

**LOWER PAXTON TOWNSHIP  
BOARD OF SUPERVISORS**  
TUESDAY, MARCH 3, 2020 - 7:00 PM,  
425 PRINCE STREET, LOWER PAXTON, PA

CALL TO ORDER - CHAIRMAN HENRY

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

PUBLIC COMMENT

CHAIRMAN & BOARD MEMBERS' COMMENTS

MANAGER'S REPORT

OLD BUSINESS

NEW BUSINESS

- A. RESOLUTION 20-11; AUTHORIZING THE SUBMISSION OF A PA SMALL WATER AND SEWER PROGRAM GRANT APPLICATION -*Mr. Gotshall*
- B. ACTION TO PROVIDE A LETTER OF SUPPORT TO THE LINGLESTOWN AREA CIVIC ASSOCIATION'S PENNDOT MULTIMODAL FUND REQUEST - *Mr. Gotshall*
- C. ACTION TO AWARD 2020 LOWER PAXTON TOWNSHIP PAVING PROJECT CONTRACT - *Mr. Gotshall*
- D. ACTION ON BIDS FOR THE 2020/2021 LAWN RESTORATION PROJECT - *Mr. Weaver*
- E. ACTION TO ADOPT UPDATED LPT HISTORICAL COMMISSION BYLAWS - *Mr. Gotshall*
- F. ACTION ON A CONTRACT FOR SERVICES WITH RSR APPRAISERS AND ANALYSTS - *Mr. Gotshall*

IMPROVEMENT GUARANTEES

PAYMENT OF BILLS - LOWER PAXTON TOWNSHIP & LOWER PAXTON TOWNSHIP AUTHORITY

ANNOUNCEMENTS

ADJOURN

**NEXT BOARD MEETING (Workshop Meeting), TUESDAY, MARCH 10, 2020; 7:00 P.M.**

**LOWER PAXTON TOWNSHIP  
BOARD OF SUPERVISORS**

**RESOLUTION 20-11**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF LOWER PAXTON  
TOWNSHIP AUTHORIZING THE SUBMISSION OF A PA SMALL WATER AND  
SEWER PROGRAM GRANT APPLICATION TO THE COMMONWEALTH  
FINANCING AUTHORITY.**

**WHEREAS**, the Lower Paxton Township Authority owns a stormwater system within the municipal boundaries of the Township of Lower Paxton, Pennsylvania; and

**WHEREAS**, the Authority and Township must complete repairs, maintenance, and replacement of the stormwater system from time to time.

**BE IT RESOLVED**, that Lower Paxton Township (Applicant) of Dauphin County hereby requests a PA Small Water and Sewer Program grant of \$424,107 from the Commonwealth Financing Authority to be used for the improvements to the existing stormwater system as part of the Stormwater Detention Basin Retrofits project.

**BE IT FURTHER RESOLVED**, that the Applicant does hereby designate Bradley Gotshall, Township Manager, and Chris Judd, Township Secretary, as the officials to execute all documents and agreements between Lower Paxton Township and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

**RESOLVED** this 3<sup>rd</sup> day of March 2020.

ATTEST:

**BOARD OF SUPERVISORS  
LOWER PAXTON TOWNSHIP**

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Chris Judd, Secretary

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Lowman S. Henry, Chairman

I, **Chris Judd**, duly qualified Secretary of the Lower Paxton Township, Dauphin County, PA, hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by a majority vote of the Supervisors of Lower Paxton Township at a regular meeting held **3, March, 2020** and said Resolution has been recorded in the Minutes of the Lower Paxton Township and remains in effect as of this date.

IN WITNESS THEREOF, I affix my and attach the seal of the Lower Paxton Township, this 3<sup>rd</sup> day of March 2020.

