



Board of Supervisors

Frank A. Piliero, Chairman - Charles A. Philips, Vice Chairman
Susan T. Bednar - Kevin R. Kuhn - Hugh D. Willig

CHARLESTOWN TOWNSHIP NOTICE - PUBLIC BIDS

Sealed proposals for the Charlestown Township 2019 Road Base Repair and Resurfacing project will be received by the Board of Supervisors for Charlestown Township on **May 6, 2019 until 12:00 Noon** at the Charlestown Township Municipal Office, 4030 Whitehorse Road, Devault, PA. They will be publicly opened and read at 7:00 P.M. on this same date at the Great Valley Middle School, 255 N. Phoenixville Pike, Malvern, PA in the Choral Room, where the Board of Supervisors will conduct a regularly scheduled public meeting. At this time the bid will be awarded subject to entering into a contract with the successful bidder on terms satisfactory to the Township.

The bidding process will be administered using an on-line SharePoint Web Portal managed by the Charlestown Township Engineer. All bidders must contact Daniel Wright via e-mail at (dwright@advancedgeoservices.com) to provide contact information to be placed on the bidders' list. All contract documents will be available for download from the Web Portal.

Bidder must submit proposal on PennDOT forms, which may be obtained from the SharePoint Web Portal along with bid specifications, general conditions, Statement of Bidder's Qualifications and Experience, and **complete bid information**. Bids must be submitted in a sealed envelope plainly marked "Township Road Base Repair and Resurfacing Bid" as appropriate. Acknowledgement of receipt of all Addenda shall be noted on the outside of the sealed envelope. Bids submitted in any form, such as via fax, email, or other electronic transmission, will not be accepted. Bids shall be delivered to the Township Office before 12:00 Noon, May 6, 2019.

Charlestown Township's office is located at the Devault Building, 4030 Whitehorse Road, Charlestown Township, Chester County, PA and is open on Monday through Friday from 9:00 A.M. to 3:00 P.M. **FAX (610) 240-0328, Phone (610) 240-0326.**

BID SPECIFICATIONS

Charlestown Township 2019 Road Improvements Project

Below are the estimated quantities listed for road base repair and resurfacing for Township Roads located in Charlestown Township, Chester County, Pennsylvania. Costs shall exclude material costs. Materials will be provided by the Township.

ITEM 1:

Howell Road				
(See Attached Drawing C101 for Details)				
Item Description	Quantity	Unit	Unit Price	Total Cost
Mill to Stone Base	3,441	SY		
Edge Milling along Shoulders	4,759	SY		
Bituminous Binder Course (4")	3,441	SY		
Bituminous Overlay (1-1/2")	14,929	SY		
Saw Cut and Mill	395	LF		
Subtotal				

ITEM 2:

Southwest Avenue				
(See Attached Drawing C102 for Details)				
Item Description	Quantity	Unit	Unit Price	Total Cost
Mill to Stone Base	102	SY		
Edge Milling along Shoulders	490	SY		
Bituminous Binder Course (4")	102	SY		
Bituminous Overlay (1-1/2")	1,671	SY		
Saw Cut and Mill	141	LF		
Concrete Curb	44	LF		
Subtotal				

ITEM 3:

Township Line Rd				
(See Attached Drawing C103 for Details)				
Item Description	Quantity	Unit	Unit Price	Total Cost
Mill to Stone Base	206	SY		
Edge Milling along Shoulders	1,604	SY		
Bituminous Binder Course (4")	206	SY		
Bituminous Overlay (1-1/2")	4,450	SY		
Saw Cut and Mill	148	LF		
Subtotal				

ITEM 4:

Union Hill Road				
(See Attached Drawing C104 for Details)				
Item Description	Quantity	Unit	Unit Price	Total Cost
Mill to Stone Base	910			
Edge Milling along Shoulders	2,494	SY		
Bituminous Binder Course (4")	910			
Bituminous Overlay (1-1/2")	6,658	SY		
Saw Cut and Mill	100	LF		
Subtotal				

