

RFP #2022-001 DOUBLE BITUMINOUS SEAL COAT BID INSTRUCTIONS

Proposals must be submitted on forms available from the Borough of Bath website. All envelopes containing bid proposals shall be clearly marked “Sealed Proposal for Double Bituminous Seal Coat Project April 11, 2022” and addressed to the Borough Manager Brad Flynn 121 S. Walnut Street, Bath, PA 18014. The Borough of Bath assumes no responsibility for proposals mailed and not received.

Project includes double bituminous seal coating of several borough streets: (1) Wolf St, (2) Pine St, (3) Center St., (4) Barral Ave, (5) Creek Rd, (6) Mulberry St, and (7) West St, (8) Green St, (9) Union St. **Approximately 14,131 square yards.**

The bid must be accompanied by a ten (10%) percent bid bond, or a certified check made payable to the Borough of Bath.

Bids will be accepted until 3:00 PM April 11, 2022. Bids will be publicly opened at 4:00 PM on Monday, April 11, 2022.

The bids will not be awarded until the Borough Council Meeting scheduled for April 13, 2022, at 6:00 PM. A performance bond or certified check in the amount of one hundred (100%) percent of the contract shall be furnished by the successful bidder within twenty (20) days after the contract is awarded. The Borough of Bath reserves the right to accept or reject any bid proposal in whole or in part or accept bids for some but not for all materials bid by a bidder.

Liquidated damages apply at the rate of eight-hundred seventy dollars (\$870.00) per calendar day. Work is scheduled to be completed no later than 09/01/2022.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

No pre-bidder's conference will be held for this project.

Bradford T. Flynn

Borough of Bath Secretary

ADVERTISE: **Thursday, March 24, 2022**
Thursday, March 31, 2022

FORM OF ADVERTISEMENT

Sealed proposals will be received by the:

Borough of Bath

of

Northampton

(City, Borough, Twp.: 1st. Cl. or 2nd Cl.)

(County)

at **121 S. Walnut Street**

Bath, PA 18014

(Address)

until **3:00 PM**, on **April 11, 2022**, for the following:

(Time)

(Month-Day-Year)

Options	Item Number	Quantity	Unit	Description
	1	2,487	sq. yds.	Double Bituminous Seal Coat
	2	2,756	sq. yds.	Double Bituminous Seal Coat
	3	1,373	sq. yds.	Double Bituminous Seal Coat
	4	1,334	sq. yds.	Double Bituminous Seal Coat
	5	1,053	sq. yds.	Double Bituminous Seal Coat
	6	1,007	sq. yds.	Double Bituminous Seal Coat
	7	2,113	sq. yds.	Double Bituminous Seal Coat
	8	1,778	sq. yds.	Double Bituminous Seal Coat
	9	230	sq. yds.	Double Bituminous Seal Coat
	TOTAL	14,131		

(NOTICE TO ADVERTISER, #N/A Indicates there is no information on that line.)

Liquidated damages apply at the rate of \$ 870.00 per calendar day.

Proposals must be upon the forms furnished by the Municipality.

For third class cities the bid must be accompanied by a certified check or bid bond in the amount of 10 % of the bid, made payable to the municipality. For other municipal types it is the discretion of the municipality.

A performance bond or certified check in the amount of 100% of the contract shall be furnished by the successful bidder within 20 days after the contract is awarded.

The Municipality reserves the right to reject any or all proposals.

Borough of Bath

(City, Borough, Twp: 1st. Cl. Or 2nd Cl.)

BY:

Bradford T. Flynn

(Name)

Secretary

(Title)

March 17, 2022

(Date)

THIS ADVERTISEMENT ENDS HERE

FOR DEPARTMENT USE ONLY

This advertisement meets the requirements of regulation 1300.

