



2014 Paving Program

Bid Opening at City Hall – 2pm	6/16/14
Contract Award Date	6/17/14
Proposed Start Date	asap
Completion Date Prior To	8/7/14

Direct questions to:

Randy Nebel, Director of Public Works
(814) 827-5300 x 311
email: depdir@cityoftitusvillepa.gov

120 St John St
Titusville PA 16354



CITY OF TITUSVILLE

"Birthplace of the Oil Industry"

107 North Franklin Street • Titusville, PA 16354

City Manager's Office • (814) 827-5300 ext.303

www.cityoftitusvillepa.gov

PUBLIC NOTICE

Sealed proposals marked "2014 Paving" addressed to the City of Titusville, 107 N Franklin St, Titusville PA, 16354-1734 will be received at the office of the City Manager until 2:00pm Monday, June 16, 2014 at which time they will be publicly opened and read aloud. Specifications may be obtained at the City Manager's Office or on-line at www.cityoftitusvillepa.gov. Proposals must be accompanied by a bid bond or certified check in the amount of 10% of the total proposal. This project is subject to the provisions of the Pennsylvania Prevailing Wage Act. The City reserves the right to waive any informalities, reject any and all bids submitted and to make the award in the best interest of the City. EOE

City of Titusville
Larry Manross, City Manager

Please publish this notice on June 3rd and June 6th and send proof of publication to the attention of the City Manager. Thank you.

MS-981 (7-09)
First Edition



ATTACH
NEWSPAPER
CLIPPING
HERE
AND RETURN TO

County: Crawford Bids Open: 2:00PM

Municipality: City of Titusville Date: June 16, 2014

Project Advertised Newspaper
1 st Date June 3, 2014 Daily
2nd Date June 6, 2014 Weekly

One Bidder Only

BIDDER	ADDRESS	AMOUNT
CONTRACT AWARDED TO:		

Remarks:

DATE : _____

Resolution: The Officials of City of Titusville 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 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 proposal, the lowest, 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 is 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 foot, etc.) and #4 (Description, i.e., bituminous materials -9.5mm S & L, 12.5mmWearing, 25.0mm Base Course, etc.) must be filled in by 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 bottom of the page, "Continued on Attachment No. 1-A"; and add additional sheet designated as Attachment No. 1-A, 1-B, etc. Repeat for each additional sheet required. As required by Publication 408 (current edition), Section 102.06 (e), each bidder must submit a completed Form D-7126, Anti-Collusion Affidavit (included in this Form MS-944), with its bid proposal.
- 5 If liquidated damages are to be assessed, add the following sentence to Part A #2: "If all work is not completed on time, liquidated damages will be assessed at the rate of \$250.00 per additional working day." (OR"... as set forth in the attached schedule").
- 6 Only the successful bidder is obligated to provide payment and performance bonds. These bonds shall conform to the requirements of the relevant municipal code or charter and the Public Works Contractors' Bond Law of 1967, Act of December 20, 1967, P.L. 869, No.385, 8 P.S. §§ 191—202. Bond forms are included in this Form MS-944 as Attachments 2 (performance bond) and 3 (payment bond). The successful bidder must submit the bonds and the Workmen's Compensation Act Affidavit, Attachment 4, within 20 days of the contract award. Failure to submit the bonds shall constitute grounds to cancel the contract
- 7 If the estimated cost of a contract for "public work," as this term is defined in the Pennsylvania Prevailing Wage Act, Act of August 15, 1961, P.L. 987, No. 442, as amended, 43 P.S. §§ 165-1—165-17, exceeds \$100,000.00 and the contract is paid for in whole or part out of the funds of the municipality, the municipality shall take the following actions: (1) Determine the prevailing minimum wage rates from the Department of Labor and Industry, Bureau of Labor Law Compliance. (2) Indicate in the advertisement issued for the purpose of securing bids for the contract that prevailing wage rates shall be paid on the project. (3) Specify the prevailing minimum wage rates in the bid proposals for the contract. On projects financed partly with federal funds, if the project cost exceeds \$2,000.00 and 25% or more of the funding comes from federal funds, the Davis-Bacon Act, 40 U.S.C. §§ 3141—3145, applies. Here again, it is the responsibility of the municipality to obtain the Davis-Bacon wage rates from the United States Department of Labor, Wage and Hour Division, which has offices in Philadelphia, Pittsburgh and Wilkes-Barre; include them in the proposal; and note the fact in the advertisement. If both acts are applicable, the Davis-Bacon Act preempts the Pennsylvania Prevailing Wage Act and applies to the entire project, not just the federally-funded components.
- 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.



