

2022 ROAD PROGRAM

**NEW BRITAIN TOWNSHIP
BITUMINOUS WEARING COURSE**

“CONTRACT A”

Bid Opening of August 9, 2022

10:00 A.M.

**NEW BRITAIN TOWNSHIP
207 PARK AVENUE
CHALFONT, PA 18914**

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Matt West
Township Manager

TOWNSHIP OF NEW BRITAIN

Bucks County, Pennsylvania
Founded: 1723

BOARD OF SUPERVISORS

Gregory T. Hood, Chair
William B. Jones, III, Vice-Chair
Cynthia M. Jones
MaryBeth McCabe, Esq.
Stephanie Shortall

July 18, 2022

The Intelligencer
Legal Advertising
333 North Broad Street
Doylestown, PA 18901

RE: Legal Advertisement – Account # 3-086712006

Please publish the following Legal Notice on **Wednesday, July 20, 2022, and Tuesday, July 26, 2022**

NOTICE

Sealed proposals will be received by New Britain Township of Bucks County, Pennsylvania at 207 Park Avenue, Chalfont, PA 18914 until 10:00 a.m. on Tuesday, **August 9, 2022**, for Contract "A" Bituminous Wearing Course. Contract "A" consists of a base bid for Cedar Hill Road & Schoolhouse Road and Alternative #1 for Naomi Lane & Far View Road. All materials must meet PENN DOT Pub. 408 standards. Alternative #1 will be accepted or rejected at the Township's discretion. Bidding documents for Contract "A" may be obtained at the Township Building at the address noted above or emailed to interested parties. Interested bidders should send emails to bids@newbritaintownship.org. Bids must be accompanied by certified check or bid bond in the amount of ten percent (10%) of the bid made payable to New Britain Township and must be received in sealed envelope prior to the bid opening. Bids will be opened at 10:00 am on Tuesday, **August 9, 2022**, at the Township Municipal Building and contract awards will be considered at the Regular Meeting of the Board of Supervisors beginning at 7:00 pm on Monday **August 15, 2022**. Proposals must be upon the forms furnished by New Britain Township. Contract "A" will require prevailing wage rates. New Britain Township reserves the right to accept or reject any and all proposals or to award alternatives individually to the lowest qualified bidder.

Ryan Cressman
Public Works Superintendent

##

Please furnish Proof of Publication. Thank You
Sincerely,
NEW BRITAIN TOWNSHIP

Michael Walsh, Assistant Township Manager

INSTRUCTIONS TO BIDDERS

1. General

- a. The proposal must be typewritten or printed.
- b. New Britain Township reserves the right to increase, decrease, add or eliminate the items/street locations and/or quantities on the bid proposal in order to maintain the contract price within available funding.
- c. 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.
- d. New Britain Township reserves the right to accept or reject any and all bids and/or to award alternatives individually to the lowest qualified bidder.

2. Qualifications of Bidders

The owner will make such investigations as it deems necessary to determine the ability and competency of the Bidder to perform the work in the manner and within the time limit stipulated, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, such as evidence to the resources to fulfill the conditions of the Contract and Specifications. The Owner reserves the right to reject any bids received if the investigation fails to satisfy the Owner that such a bidder is properly qualified to carry out the obligations of the contract and to complete the work as specified.

In addition to the financial qualifications, the Bidder may be required to prove to the satisfaction of the Owner that he has within the two year period prior to the submission of this bid, successfully completed a contract for similar work in an amount of not less than seventy-five per cent (75%) of the amount of the proposed Contract.

In determining bidder responsibility for this work, attention will be given to the method of maintenance which the bidder plans to follow, the available experienced and skilled men which he plans to use in the prosecution of the work; and the type of equipment and material he plans to utilize.

Bidders shall be PennDot pre-qualified at the time of the bid opening and submit a copy of Certification and what certification is for.

3. Contents of Proposal Forms and Submission

The Form of Proposal shall remain intact, with all papers bound with or attached, and shall all be submitted before the date and time specified. Proposals shall be submitted in separate sealed envelopes labeled with the name of the project, date and time of bid opening.

The following executed documents shall be included with the submission:

- A. Proposal and Contract (MS-944)
- B. Attachment 1 to MS-944 (Proposal and Contract)
- C. Special Provisions to Contract MS-944 (Attachment 1-A)
- D. Affidavit RE Accepting Provisions of the Workman's Compensation Act
- E. Anti-Collusion Affidavit
- F. Form of Guaranty
- G. Bid Bond or Certified Check
- H. Public Works Employment Verification Form

4. Contractors Insurance

Without restricting the obligations and liability assumed by the Contractor under other sections of the specifications, the Contractor shall at his own cost and expense purchase and maintain in force until final acceptance of his work, the forms of insurance coverage described hereafter. It is the intent of the required insurance to protect the Contractor, the Owner and the Engineer from claims under Workmen's Compensation Act; and from claims for damage to property; damages because bodily injury, including death, which may arise from and during operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements apply to prime contractors and subcontractors as well, unless specifically noted to the contrary.

At the time of execution of the contracts, certificates of Insurance must be furnished to the Owner and be acceptable with respect to form, coverage and company. Each certificate must provide for 10 days prior to notice, to the owner, of any cancellation or change of limits, and such notice shall be sent by registered or certified mail, with return receipt. Additional named insured shall be New Britain Township.

The minimum Limits of Insurance shall be as follows:

- a. Workmen's Compensation
 - As required by Statute
- b. General Liability
 - Bodily Injury - \$1,000,000.00
 - Property Damage - \$100,000.00
- c. General Umbrella Liability
 - Not less than \$2,000,000.00
- d. Automotive Liability
 - Combined Single Limit (Each Accident) - \$1,000,000.00

In addition, the Contract shall maintain any other insurance necessary to protect against claims resulting from his actions, personnel, subcontractors, or equipment.