LOWER PAXTON TOWNSHIP  
DAUPHIN COUNTY

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Chris Judd, Secretary



February 14, 2020

Mr. Bradley Gotshall  
Lower Paxton Township, Manager  
425 Prince St.  
Harrisburg, PA 17109

Dear Mr. Gotshall,

I am writing on behalf of the Linglestown Area Civic Association (LACA). The Association has been moving through the logistics of improving the Round-A-Bout on the West end of Linglestown, nearest the Linglestown Firehouse. We have been in direct meetings with former State Representative Ron Marsico and now more recent, State Representative Andrew Lewis and his staff. Mike Keiser of Penn DOT has been in attendance and has been very instrumental in moving forward with both the planning and funding. In addition to Pennsylvania State funding, Mr. Norm Zoumas has provided guidance in setting-up initial contacts for grant applications.

The plan is to add a short stone wall around the West End Round-A-Bout. The wall would be protected by a series of bollards and reflective indicators in circumference around the wall. The interior of the wall will be planted with drought resistant shrubs and flowering dwarf trees. The stone wall would include a "Welcome to Linglestown" sign.

LACA is not seeking funding from Lower Paxton Township. Rather, we have been advised to seek a letter of endorsement from the Township. It is our hope that your office may be able to encourage the Township Supervisors to provide a letter of endorsement. If an endorsement is possible we would attach the Township's letter to our grant applications and providing a copy of your letter to our file at Penn DOT.

Please feel free to call me if you or your office has any questions. My cell phone is 717-991-9100. Thank you. We look forward to learning of your support by means of your Letter of Endorsement.

