

Board of Supervisors:
Ronald Flatt, Chairman
Andrew Erie, Vice Chairman
Brian Hortert, Supervisor
Edward Latuska, Supervisor
Thomas Schiebel, Supervisor



Michael Gallagher, Solicitor
Olsen & Associates, Engineer
Crystal Sieffert, Secretary
Anthony Amendolea, Treasurer
Mark Lauer, Public Works Director
Richard Round, BCO/Zoning Official

INSTRUCTIONS TO BIDDERS

1. The contract documents shall consist of the advertisement for bids, instructions to bidders, specifications and bid forms, noncollusion affidavit, performance and payment bond forms, workers compensation affidavit, CDL Compliance Form, and hold harmless clause, all of which are hereto attached..
2. All bids shall be submitted on the form hereto attached, which may not be changed, modified, deleted or added to in any manner whatsoever, nor shall any written or printed communication be added thereto nor submitted therewith.
3. All bids shall be submitted in the place, time and manner set forth in the advertisement for bids.
4. The prices in this bid are neither directly nor indirectly the result of any agreement with any other bidder.
5. All blank spaces in the proposal shall be filled in clearly where indicated, either typed or written in ink. Altering and/or changing any part of this proposal will be sufficient reason for rejection.
6. The contractor hereby agrees to save harmless and fully indemnify Center Township and all its officers or agents from all damages, costs or expenses that may be at any time imposed or claimed for infringement of any patent right of any persons, association or corporation as a result of the use by Center Township or any of its officers, agents, or employees of the article(s) supplied under this contract and of which the contractor is not the patentee, assignee or licensee.
7. No contract may be assigned, sublet or transferred without written consent of the Board of Supervisors of Center Township.
8. The contract shall be awarded to the lowest responsible bidder, provided, however, that Center Township reserves the absolute right, in its discretion, to determine whether any bid is the equivalent of the specifications listed.
9. Center Township reserves the right to reject any and all bids, as well as to waive or assert any irregularity, informality or variation in any bids, as to it may appear to be in the best interest of the Township.
10. No award will be made to any bidder who, in the opinion of the Board of Supervisors, is in default on any bid proposal, or purchase order, or contract with the Township prior to date of the bid proposal under consideration.
11. The amount of the contract or contracts shall in all cases, whether of straight sale price, conditional sale, bailment lease or otherwise, be the entire amount which the Township shall be required to pay to the successful bidder or his assigns in order to obtain the services and/or property advertised for, and shall not be construed to mean only the amount which it pays to acquire title or to receive any other particular benefit of the whole bargain.
12. Center Township is **EXEMPT** from all excise taxes as well as State Sales Tax and Gasoline Taxes. **No tax shall be included in the bid price.** Successful bidders will be required to furnish tax exemption forms with their invoices.
13. All bids shall be accompanied by certified check or bid bond payable to Center Township in the amount of ten (10) percent(%) of the amount of the bid as a good-faith deposit conditioned for the bidder's compliance with all the

terms of the contract in the event the same shall be awarded to him. Such deposit shall be forfeited as liquidated damages in the event of failure of such companies. All such deposits shall be returned to the unsuccessful bidders.

14. Unless covered under the bonding requirements of the act of 12/20/67 (P.L.869, No.385), known as the "Public Works Contractors' Bond Law of 1967," the successful bidder shall furnish a bond guaranteeing performance of the contract, in the amount of one hundred percent of the amount of the contract, within twenty days after the contract is awarded. If the bidder fails to furnish the bond within twenty days, unless delivery is made or the entire contract is fulfilled during that time, the contract is void. Delivery, accomplishment and guarantees may be required in all cases.

15. The contractor shall be required to furnish a maintenance bond for one year from the date of completion of the project. the amount of this bond shall be the total cost of the materials and equipment rental furnished by the contractor.

16. The Board of Township Supervisors may reject all bids not meeting specifications. If a contractor furnishes articles not meeting specifications, and does not replace such articles, or if there is a failure to deliver within the specified time, the Township may contract for the same in the open market, deduct the expense, including any excess in price over that called for in the contract from the amount due the contractor from Center Township. If the amount due the contractor is not sufficient to meet such expenses in excess price paid for, the Township may proceed against the contractor or his sureties under the bond or surety, by proper action through the Township Solicitor.

17. Any article that is defective or fails in any way to meet the terms of the contract or purchase order will be rejected. The decision of the Board of Supervisors shall be final and the rejected material will be replaced by and at the expense of the contractor and standard warranties for articles shall be provided.

18. It is to be understood that any reference to a particular manufacturer's product either by trade name or by limited description, has been made solely for the purpose of more clearly indicating the minimum standard of quality desired. The term "or approved equal" is defined as meaning any other make equal in material, workmanship and service, and as efficient and economical in operation. An article meeting these conditions may be accepted.