5. Payment and Performance Bonds

Payment and Performance Bonds shall be 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 the contract. Bond forms MS-944 Attachments 2 & 3 and Workmen's Compensation Affidavit Attachment 4 must be submitted by the successful bidder within 15 days of the contract award. Failure to submit the bonds shall constitute grounds to cancel the contract.

6. Construction Time

The contract time for this project will be twenty (20) working days. The Contractor will be permitted to work on weekends or holidays with special permission of the owner.

7. Maintenance Guarantee

The Contractor shall guarantee for a term of one (1) year from the date of acceptance of the work to maintain stability of all materials and work and to promptly make good and replace all inferior or poor materials and work and to remedy all defects in materials or workmanship, all shrinkage, breakage, settlement or other faults of any kind whatsoever arising there from at his own expense. In order to secure the required guarantee, the owner shall be assured by means of a proper guaranty in the form of a bond or the deposit of funds or security in escrow in an amount equal to fifteen (15) percent of the final contract prices. Neither the acceptance of the completed work nor the making of the final payment shall release the Contractor from any of the obligations provided by this guarantee. If the Contractor fails to comply with a notice to remedy work to satisfaction the owner may cause the work to be done and collect the costs from the bonding company or escrow funds.

8. Safety Requirements

It shall be the single and sole responsibility of the Contractor to ensure that its activities comply with applicable safety requirements. The Owner shall not owe any duty under the Contracts or otherwise to the Contractor or its agents, employees or guests to inspect the work or otherwise ensure compliance by the Contractor with applicable safety requirements. No increases in the contract price or extensions in contract completion time shall be given by the Owner as the consequence of the Contractor's failure to so comply.

9. PennDOT Liquid Fuels

The bidder must be fully knowledgeable on the rules and standards of PennDOT liquid Fuels pertaining to execution of contract, subcontracting, PennDOT Roadway Specifications (Pub. 408), and other requirements relating to this project.

10. Quantity Variations

Where the quantity of work shown for an item in the bid schedule, including any modification thereof, is estimated, no adjustment of the contract price, or the performance time, shall be made for overruns or underruns which are within twenty-five percent (25%) of the estimated quantity of any such item.

For underruns or overruns of more than twenty-five percent (25%), the Owner shall re-estimate the quantity for the item, establish an equitable contract price for the underrun or overrun of more than twenty-five (25%) percent, adjust contract performance time equitably, and modify the Contract in writing accordingly' this clause to thereafter be applicable to the total re-estimated item quantity.



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

Contractor

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, _____, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

Authorized Representative Signature



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 August 9, 2022 ." DATE

NEW BRITAIN TOWNSHIP MUNICIPALITY (NAME & TYPE) MATT WEST, TOWNSHIP MANAGER SECRETARY

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

207 PARK AVENUE CHALFONT, PA 18914 ADDRESS

Bids will be opened and read at approximately 10:00AM , 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 NEW BRITAIN TOWNSHIP as well as the supplements and special requirements contained herein and/ or attached hereto and current PennDOT Specifications (Publication 408), and (a) 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:

Three horizontal lines for contractor name and address.

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.

- 7 All the Contract documents referenced in this bid packet are incorporated specifically into the Contract

CONTRACTOR

BY: _____ **DATE:** _____
TITLE:

WITNESSED OR ATTESTED BY: _____ **DATE:** _____
TITLE:

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

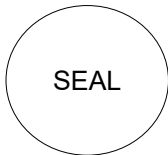
ACCEPTED ON : _____
DATE

NEW BRITAIN TOWNSHIP
MUNICIPALITY

BY: _____
TITLE: TOWNSHIP MANAGER

BY: _____
TITLE:

BY: _____
TITLE:



ATTESTED BY: _____
TITLE: ASSISTANT TOWNSHIP MANAGER

**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 SEVEN working days prior to start of project.
- X Work to be completed on or before 10/31/2022 . After 10/31/2022 Liquidated damages apply at the rate of \$ 500.00 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.
Need Bill of Lading for each shipment of bituminous material per Section 702.1(c) of Specifications 408.
- X 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.
- X Bituminous Seal on all abutting pavement and curbs required.
- X 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.
- X 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.
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.
- X 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.
Contractor, notify all residents of pending work to be performed.
- X Completion of Non-Collusion Affidavit Required
- X Completion of Public Works Employment Verification Form (E-Verify) Required
- X Daily Job Mix Formual Must Be Faxed to 215-822-3624 for every day blacktop is used

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

NEW BRITAIN TOWNSHIP

Municipality

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Bidder:

2. Bidder's Legal Address:

3. When Organized:

4. If a Corporation, where incorporated:

5. How many years have you been engaged in the contracting business under your present firm or trade name?

6. General character of work performed by your company:

7. List the number of Pennsylvania residents you employ:

8. List the background and experience of the principal members of your organization who will be directly involved in the completion of this project.

9. Contract on hand: (Schedule these, showing amount of each contract, and the appropriate anticipated dates of completion.)

10. Have you ever failed to complete any work awarded to you? If so, where, and why?

11. Have you ever defaulted on a contract? If so, where, and why?

12. List your experience in Bituminous Wearing Course in Pennsylvania to date. List a minimum of 15 completed contracts with dates of completion, size of project, owner and contact person (can attach separate sheet)

13. List the more important projects recently completed by your company in Pennsylvania, stating the approximate cost of each, and the month and year completed.