Item 1: _____

Item 2: _____

Item 3: _____

Item 4: _____

TOTAL: _____

STATEMENT OF WORK

Charlestown Township is requesting proposals for road base repair and resurfacing of a portion of Howell Road, Southwest Avenue, Union Hill Road, and Township Line Road. The work involves saw cutting and milling at existing road intersections, milling along curb lines, half or full road milling, base repair, bituminous overlay installation, and seal coating where required. All materials and equipment used and work performed shall meet the Township and the Pennsylvania Department of Transportation (PennDOT) and the requirements of PennDOT Form 408 and other applicable PennDOT Bulletins and Letters. The Township requests that all bidders provide costs to perform the work shown on the drawings, but the pavement materials will be provided by the Township. The successful contractor may pick up materials at either Independence Construction Materials (Allan Myers), 4045 State Road, Malvern, PA, or Glasgow, Inc., 660 Morehall Road, Malvern, PA, quarries and as directed by the Township.

GENERAL CONDITIONS & BID INFORMATION

- (1) Proposal must include all labor, equipment, and material necessary to perform the work, excluding the bituminous materials that will be purchased by the Township through the Co-Stars program. A qualified operator must be provided to operate all equipment. The bidder is responsible for the availability of all equipment, labor, and material to meet the statement of work.
- (2) The bid must be accompanied by a certified check or bid bond payable to "Charlestown Township" in the amount of \$1,000.00, on form satisfactory to the Township, which shall be retained by the Township as liquidated damages if the successful bidder fails to execute a contract within 20 days of notice, and provide a performance bond and payment bond in a form satisfactory to the Township as required.
- (3) The Bid must also be accompanied by a Certificate of Insurance in such form as is satisfactory to the Township, including:
 - a. Workers' Compensation Insurance that complies with the Workers' Compensation laws of Pennsylvania;
 - b. Automobile Liability Insurance with minimum limits of \$500,000.00 combined single limit bodily injury and/or property damage;
 - c. Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00;
 - d. Umbrella Liability Insurance in an amount not less than \$2,000,000.00; and,
 - e. Such other insurance as may be reasonably required by the Township.
 - f. All employees of contractors and subcontractors must have qualified working papers.

The successful bidder shall include Charlestown Township as an additional insured on all insurance certificates.

- (4) The Board of Supervisors reserves the right, in its sole discretion, to reject any or all bids, to accept or reject any part of any bid and to waive any informalities in any bid as is deemed in the best interest of the Township.
- (5) Contract period will be from June 15, 2019 to August 15, 2019. Equipment and labor must be provided by the principal contractor who has received the bid award. Ultimate liability and responsibility for insurance, workman's compensation and job performance lies with the

contractor who is awarded the contract. If the principal contractor intends to use a sub-contractor for any portion of the contract then such sub-contractor must be named in the bid document. If, after award of the contract, a sub-contractor is proposed by the principal contractor, the sub-contractor is subject to the approval of the Township.

- (6) The following Hold Harmless/Indemnity clause is favor of the Township shall be included in the contract:

The CONTRACTOR for itself, its personal representatives, successors, and assigns (hereinafter, "Indemnitor") does hereby covenant and agree with Charlestown Township, its Supervisors and employees, (hereinafter "Indemnitee") as follows: (1) To forever fully protect, defend and save the Indemnitee harmless from and against any and all claims, loss, costs, damages, attorney's fees, experts' fees, consultants' fees, and expenses of every kind and nature, for personal injury or property damage, which Indemnitee may suffer, incur by reason of, or in consequence of, equipment and materials supplied and work performed by Indemnitor or any of his subcontractors under this Contract, or on account of the assertion or enforcement or attempted assertion or enforcement thereof or of any rights existing or hereinafter arising or which may be claimed to exist under, or growing out of the Contract, (2) To provide for the defense, at its own expense, on behalf of and for the protection of Indemnitee against loss or damage in all litigation consisting of actions or proceedings based on any items referred to above which may be asserted or attempted to be asserted, against or in respect to the items referred to above, or any part thereof, or any interest therein related to this contract. Nothing herein may be construed to limit the right of the Indemnitee to defend any action against Indemnitee if it so elects, with all costs and expenses thereof borne by Indemnitor.

