



**PROPOSAL & CONTRACT
(WHEN EXECUTED)**

(THIS PROPOSAL INCLUDES
INSTRUCTIONS TO BIDDERS)

A. DEPOSIT OF PROPOSALS.

All envelopes containing Bid proposals shall be clearly marked “**Paving** proposals for letting
April 14 , 2026 ”
 Date
 Sealed Proposals will be received on or before
6:30 PM On the above letting date
 Time
 Bids will be opened and read at approximately
7:00 PM
 Time

Middleburg Borough, Snyder County
 Municipality Name and Type
Elizabeth Paige
 Administrator
13 North Main Street
 Address
Middleburg, PA 17842
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 Office _____ 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 on or before Sep. 11 , 2026. If all work is not completed on time, liquidated damages will be assessed at the rate of \$ 975.00 per additional working day.

3. Accompanying this proposal is a certified check or bid Bond in the amount of 10 % of Bid 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 requirement of the proposal.

4. Performance and Payment Bonds in the amount of 100% and proof of Worker’s Compensation insurance must be supplied within 20 day of receipt of bid award to the Municipality.

B. PROPOSAL OF: _____
 Name of Contractor

 Address

CONTRACTOR’S CERTIFICATION

It is hereby certified as follows:

1. The only person(s) interested in this 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 prices 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 contractor 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 Work's Contractors' Bond Law of 1967; and an affidavit accepting the provisions of the Workmen's Compensation Act of 1915, as amended.

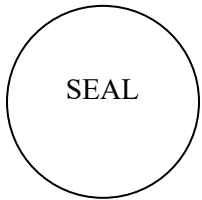
7. "The parties agree that the relationship between the Contractor and the Township is one of independent contractor and not the employer/employee and that the individual employees of the Contractor who will be performing the work pursuant to this contract are not employees of the Township. Contractor 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 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

WITNESSED OR ATTESTED BY:

BY: _____
Title (Seal)

Title



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

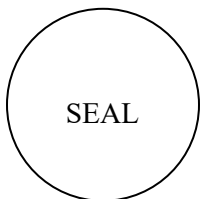
ACCEPTED ON: _____
Date

Municipality

ATTESTED BY:

Title

BY: _____
Title



Title

Title

ATTACHMENT # 1

LOCATION OF WORK:

Middleburg Borough, Snyder County

SOUTH CHARLES AVE	185	18	4.50	ASPHALT MILLING (MILLINGS RETAINED BY MUNICIPALITY)(4 1/2" DEPTH)	SY	370
	185	18	3.00	SUPERPAVE ASPHALT BINDER COURSE 19 MM, PG 64S-22, <0.3 MILLION ESALS, SRL-L, 3" DEPTH	TON	67
	185	18	1.50	SUPERPAVE ASPHALT WEARING COURSE (FINE GRADE) 9.5 MM, PG 64S-22, <0.3 MILLION ESALS, SRL- L, 1/2" SCRATCH 1" WEARING	TON	34
EDMUND AVE EAST TO WEST 0-72	72	34	2.25	SUPERPAVE ASPHALT WEARING COURSE (FINE GRADE) 9.5 MM, PG 64S-22, <0.3 MILLION ESALS, SRL- L, 3/4" SCRATCH 1 1/2" WEARING	TON	37
72-518	446	24	2.25	SUPERPAVE ASPHALT WEARING COURSE (FINE GRADE) 9.5 MM, PG 64S-22, <0.3 MILLION ESALS, SRL- L, 3/4" SCRATCH 1 1/2" WEARING	TON	161
518-1185	667	30	2.25	SUPERPAVE ASPHALT WEARING COURSE (FINE GRADE) 9.5 MM, PG 64S-22, <0.3 MILLION ESALS, SRL- L, 3/4" SCRATCH 1 1/2" WEARING	TON	301
AS DIRECTED				SIDE ROAD/STREET DRIVE TIE-INS	TON	6
AS DIRECTED				FLEXIBLE BASE REPLACEMENT W/ 19 MM BINDER	TON	40