14. Have you ever been debarred from bidding on public projects? If so what States and why?

15. List all the equipment to be used for this contract; specifying year, make and model.

16. Will you, upon request, fill out a detailed financial statement, and furnish any other information that may be required by the "Owner"?

17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the "Owner" in verification of this Statement of Bidder's Qualifications.

Dated at _____ this _____ Day of _____, 2018

(Name of Bidder)

By: _____

Title: _____

State of _____, County of _____

Being duly sworn, deposes and says that he/she is _____
(Title)

of _____, and that he/she answers to the

(Name of Organization)

foregoing questions and all statements therein contained are true and correct. Subscribed and sworn before me this _____ day of _____, 2018.

Notary Public

My Commission Expires: _____

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

[Redacted box]

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
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)

ATTACHMENT 5

RATES OF WAGES

When indicated herein the Contractor and any subcontractor shall fully comply with the applicable Wage Rate Decisions of the United States Department of Labor or the Commonwealth of Pennsylvania Department of Labor and Industry, or the New Jersey Department of Labor and Industry.

The following (Checked) Wage Rates will apply to this job:

 X PENNSYLVANIA DEPARTMENT OF LABOR

REQUIREMENTS UNDER THE PENNSYLVANIA PREVAILING WAGE ACT

- a. The contractor shall pay no less than the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442) as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.
- b. Workmen shall be paid no less than such general prevailing minimum wage rates and such other provisions to assure payment thereof as heretofore set forth in this section.
- c. The contract provisions shall apply to all work performed on the contract by the contractor and to all work performed on the contract by all subcontractors.
- d. The Contractor shall insert in each of his subcontracts all of the stipulations contained in these required provisions and such other stipulations as may be required.
- e. No workmen may be employed on the public work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary the procedure set forth in Section 7 of these regulations shall be followed.
- f. All workmen employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship that exists or the nature of any contractual relationship which may be alleged to exist between any Contractor, subcontractor and workmen, not less than once a week without deduction or rebate on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the contract, the Act or these regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any workman on public work.
- g. The Contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any change thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay

workmen their wages. The posted notice of wage rates must contain the following information:

1. Name of Project
 2. Name of public body of which it is being constructed.
 3. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
 4. The general prevailing minimum wage rate determined for each craft and classification and the effective date of any changes.
 5. A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor and/or subcontractor are not complying with the Act or these Regulations in any manner whatsoever they may file a protest in writing with Secretary of Labor and Industry within three (3) months of the date of the occurrence, objecting to the payment to any contractor to the extent of the amount or amounts due to become due to them as wages for work performed on the public work project. Any workmen paid less than the rate specified in the contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.
- h. The contractor and all subcontractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the public work and such record must include any deductions from each workman. The record shall be preserved for two years from the date of payment and shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the Secretary or his duly authorized representatives.
- i. Apprentices shall be limited to such numbers as shall be in accordance with the bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on the public work project. Any workmen using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeymen in the particular craft and/or classification.
- j. Wages shall be paid without any deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workmen.
- k. Payment of compensation to workmen for performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed

violation of the Act and these Regulations, regardless of the average hourly earnings resulting therefrom.

- I. Each Contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of work on the contract with the contracting agency, under oath, and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions of the contract as prescribed by this Section 3 of these Regulations, or if any wages remain unpaid to set forth the amount of wages due and owing to each workman respectively.

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project Name:	New Britain Township Road Program - Contract A
Awarding Agency:	New Britain Township
Contract Award Date:	8/15/2022
Serial Number:	22-05518
Project Classification:	Highway
Determination Date:	6/28/2022
Assigned Field Office:	Philadelphia
Field Office Phone Number:	(215)560-1858
Toll Free Phone Number:	
Project County:	Bucks County

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 22-05518 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	5/1/2021		\$54.35	\$39.95	\$94.30
Boilermaker (Commercial, Institutional, and Minor Repair Work)	1/1/2019		\$29.26	\$18.48	\$47.74
Boilermakers	1/1/2021		\$49.32	\$34.90	\$84.22
Boilermakers	1/1/2022		\$50.17	\$35.30	\$85.47
Bricklayer	5/1/2021		\$45.45	\$30.61	\$76.06
Bricklayer	5/1/2022		\$46.45	\$31.06	\$77.51
Carpenter - Chief of Party (Surveying & Layout)	5/1/2021		\$47.47	\$28.71	\$76.18
Carpenter - Instrument Person (Surveying & Layout)	5/1/2021		\$41.28	\$28.71	\$69.99
Carpenter - Rodman (Surveying & Layout)	5/1/2021		\$20.64	\$20.31	\$40.95
Carpenters	5/1/2021		\$41.28	\$28.71	\$69.99
Carpenters	5/1/2022		\$42.53	\$28.71	\$71.24
Cement Finishers & Plasterers	5/1/2022		\$38.57	\$32.39	\$70.96
Cement Masons	5/1/2021		\$40.70	\$33.46	\$74.16
Cement Masons	5/1/2022		\$42.05	\$33.46	\$75.51
Dockbuilder, Pile Drivers	5/1/2022		\$45.73	\$37.99	\$83.72
Dockbuilder, Pile Drivers	10/31/2022		\$47.23	\$37.99	\$85.22
Dockbuilder, Pile Drivers	5/1/2023		\$50.48	\$37.99	\$88.47
Dockbuilder, Pile Drivers	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder, Pile Drivers	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder, Pile Drivers	5/1/2026		\$56.98	\$37.99	\$94.97
Dockbuilder/ Pile driver diver	5/1/2022		\$57.16	\$37.99	\$95.15
Dockbuilder/ Pile driver diver	10/31/2022		\$58.66	\$37.99	\$96.65
Dockbuilder/ Pile driver diver	5/1/2023		\$63.10	\$37.99	\$101.09
Dockbuilder/ Pile driver diver	5/1/2024		\$66.25	\$37.99	\$104.24
Dockbuilder/ Pile driver diver	5/1/2025		\$69.04	\$37.99	\$107.03
Dockbuilder/ Pile driver diver	5/1/2026		\$71.23	\$37.99	\$109.22
Dockbuilder/pile driver tender	5/1/2022		\$45.73	\$37.99	\$83.72
Dockbuilder/pile driver tender	10/31/2022		\$47.23	\$37.99	\$85.22
Dockbuilder/pile driver tender	5/1/2023		\$50.48	\$37.99	\$88.47
Dockbuilder/pile driver tender	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder/pile driver tender	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder/pile driver tender	5/1/2026		\$56.98	\$37.99	\$94.97
Drapery Installers	5/1/2009		\$31.09	\$21.34	\$52.43
Drywall Finisher	5/1/2022		\$38.93	\$29.96	\$68.89
Electricians	6/1/2021		\$42.65	\$23.06	\$65.71
Electricians	6/1/2022		\$43.80	\$23.73	\$67.53
Electricians	6/1/2023		\$46.49	\$23.06	\$69.55
Elevator Constructor	1/1/2021		\$61.43	\$36.36	\$97.79
Floor Coverer	5/1/2021		\$45.74	\$29.21	\$74.95
Floor Coverer	5/1/2022		\$48.00	\$29.21	\$77.21
Floor Coverer	5/1/2023		\$50.12	\$29.21	\$79.33
Floor Coverer	5/1/2024		\$52.19	\$29.21	\$81.40
Floor Layer	5/1/2018		\$43.11	\$28.09	\$71.20
Glazier	5/1/2021		\$45.67	\$34.38	\$80.05