Respectfully,

Douglas R. Kepler, V.P.  
The Linglestown Area Civic Association  
717-991-9100

## **Linglestown West End Round-A-Bout**

Total height of wall 3 ½ - 4 feet

Planted and Landscaped

Incorporate a Welcome Sign on the West Side

Poured Concrete or Block Wall with faux stone

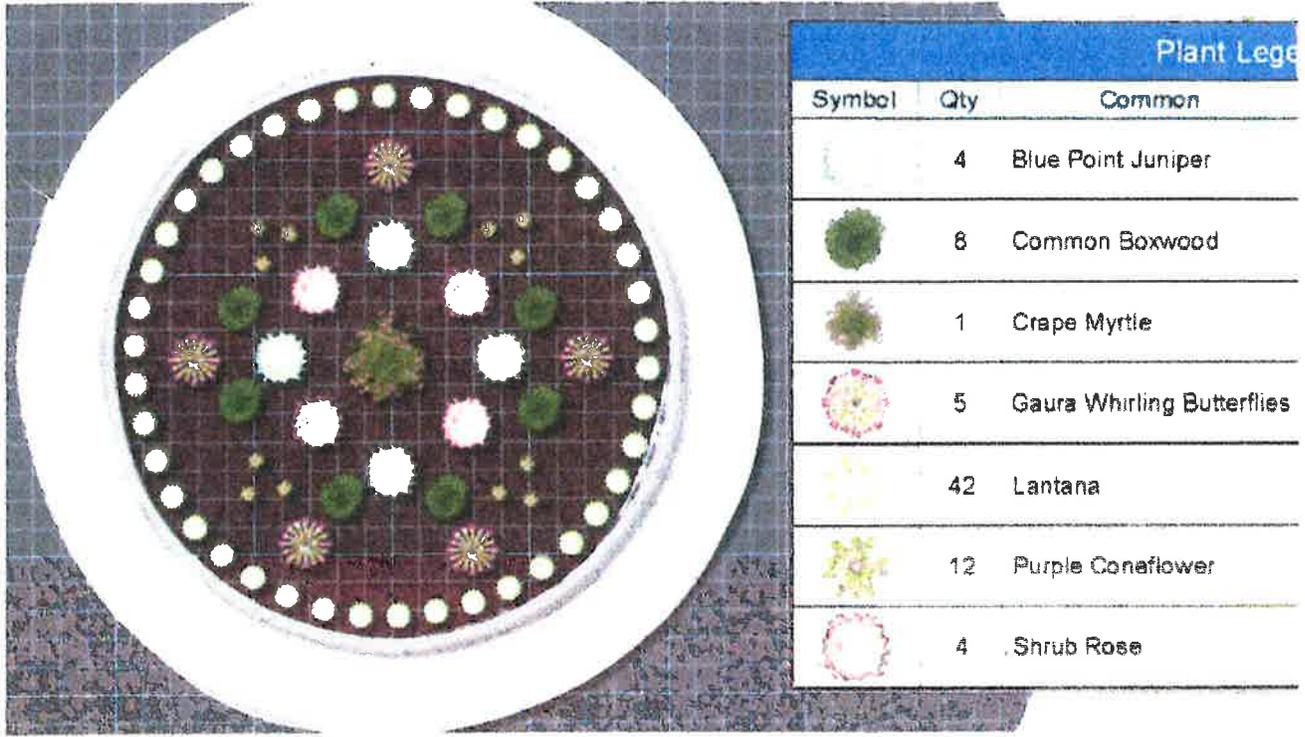
Bollards placed around wall

Hershey Round-A-Bout



- Trimming/pruning
- Weeding (biweekly)
- Fall Cutback/Cleanup

- Annual Flowers Planting: \$ 384.00**
  - Planting of (42) 4.5" Lantana (or similar) in Spring

