referred to or true copies thereof prior to commencing work under the contract.

Each and every policy of insurance herein maintained and required pursuant to the terms of the contract shall carry with it an endorsement to the effect that the insurance carrier will convey to the Borough, by certified mail/return receipt requested, written notice of any modifications, alterations or cancellations of any such policy or policies or the terms thereof; and said written notice shall be received by the Borough at least ten (10) days prior to the effective date of any such modifications, alterations or cancellations. If such modifications, alterations or cancellations shall cause the insurance coverage required hereunder to fail to meet the minimum requirements set forth herein, the successful respondent shall be deemed to be in default and the Borough may terminate the contract as of the effective date of such change in insurance coverage, and the surety on the performance bond may be held responsible by and to the Borough for resulting losses. In the alternative, where the respondent allows the required insurance to be cancelled, terminated or expired, the Borough may purchase replacement insurance containing the same coverages as required herein and charge the cost of such replacement insurance to the respondent and/or deduct the costs of the same from the fees and costs owed by the Borough to the successful respondent. In no case shall the modification and/or termination of the insurance policy of the Firm act to reduce or waive the liability of the Firm, or eliminate the requirement for the Firm to reimburse the Borough for any damages incurred due to any claim caused by the Firm, in the event of a claim.

It shall be the responsibility of the successful respondent in obtaining the aforesaid insurance coverage to obtain policies which shall protect the Borough from any and all claims whatsoever of any nature, regardless of the derivation of said claim, and regardless of whether the same are directed toward the recovery of

damages for personal injury, property damage or any other claims of damage which may be incident to the same.

Certificates of Insurance reflecting the aforesaid insurance policies, conditions and additional insureds shall be provided to the Borough on not less than an annual basis.

This insurance coverage shall not waive the governmental immunity, if any applies, of the Borough. Further, this insurance coverage shall extend to and include all direct or indirect agents and employees of the successful respondent, and shall include policies of automotive and liability insurance on all vehicles and equipment utilized or in any way connected with the service to be rendered by the successful respondent pursuant to the terms of the contract.

5. Right to Know Law

- A. Bidder acknowledges and understands that the Borough is a Pennsylvania local agency for the purposes to the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq. (“RTKL”), and as a result thereof, the Successful Bidder may be subject to certain right to know requests related to the Borough. Therefore, Successful Bidder shall cooperate with the Borough in complying with the RTKL, and any other similar laws, in complying with requests for public records made under such laws. The Successful Bidder’s cooperation shall include, but not necessarily be limited to, prompt communication with the Borough regarding the existence of a record, the length of the record and other information requested by the Borough and promptly providing access to or copies of the record. If Successful Bidder fails to cooperate with the Borough in response to a request for a public record, then the Successful Bidder shall indemnify the Borough for any and all costs incurred, including attorneys' fees of the Borough, as well as any costs, including any attorneys' fees of the requester, fines or other penalties imposed upon the Borough by a court of competent jurisdiction relating to the Successful Bidder’s failure to cooperate with the Borough; and all Bidders signify their consent to the foregoing terms and conditions by submitting a Proposal to this RFP.

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we _____ (hereinafter called the PRINCIPAL),
and

_____ (hereinafter called the SURETY),

are hereby held and firmly bound unto the Borough of Phoenixville, Chester County, Pennsylvania (hereinafter called the OBLIGEE), in the full sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, the PRINCIPAL has herewith submitted to the OBLIGEE a certain proposal dated _____, 20__ for milling and paving services.

Now Therefore,

If said proposal shall be accepted by the OBLIGEE, and the PRINCIPAL shall duly execute and deliver the contract and give such bond or bonds as specified in the bidding documents, and shall deliver evidence of adequate insurance coverage, all within the stipulated time; then this BID BOND shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the SURETY for any and all default of the PRINCIPAL or claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and this BOND shall be in no way impaired or affected by an extension of the time within which the OBLIGEE may accept such BID and said SURETY does hereby waive notice of any such extension.

In Witness Whereof, The PRINCIPAL and SURETY cause this BOND to be signed, sealed and delivered this ____ day of _____, 20__.