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 22-05518 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Glazier	5/1/2022		\$46.09	\$35.61	\$81.70
Interior Finish	5/1/2019		\$30.20	\$25.80	\$56.00
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2021		\$47.70	\$39.51	\$87.21
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2022		\$49.70	\$39.51	\$89.21
Iron Workers (Riggers)	7/1/2017		\$39.83	\$27.92	\$67.75
Ironworker (Rodman)	7/1/2020		\$44.82	\$31.60	\$76.42
Laborers (Class 01 - General)	5/1/2020		\$32.05	\$25.25	\$57.30
Laborers (Class 01 - See notes)	5/1/2019		\$30.20	\$25.80	\$56.00
Laborers (Class 02 - see notes)	5/1/2020		\$35.15	\$26.15	\$61.30
Laborers (Class 03 - See notes)	5/1/2020		\$32.47	\$25.43	\$57.90
Laborers (Class 04 - See notes)	5/1/2020		\$32.47	\$25.43	\$57.90
Laborers (Class 05 - See notes)	5/1/2020		\$32.05	\$25.25	\$57.30
Landscape Laborer	5/1/2020		\$26.55	\$23.13	\$49.68
Marble Finisher	5/1/2022		\$38.27	\$29.15	\$67.42
Marble Mason	5/1/2022		\$45.90	\$31.20	\$77.10
Mason Tender, Cement	5/1/2019		\$30.52	\$25.98	\$56.50
Millwright	5/1/2021		\$48.60	\$33.19	\$81.79
Millwright	5/1/2022		\$50.60	\$33.19	\$83.79
Operators (Building, Class 01 - See Notes)	5/1/2021		\$49.50	\$31.51	\$81.01
Operators (Building, Class 01 - See Notes)	5/1/2022		\$51.04	\$31.97	\$83.01
Operators (Building, Class 01A - See Notes)	5/1/2021		\$52.51	\$32.39	\$84.90
Operators (Building, Class 01A - See Notes)	5/1/2022		\$54.05	\$32.85	\$86.90
Operators (Building, Class 02 - See Notes)	5/1/2021		\$49.25	\$31.44	\$80.69
Operators (Building, Class 02 - See Notes)	5/1/2022		\$50.79	\$31.90	\$82.69
Operators (Building, Class 02A - See Notes)	5/1/2021		\$52.26	\$32.32	\$84.58
Operators (Building, Class 02A - See Notes)	5/1/2022		\$53.81	\$32.77	\$86.58
Operators (Building, Class 03 - See Notes)	5/1/2021		\$45.16	\$30.24	\$75.40
Operators (Building, Class 03 - See Notes)	5/1/2022		\$46.71	\$30.69	\$77.40
Operators (Building, Class 04 - See Notes)	5/1/2021		\$44.87	\$30.14	\$75.01
Operators (Building, Class 04 - See Notes)	5/1/2022		\$46.41	\$30.60	\$77.01
Operators (Building, Class 05 - See Notes)	5/1/2021		\$43.14	\$29.64	\$72.78
Operators (Building, Class 05 - See Notes)	5/1/2022		\$44.69	\$30.09	\$74.78
Operators (Building, Class 06 - See Notes)	5/1/2021		\$42.16	\$29.34	\$71.50
Operators (Building, Class 06 - See Notes)	5/1/2022		\$43.70	\$29.80	\$73.50
Operators (Building, Class 07A- See Notes)	5/1/2021		\$60.00	\$36.21	\$96.21
Operators (Building, Class 07A- See Notes)	5/1/2022		\$61.86	\$36.75	\$98.61
Operators (Building, Class 07B- See Notes)	5/1/2021		\$59.72	\$36.11	\$95.83
Operators (Building, Class 07B- See Notes)	5/1/2022		\$61.57	\$36.66	\$98.23
Painters Class 1 (see notes)	5/1/2021		\$41.24	\$30.29	\$71.53
Painters Class 1 (see notes)	2/1/2022		\$48.62	\$30.29	\$78.91
Painters Class 2 (see notes)	2/1/2021		\$47.56	\$29.35	\$76.91
Painters Class 2 (see notes)	2/1/2022		\$59.58	\$30.33	\$89.91
Painters Class 4 (see notes)	5/1/2021		\$41.62	\$30.29	\$71.91

