

FORM OF  
ADVERTISEMENT

Sealed proposals will be received by the:

Oakland Township

of

Butler

(City, Borough, Twp.: 1st. Cl. or 2nd Cl.)

(County)

at 565 Chicora Road / Butler, PA 16001

(Address)

until 1:00 PM, on April 1, 2026, for the following:

(Time)

(Month-Day-Year)

ITEM 1

4,633 TON

ASPHALT BINDER COURSE, 19.0mm, IN PLACE

**Note: Prevailing wages shall apply to this contract.**

Liquidated damages apply at the rate of \$ 975.00 per calendar day.

Proposals must be upon the forms furnished by the Municipality.

For third class cities the bid must be accompanied by a certified check or bid bond in the amount of 10 % of the bid, made payable to the municipality. For other municipal types it is the discretion of the municipality.

A performance bond or certified check in the amount of 100% of the contract shall be furnished by the successful bidder within 20 days after the contract is awarded.

The Municipality reserves the right to reject any or all proposals.

Oakland Township

(City, borough, Twp: 1st. Cl. Or 2nd Cl.)

BY: Diana Foehringer

(Name)

Secretary

(Title)

(Date)

**THIS ADVERTISEMENT ENDS HERE  
FOR DEPARTMENT USE ONLY**

This advertisement meets the requirements of regulation 1300.



PROPOSAL AND CONTRACT  
( WHEN EXECUTED )

THIS PROPOSAL INCLUDES  
INSTRUCTIONS TO BIDDERS

**A. DEPOSIT OF PROPOSALS.**

All envelopes containing Bid proposals shall be clearly marked "Bid Proposal for letting of April 1, 2026 ." **DATE**

Oakland Township 2nd Class  
**MUNICIPALITY (NAME & TYPE)**

Diana Foehringer  
**SECRETARY**

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

565 Chicora Road / Butler, PA 16001

**ADDRESS**

Bids will be opened and read at approximately 7:00 PM , 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 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 Oakland Township 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 asphalt paving materials is not required (Sec. 413).
- 2 If designated as the successful bidder, the contractor will begin work on the date specified in the notice to proceed, or as otherwise provided in the special requirements, and will complete all work within see Attachment 1-A calendar days.
- 3 Accompanying this proposal is a certified check or bid bond in the amount of 10% made payable to the municipality as a proposal guarantee which, it is understood, will be forfeited in case the contractor fails to comply with the requirements of the proposal.

**B. PROPOSAL OF:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NAME / ADDRESS OF CONTRACTOR**

**CONTRACTORS CERTIFICATION**

It is hereby certified as follows:

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

- 5 The contractor will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled.
  
- 6 The contractor will provide the municipality with a performance bond, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof, and a payment bond, conditioned on the prompt payment of all material furnished and labor supplied or performed in the prosecution of the work, in accordance with the Public Works Contractors' Bond Law of 1967; and an affidavit accepting the provisions of the Workmen's Compensation Act of 1915, as amended.

\_\_\_\_\_

**CONTRACTOR**

**WITNESSED OR ATTESTED BY:**

\_\_\_\_\_

TITLE: (SEAL)



\_\_\_\_\_

TITLE: (SEAL)

=====

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

=====

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

DATE

Oakland Township

\_\_\_\_\_

MUNICIPALITY

**ATTESTED BY:** \_\_\_\_\_

NAME



\_\_\_\_\_

NAME

\_\_\_\_\_

NAME

\_\_\_\_\_

\_\_\_\_\_





## Paving Project

### Oakland Township, Butler County

#### Additional Special Provisions

- All inlet adjustments/risers shall be incidental to paving item as directed by the municipality.
- Asphalt samples shall be selected and drawn in accordance with PA Test Method No.1 found in Appendix C of Pub 25.
- Contractor must schedule a meeting to review the project in person with the township.
- Asphalt shall extend to all mailboxes and shall be incidental to paving item as directed by the municipality.
- Asphalt shall extend 2' into all driveways and shall be incidental to paving item as directed by the municipality.
- Municipality reserves the right to request a copy of asphalt producers' daily production log during time of construction.
- Oakland Township reserves the right to have a Township Representative on-site at the producing plant for visual and physical sampling.

**EXHIBIT A:**

**NONDISCRIMINATION/SEXUAL HARASSMENT**

- a. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
  
- b. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:
  - i. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
  
  - ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
  
  - iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.
  
  - iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.

- v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
  
- c. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
  
- d. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
  
- e. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
  
- f. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

**EXHIBIT B:**

**PENNSYLVANIA PREVAILING WAGE ACT**

In the event that grant funds will be used for a public work project, the Prevailing Wage Act (PWA) may apply. The PWA requires that not less than the prevailing minimum wages be paid to all workmen employed on "public work" as defined in the PWA. Information on the PWA and the definition of "public work" may be found at [www.pa.gov/en/agencies/dli/resources/forms-and-documents/labor-law/prevailing-wage.html](http://www.pa.gov/en/agencies/dli/resources/forms-and-documents/labor-law/prevailing-wage.html).