PRINCIPAL:

[Individual Principal sign here:]

Witness

Print name: _____

[Corporate Principal sign here:]

Attest:

Business Name: _____

By: _____

Print name/title: _____

SURETY:

Attest:

Surety Name: _____

By: _____

Print name/title: _____

INSTRUCTIONS FOR ANTI-COLLUSION AFFIDAVIT

1. The Anti-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. SS 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. The Anti-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the Bid Documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

**AGREEMENT
FOR MILLING AND PAVING SERVICES**

THIS AGREEMENT FOR MILLING AND PAVING SERVICES ("Agreement") is made this _____ day of _____, 20__, by and between, _____, with a mailing address of _____ ("Contractor"), and THE BOROUGH OF PHOENIXVILLE, Chester County, Pennsylvania, with a mailing address of 351 Bridge Street, Floor 2, Phoenixville, Pennsylvania 19460 (the "Borough").

WITNESS, that the Contractor and Borough for the consideration stated herein mutually agree as follows:

1. SERVICES. The Contractor shall furnish and deliver all workmen, supplies, equipment, services and materials required to fulfill the terms of the Contract Documents as hereinafter defined (the "Products"). Contractor, by executing this Agreement, hereby acknowledges and agrees that it has reviewed and accepted the terms of the Contract Documents and Contractor agrees to furnish the Products in strict compliance with the Contract Documents. All Contract Documents are incorporated herein by this reference and made a part hereof. The "Contract Documents" include this Agreement and all documents provided by the Borough as part of the solicitation for bids, including but not limited to the Notice to Bidders, Instructions to Bidders, the Specifications, any addenda to any of the foregoing, the performance bond, and all documents provided by the Contractor as part of its Bid, including but not limited to the Contractor's completed, and executed as appropriate, Bid Form, bid bond, corporate resolution, if any, and all attachments thereto. The capitalized terms used herein that are defined in the Contract Documents shall have the meanings given such terms in the Contract Documents, unless otherwise defined herein.
2. PRICE. The Borough will pay the Contractor for the performance of this Agreement in current funds, at the unit price stipulated in the Contractor's Bid for the Products furnished.
3. TERM. This Agreement shall be in effect from _____ through _____. This Agreement may be terminated as set forth in Paragraph 7 of this Agreement.
4. INDEMNIFICATION. It is understood and agreed that the Contractor is a third party Contractor and is not a servant, agent or employee of the Borough and the Contractor indemnifies, saves, holds harmless and defends the Borough, its officials, officers, employees and agents, of, from, and against any liability, claim, suite or demand, of whatever nature or kind, whether founded or unfounded, arising from, out of, or related to all manner or negligence or tort liability related to the performance of the Services and/or obligations of this Agreement (the "Indemnified Activities"). The Contractor is advised that provisions in the Contract Documents pertaining to indemnity shall be construed as if the members of the Borough and the Borough agents were named therein as additional indemnities. The word "expense" as used in said provisions concerning indemnity shall be deemed to include, but shall not be limited to, attorney fees. In the event that a third party, their agents, servants, employees, heirs, assigns, or grantees would institute any legal action whatsoever against Borough, its agents, servants, or employees arising in any way from the Indemnified Activities, Contractor hereby agrees to further pay any and all reasonable attorney's fees, expert fees, court costs or any other expenses whatsoever incurred by Borough, its agents, servants or employees in regard thereto. The foregoing indemnification, hold harmless and defense obligations shall continue to apply to claims, suits or demands made or instituted during and after the term of this Agreement, provided that the event causing any such claim is alleged to have occurred, in whole or in part, during the term of this Agreement.

5. PERFORMANCE BOND. Contractor shall, contemporaneously herewith, furnish a performance bond for the faithful performance of this Agreement in a form and with a surety satisfactory to the Borough for 100% of the Total Contract Price as set forth on the Contractor's bid.

6. PAYMENT BOND . Contractor shall, contemporaneously herewith, furnish a labor and materialmen's bond for the faithful performance of this Agreement in a form and with a surety satisfactory to the Borough for 100% of the Total Contract Price as set forth on the Contractor's bid.