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 22-05518 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Painters Class 4 (see notes)	5/1/2022		\$41.77	\$31.61	\$73.38
Plasterers	5/1/2021		\$38.37	\$31.84	\$70.21
plumber	5/1/2021		\$59.83	\$36.16	\$95.99
plumber	5/1/2022		\$62.73	\$36.61	\$99.34
Pointers, Caulkers, Cleaners	5/1/2021		\$46.75	\$29.50	\$76.25
Pointers, Caulkers, Cleaners	5/1/2022		\$47.64	\$30.06	\$77.70
Roofers (Composition)	5/1/2021		\$40.33	\$33.12	\$73.45
Roofers (Composition)	5/1/2022		\$41.48	\$33.87	\$75.35
Roofers (Shingle)	5/1/2021		\$30.50	\$21.55	\$52.05
Roofers (Slate & Tile)	5/1/2021		\$33.50	\$21.55	\$55.05
Sheet Metal Workers	5/1/2021		\$53.84	\$45.94	\$99.78
Sheet Metal Workers	5/1/2022		\$55.75	\$47.28	\$103.03
Sign Makers and Hangars	7/17/2021		\$29.49	\$23.90	\$53.39
Sprinklerfitters	5/1/2021		\$60.83	\$30.34	\$91.17
Sprinklerfitters	5/1/2022		\$62.79	\$31.43	\$94.22
Steamfitters	5/1/2021		\$60.47	\$40.89	\$101.36
Steamfitters	5/1/2022		\$64.57	\$40.59	\$105.16
Stone Masons	5/1/2021		\$44.90	\$30.75	\$75.65
Stone Masons	5/1/2022		\$45.90	\$31.20	\$77.10
Terrazzo Finisher	5/1/2022		\$42.44	\$27.71	\$70.15
Terrazzo Grinder	5/1/2022		\$42.71	\$27.71	\$70.42
Terrazzo Mechanics	5/1/2021		\$48.01	\$28.81	\$76.82
Terrazzo Mechanics	5/1/2022		\$48.81	\$29.46	\$78.27
Tile Finisher	5/1/2022		\$38.27	\$29.15	\$67.42
Tile Setter	5/1/2022		\$48.81	\$29.46	\$78.27
Truckdriver class 1(see notes)	5/1/2021		\$36.48	\$17.96	\$54.44
Truckdriver class 2 (see notes)	5/1/2021		\$36.58	\$17.96	\$54.54
Truckdriver class 3 (see notes)	5/1/2021		\$36.83	\$17.96	\$54.79
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 22-05518 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter - Chief of Party (Surveying & Layout)	5/1/2021		\$59.93	\$27.69	\$87.62
Carpenter - Chief of Party (Surveying & Layout)	5/1/2022		\$60.71	\$29.06	\$89.77
Carpenter - Chief of Party (Surveying & Layout)	5/1/2023		\$63.24	\$29.06	\$92.30
Carpenter - Chief of Party (Surveying & Layout)	5/1/2024		\$65.19	\$29.06	\$94.25
Carpenter - Chief of Party (Surveying & Layout)	5/1/2025		\$67.15	\$29.06	\$96.21
Carpenter - Chief of Party (Surveying & Layout)	5/1/2026		\$69.10	\$29.06	\$98.16
Carpenter - Instrument Person (Surveying & Layout)	5/1/2021		\$52.11	\$27.69	\$79.80
Carpenter - Instrument Person (Surveying & Layout)	5/1/2022		\$52.79	\$29.06	\$81.85
Carpenter - Instrument Person (Surveying & Layout)	5/1/2023		\$54.99	\$29.06	\$84.05
Carpenter - Instrument Person (Surveying & Layout)	5/1/2024		\$56.69	\$29.06	\$85.75
Carpenter - Instrument Person (Surveying & Layout)	5/1/2025		\$58.39	\$29.06	\$87.45
Carpenter - Instrument Person (Surveying & Layout)	5/1/2026		\$60.09	\$29.06	\$89.15
Carpenter - Rodman (Surveying & Layout)	5/1/2021		\$41.69	\$21.34	\$63.03
Carpenter - Rodman (Surveying & Layout)	5/1/2022		\$42.23	\$22.41	\$64.64
Carpenter - Rodman (Surveying & Layout)	5/1/2023		\$43.99	\$22.41	\$66.40
Carpenter - Rodman (Surveying & Layout)	5/1/2024		\$45.35	\$22.41	\$67.76
Carpenter - Rodman (Surveying & Layout)	5/1/2025		\$46.71	\$22.41	\$69.12
Carpenter - Rodman (Surveying & Layout)	5/1/2026		\$48.07	\$22.41	\$70.48
Carpenter	5/1/2021		\$51.76	\$28.04	\$79.80
Carpenter	5/1/2022		\$52.79	\$29.06	\$81.85
Carpenter	5/1/2023		\$54.99	\$29.06	\$84.05
Carpenter	5/1/2024		\$56.69	\$29.06	\$85.75
Carpenter	5/1/2025		\$58.49	\$29.06	\$87.55
Carpenter	5/1/2026		\$60.19	\$29.06	\$89.25
Cement Masons	5/1/2021		\$39.65	\$33.41	\$73.06
Dockbuilder, Pile Drivers	5/1/2022		\$45.73	\$37.99	\$83.72
Dockbuilder, Pile Drivers	11/1/2022		\$47.23	\$37.99	\$85.22
Dockbuilder, Pile Drivers	5/1/2023		\$50.48	\$37.99	\$88.47
Dockbuilder, Pile Drivers	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder, Pile Drivers	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder, Pile Drivers	5/1/2026		\$56.98	\$37.99	\$94.97
DockBuilder/ Divers (Building Heavy & Highway)	5/1/2020		\$52.44	\$37.27	\$89.71
Dockbuilder/ Pile driver diver	5/1/2022		\$57.16	\$37.99	\$95.15
Dockbuilder/ Pile driver diver	11/1/2022		\$59.04	\$37.99	\$97.03
Dockbuilder/ Pile driver diver	5/1/2023		\$63.10	\$37.99	\$101.09
Dockbuilder/ Pile driver diver	5/1/2024		\$66.25	\$37.99	\$104.24
Dockbuilder/ Pile driver diver	5/1/2025		\$69.04	\$37.99	\$107.03
Dockbuilder/ Pile driver diver	5/1/2026		\$71.23	\$37.99	\$109.22
Dockbuilder/pile driver tender	5/1/2022		\$45.73	\$37.99	\$83.72
Dockbuilder/pile driver tender	11/1/2022		\$47.23	\$37.99	\$85.22
Dockbuilder/pile driver tender	5/1/2023		\$50.48	\$37.99	\$88.47
Dockbuilder/pile driver tender	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder/pile driver tender	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder/pile driver tender	5/1/2026		\$56.98	\$37.99	\$94.97

