

## **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.

Step 6. (2) Copies of **Attachment 2 - Performance Bond, Attachment 3 – Payment Bond, Attachment 4 – Affidavit RE: (Accepting Provisions of the Workman's Compensation Act), Form 7126 – Anti-Collusion Affidavit and MS – NCP form - 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.





County: Lancaster Bids Open: 1:00PM

Municipality: Millersville Borough Date: March 19, 2025

ATTACH  
NEWSPAPER  
CLIPPING  
HERE  
AND RETURN TO

Project Advertised Newspaper  
1 st Date February 18, 2025  Daily  
2nd Date February 25, 2025  Weekly

One Bidder Only

BIDDER	ADDRESS	AMOUNT
<b>CONTRACT AWARDED TO:</b>		

Remarks:

\_\_\_\_\_ DATE : \_\_\_\_\_

Resolution: The Officials of Millersville Borough 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 March 19, 2025 ." DATE

Millersville Borough  
MUNICIPALITY (NAME & TYPE)

Rebecca DeSantis-Randall  
SECRETARY

Sealed Proposals will be received on or before 1:00PM on the above Letting Date. TIME

100 Municipal Drive  
Millersville PA 17551  
ADDRESS

Bids will be opened and read at approximately 1:00PM , 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 Millersville Borough 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:

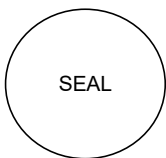
- 1 The only person interested in the proposal as principal (s) is (are):  
\_\_\_\_\_  
\_\_\_\_\_
- 2 None of the above persons are employees of the municipality.
- 3 This proposal is made without collusion with any other person, firm or corporation.
- 4 All plans and specifications referred to above 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**

**WITNESSED OR ATTESTED BY:**

\_\_\_\_\_  
 TITLE: (SEAL)



\_\_\_\_\_  
 TITLE: (SEAL)

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

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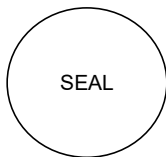
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**ACCEPTED ON :** \_\_\_\_\_  
 DATE

\_\_\_\_\_  
 Millersville Borough  
 MUNICIPALITY

**ATTESTED BY:**

\_\_\_\_\_  
 TITLE:



\_\_\_\_\_  
 TITLE:

\_\_\_\_\_  
 TITLE:

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**ATTACHMENT 1**

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

County: Lancaster

Municipality: Millersville Borough

Project Number: 25-36412-001

**LOCATION OF WORK:**

1. E. Cottage Ave ( From N. George St. To a point 90 ft past Herr Ave) 2. Herr Ave (From E. Cottage Ave to Cicle Rd) 3. Circle Rd ( From Herr Ave to End Of cul-de-sac)

**DESCRIPTION OF WORK:**

Mill to a maximum depth of 2". Level as directed by Borough. Resurfacing 1 1/2" of 9.5mm superpave wearing course in place. All streets are to be paved in no more than two passes.

ESCALATOR CLAUSE:( if adopted by Municipality.)  
Resolution # 2025-001

THIS PORTION TO BE COMPLETED BY THE MUNICIPALITY

**SCHEDULE OF PRICES**

1 Item No.	2 Approximate Quantities	3 Unit	4 *Description	5 Unit Price	6 Total
1	11,500	S.Y.	Milling to a maximum depth of 2"		
2	500	tons	Superpave Asphalt Mixture Design, 9.5mm, PG 64-22 Scratch or Leveling Course, 0.3-3.00 million ESAL's as directed		
3	950	tons	Superpave Asphalt Mixture Design, 9.5mm, PG 64-22 Wearing Course, 0.3-3.00 million ESAL's to a depth of 1 1/2 inches		
				<b>SUBTOTAL</b>	
				<b>SUBTOTAL FROM OTHER ATTACHMENTS</b>	
				<b>TOTAL AMOUNT OF BID</b>	

**\* 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.

## PROPOSAL AND CONTRACT INSTRUCTIONS- FORM 944

- 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.
- 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 \$250.00 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 under \$5,000 - bonds must be in 50 % of the contract amount. Contracts in excess of \$5,000 - bonds must be in 100 % of the amount of 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 \$25,000, are subject to the provisions of the Pennsylvania Prevailing Wage Act 442. It is the responsibility of the municipality to obtain 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)**

**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 \_\_\_\_\_ 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 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 \_\_\_\_\_ (\$ \_\_\_\_\_) 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 <sup>he has</sup> have  
it has

accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with

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 Lancaster

Municipality Millersville Borough

Project Number 25-36412-001

State of \_\_\_\_\_

Fed. Project No. \_\_\_\_\_  
( If Applicable )

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 \_\_\_\_\_



# 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)

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 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**.