7. DEFAULT & TERMINATION.

- a. This Agreement may be terminated by either Party without cause with thirty (30) day prior written notice, subject to liquidated damages applied at a rate of \$500.00 per calendar day from the date of termination through the end of the Term reflected in Paragraph 3, above, which amount shall be paid in full at the time of such termination.

If Contractor is in default of any of the terms and conditions of this Agreement, including without limitation the Contract Documents, and remains so for a period of fifteen (15) days after the Borough shall have given to Company notice in writing of such default, then the Borough may, in addition to all other remedies available at law or equity, declare this Agreement terminated.

8. MISCELLANEOUS.

(a) This Agreement and the other Contract Documents comprise the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written agreements, negotiations, representations, warranties, covenants and obligations, all of which are intended to be merged with and into this Agreement.

(b) The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Agreement without the written consent of the Borough.

(c) Contractor shall not be deemed the agent, servant or employee of the Borough, but shall be an independent contractor.

(d) All notices hereunder shall be in writing and shall be deemed to have been properly given if (i) personally delivered, or (ii) sent by reputable overnight express carrier (e.g., FedEx or UPS), charges prepaid. Notice shall be deemed given when delivered, in the case of personal delivery or on the date of deposit with an overnight express carrier for next business day delivery. Notices shall be addressed to the address specified in the opening paragraph of this Agreement or to such other persons or addresses as Borough or Contractor may from time to time designate by notice given pursuant to this subsection.

(e) No provision of this Agreement, or the other Contract Documents shall be construed more strictly against or more liberally in favor of a party regardless of which party or which party's counsel prepared or aided in the preparation of this Agreement, notwithstanding any custom or rule of construction to the contrary.

(f) No purported waiver of any right or remedy shall be valid or enforceable unless set forth in writing and signed by the party against whom enforcement thereof is or may be sought. The Contractor specifically recognizes and agrees that in addition to any rights or remedies available to Borough at law or at equity, that there are various liquidated damages available to Borough as more particularly set forth in the Contract Documents.

(g) This Agreement and the other Contract Documents may be amended only by a written instrument signed by both Borough and Contractor.

(h) This Agreement and the other Contract Documents are governed by Pennsylvania law, County of Chester and, any legal action commenced to enforce the provisions hereof shall be brought in the Courts of Chester County, Pennsylvania.

(i) The Parties to this Agreement hereby state, intending to be legally bound, that all necessary approvals, authorizations, consents and governing legal requirements have been met and/or obtain by the respective party to make this Agreement binding and enforceable. The Borough states that it properly authorized the undersigned to execute this Agreement. Contractor states that it properly authorized the undersigned to execute this Agreement.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have caused this Agreement to be executed on the day and year first above written.

ATTEST:

CONTRACTOR:

By: _____

By: _____

PHOENIXVILLE BOROUGH

Date: _____

By: _____

WAIVER OF LIENS

WHEREAS, _____ entered into a contract with

_____ to provide materials and perform labor necessary for **MILLING AND PAVING
REMOVAL SERVICES**, upon a lot of ground located WITHIN THE PHOENIXVILLE BOROUGH,
CHESTER COUNTY, PENNSYLVANIA.

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said contract and for the consideration thereinset forth, that neither the undersigned contractor, any sub-contractor or material man, nor any other person furnishing labor or material man, nor any other person furnishing labor or materials to the said contractor under this contract shall file a line, commonly called a mechanic's lien, for work done or materials furnished to the said building or any part thereof.

This stipulation is made and intended to be filed with the County Prothonotary in accordance with the requirements of Section 1402 of the Mechanics Lien Law of 1963 of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals this day of _____ A.D., 20 __.

Borough of Phoenixville

Attest:

CORPORATION

By: _____

By: _____

Bidder Certification

Certification under Oath. Under oath I certify that I am a principal or other representative of the bidder, and that I am authorized by it to execute the foregoing Statement of Bidder's Qualifications is true and correct, including any explanation above and submitted under oath.

BY: _____
Authorized Signature (Blue Ink Please)

Printed Name

Sworn to and subscribed before me this ____ Day of _____, 20 ____

Notary Public

My commission expires: _____, 20 ____

(SEAL)



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, 2013 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.