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 June 16, 2014 ." DATE

City of Titusville MUNICIPALITY (NAME & TYPE)

Diana Durstine SECRETARY

Sealed Proposals will be received on or before 2:00PM on the above Letting Date. TIME

107 North Franklin Street Titusville, PA 16354 ADDRESS

Bids will be opened and read at approximately 2:00PM , 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 City of Titusville 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:

Three horizontal lines for contractor information

NAME / ADDRESS OF CONTRACTOR

CONTRACTORS CERTIFICATION

It is hereby certified as follows:

- 1 The only person interested in the proposal as principal (s) is (are):
2 None of the above persons are employees of the municipality.
3 This proposal is made without collusion with any other person, firm or corporation.
4 All plans and specifications referred to above and the site of the work have been examined by the contractor. The contractor understands that the quantities indicated herein are approximate and are subject to change as may be required; and that all work is payable on the basis of the unit price listed on the Schedule of Prices. (Attachment 1).

- 5 The contractor will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled.

- 6 The contractor will provide the municipality with a performance bond, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof, and a payment bond, conditioned on the prompt payment of all material furnished and labor supplied or performed in the prosecution of the work, in accordance with the Public Works Contractors' Bond Law of 1967; and an affidavit accepting the provisions of the Workmen's Compensation Act of 1915, as amended.

CONTRACTOR

BY: _____ DATE: _____
 TITLE: _____

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

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

ACCEPTED ON : _____
 DATE

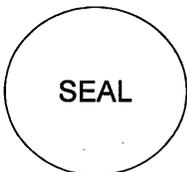
MUNICIPALITY

BY: _____
 TITLE: _____

BY: _____
 TITLE: _____

BY: _____
 TITLE: _____

ATTESTED BY: _____
 TITLE: _____



**SPECIAL PROVISIONS TO CONTRACT MS-944 (Attachment 1-A) Sheet 1 of 3
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, PennDot Publication 212 and Penndot Publication 213).
(Maintenance and Protection of Traffic to comply with current MUTCD, Publication 212 and Publication 213.)
- X Delivery tickets for all materials.
- X CS-4171 Certificate of Compliance and/ or TR-465 Daily Bituminous Mixture Certification required for all materials.
- X Notify the Municipality five working days prior to start of project.
- X Work to be completed on or before 8/7/2014 . After 8/7/2014 Liquidated damages apply at the rate of \$ 825.00 per calendar day.
- X Roadway to be power broomed by (contractor municipality)prior to start of project.
- X Excess material to be removed by (contractor municipality .)
- X Municipality to inspect project.
- X Need Bill of Lading for each shipment of bituminous material per Section 702.1(c) of Specifications 408.
- X Tack Coat required per Section 460, or 409 for superpave, of Specifications 408 and is incidental to paving item unless noted otherwise.
- X 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.
- X Scratch/ Leveling Courses to be placed at the discretion of appointed inspector(s).
- n/a Full width pavement with one pass required.
- X Municipality reserves the right to limit work completed.
- n/a Taper pavement the last 3 feet to curb.
- n/a For FOB Source bids, hauling distance will determine selection of bid award.
- n/a 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)
- n/a 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.
- n/a 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.)
- n/a At least three random stone samples to be taken by contractor on project site witnessed by municipality and retained by municipality.
- X 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.

SPECIAL PROVISIONS TO CONTRACT MS-944 (Attachment 1-A) Sheet 2 of 3

X Design WMA or HMA volumetric Job Mix Formulas according to Bulletin 27, 2003 Edition, Change No. 5 with the following exceptions.

X Design all 9.5mm Job Mix Formulas using the following criteria:

All 9.5mm JMF's	
GSB	Minimum % AC
2.40	6.70
2.45	6.60
2.50	6.50
2.55	6.40
2.60	6.30
2.65	6.20
2.70	6.10
2.75	6.00
2.80	5.90
2.85	5.80

X Design all 9.5mm Job Mix Formulas regardless of ESAL rating at the following gyration level

N Initial	N Design	N Max
7	65	115

X Design all 9.5mm Job Mix Formulas at 3.5% air voids when a gravel coarse aggregate is incorporated into the mix.

X When a gravel coarse aggregate is incorporated, use a minimum of 0.25% anti-stripping agent or as per the Warm Mix Asphalt (WMA) special provision that requires 0.25% anti-strip for mechanical foaming systems.

X These requirements do NOT apply to Stone Matrix Asphalt (SMA) Mix Designs.

X Contractor to Complete TR-4276B (Control Strip Density by Nuclear Method) if applicable.

X The lowest responsible bidder must comply with the PublicWorks Employment Verification Act by submitting a Commonwealth Public Works Employment Verification Form to the Public Body prior to award of Contract. The form and relevant information is attached with the Bid Package.

X No payments will be made until the bidder has supplied all required mix designs, delivery slips, and material certifications.

X Prevailing wages apply if contract exceeds \$100,000.00.

X Contractor to supply proof of CDL Drug and Alcohol Compliance upon award of the bid.

X Minimum Quality Control Plan for Field Bituminous Paving Operation(CS-409) must be completed and accepted by municipality prior to beginning work. Material to be accepted by Certification and Density to be accepted by Optimum Rolling Pattern.

X Contract to be awarded as a whole, and not awarded by item number.

X Work on East Parking Lot is being funded by City of Titusville General Fund, therefore this work will be invoiced separately.

X Work occurring of East Spruce Street is being funded by Community Development Block Grant monies, therefore this work will be invoiced separately.