ATTACHMENT #1
CONTINUED

518-1185 RT	667	6	6.00	ASPHALT WIDENING (INCLUDES EXCAVATION, COMPACTION AND 25 MM BASE COURSE)	SY	445
1185-1335	150	20	2.25	SUPERPAVE ASPHALT WEARING COURSE (FINE GRADE) 9.5 MM, PG 64S-22, <0.3 MILLION ESALS, SRL- L, 3/4" SCRATCH 1 1/2" WEARING	TON	45
SOUTH SPRING ALLEY	170	11	4.00	ASPHALT MILLING (MILLINGS RETAINED BY MUNICIPALITY)(4" DEPTH)	SY	208
	170	11	3.00	SUPERPAVE ASPHALT BINDER COURSE 19 MM, PG 64S-22, <0.3 MILLION ESALS, SRL-L, 3" DEPTH	TON	38
	170	11	1.00	SUPERPAVE ASPHALT WEARING COURSE (FINE GRADE) 9.5 MM, PG 64S-22, <0.3 MILLION ESALS, SRL- L, 1" WEARING	TON	13
NORTH SPRING ALLEY	170	11	4.00	ASPHALT MILLING (MILLINGS RETAINED BY MUNICIPALITY)(4" DEPTH)	SY	208
	170	11	3.00	SUPERPAVE ASPHALT BINDER COURSE 19 MM, PG 64S-22, <0.3 MILLION ESALS, SRL-L, 3" DEPTH	TON	38
	170	11	1.00	SUPERPAVE ASPHALT WEARING COURSE (FINE GRADE) 9.5 MM, PG 64S-22, <0.3 MILLION ESALS, SRL- L, 1" WEARING	TON	13

ADDENDUM #1 to Change the Total Binder Quantity item number 8

DESCRIPTION OF WORK:

Flexible Base Replacement W/ 19 MM Binder

Furnish, place and compact the binder course as directed and tabulated for base repairs. This item includes sawing the existing pavement to neat lines tack coat on vertical edges, and removal and disposal of excavated material at no additional cost. The binder course is to be placed to match the existing surface. Contractor to follow current Pub 408 Section 316 Specifications.

Asphalt Widening (Includes Excavation, Compaction and 25 MM Base Course)

Contractor to excavate, compact subgrade, place base course and compact. Contractor to follow tabulated dimensions. Also included with this work is tacking vertical edges. Contractor to coordinate with municipality a location for excavated material for a waste area. Base course to match existing roadway surface. Contractor to follow current PUB 408 Sections 491, 203 and 313.

Superpave Asphalt Wearing Course (Fine Grade) 9.5 MM, PG 64S-22, <0.3 Million ESALS, SRL-L, 3/4" Scratch, 1 1/2" Wearing

Superpave Asphalt Wearing Course (Fine Grade) 9.5 MM, PG 64S-22, <0.3 Million ESALS, SRL-L, 1/2" Scratch, 1" Wearing

Furnish and place Asphalt Scratch Course at tabulated compacted depth across entire cross-section of roadway. After Scratch Course is placed, contractor to place wearing course at tabulated depth. Contractor to follow current Pub 408 Specifications Section 410. Tack Coat is incidental to this item.

Superpave Asphalt Wearing Course (Fine Grade) 9.5 MM, PG 64S-22, <0.3 Million ESALS, SRL-L, 1" Wearing

Furnish and place Asphalt Wearing Course at tabulated depth. Contractor to follow current Pub 408 Specifications Section 410. Tack Coat is incidental to this item.

Asphalt Milling 4" Depth (Municipality Maintained)

Asphalt Milling 4 1/2" Depth (Municipality Maintained)

Contractor to mill and clean existing pavement at depths tabulated. Contractor to follow current Pub 408 Section 491 Specifications. Contractor to coordinate with municipality for milling stockpile location.

Superpave Asphalt Binder Course 19 MM, PG 64S-22, <0.3 Million ESALS, SRL-L, 3" Depth

Furnish and place Asphalt Binder Course at tabulated depth. Contractor to follow current Pub 408 Specifications Section 413.

Side Road/Street Drive Tie-Ins

Furnish and place 9.5 MM Wearing Course for Tie ins. Milled notches, cleaning and sealing of joints is included in this item of work. This work is as directed by municipality. Contractor to follow current Pub 408 Section 410 and 413.