- (7) To be eligible to sell products to the Township, the successful bidder must certify that it does not discriminate against the disabled in its employment practices. In addition, any vendor who uses vehicles to fulfill a contract with the Township must comply with the Federal Drug and Alcohol testing requirements related to CDL employees.
- (8) Bidder must submit proposal on PennDOT forms provided by Township. Bidder must also submit completed Statement of Bidder Qualifications and Experience forms provided by Township. PennDOT certification is required, and bidders must document five years experience with work similar to that required by this specification. Clearly identify on the proposal form or attached addendum exceptions taken to general conditions or specifications of the Bid Notice.
- (9) The Board of Supervisors has authorized the Township to participate in purchase contracts of the Pennsylvania Department of Property and Supplies. Any savings in costs which may result from this participation will take precedence over Township contracts.
- (10) All work in the Township will be scheduled by either written or verbal orders from the Township with confirmation in writing.
- (11) When the bid is for more than one roadway, the Township reserves the right to award separate contracts for each item or combined items under a single contract or to reject any or all bids if deemed in the best interest of the Township. The Township also reserves the right to award separate contracts for each road for separate periods to ensure availability for the entire contract period.

- (12) The Contractor shall not perform work, or provide services to, individuals in conjunction with Township scheduled projects (such as paving driveways while paving Township roads), but must make separate arrangements on a day preceding or following the Township's scheduled work.
- (13) If ownership of Contractor changes at any time during the bid process or completion of the Contract, the Township reserves the right to re-bid the Contract or re-negotiate the Contract.
- (14) The Bid acknowledges that this bid is for public works contract and Bidder is therefore subject to the provisions, duties, obligations and penalties of the Public Works Employment Verification Act, 43 P.S. 167.1-167.11. Bids must be accompanied by the Public Works Employment Verification Form on behalf of itself to Charlestown Township prior to the close of bids. The Form and relevant information can be found on the Department of General Services website at www.dgs.state.pa.us.
- (15) Bituminous Concrete shall meet the specifications of the Pennsylvania Department of Transportation and the requirements of PennDOT Form 408. A Certificate of Compliance with the State Specification and a Certificate of Availability must accompany the bid. In addition to complying with the standards of PennDOT Form 408, Superpave wearing course, Superpave binder course, and Superpave binder course shall have a minimum bitumen content of 6.0 as measured by percent of weight.
- (16) Escalator Provision: Contractors/Suppliers shall have the right to increase the contract unit prices of bituminous concrete in an amount equal to the Contractor's/Supplier's increase in the cost of supplying the material occurring subsequent to the date of the bid opening (hereinafter referred to as "base date"). Any increase in the Contractor's/ Supplier's cost after the base date shall be verified by proper documents furnished to the Township, including proof of price to the contractor/supplier from the source of supply. The Township may terminate or reduce the scope of the contract if the unit costs covered by these escalator provisions are increased unreasonably above the base price.
- (17) De-Escalation Provision: The Contractors/Suppliers shall decrease the contract unit prices for bituminous concrete in an amount equal to the Contractor's/Supplier's decreases occurring subsequent to the date of the bid opening. Any decrease shall be verified by the Contractor/Supplier in writing.
- (18) The Township reserves the right to reject any named subcontractor. Should the Township choose to reject any named subcontractor, the addition of an alternative subcontractor shall not increase the proposed bid.
- (19) Although it is not a requirement, Charlestown Township encourages the participation of Women and Minority Business Enterprise (WMBE) subcontractors.
- (20) The Contractor shall develop a schedule for each paving project which describes when the work will start, description of proposed lane/road closures, hours of work, and when the road will be reopened. The Township will be responsible for all communications with residents.