X Contractor MUST review project with city representative prior to bidding in order for the bid to be accepted.

X Eliminate vertical edges, such as around inlets and utilities within all open travel lanes, at the end of each work day; place bituminous material at a recommended minimum 3:1 slope.

X Maintain access to residences and businesses at all times. It may be necessary to placed bituminous material at the entrance to drives after roadway is milled.

X City of Titusville will close streets to be paved for Contractor.

X Contractor responsible removing any debris from inlet boxes caused from project operations.

X **Item 4450-1325:** Patches will be a minimum width of 10 ft, lengths will be directed by city representative. Patches are to be milled to a depth of 2 inches. Milled material to be retained by the City. Contractor will deliver milled material to stockpile located at Myer Complex(Contact city for directions). Milling of patch, tack coat, and sealing around patch is considered incidental.

X **Item 4491-0033:** Bituminous millings to be retained by the municipality. Contractor will deliver millings to Myer Complex(Contact City for directions).

SPECIAL PROVISIONS TO CONTRACT MS-944 (Attachment 1-A) Sheet 3 of 3

X **Item 9469-0100:** Sealing of longitudinal joints in new pavement surfaces with hot asphalt cement. Materials - PG 64-22 - Section 702. Construction - a.) Heat and maintain asphalt cement between 265 degrees F and 320 degrees F. Do not place sealant when the air temperature is below 40 degrees F or above 90 degrees F unless permitted by municipality. Apply sealant only to joints in pavement surfaces that are clean, dry, and free of any loose debris, clean with a power broom as required. Utilize a pressure applicator with a wand or nozzle capable of applying hot asphalt sealant 5 inches +/- 1 inch wide and 1/16 inch +/- 1/32 inch thick at specified temperature range. Center the sealant within 1 inch of the joint. Immediately level high spots with a squeegee or wand. Remove and dispose of excess sealant at no expense to the Municipality.

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
City of Titusville

Municipality



ATTACHMENT 1

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

County: Crawford

Municipality: City of Titusville

Project Number: 14-20302-001

LOCATION OF WORK:

Refer to Attachment 1-B

DESCRIPTION OF WORK:

Work consists of milling of existing road surfaces, placement of WMA Wearing(Scratch) Course, WMA Wearing(Leveling) Course, WMA Wearing Course, and Manual Patching at depths indicated on Attachment 1-B.

ESCALATOR CLAUSE:(if adopted by Municipality.)

N/A

THIS PORTION TO BE COMPLETED BY THE MUNICIPALITY

SCHEDULE OF PRICES (PAGE 1 OF 3)

1	Item No.	2	Approximate Quantities	3	Unit	4	*Description	5	Unit Price	6	Total
	0411-0395		2,420		Ton		Superpave Asphalt Mixture Design, WMA Wearing Course, PG 64-22, < 0.3 Million Esals, 9.5mm Mix, SRL-L				
	0411-1395		130		Ton		Superpave Asphalt Mixture Design, WMA Wearing(Leveling) Course, PG 64-22, < 0.3 Million Esals, 9.5mm Mix, SRL-L				
	0411-2395		1,126		Ton		Superpave Asphalt Mixture Design, WMA Wearing(Scratch) Course, PG 64-22, < 0.3 Million Esals, 9.5mm Mix, SRL-L				
	0460-0001		29,339		SY		Bituminous Tack Coat				
	4491-0033		25,005		SY		Milling of Bituminous Pavement Surface, 2" Depth, Milled Material Retained by Municipality (Delivered to Stockpile)				
	4469-0001		10,114		LF		Longitudinal Joint Sealing in New Pavement Surfaces				
	4450-1325		150		Ton		Superpave Asphalt Mixture Design, WMA Wearing Course, Manual Patching, Type A, PG 64-22, < 0.3 Million Esals, 9.5mm Mix, SRL-L (As-Directed)				
	0680-0001		1		LS		Mobilization				

SCHEDULE OF PRICES (PAGE 3 OF 3)

0680-0001	1	LS	Mobilization		
					SUBTOTAL
Option #4 East Parking Lot (Burgess Park)					
0411-0395	117	Ton	Superpave Asphalt Mixture Design, WMA Wearing Course, PG 64-22, < 0.3 Million Esals, 9.5mm Mix, SRL-L		
0411-2395	64	Ton	Superpave Asphalt Mixture Design, WMA Wearing(Scratch) Course, PG 64-22, < 0.3 Million Esals, 9.5mm Mix, SRL-L		
0460-0001	1,420	SY	Bituminous Tack Coat		
4491-0033	1,420	SY	Milling of Bituminous Pavement Surface, 2" Depth, Milled Material Retained by Municipality (Delivered to Stockpile)		
4469-0001	376	LF	Longitudinal Joint Sealing in New Pavement Surfaces		
0680-0001	1	LS	Mobilization		
					SUBTOTAL

CONTRACT SUBTOTAL

OPTION #1	(Brown Street)	SUBTOTAL
OPTION #2	(East Main Street)	SUBTOTAL
OPTION #3	(Forest Drive)	SUBTOTAL
OPTION #4	(East Parking Lot)	SUBTOTAL