MS-981 (7-09)
First Edition



pennsylvania
DEPARTMENT OF TRANSPORTATION

ATTACH

NEWSPAPER

CLIPPING

HERE

AND RETURN TO

County: Northampton Bids Open: 4:00 PM

Municipality: Borough of Bath Date: April 11, 2022

Project Advertised

Newspaper

1 st Date March 24, 2022

 Daily

2nd Date March 31, 2022

X Weekly

 One Bidder Only

BIDDER	ADDRESS	AMOUNT
CONTRACT AWARDED TO:		

Remarks:

DATE : _____

Resolution: The Officials of Borough of Bath by majority action have accepted the Low bid and awarded the contract as indicated above.

Chairman-President of Council-Mayor

Supervisor-Other Official

Supervisor- Other Official

Secretary-Seal



**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
April 11, 2022."
DATE

Borough of Bath - Borough
MUNICIPALITY (NAME & TYPE)

Bradford T. Flynn
SECRETARY

Sealed Proposals will be received on or before
3:00 PM on the above Letting Date.
TIME

121 S. Walnut Street
Bath, PA 18014
ADDRESS

Bids will be opened and read at approximately
4:00 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/ 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 Bath 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 Bath
MUNICIPALITY

BY: _____
TITLE: _____

BY: _____
TITLE: _____

BY: _____
TITLE: _____



ATTESTED BY: _____
TITLE: _____

ATTACHMENT 1

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

County: Northampton

Municipality: Borough of Bath

Project Number: 2022-01

LOCATION OF WORK:

See List of Roads on Attachment 1-A

DESCRIPTION OF WORK:

Double Bituminous Seal Coat applied complete in place as per PennDOT PUB 408, Section 470. PennDOT approved design required as per Bulletin 27. Seal coat design to be based on #8 aggregate 1.0% loss by wash, less than 100 ADT, condition of existing surface category (C) slightly pocked, porous and oxidized surface, CRS-2PM asphalt emulsion.

ESCALATOR CLAUSE:(if adopted by Municipality.)

Contract contains an Escalator Clause for quantities of bituminous material of less than 100 tons of asphalt cement including asphalt cement residue contained in emulsions. PennDOT PUB 408, Section 110.04 will apply to quantities of bituminous materials greater than 100 tons of asphalt cement including asphalt cement residue contained in emulsions. (See Attachment 1-A for more information)

THIS PORTION TO BE COMPLETED
BY THE MUNICIPALITY

SCHEDULE OF PRICES

Item 1 No.	Approximate 2 Quantities	Unit 3	*Description 4	Unit 5 Price	Total 6
1	2,487	sq. yd.	Double Bituminous Seal Coat		
2	2,756	sq. yd.	Double Bituminous Seal Coat		
3	1,373	sq. yd.	Double Bituminous Seal Coat		
4	1,334	sq. yd.	Double Bituminous Seal Coat		
5	1,053	sq. yd.	Double Bituminous Seal Coat		
6	1,007	sq. yd.	Double Bituminous Seal Coat		
7	2,113	sq. yd.	Double Bituminous Seal Coat		
8	1,778	sq. yd.	Double Bituminous Seal Coat		
9	230	sq. yd.	Double Bituminous Seal Coat		
TOTAL	14,131	sq. yd.			

* 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.
FOR OPTION OR PHASE BIDS THE TOTALS FOR
EACH MUST BE INCLUDED.

	SUBTOTAL	
SUBTOTAL FROM OTHER ATTACHMENTS		
BID TOTAL FOR A NON OPTION / PHASE BID		
OPTION 1 OR PHASE 1 BID TOTAL		
OPTION 2 OR PHASE 2 BID TOTAL		
OPTION 3 OR PHASE 3 BID TOTAL		

Attachment 1-A
2022 Double Bituminous Seal Coat Program
List of Roads

Double Bituminous Seal Coat

ROAD	FROM-TO	LENGTH/WIDTH (Feet)	S.Y.	ADT
1 - Wolf Street	W. Northampton St to Pine St	746'/30'	2,487	<50
2 - Pine Street	Poplar St to Wolf St	775'/32'	2,756	<50
3 - Center Street	Walnut St to Craig St	412'/30'	1,373	<50
4 - Barrall Avenue	Chestnut St to Walnut St	316'/38'	1,334	<50
5 - Creek Road	Monocacy Creek Bridge to Chestnut St	316'/30'	1,053	<50
6 - Mulberry Street	W. Main St to Green St	453'/20'	1,007	<50
7 - West Street	Mulberry St to Race St	951'/20'	2,113	<50
8 - Green Street	Mulberry St to Race St	800'/20'	1,778	<50
9 - Union Street	W. Barber St to W. Main St	207'/10'	230	<50
TOTAL			14,131 SY	