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 22-05518 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
DockBuilder/Pile Drivers/ Diver Tender	5/1/2020		\$43.70	\$37.27	\$80.97
Electric Lineman	5/31/2021		\$57.93	\$30.22	\$88.15
Electric Lineman	5/30/2022		\$59.17	\$31.48	\$90.65
Electric Lineman	5/29/2023		\$60.48	\$32.77	\$93.25
Electric Lineman	6/3/2024		\$62.07	\$33.96	\$96.03
Electricians	6/1/2022		\$44.46	\$23.06	\$67.52
Electricians	6/1/2023		\$46.49	\$23.06	\$69.55
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2021		\$47.70	\$39.51	\$87.21
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2022		\$49.70	\$39.51	\$89.21
Iron Workers	1/1/2020		\$49.80	\$34.41	\$84.21
Ironworker (Rodman)	7/1/2020		\$44.82	\$31.60	\$76.42
Laborers (Class 01 - See notes)	5/1/2021		\$36.20	\$25.65	\$61.85
Laborers (Class 02 - See notes)	5/1/2021		\$36.40	\$25.65	\$62.05
Laborers (Class 03 - See notes)	5/1/2021		\$36.40	\$25.65	\$62.05
Laborers (Class 04 - See notes)	5/1/2021		\$31.00	\$25.65	\$56.65
Laborers (Class 05 - See notes)	5/1/2021		\$37.05	\$25.65	\$62.70
Laborers (Class 06 - See notes)	5/1/2021		\$37.10	\$25.65	\$62.75
Laborers (Class 07 - See notes)	5/1/2021		\$36.95	\$25.65	\$62.60
Laborers (Class 08 - See notes)	5/1/2021		\$36.70	\$25.65	\$62.35
Laborers (Class 09 - See notes)	5/1/2021		\$36.55	\$25.65	\$62.20
Laborers (Class 10- See notes)	5/1/2021		\$36.70	\$25.65	\$62.35
Laborers (Class 11 -See Notes)	5/1/2021		\$36.50	\$25.65	\$62.15
Laborers (Class 12 -See Notes)	5/1/2021		\$37.40	\$25.65	\$63.05
Laborers (Class 13 -See Notes)	5/1/2021		\$40.33	\$25.65	\$65.98
Laborers (Class 14 -See Notes)	5/1/2021		\$36.45	\$25.65	\$62.10
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2017		\$23.52	\$17.58	\$41.10
Laborers Utility (PGW ONLY)	5/1/2017		\$30.55	\$17.58	\$48.13
Landscape Laborer	5/1/2020		\$26.13	\$22.95	\$49.08
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2021		\$49.50	\$31.51	\$81.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2022		\$51.04	\$31.97	\$83.01
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2021		\$52.51	\$32.39	\$84.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2022		\$54.05	\$32.85	\$86.90
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2021		\$49.25	\$31.44	\$80.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2022		\$50.79	\$31.90	\$82.69
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2021		\$52.27	\$32.31	\$84.58
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2022		\$53.81	\$32.77	\$86.58
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2021		\$45.16	\$30.24	\$75.40

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 22-05518 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2022		\$46.71	\$30.69	\$77.40
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2021		\$44.86	\$30.15	\$75.01
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2022		\$46.41	\$30.60	\$77.01
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2021		\$43.14	\$29.64	\$72.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2022		\$44.69	\$30.09	\$74.78
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2021		\$42.16	\$29.34	\$71.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2022		\$43.70	\$29.80	\$73.50
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2021		\$60.00	\$36.21	\$96.21
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2022		\$61.86	\$36.75	\$98.61
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2021		\$59.72	\$36.11	\$95.83
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2022		\$61.57	\$36.66	\$98.23
Painters Class 2 (see notes)	2/1/2021		\$47.56	\$29.35	\$76.91
Painters Class 2 (see notes)	2/1/2022		\$48.62	\$30.29	\$78.91
Painters Class 3 (see notes)	2/1/2021		\$58.52	\$29.39	\$87.91
Painters Class 3 (see notes)	2/1/2022		\$59.58	\$30.33	\$89.91
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$61.34	\$40.28	\$101.62
Steamfitters	5/1/2018		\$56.37	\$34.39	\$90.76
Truckdriver class 1(see notes)	5/1/2021		\$36.33	\$17.96	\$54.29
Truckdriver class 2 (see notes)	5/1/2021		\$36.43	\$17.96	\$54.39
Truckdriver class 3 (see notes)	5/1/2021		\$36.68	\$17.96	\$54.64



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: _____ (Company Name)
 (Complete if you checked Block # 2 on line # 7, otherwise leave blank.)