*** 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.**

SUBTOTAL FROM OTHER ATTACHMENTS		
TOTAL AMOUNT OF BID		

**PERFORMANCE BOND
(With Corporate Surety)**



KNOW ALL MEN BY THESE PRESENTS, That we,

[Redacted Box]

(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
he has
it has

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

has his
its supplements and amendments, and have insured their liability thereunder in accordance with the terms of said
its

Act with _____
(SURETY COMPANY)

(TYPE OR PRINT) CONTRACTOR

BY _____
SIGNATURE

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

SIGNATURE

My Commission Expires _____ (DATE)

ANTI-COLLUSION AFFIDAVIT



County Crawford

Municipality City of Titusville

Project Number 14-20302-001

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 _____



City of Titusville **MUNICIPALITY**

NOTICE OF COMPLETION

IN REFERENCE TO PROJECT # 14-20302-001

Name of Contractor _____

Performance of work as specified on the above numbered contract is completed and final pavement inspection has been made by the contractor and municipality in accordance with the terms of the contract awarded.

DATE OF AWARD _____

Signature of Municipality

Signature of Contractor

Both copies of this form to be filled by the Contractor-Municipality on completion of final pavement restoration.

THIS PORTION TO BE COMPLETED BY MUNICIPALITY

FINAL COMPLETION CERTIFICATE

By the affixing of my signature I hereby certify that final inspection has been made and all work has been performed in accordance with the above contract # and is hereby accepted by the municipality as completed.

Authorized Agent for the Municipality

*DATE _____

*** The contractor is responsible for maintenance of permanent pavement repairs for a period of one year from this date.**



CERTIFICATE OF COMPLIANCE

1. ♦COUNTY: _____ ♦LR/SR: _____ ♦SEC/SEG: _____ ♦ECMS#: _____
(♦ - To be completed by the party that will ship the material to the project, otherwise leave blank.)

2. I / WE hereby certify that the material listed on line 5 was:

- Manufactured
- Fabricated
- Coated
- Precasted
- Produced

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

3. and the party listed above certifies that the material(s) on line 5 meets the requirements of
Publication 408, Section(s) _____
AASHTO, ASTM, Federal or other designation _____

4. The material listed below is being shipped to: _____
(Company Name)

5. LOT NO.	QUANTITY	APPROVED MATERIALS 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 (AND check one of the following boxes, as appropriate.) I / WE certify the material identified above conforms with Section 106.01 of Publication 408 as indicated below.

- 'Identifiable Steel' or Fabricated Structural Steel (Section 1105). Either Steel products that contain permanent markings that identify that the material was melted and manufactured in the United States or which have received in-plant inspection by the Department or a Department representative where verification of Mill Test reports was performed to verify conformance with the PA Steel Procurement Act. **Only Form CS-4171 is required.**
- 'Unidentified Steel' – Attach supporting documentation including invoices, bills of lading and mill test reports that positively identify that the steel was melted and manufactured in the United States.

All manufacturing processes including coatings application (e.g. epoxy, galvanizing, or painting) have occurred in the United States and we are maintaining copy(s), in our files in accordance with Section 106.03(b)3. Note: While coating materials themselves are not covered by Buy America, the application of these materials on steel or iron must occur in the United States.

7. VENDOR CLASSIFICATION (CHECK ONE BLOCK ONLY) -

- #1 Manufacturer, Fabricator, Coater, Precaster Listed in Bulletin # 15, or Producer Listed in Bulletin # 14, 41 or 42
I certify that the above statements are true and to the best of my knowledge, fairly and accurately describe the product(s) listed.
- #2 Distributor, Supplier or *Private Label Company Not Listed in Bulletin # 15.
Also, complete line 9
I certify that the material being supplied is one and the same as provided to us by the manufacturer listed on this document and quantities listed above are accurate.

8. NAME (print) : _____ TITLE: _____

COMPANY NAME : _____

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

9. List company that sold you the material(s) documented above: _____
(Complete if you checked Block # 2 on line # 7, otherwise leave blank.) (Company Name)



MINIMUM QUALITY CONTROL PLAN FOR FIELD BITUMINOUS PAVING OPERATION

(Attach additional sheets as necessary)

Project # 14-20302-001, State Route (S.R.) Titusville Streets, Section N/A, County Crawford

I. ORGANIZATIONAL CHART

<u>Personnel</u>	<u>Full Name</u>	<u>Responsibilities</u>
A. Company Representative	_____	Oversees entire project
B. Superintendent	_____	Oversees paving operations
C. Paving Foreman	_____	Oversees placement of material and related operations.
D. Certified Nuclear Gauge Operator	_____	Develops roller pattern and compaction data and acts as a point of contact for PennDOT personnel for all field testing and sampling. (Nuclear Gauge Operator does not need to be NECEPT Certified)
Operator's Certification No.	_____	
E. HMA Field Technician	_____	
NECEPT Certification No.:	_____	Expiration Date: _____

Note: Problems related to bituminous material, paving operations, shall be directed to the paving foreman listed above. If those problems are still unresolved the problems will be elevated to the superintendent. Any problems still unresolved will be directed to the company representative.