19. Be certain that adequate postage to cover mailing is attached in order to insure prompt delivery of proposals. Center Township, Butler County, Pennsylvania, will not be responsible nor will it accept proposals delivered late or with postage due.

20. Bids may not be withdrawn for a period of sixty (60) days after the bid opening.

21. Bidder warrants that prices, terms, and conditions quoted herewith shall be firm for acceptance for a period of sixty (60) days from the date of the bid opening.

22. Bid price is to include all materials, labor, and any other associated costs with this project.

23. Bids will be accepted until 12 Noon, December 7, 2009 at the Center Township Office, 419 Sunset Drive, Butler, PA 16001 at which time they will be opened and publicly read. All bids shall be marked on the outside of the bid as follows:

"Bid proposal for letting on December 7, 2009, for Bituminous"



PROPOSAL AND CONTRACT FOR EQUIPMENT AND/OR MATERIALS ONLY *

INSTRUCTIONS ON PAGE 3

(THIS PROPOSAL INCLUDES INSTRUCTIONS TO BIDDERS)

A. DEPOSIT OF PROPOSALS.

- 1. All envelopes containing Bid proposals shall be clearly marked "Bid Proposal for letting of 12/7/2009 ." DATE

Center Township
MUNICIPALITY (NAME & TYPE)

Crystal Sieffert
SECRETARY

Sealed Proposals will be received on or before 12, Noon , on the above Letting Date. TIME

419 Sunset Drive
Butler, PA 16001

Bids will be opened and read at approximately 12, Noon , on the above Letting Date. TIME

ADDRESS
724-282-7805
MUNICIPAL CONTACT PHONE NUMBER

PROPOSALS MUST BE MAILED OR OTHERWISE DELIVERED TO THE ABOVE ADDRESS.

- 2. Supplier agrees to furnish and deliver those items for which prices have been indicated on the Schedule of Prices (Attachment 1) in accordance with the current PennDOT Specifications (Pub. 408), except bidders need not be prequalified by PennDOT (Sec. 102.01). It is understood that: (1) Bituminous materials will be purchased weight or converted gallons at 60 ºF. (2) Supplier must furnish Form CS-4171, CERTIFICATE OF COMPLIANCE and/ or TR-465 DAILY BITUMINOUS MIX CERTIFICATION. (3) The Municipality reserves the right to make an award on the basis of quotations received for any item or on the basis of the aggregate total for all like items on which quotations are received.
- 3. Contract shall expire in one year from Date of Award or December 31, 2010 (DATE)

B. CONTRACTOR'S CERTIFICATION

Proposal of _____ (NAME OF CONTRACTOR)

(ADDRESS)

- 1. It is hereby certified as follows:
 - a. The only person (s) having an interest in this proposal is (are) [include owners of leased equipment]:

 - b. None of the above persons are employees of the municipality.
 - c. This proposal is made without collusion with any other person, firm or corporation.
 - d. All specifications referred to above have been examined by the suppliers. The supplier understands that the quantities indicated herein are approximate and are subject to change as may be required; and that all work is payable on the basis of the unit prices listed on the Schedule of Prices (Attachment 1).
- 2. Accompanying this proposal is a certified check or bid bond in the amount of \$ _____ made payable to the municipality, as a proposal guarantee which, it is understood, will be forfeited in case the supplier fails to comply with the requirements of the proposal.
- 3. Name(s) of source(s) of supply of bituminous materials.

* For Contract Projects, use MS-944.

- 4. The supplier will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and of 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 and, when required by law, not less than the applicable prevailing wage.
- 5. The supplier will provide the municipality with a performance bond in the amount of 50% of the contract, conditioned upon the faithful performance of the contract.

WITNESS OR ATTESTED BY:

 TITLE:



 SUPPLIER
 BY: _____
 TITLE:



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

ACCEPTED ON:

ATTESTED BY:

 TITLE: Center Township Secretary

(SEAL)

December 9, 2009
 DATE

Center Township
 MUNICIPALITY

BY: _____
 TITLE: Chairman of The Supervisors

 TITLE: Vice Chairman of The Supervisors

TOTAL AMOUNT OF CONTRACT:
 \$ _____

 TITLE: Supervisor

ITEMS INCLUDED IN CONTRACT:

SCHEDULE OF PRICES FOR EQUIPMENT AND / OR MATERIALS

EQUIPMENT Type, Make, Model, Specifications: _____

Delivery Date: _____ F.O.B. _____

PRICE \$

	OUTRIGHT PURCHASE	- Trade-in	\$ _____
		Net	\$ _____

	RENTAL WITH PURCHASE OPTION (Rental to be applied to purchase price.)
	Rental: _____ per _____ (Hour, day, week, month, etc.)