****Measurements and calculations of quantities are for bidding purposes only; final measurements will be conducted by a representative from the Contractor and a representative from the Municipality and final payment will be based on these mutually agreed to measurements and quantities.***

My signature signifies that I have read and understand the above conditions and 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_____
Company_____
Municipality



**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.)
- X 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 9/1/2022 . After 9/1/2022 Liquidated damages apply at the rate of \$ 870.00 per calendar day.
- X Roadway to be power broomed by (contractor ☒ municipality ☐)prior to start of project.
- X Excess material to be removed by (contractor ☒ municipality ☐ .)
- X Municipality to inspect project.
- X 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.
- 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.
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.
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.
- X Contractor required to review proposed project with Municipality's Representative prior to bidding.
- X 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.
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.
- X This contract contains an escalator clause for the Price Adjustment of Bituminous Materials for small quantities. See the attached Resolution. A small quantity is a contract that uses or indicates for placement 100 tons or less of asphalt cement based on the actual mix designs or material specifications for the materials incorporated into the project.

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 Bath

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-Collusion 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)



pennsylvania

DEPARTMENT OF TRANSPORTATION

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 Bath _____ in the full and just sum of
(NAME OF MUNICIPALITY)

(\$ _____) dollars

lawful money to the United States of America, to be paid to the above Municipality or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

NOW, THEREFORE, the condition of this obligation is such that if the above bounden Principal, as Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said Contract, including the Specifications and conditions referred to and made a part thereof, and such alterations as may be made in said Specifications as therein provided, and shall well and truly, and in a manner satisfactory to the municipality fulfill all obligations as therein set forth, then this Obligation shall be void, but otherwise the same shall be and remain in full force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the contractor or its specifications with the express approval of the Municipality or the Principal to the other, shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the surety of any such alteration or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this Bond under Seal, pursuant to due and legal action authorizing the same to be done on _____

(DATE OF BOND)

PLACE
SEAL
HERE

Attest / Witness:

CONTRACTOR

BY

TITLE: _____

TITLE: _____

PLACE
SEAL
HERE

Attest / Witness:

SURETY COMPANY

TITLE: _____

TITLE: _____



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 bond unto the _____, in the full and just sum of
 _____ (\$ _____) dollars, lawful money of the
 United States of America, to be paid to the said _____ 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

)

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)

CONTRACTOR

BY

SIGNATURE

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

SIGNATURE

My Commission Expires

(DATE)

ANTI-COLLUSION AFFIDAVIT



County Northampton

Municipality Borough of Bath

Project Number 2022-01

Fed. Project No. _____
(If Applicable)

State of Pennsylvania

County of Northampton

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 Bath**MUNICIPALITY****NOTICE OF COMPLETION****IN REFERENCE TO PROJECT #** 2022-01**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

1. ♦COUNTY: _____ ♦LR/SR: _____ ♦SEC/SEG: _____ ♦ECMS#: _____
 (♦ - 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

By _____ (Name of Manufacturer, Fabricator, Coater, Precaster or Producer) _____ (Supplier Code)

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 Listed in Bulletin # 15, or Producer Listed in Bulletin # 14, 41 or 42**

I certify that the above statements are true and to the best of my knowledge, fairly and accurately describe the product(s) listed.

☐ **#2 Distributor, Supplier or *Private Label Company Not Listed in Bulletin # 15. Also, complete line 9**

I certify that the material being supplied is one and the same as provided to us by the manufacturer listed on this document and quantities listed above are accurate.

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

COMPANY NAME : _____

SIGNATURE : _____ **DATE:** _____
 By Responsible Company Official (QC Staff only if you checked block #1 on line 7)

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.**