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.**

ANTI-COLLUSION AFFIDAVIT



County BUCKS COUNTY

Municipality NEW BRITAIN TOWNSHIP

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 _____

**NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PA**

**2022 ROAD PROGRAM
BITUMINOUS WEARING COURSE
CONTRACT "A"**

T# Base Bid (Items 1 & 2)		
1	334 Cedar Hill Road (1 1/2" Mill, Scratch/Leveling, & 1 1/2" 9.5 mm Superpave Overlay) <i>Butler Ave (Rt. 202) to Schoolhouse Rd</i>	12313.00 SQ. YDS
2	332 Schoolhouse Road (1 1/2" Mill, Scratch/Leveling, & 1 1/2" 9.5 mm Superpave Overlay) <i>From Curve at Cedar Hill Rd to Bridge</i>	5854.00 SQ. YDS
Alternative #1 (Items 3-4) (1 1/2" Mill, Scratch/Leveling, & 1 1/2" 9.5 mm Superpave Overlay)*		
3	420 Naomi Lane (1 1/2" Mill, Scratch/Leveling, & 1 1/2" 9.5 mm Superpave Overlay) <i>Limekiln Pike (Rt. 152) to Cul-de-sac</i>	5490.00 SQ. YDS
4	421 Farview Road (1 1/2" Mill, Scratch/Leveling, & 1 1/2" 9.5 mm Superpave Overlay) <i>Naomi Lane to Farview Rd</i>	8667.00 SQ. YDS

Total Estimated Square Yards	23657 SQ.YDS
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Base Bid

1 1/2" Milling	18167 SQ.YDS
Leveling Course	525 Tons
1 1/2" 9.5 mm Superpave Overlay	1600 Tons
Total Estimated Tons	2125 Tons

Alternative #1

1 1/2" Milling	14157.00 SQ.YDS
Leveling Course	400 Tons
1 1/2" 9.5 mm Superpave Overlay	1185 Tons
Total Estimated Tons w/ Alternative #1	1585 Tons

NOTICE TO ALL BIDDERS

FOR 2022

ALL BIDDERS MUST COMPLY WITH THE FOLLOWING ITEMS

ALL BITUMINOUS MATERIAL MUST BE SUPERPAVE

1. All bidders must complete the enclosed Public Works Employment Verification Form and comply with Title 4 of the Pennsylvania Code, Chapter 66.
2. Bidders are strongly encouraged to measure all roads that are a part of this project and base their bids upon their own measurements. After the bid is awarded, any increase in the amount of material needed to complete the project will be at the cost of the bidder.
3. Mix Formula must be: PG-64-22, 0.0 to 0.3 million Esal's, SLR-W (Warm) or equal.
4. All bidders must provide a job mix formula with bid. The formula **MUST** be a PennDOT approved formula under Publication 408 and it is the responsibility of the contractor to make sure material specified is being delivered to them. The Township will **NOT** be responsible and will not pay if blacktop manufacture switches formula to something that has not been approved. Job Mix Formula must be from an acceptable PennDOT Quarry.
5. Form CS-4171 reflecting Job Mix Formula and Total Tonnage **MUST** be submitted to New Britain Township and signed by blacktop plant technician daily. They can be faxed to #215-822-3624. A copy of the CS-4171 is provided in the bid packet.
6. Delivery Tickets **MUST** be provided each day to the Township for material brought to the job site.
7. There will be no changes allowed in mix design.
8. **SUCCESSFUL BIDDER MUST BE A PADOT PRE-QUALIFIED CONTRACTOR AT TIME OF BID OPENING.**
9. The bid will be awarded to the lowest qualified bidder based on its total unit prices times the estimated quantities for the Base Bid. Alternatives will be accepted, rejected or awarded to the lowest qualified bidder based on the total unit prices times the estimated quantities for each Alternative.
10. Unit prices must be per square yard, tons, linear feet, etc. as indicated on Attachment #1 and Work Elements & Quantities for the indicated work elements and estimated quantities.
11. This project is being funded by Liquid Fuels Monies and must adhere to PennDOT Pub 408 specifications.

12. A minimum of 2" of topsoil, grass seed, straw shall be place where lawns are disturbed.

SUPERPAVE PAVING PROGRAM 2022

NEW BRITAIN TOWNSHIP

SWEEPING

- **ALL ROADWAYS MUST BE SWEPT PRIOR TO TACK COAT**

TACK COAT

- **TACK COAT MUST BE SPRAYED PRIOR TO PAVING OPERATION**

KEY CUTS

- **SUCCESSFUL BIDDER IS RESPONSIBLE FOR ALL KEY CUTS WHERE NEEDED AND AROUND ALL STORM SEWER INLETS**

CURB SEALING

- **SUCCESSFUL BIDDER IS RESPONSIBLE FOR CURB SEALING, AROUND ALL STORM SEWERS INLETS, AND AROUND ALL SANITARY MANHOLES AND WATER BOXES.**

PA ONE CALLS

- **PA ONE CALLS TO BE MADE BY AWARDED CONTRACTOR**

WORK ELEMENTS AND TOTAL ESTIMATED QUANTITIES
(Per square yard prices for milling and per ton prices for paving)

Approximate 1600 tons of Bituminous Superpave Material must be at 1 ½" compacted depth. *An additional 1185 tons of 1 ½" compacted depth if Alternative #1 is added.*

Bituminous Superpave Material must be MUST be PennDOT approved as per Publication 408.