Bituminous Concrete Mix Designs

A. List Designs

Bituminous Supply Code	JMF Number and Year	State Route Number (If multiple S.R. are being paved)	Material (37.5mm Base, 19mm Binder, 12.5mm Wearing, etc.)	Asphalt (PG 58-22, PG 64-22, PG 76-22)	Design ESALS	Skid Resistance Level

<u>Equipment List</u>	<u>Quantity</u>	<u>Manufacturer and Model</u>
A. Distributer Truck	_____	_____
B. Paver	_____	_____
C. Breakdown Roller	_____	_____
D. Intermediate Roller	_____	_____
E. Pneumatic Roller	_____	_____
F. Finish Roller	_____	_____
G. Material Transfer Vehicle (As specified)	_____	_____

II. TESTING PLAN

- A. Compaction Control
 - 1. Compaction will be controlled in accordance with Section 409.3(i).
 - a. Pneumatic-tire rollers will be used for compacting scratch courses.
 - b. Mechanical tampers will be utilized in areas inaccessible to rollers.
- B. Temperature Control
 - 1. Temperature will be controlled in accordance with Section 409.3(h) and Table A, by checking the first 3 truck loads or until control is established, and a minimum of every fifth truck load there after. The first 3 trucks loads will be tested after any plant breakdowns or production stoppages.
 - 2. The plant will be contacted when any single check reaches within 5 degrees of the specification limits, and the testing frequency will be increased to every load until control is reestablished.
- C. Segregation
 - 1. Segregation will be controlled in accordance with Section 409.3(h)3.
- D. Tests for Depth in accordance with Section 409.3(m)
 - 1. The inspector and the contractor's representative will both measure the depth of each subplot according to PTM 737 using the density acceptance samples.
 - 2. For courses with a designed course depth and accepted by non-movement or optimum rolling pattern, the inspector and the contractor's representative will both calculate the weight per square yard for yield.
- E. Density cores will be extracted as soon as possible but no later than the day following the placement in the presence of the inspector. 1. Mat density will be accepted in accordance with 409.3(j).
- F. Mixture Acceptance
 - 1. Loose box samples locations will be lifted in accordance with PTM 746 of publication 19.
 - 2. Certification Acceptance will be done in accordance with Section 409.2(f) 2.
- G. List Areas to be paved and proposed type of density acceptance in accordance with 409.3(j). (Included are areas with unstable base conditions or other identified issues that would preclude taking cores in those areas.)

Area to be Paved (mainline, shoulder, gores, etc.)	Type of Mixture Acceptance (Certification or Lot)	Type of Density Acceptance (cores, non-movement, or optimum rolling pattern)
City Streets	Certification	Optimum Rolling Pattern

III. MIX DELIVERY

- A. Trucks will be clean of all foreign materials.
- B. No petroleum oils, solvents, or other materials will be used as a release agent in the haul vehicles. The release agent used will be supplied by _____ having a trade name of _____.
- C. Material will be protected in accordance with 409.3(d)
- D. Material will be released for the day's operation according to the details developed with the on site Inspector.
- E. An adequate number of trucks will be utilized to facilitate paving continuity.
- F. All delivery trucks will be cleaned out at the following designated location, and not on the roadway in advance of the paving train.
- G. Trucks will be loaded, unloaded and, handled using practices and procedures that will help prevent segregation.

IV. SURFACE PREPARATION

- A. All areas will be cleaned of surface debris.
- B. Vertical and horizontal surfaces will be treated according to 409.3(g)1., or contract requirement.
- C. Certification of bituminous materials will be provided as specified.
- D. AET tack coat will be used and applied in accordance with Section 460 or unless indicated otherwise in the contract requirements.
- E. Bituminous material will not be placed until the tack coat has adequately cured.

V. MIX PLACEMENT

- A. Pavers will comply with the requirements of Section 409.3(e) and will be used and operated in accordance with Section 409.3(e).
- B. Automatic screed controls capable of producing a finished surface of specified evenness and texture will be used in accordance with Section 409.3(e).

VI. COMPACTION

- A. A sufficient quantity and type of rollers and compaction equipment will be used in accordance with Sections 409.3(f) and 409.3(i).

VII. JOINT CONSTRUCTION AND COMPACTION

- A. Joints will be offset by approximately 150 mm (6") from the previously placed layer.
- B. Surface course longitudinal joints will be placed at the approximate centerline of the roadway for 2 lane roadways and within 300 mm (12") of lane lines for roadways with more than 2 lanes.
- C. When specified or otherwise used notch wedge joints will be constructed according to RC-28M of the standard drawings..
- D. All transverse joints will be constructed perpendicular to the centerline of the roadway.
- E. All joints will meet the required surface tolerances as specified in Section 409.3(l).
- F. The entire area of all joint faces will be painted with a thin coating of the appropriate bituminous material.
- G. Joints will be compacted by the following means:
(Example: Rolling Hot to Cold Side, etc.) _____

VIII. SPECIAL PAVING CONDITIONS

- A. Method of placement and traffic control for intersections and other incidental work will be discussed and agreed upon by the Inspector and paving foreman no less than 3 days prior to the start of work.
 1. List those work items and agreements as discussed (Attached on a separate sheet).