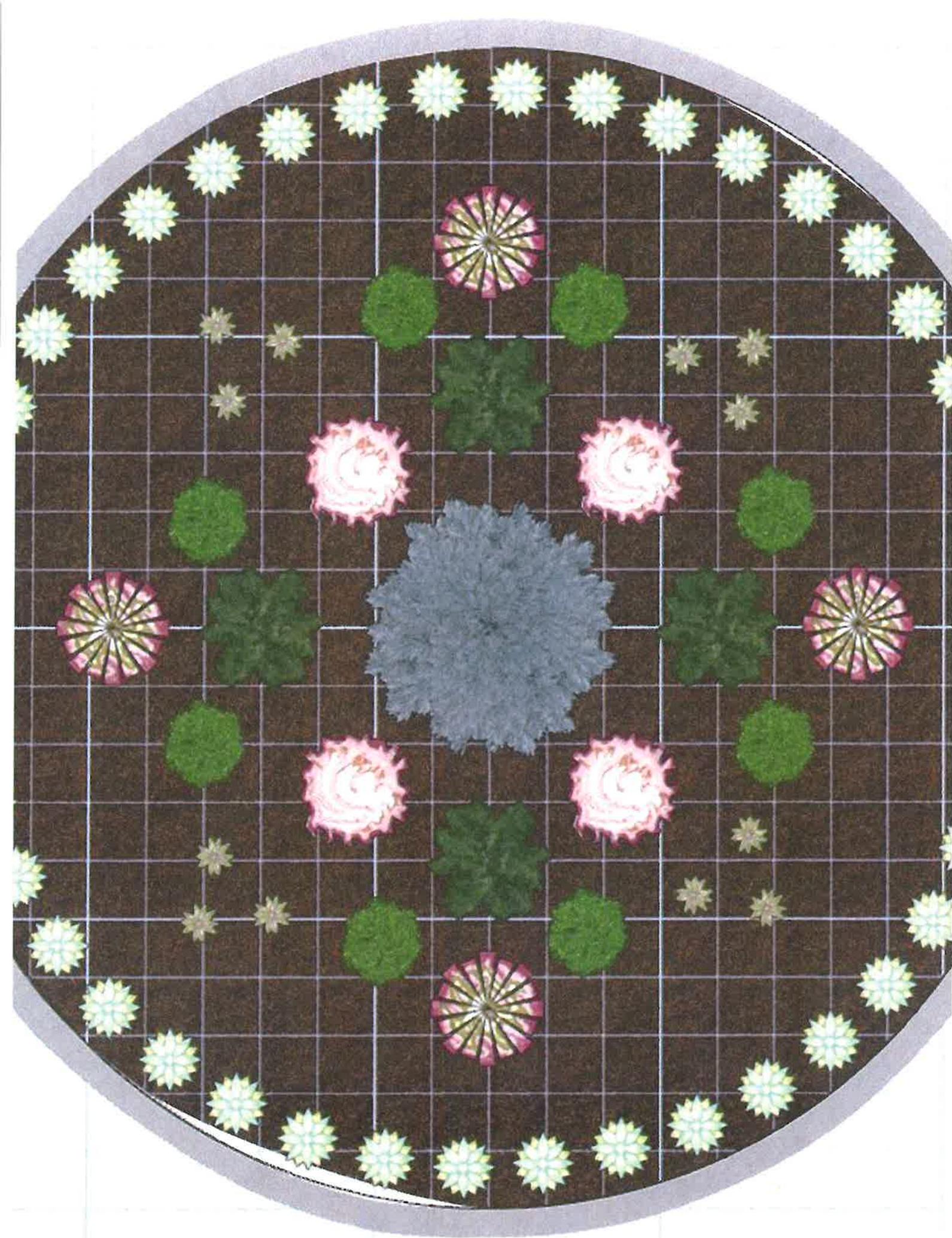


**\*\* Pricing may change if:**

- Unforeseen obstacles such as utilities, pipes, bedrock, boulder, construction waste, or hindrances
- There is damage to the site from vandalism, extreme weather, or other-
- Changes are made to specifications or designs (specifics on planting material)
- Changes to be billed at a rate of \$58.07/hr. + materials

**PROJECT SUMMARY:**

This quote is for informational purposes only. Pricing may change based on current market values, final layout, circumstances, accessibility, etc. This quote is not a binding contract. Upon feedback and availability of funds, an official proposal will be provided which may be used for actual project completion and contractual obligations.









**Herbert, Rowland & Grubic, Inc.**  
**Engineering & Related Services**

**AN EMPLOYEE-OWNED COMPANY**

369 East Park Drive  
Harrisburg, PA 17111  
717.564.1121  
(FAX) 717.564.1158  
www.hrg-inc.com

February 26, 2020

Lower Paxton Township  
425 Prince Street  
Harrisburg, Pennsylvania 17109

Re: Recommendation to Award of Contract  
2020 Lower Paxton Township Paving Project

Dear Supervisors:

HRG has reviewed the bids for the 2020 Lower Paxton Township Paving Project which were received on February 26, 2020. All of the bids were in order and there were no irregularities.

The lowest responsible bid was submitted by Pennsy Supply, Inc. in the amount of \$693,537.35 including the Base Bid (\$617,502.30) and Alternate – Nora Avenue/Clearview Avenue/Lyters Lane West of Page Road (\$76,035.05). Pennsy Supply, Inc. is a qualified contractor with an outstanding reputation in the paving industry, whom has performed exemplary work for Lower Paxton Township several times in the past.

We recommend that the Board award this contract to Pennsy Supply, Inc. for a unit price bid amount of \$693,537.35 for the Base Bid and the Alternate, subject to the following conditions:

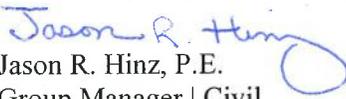
1. Complete bid review by the Township Solicitor;
2. Execution of the Agreement Between Owner and Contractor;
3. Receipt of required insurance documents, and
4. Receipt of acceptable Performance and Payment Bonds.

The Engineer's cost estimate for the project, including the Base Bid and the Alternate was \$1,024,059.85.

Attached is a certified bid tabulation and accompanying bid documentation for your files.