Note: Incidental to the above items is mobilization, cleaning of roadway, paving notches for all bituminous tie-ins (side roads and driveways), tack coat on existing roadway as need or directed, sealing of joints and traffic control according to Pub. 213.

Contractor must restore any damaged areas from construction operations, this includes road signs, curbing, sidewalk, lawn, trees, steps, or personal property damage. Contractor is responsible for 811 Call and coordination with utilities. Contractor to coordinate with municipality for restoration requirements.

ATTACHEMNT #1
CONTINUED

The municipality will withhold payments if all the above requirements are not met.

No work on August 3-9 and August 21,22,23 2026

PA Prevailing wage rates apply

ESCALATOR CLAUSE: IS INCLUDED IN THIS CONTRACT.

Price Adjustment of Bituminous Material – Section 110.04

The contractor must also provide the municipality a copy of the price adjustment calculation prior to placing any material and a copy with the final invoice.

Special provision to this item is that the minimum 100 Ton asphalt cement is waived.

Mifflinburg Borough

Schedule of Prices					
Item No.	Quantity	Unit	Description of Work	Unit Price	Total
1	40	TON	Flexible Base Replacement W/ 19 MM Binder		
2	445	SY	Asphalt Widening (Includes Excavation, Compaction and 25 MM Base Course)		
3	544	TON	Superpave Asphalt Wearing Course (Fine Grade) 9.5 MM, PG 64S-22, <0.3 Million ESALS, SRL-L, 3/4" Scratch, 1 1/2" Wearing		
4	34	TON	Superpave Asphalt Wearing Course (Fine Grade) 9.5 MM, PG 64S-22, <0.3 Million ESALS, SRL-L, 1/2" Scratch, 1" Wearing		
5	26	TON	Superpave Asphalt Wearing Course (Fine Grade) 9.5 MM, PG 64S-22, <0.3 Million ESALS, SRL-L, 1" Wearing		
6	416	SY	Asphalt Milling 4" Depth (Municipality Maintained)		
7	370	SY	Asphalt Milling 4 1/2" Depth (Municipality Maintained)		
8	143	TON	Superpave Asphalt Binder Course 19 MM, PG 64S-22, <0.3 Million ESALS, SRL-L, 3" Depth		
9	6	TON	Side Road/Street Drive Tie-Ins		
16	1	LS	Escalator Clause Adjustment of Bituminous Materials IB = \$-----/Ton Advertised Month, District 3-0	N/A	N/A
				Total Amount of Contract:	

MS-944 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 any individual, firm or partnership, corporation or association under the same 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 Attachment No. _____.”
 - B. Where Binder Surfaces are a part of this Contract, Average Daily Traffic (ADT) Count must be included in the description.
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 – ID-2, FJ1, FB1, BCBC, etc.) must be filled in by the municipality to insure equitable bidding. Column #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 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 \$ _____ 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 contract amount. Bond Form 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; however, if used, it must be included n 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)

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 _____ (\$ _____) dollars

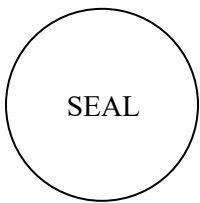
lawful money of the United States of America, to be paid to the above Municipality or its assigns, to which payment well
and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the above bouden 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 obligations such that if the 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 contract 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 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)

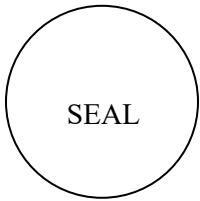


Attest / Witness

CONTRACTOR

TITLE

BY: _____
TITLE



Attest / Witness

SURETY COMPANY

TITLE

BY: _____
TITLE

KNOW ALL MEN BY THESE PRESENTS, that we, _____
of _____, as PRINCIPAL and _____
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 true 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 to 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 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:

TITLE

WITNESS:

TITLE

CONTRACTOR

BY:

TITLE

SURETY COMPANY

BY:

TITLE

ANTI-COLLUSION AFFIDAVIT



County _____

Municipality _____

Project Number _____

Fed. Project No. _____

(If Applicable)

State of _____

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 _____



_____ MUNICIPALITY

NOTICE OF COMPLETION

IN REFERENCE TO PROJECT # _____

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.**