IX. PROTECTION OF THE COURSES

A. Traffic will not be placed on fresh material unless the temperature is 60° C (140 °F) and stable or lower, as by determined by surface thermometers.

X. AMENDMENTS

If at any time during the course of the project a change to this quality control plan is agreed necessary by Company Representative (_____) and the Project Inspector, it can be amended by strike out and replacement followed by signatures in initial form and must be reported to the Project Engineer. A description of the change and reason for amendment should be noted in the Inspector's field diary for confirmation.

XI. PRE-PAVE MEETING

Conduct a pre-paving meeting with department, contractor, and supplier, as well as any other appropriate parties prior to the start of the paving operation. If indicated – Yes / No

Submitted By: _____

Date: _____

Reviewed By: _____

Date: _____



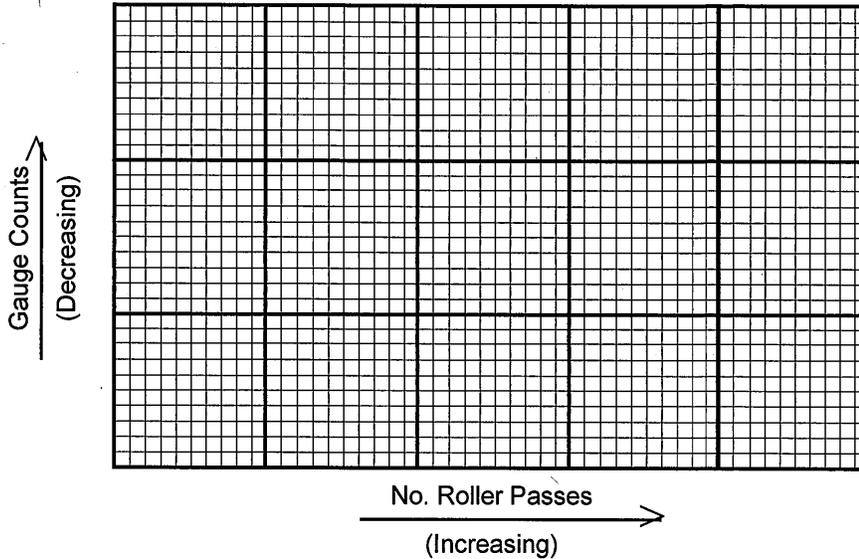
CONTROL STRIP DENSITY BY NUCLEAR METHOD

(Reference: P.T.M. No. 402)

S.R. _____ Sec. _____ County _____ District _____ Date _____

Material Type _____ Thickness _____ Theoretical Density _____

ROLLING PATTERN GROWTH CURVE



ESTABLISHMENT OF OPTIMUM ROLLING PATTERN

Roller No. 1

Type _____

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Optimum No. Passes _____

Roller No. 2

Type _____

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Optimum No. Passes _____

Roller No. 3

Type _____

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Optimum No. Passes _____

NOTE: If the range of 3 consecutive counts is \leq count diff. proceed to next roller in rolling train (using direct readout gauges, 3 successive density readings \leq 3 pcf). If 3 counts continuously increase, or if density continuously decreases or fluctuates, proceed to next roller even if range is $>$ count diff. (See PTM 402 Section 7.2.3. for details.)

Conversion of 1.5 lb. Range into Counts

Density Daily Std. Ct. x Chart Ratio Diff. = Count Diff.

_____ x _____ = _____ cts.



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

Contractor Subcontractor (check one)

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

PENNSYLVANIA STATUTES
TITLE 43. LABOR
CHAPTER 5C. PUBLIC WORKS EMPLOYMENT VERIFICATION ACT

§ 167.1. Short title

This act shall be known and may be cited as the Public Works Employment Verification Act.

§ 167.2. Definitions

The following words and phrases when used in this act shall have the meanings given to them in this section unless the context clearly states otherwise:

"DEPARTMENT." THE DEPARTMENT OF GENERAL SERVICES OF THE COMMONWEALTH.

"EMPLOYEE." AN INDIVIDUAL HIRED BY A PUBLIC WORKS CONTRACTOR OR SUBCONTRACTOR FOR WHOM A PUBLIC WORKS CONTRACTOR OR SUBCONTRACTOR IS REQUIRED BY LAW TO FILE A FORM W-2 WITH THE INTERNAL REVENUE SERVICE.

"EVP." THE E-VERIFY PROGRAM OPERATED BY THE DEPARTMENT OF HOMELAND SECURITY THAT ELECTRONICALLY VERIFIES EMPLOYMENT ELIGIBILITY FOR EMPLOYEES.