The Act's definition of "public work" has been applied to projects undertaken by private entities, but receiving government assistance.

The PWA does not apply to the installation of equipment or machinery that is not a fixture, although any building construction/renovations to accommodate the equipment/machinery could be covered.

The PWA also does not apply to work performed by the project-owner's in-house employees, as opposed to work done by contractors or subcontractors.

The full PWA can be found at 43 P.S. sections 165-1 through 165-17.

Please contact L&I's Bureau of Labor Law Compliance (717-787-0606) with questions about the PWA and/or if you would like L&I's assistance in determining if the PWA applies to this project.

Information on applying for prevailing wage rates can be found at [www.pa.gov/en/agencies/dli/resources/forms-and-documents/labor-law/prevailing-wage.html](http://www.pa.gov/en/agencies/dli/resources/forms-and-documents/labor-law/prevailing-wage.html). From that webpage, you will see a link for "Prevailing Wage Rates Determination Request Form." Follow that link to submit the request electronically or print Prevailing Wage Rates Determination Request Form to submit by mail or fax.

COUNTY

Butler

MUNICIPALITY

Oakland Township

PROJECT #

2026

**SUPERPAVE ASPHALT MIXTURE DESIGN**

LOCATION OF WORK	FROM	TO	L E N G T H	W I D T H	D E P T H	SQ. YD.	TONS	MIX in mm	PERF. GRADE	GYRA- TIONS	MATERIAL TYPE	REMARKS
T-594 Davis Rd	SR 68	Tie in Intersection	50	45.0	2.50	250	38	19.0	PG 64S-22	50	BINDER 19.0	
T-594 Davis Rd	SR 68	T-606 Old East Butler Rd	4770	20.0	2.50	10,600	1,590	19.0	PG 64S-22	50	BINDER 19.0	
T-594 Davis Rd	T-606 Old East Butler Rd	Tie in Intersection	50	42.5	2.50	236	35	19.0	PG 64S-22	50	BINDER 19.0	
T-606 Old East Butler Rd	Municipal Line	SR 1025	6780	19.0	2.50	14,313	2,147	19.0	PG 64S-22	50	BINDER 19.0	
T-606 Old East Butler Rd	SR 1025	Tie in Intersection	50	38.5	2.50	214	32	19.0	PG 64S-22	50	BINDER 19.0	
T-840 Oakland Dr	SR 68	Tie in Intersection	25	33.5	2.50	93	14	19.0	PG 64S-22	50	BINDER 19.0	
T-840 Oakland Dr	SR 68	A Point	525	15.0	2.50	875	131	19.0	PG 64S-22	50	BINDER 19.0	
T-840 Oakland Dr	A Point	Cul de Sac	260	12.0	2.50	347	52	19.0	PG 64S-22	50	BINDER 19.0	
T-840 Oakland Dr	Cul de Sac	Cul de Sac	70	70.0	2.50	544	82	19.0	PG 64S-22	50	BINDER 19.0	
T-981 Thorn Apple Dr	SR 68	Tie in Intersection	25	30.5	2.50	85	13	19.0	PG 64S-22	50	BINDER 19.0	
T-981 Thorn Apple Dr	SR 68	SR 68	1,625	18.0	2.50	3,250	488	19.0	PG 64S-22	50	BINDER 19.0	
T-981 Thorn Apple Dr	SR 68	Tie in Intersection	25	28.0	2.50	78	12	19.0	PG 64S-22	50	BINDER 19.0	



# ANTI-COLLUSION AFFIDAVIT

County: \_\_\_\_\_

Municipality: \_\_\_\_\_

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

Project Number: \_\_\_\_\_

County of: \_\_\_\_\_

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

The undersigned deponent deposes and says that they are the \_\_\_\_\_ of the \_\_\_\_\_ Company; that they are 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 \_\_\_\_\_



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

## 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 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 - 9.5 mm S & L, 12.5 mm Wearing, 25.0 mm Base Course, etc.) must be filled in by the municipality to insure equitable bidding. Columns #5 (Unit Price), #6 (Total) and total amount of bid, must be filled in by the contractor. If more space is needed, add note at 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 \$885.00 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 Workman'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 works," 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.

MS-981 (7-09)  
First Edition



ATTACH  
NEWSPAPER  
CLIPPING  
HERE  
AND RETURN TO

County: \_\_\_\_\_ Bids Open: \_\_\_\_\_  
Municipality: \_\_\_\_\_ Date: \_\_\_\_\_  
Project Advertised Newspaper  
1 st Date \_\_\_\_\_ Daily  
2nd Date \_\_\_\_\_ Weekly  
\_\_\_\_\_ One Bidder Only

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

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

Resolution: The Officials of \_\_\_\_\_ 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