

**INVITATION TO BID
LOWER SAUCON TOWNSHIP**

Sealed proposals will be received by Lower Saucon Township, Northampton County, Pennsylvania, for:

**EQUIPMENT RENTAL AND LABOR FOR SURFACE TREATMENT
PROJECT +/- 72,000 SQUARE YARDS OF MUNICIPAL ROAD**

All bids must be submitted on forms furnished by the Township. Proposal forms for bidding are available at Town Hall, 3700 Old Philadelphia Pike, Bethlehem, PA 18015 and on the website at www.lowersaucontownship.org. The bid must be accompanied by a certified check or bid bond in the amount of 10% of the total amount bid, made payable to Lower Saucon Township.

Sealed bids will be accepted up to 12:00 p.m. on Thursday, May 15, 2025, and shall be opened and publicly read at that time at Town Hall, located at 3700 Old Philadelphia Pike, Bethlehem, PA 18015. The Council of Lower Saucon Township will publicly review and render its decision at their public meeting to be held on May 21, 2025.

The Council of Lower Saucon Township reserves the right to reject any and all bids. The said Council of Lower Saucon Township further reserves the right to reject any bid which is not on official bid forms.

Liquidated damages apply. Successful Bidder shall provide a Performance Guarantee in the form of a Certified Check or Performance Bond in the amount of not less than 100% of the total contract price within 20 calendar days of notice of award unless contract is completed within said 20 days.

John J. Finnigan, Jr.
Acting Township Manager



**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 May 15, 2025."
DATE

Lower Saucon Township
MUNICIPALITY (NAME & TYPE)

John J. Finnigan, Jr., Acting Township Manager
SECRETARY

Sealed Proposals will be received on or before
12:05 PM on the above Letting Date.
TIME

3700 Old Philadelphia Pike
Bethlehem, PA 18015
ADDRESS

Bids will be opened and read at approximately
12:05 PM, 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 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 Lower Saucon Township 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) Marshall testing of bituminous paving materials is not required (Sec. 401).
- 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).

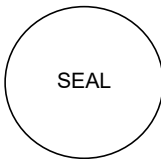
- 5 The contractor will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract 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.

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CONTRACTOR

WITNESSED OR ATTESTED BY:

TITLE: (SEAL)



TITLE: (SEAL)

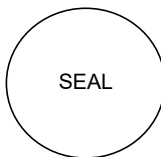
TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED

ACCEPTED ON : _____
DATE

Lower Saucon Township
MUNICIPALITY

ATTESTED BY:

TITLE:



TITLE:

TITLE:



THIS PORTION TO BE COMPLETED
BY THE MUNICIPALITY

ATTACHMENT 1

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

County: Northampton County

Municipality: Lower Saucon Township

Project Number: _____

LOCATION OF WORK:

DESCRIPTION OF WORK:

Equipment and Labor to do In-Place Surface Treatment (Tar and Chip) Project

ESCALATOR CLAUSE:(if adopted by Municipality.)

SCHEDULE OF PRICES

Item 1 No.	Approximate 2 Quantities	Unit 3	*Description 4	Estimated Hours	Total 6
			20' Bear Cat Computerized Chip spreader or equal with 2 operators	24	
			20' BearCat Computerized Asphalt Distributor or equal with operator	24	
			9 wheel pneumatic rubber tire roller or equal with operator	24	
			Tri-Axle Dump Truck with chipping bars for chipseal operation	44	
			Flag Person for chip seal operation. Flaggers must be ATSSA certified	24	
			Labor for chip seal operation	24	
			Regenerative Air Pick Up Style Street Sweeper Truck with operator	30	
			Kick Off Style Street Sweeper with Operator	18	
			One Way Equipment Mobilization (chipper & roller) Lump sum	1	
			Bids to be awarded as a total on all items to the lowest responsible bidder		
			The Township has the option to extend the awarded contract for a		
			period of Three (3) years, renewable in one (1) year increments, upon		
			mutual agreement between Township and Contractor.		

*** 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.

SUBTOTAL

SUBTOTAL FROM OTHER ATTACHMENTS

TOTAL AMOUNT OF BID

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".

Traffic Control and Safety Devices to be provided by the Contractor.

(PA. DEPART. Of TRANS. Publication 203, WORK ZONE TRAFFIC CONTROL, CURRENT EDITION.)

Delivery tickets for all materials.

CS-4171 Certificate of Compliance required for all materials.

X Notify the Municipality 5 working days prior to start of project.

Work to be completed on or before 10/15/25 . After 10/15/25 Liquidated damages apply at the rate of \$ 200.00 per calendar day.

Roadway to be power broomed by (contractor municipality)prior to start of project.

Excess material to be removed by (contractor municipality .)

Municipality to inspect project.

Need Bill of Lading for each shipment of bituminous material per Section 702.1(c) of Specifications 408.

Tack Coat required per Section 460, or 409 for superpave, of Specifications 408 and is incidental to paving item unless noted otherwise.