"PUBLIC BODY." THE COMMONWEALTH OF PENNSYLVANIA, ANY OF ITS POLITICAL SUBDIVISIONS, ANY AUTHORITY CREATED BY THE GENERAL ASSEMBLY OF THE COMMONWEALTH AND ANY INSTRUMENTALITY OR AGENCY OF THE COMMONWEALTH.

"PUBLIC WORK." AS DEFINED UNDER SECTION 2 OF THE ACT OF AUGUST 15, 1961 (P.L. 987, NO. 442), KNOWN AS THE PENNSYLVANIA PREVAILING WAGE ACT.

"PUBLIC WORKS CONTRACTOR." A CONTRACTOR THAT PROVIDES WORK UNDER A CONTRACT INVOLVING A PUBLIC WORK.

"SECRETARY." THE SECRETARY OF GENERAL SERVICES OF THE COMMONWEALTH.

"SUBCONTRACTOR." A PERSON, OTHER THAN A NATURAL PERSON, REGARDLESS OF ITS TIER, INCLUDING, BUT NOT LIMITED TO, A STAFFING AGENCY THAT PERFORMS WORK FOR A PUBLIC WORKS CONTRACTOR UNDER A CONTRACT FOR A PUBLIC WORK. THE TERM SHALL NOT INCLUDE PERSONS THAT ARE MATERIAL SUPPLIERS FOR A PROJECT.

"WILLFUL." ACTION OR CONDUCT UNDERTAKEN INTENTIONALLY OR WITH RECKLESS DISREGARD FOR OR DELIBERATE IGNORANCE OF THE REQUIREMENTS AND OBLIGATIONS ESTABLISHED UNDER THIS ACT.

§ 167.3. Duty of public works contractors and subcontractors

(a) GENERAL RULE.-- A public works contractor or subcontractor shall participate in EVP and shall, subject to the requirements of Federal law governing the use of EVP, use EVP to verify employment eligibility of each new employee. The department shall post on its publicly accessible Internet website information regarding the requirements of Federal law governing the use of EVP.

(b) **DISCRIMINATION PROHIBITED.**-- In conducting the verification required by this section, a public works contractor or subcontractor shall not discriminate against an employee on the basis of race, ethnicity, color or national origin.

§ 167.4. Verification form

(a) **GENERAL RULE FOR PUBLIC WORKS CONTRACTORS.**-- As a precondition of being awarded a contract for a public work, or with respect to a contract that was awarded prior to the effective date of this subsection but has not yet been executed, prior to the execution of the contract, a public works contractor shall provide the public body with a verification form described in subsection (c), acknowledging its responsibilities under and its compliance with section 3. Contracts between a public works contractor and its subcontractors shall contain information about the requirements of this act.

(b) **GENERAL RULE FOR SUBCONTRACTORS.**-- Prior to commencing work on a public works project, a subcontractor shall provide the public body with a verification form described in subsection (c) acknowledging its responsibilities and its compliance with section 3. Contracts between a subcontractor and its subcontractors shall contain information about the requirements of this act.

(c) **FORM.**-- The verification form required by this section shall be on a form prescribed by the secretary and posted on the Internet and shall comply with the following additional requirements:

(1) The statement shall include a certification that the information in the statement is true and correct and that the individual signing the statement understands that the submission of false or misleading information in connection with the verification shall subject the individual and the public works contractor or subcontractor, as the case may be, to sanctions provided by law.

(2) The statement shall be signed by a representative of the public works contractor or subcontractor, as applicable, who has sufficient knowledge and authority to make the representations and certifications contained in the statement.

§ 167.5. Violations

It is a violation of this act for a public works contractor or subcontractor on a public work to:

(1) Fail to verify the employment eligibility of a new employee through EVP in accordance with Federal law.

(2) Not provide the verification form as required under section 4 or to make a false statement or misrepresentation with respect to completing the form.

§ 167.6. Enforcement and sanctions

(a) **GENERAL RULE.**-- The department shall enforce this act.

(b) **INVESTIGATION OF COMPLAINTS.**-- The department shall accept, review and investigate in a timely manner any credible complaint that a public works contractor or subcontractor has violated a provision of this act.

(c) **AUDITS.**-- To ensure compliance with the requirements of this act, the department shall conduct complaint-based and random audits of public works contractors and subcontractors in this Commonwealth.

(d) **SANCTIONS.**-- The following sanctions shall apply only to a violation under section 5(1):

(1) For a first violation, a public works contractor or subcontractor shall receive a warning letter from the department detailing the violation. The letter shall be posted on the department's Internet website.

(2) For a second violation, a public works contractor or subcontractor shall be debarred from public work for 30 days.

(3) For a third violation and subsequent violations, a public works contractor or subcontractor shall be debarred from public work for not less than 180 days and not more than one year.

(4) In the case of an alleged willful violation, the secretary shall file a petition in Commonwealth Court seeking to have the court issue a rule to show cause why a public works contractor or subcontractor did not engage in the willful violation. If the court finds that the public works contractor or subcontractor engaged in a willful violation, the court shall order that the public works contractor or subcontractor be debarred from public work for a period of three years.

(5) Notwithstanding the provisions of paragraph (1), (2) or (3), a violation by a public works contractor or subcontractor that occurs ten years or more after a prior violation shall be deemed to be a first violation.