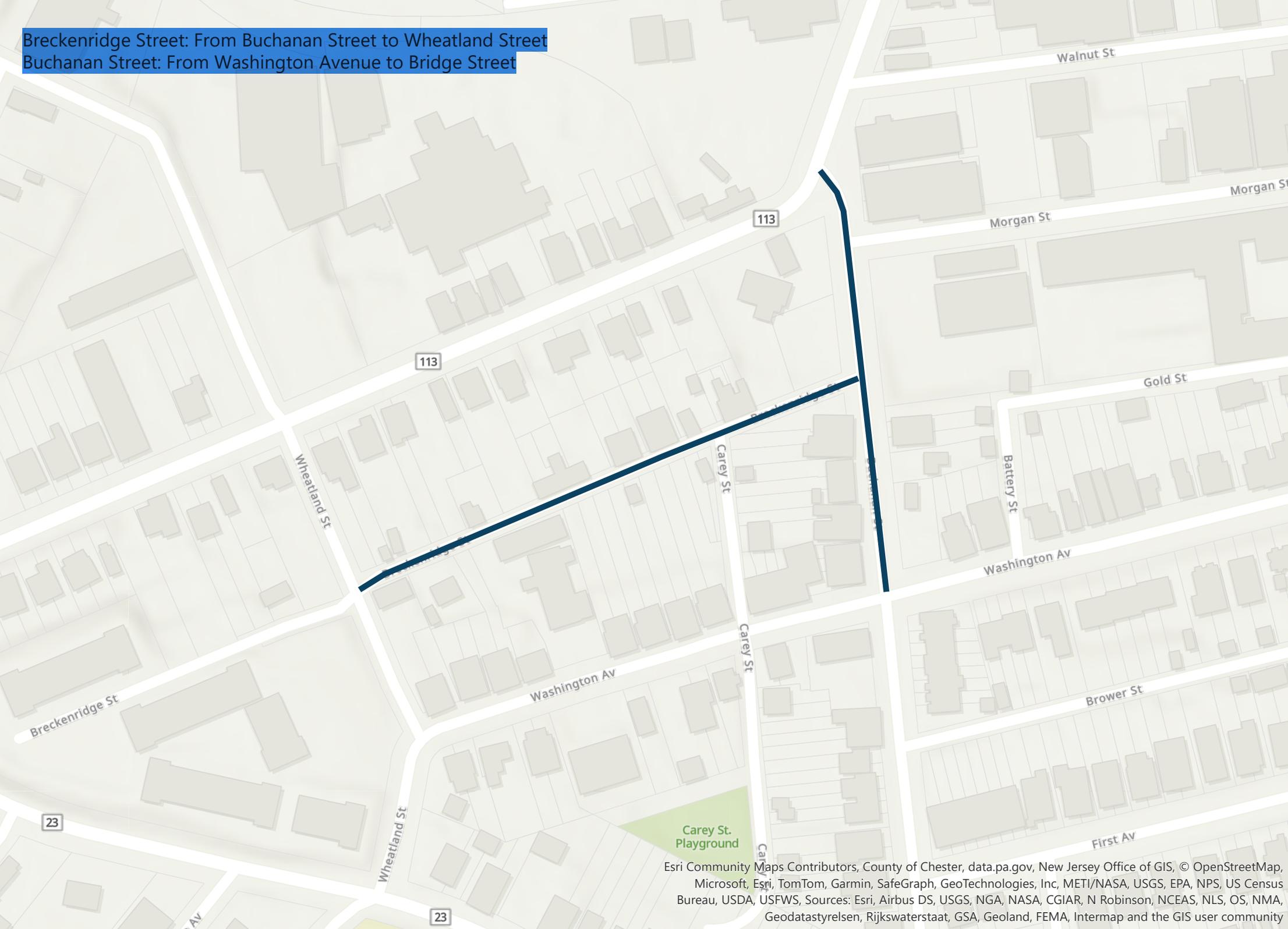
I, _____, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