BID BOND

Attachment #1

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____

_____ as PRINCIPAL, and

_____, as SURETY are held and firmly bound unto CHARLESTOWN

TOWNSHIP, in the penal sum of _____ Dollars (\$_____) lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the accompanying

Bid, dated _____, 2019 for _____

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with Charlestown Township in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the vent of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay Charlestown Township the difference between the amount specified in said bid and the amount for which Charlestown Township may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 2019 the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

(Individual Principal) (SEAL)

(Individual Principal - Business Address, including ZIP code) (SEAL)

(Partnership) (SEAL)

(Partnership - Business Address, including ZIP code) (SEAL)

Attest:

By: _____

(Corporate Principal)

(Business Address, including ZIP code)

By: _____ (Affix Corporate Seal)

Attest:

_____ (Corporate Surety)

By: _____ (Affix Corporate Seal)

Countersigned

By _____¹

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____,

Secretary of the Corporation named as Principal in the within bond; that _____,

who signed the said bond on behalf of the Principal was then _____

of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

_____ (Corporate Seal)

Title _____

¹ Power of Attorney for person signing for Surety Company must be attached to bond.

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

_____, as PRINCIAL,

and _____, as SURETY are held and firmly bound unto CHARLESTOWN TOWNSHIP, its certain attorney, successors, or assigns, (Hereinafter called the Obligee)

in the full and just sum of _____ Dollars

(\$ _____) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, SAID PRINCIPAL HAS ENTERED INTO A CERTAIN CONTRACT WITH SAID OBLIGEE,

DATED _____, 2019 (Hereinafter called the Contract) for _____ which Contract and the specifications for said work shall be deemed a part hereof as fully as if set out herein:

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the contract on his part as of the time and in the manner therein provided and satisfy all claims and demands incurred in or for the same, or growing out of the same, or for injury or damages to persons or property in the performance thereof, and shall fully indemnify and save harmless the said Obligee from any and all costs and damage which the said Obligee may suffer by reason of the Principal's failure to do so; and shall fully reimburse and repay the said Obligee any and all outlay and expense which it may incur by reason of any such default, then this obligation shall be null and void, otherwise it shall remain in full force and virtue.

It is further understood and agreed that the Principal shall guarantee for a period of one (1) year from completion date of the contractor against defects in workmanship or materials in accordance with the terms of the contract.

The said surety for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on the bond, and it does hereby waive notice of any such change, extension, of time, alternation or addition to the terms of the Contract or to the work or to the Specifications.

Signed, Sealed and Delivered in _____ original counterparts this _____, 2019.

(Individual Principals Sign here)

_____ (Seal)

In the presence of:

_____ (Seal)

_____ (Seal)

(Corporate Principal Sign Here)

By _____

ATTEST:

(Surety Sign Here)

THE RATE OF PREMIUM CHARGED IS \$ _____ PER THOUSAND.

THE TOTAL AMOUNT OF PREMIUM CHARGED IS \$ _____ (THE ABOVE MUST BE FILLED IN BY THE CORPORATE SURETY).

KNOW ALL MEN BY THESE PRESENTS, that we, _____
of _____, 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 material or labor entered into and become 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 therefore, may sue in assumpsit on this Payment Bond in his,
their, or its own name and may prosecute the same to final judgment 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 alternations 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 alternation, extension, or forbearance being
hereby waived.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly executed this Bond under seal this
_____ day of _____, 2019.

WITNESS:
PLACE
SEAL
HERE

CONTRACTOR

TITLE:

By: _____
TITLE:

WITNESS:
PLACE
SEAL
HERE

SURETY

TITLE

By: _____
TITLE:

AFFIDAVIT RE

ACCEPTING PROVISIONS OF THE WORKMEN' COMPENSATION ACT

State of }
 }
 }
 }
County of }

_____ he has
, 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

_____ has his
Pennsylvania, with its supplements and amendments and have insured their liability thereunder
its

in accordance with the terms of said Act with _____
(SURETY COMPANY)

(TYPE OR PRINT) CONTRACTOR

BY _____
SIGNATURE

Sworn and subscribed before me this _____ day of _____ A.D. 2019.