(6) For the purposes of assessing sanctions, violations committed by a contractor or subcontractor subject to this act involving a single public works contract shall be considered a single violation despite the number of employees that are the subject of the violations.

(e) CIVIL PENALTY.-- A public works contractor or subcontractor that violates section 5(2) shall be subject to a civil penalty of not less than \$ 250 and not more than \$ 1,000 for each violation, to be imposed by the department.

(f) NOTICE AND APPEAL.-- Actions taken by the department under subsections (d)(1), (2) and (3) and (e) shall be subject to the notice, appeal and other provisions of 2 Pa.C.S. (relating to administrative law and procedure).

§ 167.7. Protection from retaliation

(a) GENERAL RULE.-- It shall be unlawful for a public works contractor or subcontractor to discharge, threaten or otherwise retaliate or discriminate against an employee regarding compensation or other terms or conditions of employment because the employee:

(1) participates in an investigation, hearing or inquiry held by the secretary or any other governmental authority under this act; or

(2) reports or makes a complaint regarding the violation of this act to a public works contractor or subcontractor or to any governmental authority.

(b) ACTIONS.--

(1) An employee who suffers retaliation or discrimination in violation of this section may bring an action in a court of common pleas in accordance with established civil procedures of this Commonwealth.

(2) The action must be brought within 180 days from the date the employee knew of the retaliation or discrimination.

(c) RELIEF.-- If an employee prevails in an action commenced under this section, the employee shall be entitled to the following relief:

(1) Reinstatement of the employee, if applicable.

(2) Restitution equal to three times the amount of the employee's wages and fringe benefits calculated from the date of the retaliation or discrimination.

(3) Reasonable attorney fees and costs of the action.

(4) Any other legal and equitable relief as the court deems appropriate.

§ 167.8. Good faith immunity

A public works contractor or subcontractor that relies in good faith on EVP procedures to verify employment eligibility of new employees under this act shall be immune from the sanctions authorized under section 6 and shall have no liability to an individual who is not hired or who is discharged from employment in the event that incorrect information has been provided to the public works contractor or subcontractor. A public works contractor or subcontractor that can produce written acknowledgment provided by an applicable Federal agency of use of EVP is considered to have acted in good faith.

§ 167.9. Public works contractor and subcontractor liability

Nothing in this act may be construed to render a public works contractor liable for the action of a subcontractor or a subcontractor liable for an action of another subcontractor.

§ 167.10. Rules and regulations

The department may promulgate rules and regulations necessary to administer and enforce this act.

§ 167.11. Cooperation among departments

The department may enter into agreements with the Department of Labor and Industry or any other Commonwealth agency to provide for the cooperative enforcement of the provisions of this act.

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Contractor or Subcontractor (Please check one) **ALL INFORMATION MUST BE COMPLETED**

CONTRACTOR ADDRESS **SUBCONTRACTOR** ADDRESS



DEPARTMENT OF LABOR & INDUSTRY
COMMONWEALTH OF PENNSYLVANIA
LABOR & INDUSTRY
 BUREAU OF LABOR LAW COMPLIANCE
 PREVAILING WAGE DIVISION
 7TH & FORSTER STREETS
 HARRISBURG, PA 17120
 1-800-952-4065

EMPLOYEE NAME	APPR. RATE (%)	WORK CLASSIFICATION	DAY AND DATE							S-TIME 0-TIME	BASE HOURLY RATE	TOTAL FRINGE BENEFITS (C=Cash) (FB=Contributions)*	TOTAL DEDUCTIONS	GROSS PAY FOR PREVAILING RATE JOB(S)	CHECK #	
																HOURS WORKED EACH DAY

THE NOTARIZATION MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY. ALL OTHER INFORMATION MUST BE COMPLETED WEEKLY.

*FRINGE BENEFITS EXPLANATION (FB): Bona fide benefits contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

- 1) Medical or hospital care _____
- 2) Pension or retirement _____
- 3) Life insurance _____
- 4) Disability _____
- 5) Vacation, holiday _____
- 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

1. The undersigned, having executed a contract with _____
(AWARDING AGENCY, CONTRACTOR OR SUBCONTRACTOR)

_____ for the construction of the above-identified project, acknowledges that:

- (a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.
- (b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.
- (c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.

2. The undersigned certifies that:

- (a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the PA Prevailing Wage Act, Act of August 15, 1961, P.L. 987 as amended, 43 P.S. § 165-11(e).
- (b) No part of this contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.

3. The undersigned certifies that:

- (a) the legal name and the business address of the contractor or subcontractor are: _____
- (b) The undersigned is: a single proprietorship a corporation organized in the state of _____
 a partnership other organization (describe) _____
- (c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

NAME	TITLE	ADDRESS

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the PA Prevailing Wage Act of August 15, 1961, P.L. 987, as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

 (DATE)

 (SIGNATURE)

 (TITLE)

 SEAL

Taken, sworn and subscribed before me this _____ Day
 of _____ A.D., _____