Prime Coat required per Section 461 of Specifications 408.

Bituminous Seal on all abutting pavement and curbs required.

Saw cut or Milled Paving Notch required and incidental to paving item unless noted otherwise.

Scratch/ Leveling Courses to be placed at the discretion of appointed inspector(s).

Full width pavement with one pass required.

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.

Municipality reserves the right to procure material which best suits their requirements after all bids and items are reviewed.

Completion of NON-COLLUSION AFFIDAVIT required.

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.

Provide design, which meets Specifications Form 408 to the municipality 5 days prior to start of work.

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 401 except Marshall Testing or for superpave Section 409 except for superpave volumetric testing.

Notice to Proceed will be the date of Contract acceptance.

Final Completion Certificate & Notice of Completion required.

Future award of Contract will be based on quality of work as determined by the municipality.

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

Municipality's Representative

Date

Lower Saucon Township

Company

Municipality



**PERFORMANCE BOND
(With Corporate Surety)**

KNOW ALL MEN BY THESE PRESENTS, That we,

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(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)

100% of the amount bid (\$) 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:

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CONTRACTOR

BY

TITLE:

TITLE:



Attest / Witness:

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SURETY COMPANY

TITLE:

TITLE:



KNOW ALL MEN BY THESE PRESENTS, that we

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as PRINCIPAL and _____
a corporation incorporated under the laws of the State of _____ as SURETY, are
held and firmly bond unto the _____ 0 _____, in the full and just sum of
_____ (\$ _____) dollars, lawful money of the
United States of America, to be paid to the said _____ 0 _____ 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
forebearance 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
forebearance being hereby waived.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly executed this Bond
under seal this _____ day of _____, 20 ____.

PLACE
SEAL
HERE

WITNESS:

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CONTRACTOR

TITLE:

BY:

TITLE:

PLACE
SEAL
HERE

WITNESS:

0

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) 0 CONTRACTOR

BY _____
SIGNATURE

Sworn to and subscribed before me this ____ day of _____ A.D. 20 ____ .

SIGNATURE

My Commission Expires _____ (DATE)

ANTI-COLLUSION AFFIDAVITCounty Northampton CountyMunicipality Lower Saucon TownshipProject Number 0State of 0Fed. Project No.
(If Applicable)County of 0

The undersigned deponent deposes and says that he is the _____

of the 0 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.

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(Contractor)

BY

Sworn to and subscribed before me the undersigned notary public this_____ **day of** _____, _____._____
Notary Public

My Commission expires _____

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION**CERTIFICATE OF COMPLIANCE**

1. ♦ **COUNTY:** _____ ♦ **MUNICIPALITY** _____ ♦ **TWP.#/ STREET** _____
 ♦ (To be completed by the party that will ship the material to the project, otherwise leave blank.)

2. I / WE hereby certify that the material listed on line 5 was Manufactured, Fabricated, Coated, Precasted, Produced
 (Circle one)

by _____
 (Name of Manufacturer, Fabricator, Coater, Precaster or Producer)

3. and the party listed above certifies that the material(s) on line 5 meets the requirements of

Publication 408, Section(s), _____

AASHTO, ASTM, Federal or other designation _____

4. The material listed below is being shipped to _____
 (Company Name)

5. **LOT NO. QUANTITY APPROVED MATERIAL AS LISTED IN BULLETIN # 14 or 15.**
BULLETIN # 41 or 42 PRODUCERS, LIST HMA / PCC JMF.

6. [] **CHECK HERE IF YOUR PRODUCT CONTAINS IRON OR STEEL** I / WE certify that we received a copy of the Mill Certification Form(s) from the manufacturer(s) of any steel or iron materials contained in our product and **all manufacturing processes** including coatings application (e.g.. epoxy, galvanizing, or painting) have occurred in the United States and we are maintaining copy(s), in our files in accordance with Section 106.03(b)3. Note: While coating materials themselves are not covered by Buy America, the application of these materials on steel or iron must occur in the United States.

7. **VENDOR CLASSIFICATION - CHECK ONE BLOCK ONLY**

☐ **# 1 Manufacturer, Fabricator, Coater, Precaster** ☐ **# 2 Distributor, Supplier or * Private Label Company**
Listed in Bulletin # 15, or Producer Listed in Not Listed in Bulletin # 15.
Bulletin # 14, 41 or 42 Also, complete line 9

I certify that the above statements are true and I certify that the material being supplied is one and the same to the best of my knowledge, fairly and accurately same as provided to us by the manufacturer listed on describe the product(s) listed. this document and quantities listed above are accurate.

8. **NAME (print) :** _____ **TITLE :** _____

COMPANY NAME : _____

SIGNATURE : _____ **DATE:** _____

9. List company that sold you the material(s) documented above: _____
 (Complete if you checked Block # 2 on line # 7, otherwise leave blank.) (Company Name)
 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.

* **Private Label Companies** must **identify** the true **manufacturer** (Line 2) and the **approved material** (Line 5) as **listed in Bulletin # 15.**