My commission expires _____
(DATE)

STATEMENT OF BIDDER QUALIFICATIONS & EXPERIENCE

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached pages. If bidder desires, any additional information may be submitted.

- 1. Name of Bidder _____
- 2. Address: _____

- 3. Location of bidder's base of operations from which Equipment, operators, and labor will be provided to Charlestown Township: _____

- 4. Type of Business: Sole Proprietor _____ Partnership _____ Corporation _____
- 5. Names of owners, partners, and principal officers: _____

- 6. If a Corporation, where incorporated? _____
- 7. When organized? _____
- 8. Does the bidder hold a current state certification for bidding PennDOT contracts? _____ If yes, please provide copy of pre-qualification certificate.
- 9. How long has bidder been engaged in road construction, road maintenance, snow plowing or similar activities under present business or trade name? _____
previous business or trade name (give previous name) _____
- 10. Contracts on hand covering same period as this proposal: _____

- 11. General character of work performed by your company _____

12. Has bidder failed to complete any work previously awarded? _____ If yes, when, where and why? _____
13. Has bidder ever defaulted on a contract? _____ If yes, when, where and why? _____
14. List as references significant contracts recently completed _____
- _____
- _____
- _____
15. Experience similar in scope and importance to this bid _____
- _____
- _____
- _____
16. List bank reference and address: _____
- _____
- _____
17. Does the Bidder have a policy concerning the replacement of curbs and mailboxes destroyed or damaged during Snow removal and/or other work performed under contract? If so, what is Bidder's policy?
- _____
18. Has any previous contract between Bidder or a related company or entity and Township been terminated by the Township? If yes, the Bidder is disqualified from bidding on the contract subject of this Request for Bids.
19. Is Bidder, or any of the partners, officers or principals of the Bidder if the Bidder is a partnership or corporation, a close relative of any Township elected official, officer or employee? ("Close relative" means, mother, father, grandmother, grandfather, son, daughter, sister or brother). If yes, the Bidder is disqualified from bidding on the contract subject of this Request for Bids.
20. Has bidder been the defendant or plaintiff in any litigation or arbitration within the past 3 years? If so, provide details of each instance on separate paper. _____.
21. The Undersigned hereby authorizes and requests any person, agency, firm, or corporation to furnish information requested by Charlestown Township in verification of the recitals comprising this Statement of Bidder's Qualifications and Experience.

MS-970 (10-83)
Reproduce Locally

**ROAD BASE REPAIR AND
RESURFACING
PROPOSAL AND
CONTRACT
(WHEN EXECUTED)**

**(THIS PROPOSAL INCLUDES
INSTRUCTIONS TO BIDDERS)**

A. DEPOSITS OF PROPOSALS (To be completed by the MUNICIPALITY before proposals are distributed.)

All envelopes containing Bid Proposals shall be clearly marked "Bid Proposal for Road Base Repair and Resurfacing" Opening of May 6, 2019 (DATE)

Charlestown Township
MUNICIPALITY (NAME AND TYPE)
Linda M. Csete
TOWNSHIP MANAGER

Sealed Proposals will be received on or before 12:00 Noon on the above date. (TIME)

4030 Whitehorse Road, Devault, PA 19432
ADDRESS

Proposals will be opened and read at approximately 7:00 P.M. on the above date. (TIME)

PROPOSALS MUST BE MAILED TO THE ABOVE ADDRESS OR OTHERWISE DELIVERED TO THE CHARLESTOWN TOWNSHIP OFFICE, 4030 WHITEHORSE ROAD, DEVAULT, PA.