Mix Formula must be: PG-64-22 , 0.0 to 0.3 million Esal's, SLR-W (Warm) or equal. 15% RAP max.allowed

Mill out 1 ½" entire roadway, approximately 18,167 sq. yds. *An additional 14,157 sq. yds of Mill out 1 ½" entire roadway if Alternative #1 is added*

Leveling course over areas milled on Cedar Hill Road & Schoolhouse Road approximately 525 tons; *An additional 400 tons of leveling course if Alternative #1 is added.*

Alternative #1 may be accepted, rejected, or awarded individually from the Base Bid to the lowest qualified bidder at the discretion of New Britain Township

All areas disturbed shall be compacted to prevent settling.

All area's disturbed by Contractor shall be restored to the condition it was before or better. A minimum of 2" of topsoil shall be placed along with grass seed and covered with straw.

PREVAILING WAGE RATES WILL APPLY

FORM OF GUARANTY

Accompanying this Proposal is a _____ in the amount of _____ Dollars (\$) _____) as bid security.

The undersigned hereby certifies that this Proposal is genuine, and not sham or collusive, or submitted in the interest or on behalf of any person, firm or corporation not herein named, and has not induced any other persons to refrain from bidding, and has not in any way sought by collusion to secure for himself an advantage over any other bidder.

Firm Name: _____

Address: _____

By: _____

Title: _____

Official Seal

Attest:

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
as Principal, and _____ as Surety, are hereby held and firmly bound unto
_____ as Owner, in the sum of _____
for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20__.

The Condition of the above obligation is such that whereas the Principal has submitted to
_____ a certain Bid, attached hereto and hereby made a part
hereof, to enter into a contract in writing for:

NOW, THEREFORE,

- a. If said Bid shall be rejected, or in the alternate,
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid), and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

By: _____

IMPORTANT:

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended), and be authorized to transact business in the state where the project is located.

FORM OF RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT _____

(contractor)

Have remised, quit-claimed and forever discharged, and by these presents do remise, quit-claim and forever discharge the _____ its successors and assigns, of and from all claims and demands arising from or connection with Contract _____.

(owner)

Signed, sealed and delivered this _____ day of _____, 20____.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

MAINTENANCE BOND

KNOW ALL MEN, that we, _____ as Principal, and unto New Britian Township and its successors and assigns (hereinafter called the Obligee), in several just sums of 10% of the amount of the Contract, or

_____ DOLLARS (\$)) for
_____ maintenance as specified below:

In lawful money of the United States, for payment of which sum truly to be made, we bind ourselves and each of our respective heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents, this _____ day of _____, 20____.

WHEREAS, the Principal has entered into a written agreement with the Obligee, dated as of _____, for performance of Contract work in connection with construction of _____, together with the plans and specifications therefore (including all related drawings and documents), and such alterations as may be made in such plans and specifications as therein provided, are hereby made a part as fully as if set out herein, and shall together be hereinafter referred to as the "Contract"; and it was a condition of the award of said Contract that this bond be furnished.

THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE:

That, the Principal shall remedy without cost to the Obligee any defects which may develop during a period of one (1) year from the date of completion and acceptance of the work performed under the Contract, provided that such defects in the judgment of the Obligee or its successor, are caused by defective or inferior materials or workmanship. However, the principal agrees that the foregoing one-year limitation shall apply to the Surety only and shall not relive the Principal of any liability otherwise provided by law or by the Contract Documents.

The Surety, for value received, hereby agrees that no change, extension of time, alterations or additions to the terms of any of the Contract Documents or to the work to be performed thereunder, no any forbearance by either the Obligee ro the Principal to the other, shall in any way affect its obligation on this bond, and it thereby waives notice of any such change, extension of time, alteration or addition.

Both Principal and Surety acknowledge that all references herein to the Principal, in singular form, shall include the plural, as may be appropriate to the Principal.

IN WITNESS WHEREOF, THE Principal and Surety, intending to be legally bound, have executed this bond the day and year aforementioned.

Principal

By:

Attorney-in-fact
Surety

CONTRACTOR'S AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

Before me, the undersigned, a _____ in and
(Notary Public, Justice of the Peace, or Alderman)
for said County and State, personally appeared _____

(Individual, Partner, or duly authorized representative of Corporate Contractor)

who, being duly sworn according to law, deposes and says that all labor, material and outstanding
claims and indebtedness of whatever nature arising out of the performance of the CONTRACT of the

_____ with _____
(Owner) (Contractor)

have been paid in full.

(Individual, Partner, or duly authorized representative of Corporate Contractor)

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

(Notary Public)



NEW BRITAIN TOWNSHIP **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.**



MEMO

TO: All Bidders for 2022 Road Program
FROM: Michael Walsh, Assistant Manager & Ryan Cressman, Public Works Superintendent
DATE: July 29, 2022
RE: 2022 Road Program – Addendum #1

Addendum #1

A successful bidder awarded New Britain Township's 2022 Road Program Bid for Contract "A" will be required to obtain a SEPTA Right-Of-Entry (ROE) permit for the work on Schoolhouse Road. Paving on Schoolhouse Road will stop approximately twelve (12) to thirteen (13) feet from the SEPTA train tracks. A successful bidder is responsible for all costs and fees required to obtain a SEPTA ROE permit.