Authorized Representative Signature

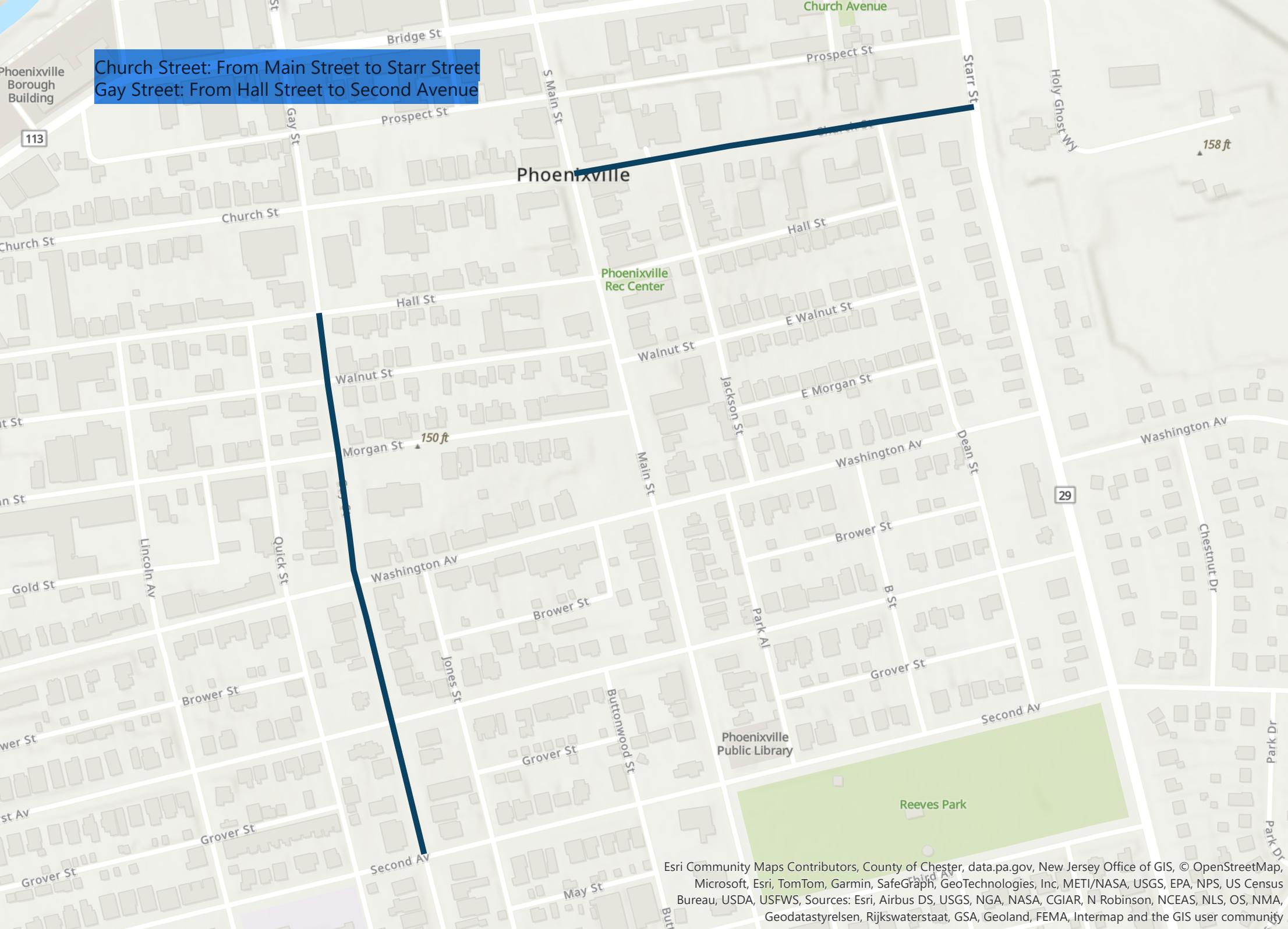
2025 Paving - LF Project

Roads	From	To	Length	Width	Syd	Tons	Mill	Syd
Breckenridge	Buchanan	Wheatland	700	15	1200	110	Overlay only	1200
Buchanan	Washington	Bridge	531	28	1783	161	Mill/Overlay	1783
Gay	Hall	Second	1500	30	5000	450	Mill/Overlay	5000
Church	Main	Starr	1005	30	3350	305	Mill/Overlay	3350
Second Avenue	Gay Street	Main Street	749	35	2936	265	Mill/Overlay	2936
Buttonwood Street	Fourth Avenue	Third Avenue	330	17	624	60	Mill/Overlay	624
Prospect	Starr	Main	1029	14	1601	150	Mill/Overlay	1601