Sincerely,

**Herbert, Rowland & Grubic, Inc.**

  
Jason R. Hinz, P.E.  
Group Manager | Civil

JRH/LB

R000184.0543

P:\0001\000184\_0543\Admin\Award\00 Recommendation of Award.docx

Enclosure: Certified Bid Summary, All Received Project Bid Items

c: Jeff Kline (via email)  
Steve Stine (via email)  
Bradley Gotshall (via email)



Herbert, Rowland & Grubic, Inc.  
Engineering & Related Services

OWNER:  
BID DATE:

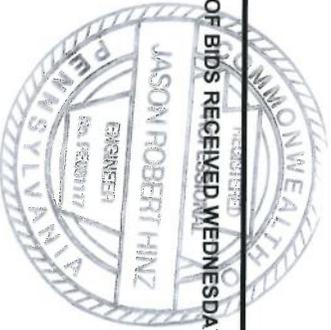
Lower Paxton Township  
February 26, 2020  
10:00 A.M.

PROJECT:

2020 Lower Paxton Township Paving Project

BIDDER	ATTACHMENTS				TOTAL BASE BID (LYTERS LANE - PAGE RD TO CONWAY RD & SAINT GEORGE DR/COMPTON DR - PARKWAY EAST TO MUNICIPAL LINE)	ALTERNATE	TOTAL
	BID SECURITY	NON-COLLUSION AFFIDAVIT	PUBLIC WORKS EMPLOYMENT VERIFICATION	EEO			
Pennsy Supply	X	X	X	X	\$617,502.30	\$76,035.05	\$693,537.35
H&K Group Inc.	X	X	X	X	\$673,644.50	\$88,042.20	\$761,686.70
Hempt Bros	X	X	X	X	\$762,243.65	\$83,084.65	\$845,328.30
E.K. Services	X	X	X	X	\$785,243.65	\$110,266.90	\$896,008.50
Glenn O. Hawbaker	X	X	X	X	\$820,096.50	\$91,728.30	\$911,824.80

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS RECEIVED. WEDNESDAY, FEBRUARY 26, 2020.



**Bid Response Summary**

**Bid Number** Lower Paxton Township, Dauphin County  
**Bid Title** 2020 Lower Paxton Township Paving Project  
 Wednesday, February 26, 2020 10:00:00 AM [(UTC-05:00) Eastern Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Pennsy Supply  
**Submitted By** Bethany Wileman - Tuesday, February 25, 2020 4:17:14 PM [(UTC-05:00) Eastern Time (US & Canada)]  
**Comments**

**Question Responses**

Reference Number	Question	Response
1	Upload Support Document(s)	lower paxton township bid documents-001.pdf
2	Upload Support Document(s)	pennsy penn dot prequalification.pdf
3	Upload Support Document(s)	
4	Upload Support Document(s)	
1.02	The Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents. (Enter I Agree or I Do Not Agree)	I Agree
2.01	Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, as provided by the Act of November 26, 1978 (P.L. 1309, No. 317), as amended by the Act of December 12, 1994 (P.L. 1042, No. 142), or for such longer period of time that Bidder may agree to in writing upon request of Owner. (Enter I Agree or I Do Not Agree)	I Agree
3.01A	In submitting this Bid, Bidder represents that: Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda: Enter Addendum Number and Date(s)	I Agree -1- February 19, 2020
3.01B	In submitting this Bid, Bidder represents that: Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. (Enter I Agree or I Do Not Agree)	I Agree
3.01C	In submitting this Bid, Bidder represents that: Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work. (Enter I Agree or I Do Not Agree)	I Agree
3.01D	In submitting this Bid, Bidder represents that: Bidder has considered the information known to Bidder itself; information commonly known to Contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and Drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs. (Enter I Agree or I Do Not Agree)	I Agree