B. NAME OF CONTRACTOR (To be completed by the Bidder.)

Proposal of

(NAME OF CONTRACTOR)

(ADDRESS)

C. SPECIFICATIONS (To be completed by the MUNICIPALITY before proposals are distributed)
The CONTRACTOR hereby proposes and agrees:

1. The CONTRACTOR shall permit the MUNICIPALITY to review all records relating to labor and equipment utilized under the terms of this agreement.
2. The CONTRACTOR shall provide adequate insurance coverage in the form of Property Damage and Bodily Injury Insurance. If required by the MUNICIPALITY, evidence of such coverage, in the form of a certificate of a qualified insurance company, must be provided when the CONTRACTOR is notified by MUNICIPALITY that his bid has been accepted.
3. When accepted by the MUNICIPALITY, this proposal will constitute a contract binding on the CONTRACTOR, their executors, administrators, successors or assignees.
4. Accompanying this proposal is a certified check or Bid Bond payable to the MUNICIPALITY in the amount of \$1,000.00, as a proposal guarantee which, it is understood, will be forfeited in the event the CONTRACTOR is awarded the contract and fails to provide the necessary performance bond, as required in Paragraph 10.
5. The successful Bidder, shall, within ten (10) days of the award of the Contract, submit a guarantee of performance of the terms of the Contract in the form of a Bond or certified check payable to the MUNICIPALITY in the amount of the Bid. A Performance Bond shall be on the

attached form (MS-970) or its equivalent. If a certified check is submitted, it will be forfeited to the MUNICIPALITY to cover any added costs to the MUNICIPALITY in the event it determines by written notice to the CONTRACTOR that any equipment was not available when needed or that its performance was unsatisfactory.

6. The terms & conditions of the 'Charlestown Township Notice-Public Bids' and 'Bid Specifications' are hereby incorporated by reference as if fully set forth at length.
7. CONTRACTOR for itself, its personal representatives, successors, and assigns (hereinafter, "Indemnitor") does hereby covenant and agree with Charlestown Township, its Supervisors and employees, (hereinafter "Indemnitee") as follows: (1) To forever fully protect, defend and save the Indemnitee harmless from and against any and all claims, loss, costs, damages, attorney's fees, experts' fees, consultants' fees, and expenses of every kind and nature, for personal injury or property damage, which Indemnitee may suffer, incur by reason of, or in consequence of, equipment and materials supplied and work performed by Indemnitor or any of his subcontractors under this Contract, or on account of the assertion or enforcement or attempted assertion or enforcement thereof or of any rights existing or hereinafter arising or which may be claimed to exist under, or growing out of the Contract, (2) To provide for the defense, at its own expense, on behalf of and for the protection of Indemnitee against loss or damage in all litigation consisting of actions or proceedings based on any items referred to above which may be asserted or attempted to be asserted, against or in respect to the items referred to above, or any part thereof, or any interest therein related to this contract. Nothing herein may be construed to limit the right of the Indemnitee to defend any action against Indemnitor if it so elects, with all costs and expenses thereof borne by Indemnitor.
8. Contractor shall include in its contracts with its subcontractors notification of the applicability of the Public Works Employment Verification Act.

D. CERTIFICATION (To be completed by the Bidder)

1. The only person(s) having an interest in this proposal, including owners of equipment leased by the CONTRACTOR, is (are):

NAME) (ADDRESS)

NAME) (ADDRESS)

NAME) (ADDRESS)

2. None of the above persons are employees of the MUNICIPALITY.
3. The CONTRACTOR has provided Workman's Compensation Insurance for the operators of his equipment to be provided under the terms of this Contract. (Where required by Law.)
4. The CONTRACTOR will comply with all the requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and of 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 and, when required by law, not less than the applicable prevailing wage.

WITNESSED OR ATTESTED BY:

TITLE:

By:

TITLE:

(SEAL)

(SEAL)

E. ACCEPTANCE. (To be completed by appropriate Municipal Officer only in the event the above proposal is accepted.)

ACCEPTED ON (DATE) _____

ATTESTED BY:

TITLE:

By:

TITLE:

(SEAL)

(SEAL)