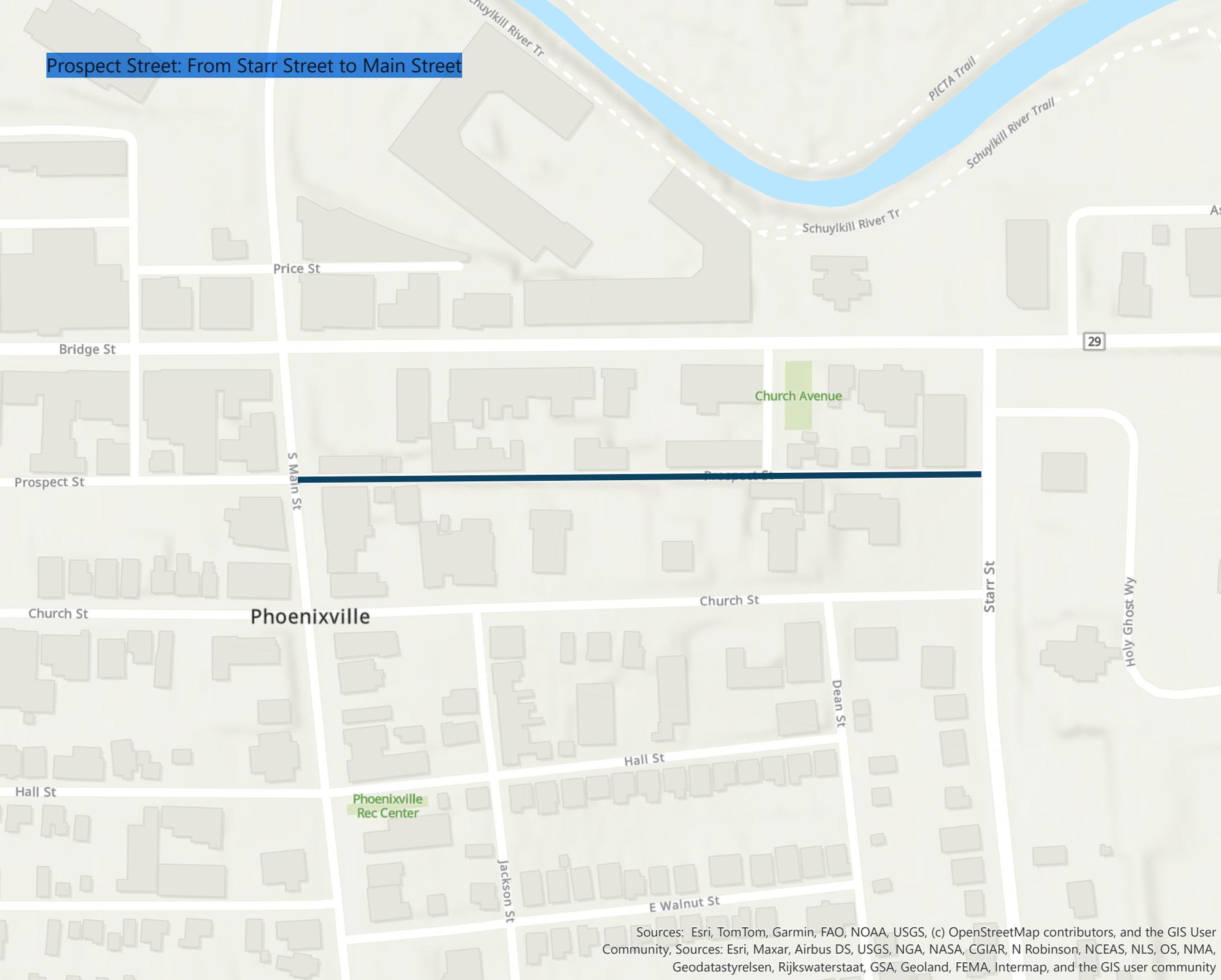
Breckenridge Street: From Buchanan Street to Wheatland Street
Buchanan Street: From Washington Avenue to Bridge Street



