

NOTICE - On Monday, **NOVEMBER 30th , 2015** at 10:00 AM at the East Goshen Township Building, located at 1580 Paoli Pike, in East Goshen Township, in Conference Room 2 (2nd Floor), sealed bids will be opened for the following:

Fuel

- 1) 2,000 gallons 89 octane unleaded gasoline
- 2) 8,000 gallons #2 diesel fuel

Soda Ash

- 1) 24,000 lbs. grade 100 soda ash
 - 2) 14,000 gallons of Aluminum Sulfate 50% Low Iron
- *Must be delivered in a straight tank truck, NO TRAILERS

Rental Equipment with Operators

*Pennsylvania Prevailing Wage - Applies

- 1) Paver with screed man (18')
- 2) 10/14 ton vibratory roller
- 3) Tri axle dump trucks (10)
- 4) Laborers, only when requested (3)
- 5) 2,000 gallons tac coat truck
- 6) Milling Machine minimum width 6.5 foot drum

Rental Equipment Without Operators

- 1) Track loader – 2 yard bucket
- 2) Hydraulic excavator 20 ft. depth
- 3) Dozer 80 HP

Signs and Posts: PA DOT Approved, Traffic Control, Street Signs and Posts

Specifications are available at the Township Office. All bids must be submitted on forms provided by the Township. The Township reserves the right to reject any or all bids.

EAST GOSHEN TOWNSHIP
Mark S. Miller
Director of Public Works

**Please publish Monday November 9th , and Monday November 16th 2016.
Please provide proof of publication to Public Works Department**



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 11/30/2015 ."
 DATE

East Goshen Township
 MUNICIPALITY (NAME & TYPE)

Louis Smith
 SECRETARY

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

1580 Paoli Pike
 West Chester, PA 19380

ADDRESS

- Bids will be opened and read at approximately 10:00 AM , on the above Letting Date.
 TIME

610-692-7171
 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 F. (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 January 1, 2016
 (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:

(SEAL)

 DATE

 East Goshen Township
 MUNICIPALITY

BY: _____
 TITLE:

 TITLE:

TOTAL AMOUNT OF CONTRACT:
 \$ _____

 TITLE:

ITEMS INCLUDED IN CONTRACT:

SCHEDULE OF EQUIPMENT

BID ITEM	DESCRIPTION OF EQUIPMENT INCLUDING SIZE AND / OR CAPACITY	ESTIMATED HOURS OF USE	HOURLY RATE BID	ESTIMATED TOTAL
1.	Paver 18 feet	100		
2.	Vibratory Roller 10 to 14 ton	200		
3.	Milling Machine 6.5 foot drum	100		
4.	Tri Axle Dump Truck 80,000 GVWR (10)	800		
5.	Laborers (3)	200		
6.		ESTIMATED GALLONS	PRICE PER GALLON BID	
7.	Tack Coat Truck (gallons)	2000		
8.				
9.	See Exhibit A for additional requirements			
10.				
11.				
12.				

I certify that the equipment described above will be made available to the MUNICIPALITY and meet all terms described in the agreement to which this schedule is attached.

TOTAL _____

(SIGN) CONTRACTOR

Rental Equipment with Operators

2016

- 1) GENERAL: Bidder must bid all items. The equipment and labor will be used in conjunction with the Township's resurfacing program. The Township reserves the right to utilize its own equipment, other rental equipment, and/or trucks provided by its bituminous material supplier in conjunction with the Township's resurfacing program.
- 2) PAVER: Capable of paving 18 feet - In addition to the operator the Contractor shall provide a screed man with the paver for the hourly cost stated.
- 3) VIBRATORY ROLLER: 10 to 14 ton rating - The Contractor must be able to provide two (2) vibratory rollers if needed.
- 4) MILLING MACHINE: 6.5 foot drum - In addition to the operator the Contractor shall provide a ground man with the milling machine for the hourly cost stated
- 5) TRI AXLE DUMP TRUCKS: The Contractor must be able to provide ten (10) tri axle dump trucks with a GVWR of 80,000 lbs if needed.
- 6) LABORERS: The Contractor must be able to provide three (3) experienced laborers if needed.
- 7) TACK COAT TRUCK: The Contractor must be able to provide a tack coat truck with a minimum capacity of 2,000 gallons. Payment for the use of the tack coat truck shall be based on the gallons of tack coat applied. This payment shall include the tack coat.
- 8) DELIVERY: There will be no additional payment for delivery, mobilization, and/or return of the equipment. (See #7 in Section C on Page 1)
- 10) PERFORMANCE BOND: A Performance Bond 50% of the bid amount shall be submitted on the form provided (MS-970) within twenty (20) days after notification of award of the contract.
- 10) WORKMEN'S COMPENSATION INSURANCE: The Contractor during the term of this contract shall carry workmen's compensation insurance, insuring and covering any and all persons employed by him in the performance of this contract.