PRICE \$ _____

- Trade-in \$ _____

Net \$ _____

PROPOSAL AND CONTRACT INSTRUCTIONS

1. The proposal must be typewritten or printed.
2. If more than one proposal on any project is submitted by any individual, firm or partnership, corporation or association under the same or different names, only one lowest proposal will be considered.
3. Bid bonds may be waived by municipality by crossing it out on Proposal Form 963.
4. Part A of page 1 is to be completed by the municipality. Part B of page 1 is to be completed by the supplier. Schedule of Prices - under equipment section the municipality must complete description, delivery date, delivery site, and check appropriate block (s) for outright purchase or rental with purchase option. Under material section all like materials must be listed together and space provided for a total of all like materials. EXAMPLE: All classes of concrete, all sizes of concrete pipe, all sizes corrugated metal pipe, all asphalt materials, etc. Columns 1, 2, 3, 4, and 5 (be sure to include delivery date) must be filled in by the municipality to insure equitable bidding. All of Columns 6, A, 7, B, 8, and C must be filled in by the supplier, unless otherwise indicated. (Unit Price delivered as directed does not apply to bituminous pavements. Use form MS-944.) If more space is needed, add note at the bottom of the page: " Continued on Attachment 1 - A" and add additional sheet designated as Attachment 1-A, 1-B, etc. Repeat note for each additional sheet required. Municipality may eliminate one or two pairs of Columns 6 through C, if no bids are desired under one or two of the options.
5. Performance bonds are provided by only the successful bidder. Bond must be in 50% of contract amount.
6. Where Materials for a Wearing Surface Treatment are part of the contract Average Daily Traffic (ADT) Count must be included in the description.
7. Contractor awarded the bid shall receive an approved copy of the contract.
8. Form MS-963 is not to be used for purchasing bituminous or other pavements in place. IF ALTERNATE BIDS MUST BE SECURED, BOTH MS-963 AND MS-944 MUST BE USED.
9. This form is PRIMARILY for use when work is performed by Local Forces.
10. An ESCALATOR CLAUSE is optional; however, it must be included in the proposal prepared by the Municipality. An escalator clause MAY NOT be inserted by the contractor.

SCHEDULE OF PRICES - MATERIALS

BIDDER NAME: _____

1	2	3*	4**	5	6	A	7	B	8***	C
ITEM NO.	APPROX. QUANTITY	UNIT	DESCRIPTION	REMARKS AND / OR DELIVERY DATES	UNIT PRICE FOB PLANT	TOTAL (2 x 6)	UNIT PRICE DELIVERED AT JOB SITE	TOTAL (2 x 7)	UNIT PRICE DELIVERED AS DIRECTED	TOTAL (2 x 8)
1	150	Ton	Special Bituminous Patching Material as listed in PennDOT Buletin #15, "Approved Construction Materials" (No latex materials)	FOB to Road Dept. Building Enclose Bulletin #15 listing with bid.						
		-	Township is Federal and State Tax exempt.							
		-	Township reserves the right to reject all or any part of any bid.							
		-	All Quantities are more or less.							
		-	Quote total price.							
		-	10% Bid bond required.							
		-	All materials be Penn Dot approved.							
		-	Quote price per ton.							
		-	Envelope must be clearly marked, "December 07th for letting Bituminous Material."							
		-	Non-Collusion affidavit is part of this contract and must be attached.							
		-	Successful bidder shall be required to submit a performance bond.							

* Gallons - Tons - Feet - etc.

** Includes Class - Size - Diameter

***For Bituminous or other Pavements in Place, Use Form 944
ALL COLUMNS MUST BE COMPLETED UNLESS OTHERWISE INDICATED.

USE OF CUTBACK ASPHALT IS PROHIBITED BETWEEN MAY 1 st
AND OCTOBER 31 st EXCEPT AS NOTED IN BULLETIN NO. 25.

**PERFORMANCE BOND
(With Corporate Surety)**

Attachment # 2

KNOW ALL MEN BY THESE PRESENTS, That we, _____

as Principal and _____

a corporation incorporated under the laws of the State of _____

as Surety, are held and firmly bound unto _____

in the full and just sum of _____

(\$ _____) dollars lawful money of the United States of America, to be paid to the above

Municipality or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above Municipality, bearing even date herewith, for the undertaking of certain obligations as therein set forth,

NOW, THEREFORE, the condition of this 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 set forth, then this Obligation shall be void, but otherwise the same shall be and remain in full force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the contract or its specifications with the express approval to 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

TITLE

BY

TITLE:



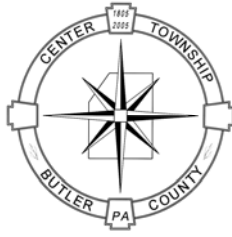
Attest / Witness

SURETY COMPANY

TITLE

TITLE:

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HOLD HARMLESS CLAUSE

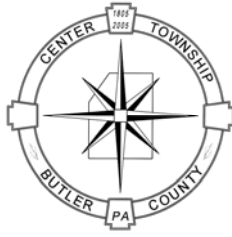
_____ agrees to indemnify Center Township or its
(Contractor's Name)

agents, employees or any other person against loss or expense, including attorney's fees, by reason of the liability imposed by law upon Center Township, except in the cases of Center Township's sole negligence, for damage because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage arising out of or in consequence of this agreement, whether such injuries to persons or damage to property are due or claim to be due to any passive negligence of Center Township, its employees or agents or any other person. It is further understood and agreed that the contractor shall, at the option of Center Township, defend Center Township with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in the defense of any suit arising hereunder.

(Contractor's Signature)

PLEASE NOTE: Any contractor performing work for Center Township must provide a Certificate of Insurance proving the contractor has the insurance necessary to cover his obligations to indemnify Center Township.

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INSTRUCTIONS FOR NONCOLLUSION AFFIDAVIT

1. This Noncollusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antbid-Rigging Act, 73 P.S. 1611 et seq., government agencies may require Noncollusion Affidavits to be submitted together with bids.
2. This Noncollusion 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 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 noncompetitive 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.

NONCOLLUSION AFFIDAVIT

Contract/Bid No. _____

State of _____ County of _____

I state that I am _____ of _____
(Title) (Firm Name)

and that I am authorized to make this affidavit on behalf of my firm and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with or inducement from any firm or person to submit a complementary or other noncompetitive bid.
5. _____, its affiliates, subsidiaries, officers,
(Firm Name)
directors and employees are not currently under investigation by any governmental agency and have not on the last four years been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges the above
(Firm Name)

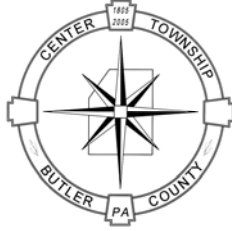
representations are material and important and will be relied on by Center Township in awarding the contract(s) for which this bid is submitted. I understand, and my firm understands, that any misstatement on this affidavit is and shall be treated as fraudulent concealment from Center Township of the true facts relating to the submission of bids for this contract.

(Signature and Title)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public My Commission expires _____.

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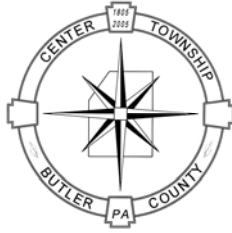
PSATS CDL PROGRAM

The Parties agree that the relationship between the Contractor and the Township is one of independent contractor and not employed/employee and that the individual employees of the Contractor who will be performing the work pursuant to this Contract are not employees of the Township. Contractor hereby certifies, represents and warrants to the Township that all persons performing any aspect of the work pursuant to this contract who are required to have a commercial driver's license are subject to a program for drug and alcohol testing in accordance with the Omnibus Transportation Employee Testing Act of 1991 and the federal regulations adopted pursuant thereto.

(Contractor's Signature)

(Contractor's Printed Name)

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PSATS CDL PROGRAM CONTRACTOR'S STATEMENT OF COMPLIANCE

Due to the nature of the work which this contractor may perform for this employer, this contractor must use employees who perform safety-sensitive functions for which a Commercial Drivers License (CDL) is typically required. Section 49 CFR 382.301 (c) (2) of the federal CDL regulations requires that, prior to the first time the Township uses a CDL employee employed by the Contractor, and every six months of the contract, the Contractor must certify that any CDL employees used by the Township remain covered by a qualified CDL drug and alcohol testing program.

If the Contractor is not participating in a qualified CDL drug and alcohol testing program at the time of the awarding of the contract, or at any six-month re-certification point, then all the Contractor's CDL employees must obtain a negative result on a pre-employment drug test before beginning (or continuing) contractor work for the Township. The PSATS CDL Program remains open to any contractor needing to join a qualified testing program.

Contractor

By signing below, I verify that this Contractor is a current participant in the following CDL testing program conforming to 49 CFR Part 40.

Contractor's Authorized Representative: _____

Today's Date: _____

Signature of Authorized Representative: _____

Contractor's CDL Testing Program: _____

Testing Program Phone Number: _____

Testing Program Contact Person: _____

Testing Program Address: _____

City: _____ State: _____ Zip Code: _____

Note: An original signed copy of this form must be permanently retained by the Township with this contract and a new form received every six (6) months of the contract's duration.