Church Street: From Main Street to Starr Street
Gay Street: From Hall Street to Second Avenue

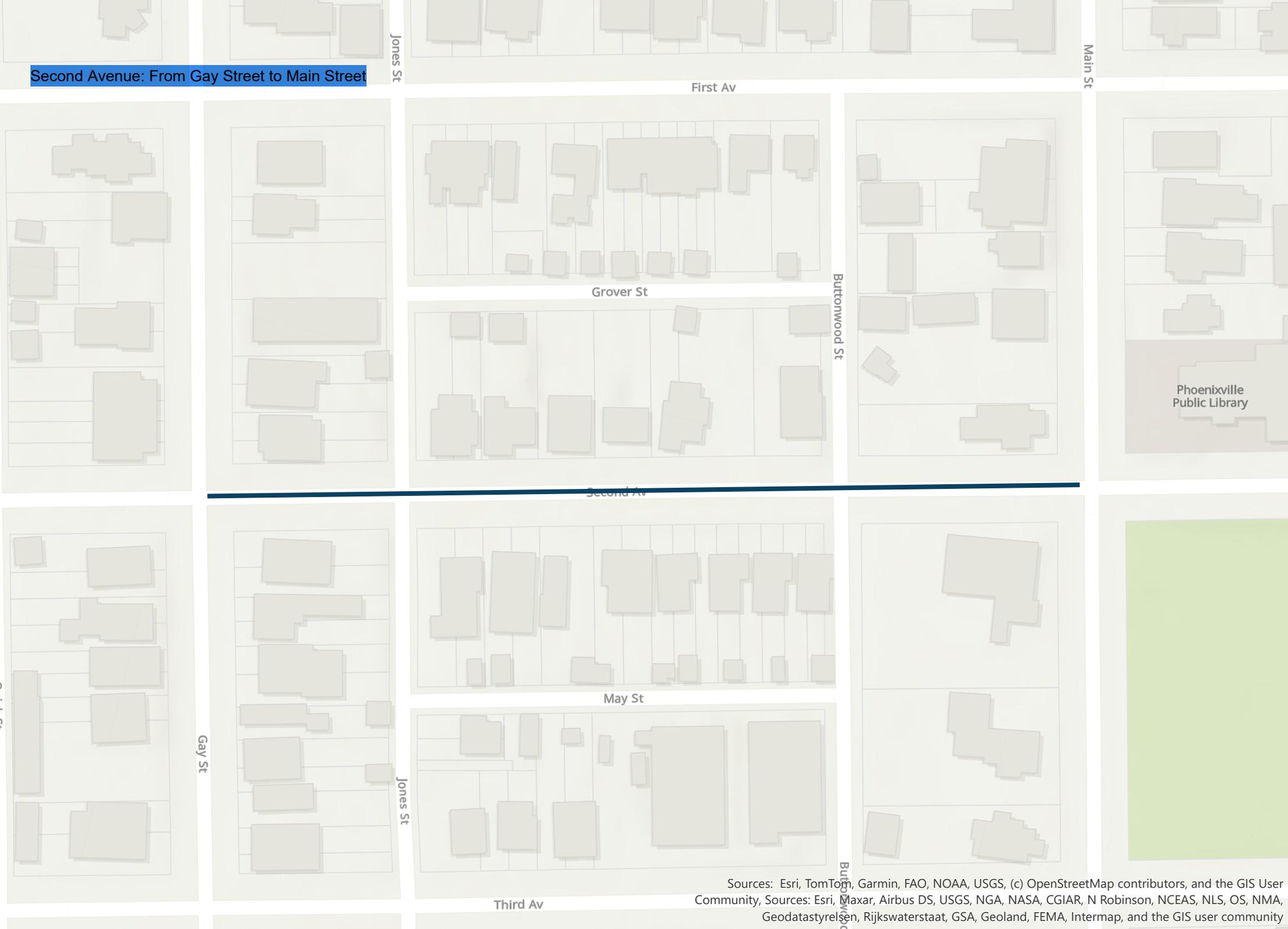


Prospect Street: From Starr Street to Main Street



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastystyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