A certificate of insurance certifying the issuance of such Workmen's Compensation insurance policy shall be submitted within twenty (20) days after notification of award of the contract.

- 11) LIABILITY INSURANCE: The contractor shall maintain, during the term of this contract at its sole expense, the following minimum liability insurance coverage:

General public liability insurance (non-automotive) for bodily injury and property damage in the amount of \$500,000.00 per occurrence but with the aggregate limit of \$1,000,000.00.

Automotive liability insurance for bodily injury and property damage in the amount of \$1,000,000.00.

Or

General public liability insurance (non-automotive) for bodily injury and property damage and automotive liability insurance policies with coverage limits of less than the limits listed above and an umbrella policy that provides for limit of \$1,000,000.00 for general public liability insurance (non-automotive) and a limit of \$1,000,000.00 for automotive liability insurance.

The aforesaid policies of insurance shall be maintained in the amount set forth above and shall, inter alia, NAME EAST GOSHEN TOWNSHIP AS AN ADDITIONAL NAMED INSURED and be designed to protect the Township from any and all claims for damage of any kind or any nature whatsoever, including but not limited to wrongful death, which may arise from the obligation of the contractor in the performance of this contract, whether such obligation is controlled by the contractor himself or by someone either directly or indirectly employed by him for the purpose of accomplishing some obligation incumbent upon the contractor by the terms of this contract and shall otherwise indemnify and hold the Township harmless from any and all manner of claims, lawsuits, judgement, damages and executions and shall provide, at the insurer's expense, all necessary legal aid, counsel and representation.

Each and every policy of insurance maintained in accordance with the terms of this contract, shall carry with it an endorsement to the effect that the insurance carrier will convey to the Township, by certified mail, return receipt requested, written notice of any modification, alterations or cancellations of any policy or policies or the terms thereof; and said written notice must be received by the Township, at least ten (10) days prior to the effective date of any such modification, alteration or cancellation. If such modifications, alterations or cancellations shall cause the insurance coverage required hereunder to fail to meet the minimum requirement set forth herein, the contractor shall be deemed to be in default and the Township shall terminate this agreement as of the effective date of said change in insurance coverage and the surety on the performance bond shall be held responsible by the Township for any loss arising as a result there of.

A certificate of insurance depicting the aforementioned coverage limits and naming East Goshen Township, as an additional named insured shall be submitted within twenty (20) days after notification of award of the contract.

12) QUANTITIES: The estimated hours and gallons listed on the "Schedule of Equipment" are based on the best available information, and are not guaranteed. Payment will be made based on the hours the equipment and/or laborers are utilized and on the number of gallons of tack coat that is applied.

13) DRUG AND ALCOHOL TESTING: Successful bidder shall be documentation that the truck drivers meet the Federal Drug and Alcohol Testing requirements. This documentation shall be submitted within twenty (20) days after notification of award of the contract.

14) PREVAILING WAGE: The provisions of the Pennsylvania Prevailing Wage Act Apply (15-06249)

**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:

Prevailing Wage Rates Determination Request

November 09, 2015

Thank you for using our online request service. Your request has been submitted. You will receive an email response within two business days. Please contact us if you have additional comments or concerns.

Project Information:

County Location of Project: Chester
Estimated Project Cost: \$190,000.00
Project Name: East Goshen Township 2016 Resurfacing Program
Project Locality: East Goshen Township
General Description: Resurfacing of township roads
General Directions to Project: From West Chester PA go +- 3 miles east on Paoli Pike to East Goshen Township
Administrator/Awarding Agency: East Goshen Township
Administrator/Awarding Agency Contact: Louis F. Smith, Jr.
Administrator/Awarding Agency Telephone: (610) 692-7171
Award Date: 12/15/2015
Proposed Start Date: 1/1/2016
Estimated Completion Date: 12/31/2016

Contact Information:

Name: Louis F Smith, Jr
Title: Township Manager
Telephone: (610) 629-7171
E-mail: rsmith@eastgoshen.org
Address: 1580 Paoli Pike
West Chester, PA 19380