Second Avenue: From Gay Street to Main Street



Jones St

First Av

Main St

Grover St

Buttonwood St

Phoenixville Public Library

Second Av

May St

Gay St

Jones St

Third Av

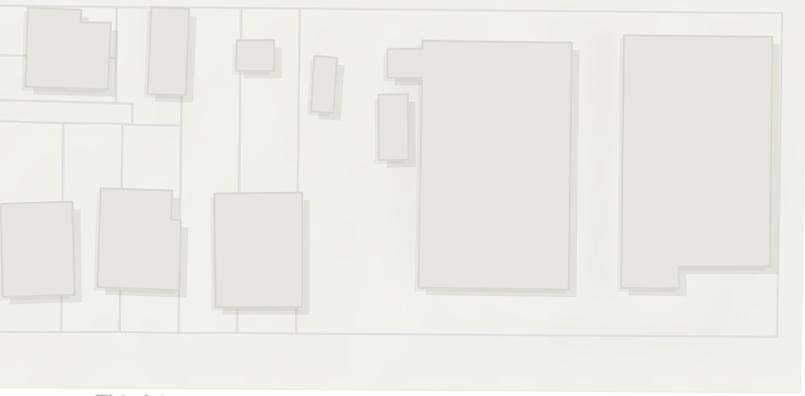
Buttonwood St

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

Buttonwood Street: From Fourth Avenue to Third Avenue



May St



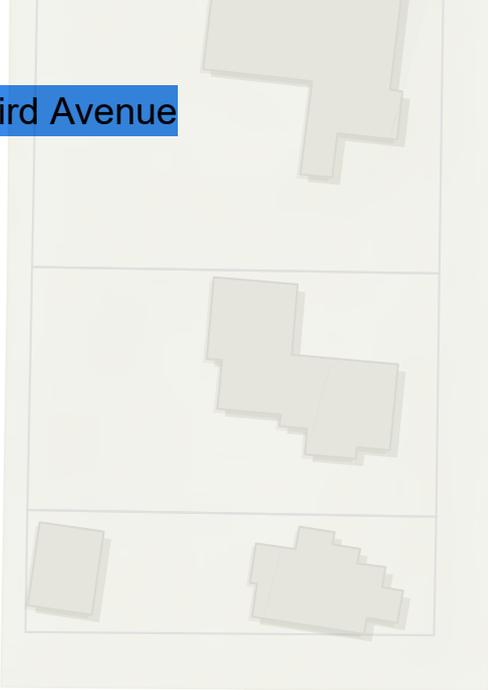
Third Av



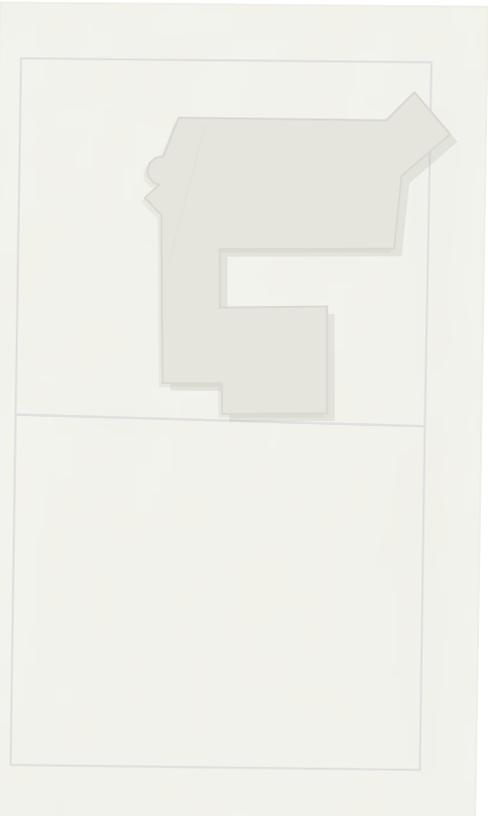
Pine St



Spruce St



Buttonwood St



Main St