3.01E	In submitting this Bid, Bidder represents that: Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price Bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents. (Enter I Agree or I Do Not Agree)	I Agree
3.01F	In submitting this Bid, Bidder represents that: Bidder is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents. (Enter I Agree or I Do Not Agree)	I Agree
3.01G	In submitting this Bid, Bidder represents that: Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder. (Enter I Agree or I Do Not Agree)	I Agree
3.01H	In submitting this Bid, Bidder represents that: The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work. (Enter I Agree or I Do Not Agree)	I Agree
3.01I	In submitting this Bid, Bidder represents that: The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents. (Enter I Agree or I Do Not Agree)	I Agree
4.01A	Bidder certifies that: This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation. (Enter I Agree or I Do Not Agree)	I Agree
4.01B	Bidder certifies that: Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. (Enter I Agree or I Do Not Agree)	I Agree
4.01C	Bidder certifies that: Bidder has not solicited or induced any individual or entity to refrain from Bidding. (Enter I Agree or I Do Not Agree)	I Agree
4.01D	Bidder certifies that: Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. (Enter I Agree or I Do Not Agree) For the purposes of this Paragraph 4.01.D:	I Agree
4.01D1	"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Bidding process. (Enter I Agree or I Do Not Agree)	I Agree
4.01D2	"fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Bidding process to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition. (Enter I Agree or I Do Not Agree)	I Agree
4.01D3	"collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels. (Enter I Agree or I Do Not Agree)	I Agree
4.01D4	"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Bidding process or affect the execution of the Contract. (Enter I Agree or I Do Not Agree)	I Agree

5.01A	Bidder will complete the Work in accordance with the Contract Documents for the price(s) submitted. (Enter I Agree or I Do Not Agree)	I Agree
5.01B	Bidder will complete the Work for the following price(s). Bidder shall bid both the Base Bid and the Alternate Bid. Completion of the Alternate Bid is required. (Enter I Agree or I Do Not Agree)	I Agree
5.01C	Bidder acknowledges that Owner will award the contract based on the total of the lowest responsible Base Bid and selected alternate(s), if any. (Enter I Agree or I Do Not Agree)	I Agree
5.02	Bidder confirms that Unit Prices have been computed in accordance with paragraph 13.03 of the General Conditions. (Enter I Agree or I Do Not Agree)	I Agree
5.03	Bidder acknowledges that estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities. (Enter I Agree or I Do Not Agree)	I Agree
6.01	Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. (Enter I Agree or I Do Not Agree)	I Agree
6.02	Bidder accepts the provisions of the Agreement as to liquidated damages. (Enter I Agree or I Do Not Agree)	I Agree
7.01A	The following documents are submitted with and made a condition of this Bid: Required Bid security. (Enter I Agree or I Do Not Agree)	I Agree
7.01B	The following documents are submitted with and made a condition of this Bid: Non-Collusion Affidavit. (Enter I Agree or I Do Not Agree)	I Agree
7.01C	The following documents are submitted with and made a condition of this Bid: Public Works Employment Verification Form. (Enter I Agree or I Do Not Agree)	I Agree
7.01D	The following documents are submitted with and made a condition of this Bid: Certification of Bidder Regarding Equal Employment Opportunity. (Enter I Agree or I Do Not Agree)	I Agree
7.01E	The following documents are submitted with and made a condition of this Bid: Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids. (Enter I Agree or I Do Not Agree)	I Agree
8.01	The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the General Conditions. (Enter I Agree or I Do Not Agree)	I Agree
9.01	Enter: Bidder Name, Title, Address, Telephone Number, Fax Number, E-Mail Address, Bidder's License No. (where applicable)	Frank P. Smith, Jr. Project Manager (717) 554-1309 fax (717) 867-5924 Frank.smith@pennsupply.com

### Pricing Responses

Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment	User Field 1	User Field 2	User Field 3
HRG20-100-001	MOBILIZATION	Base	LS	1.00	\$8,125.00	\$8,125.00				
HRG20-100-002	MAINTENANCE AND PROTECTION OF TRAFFIC	Base	LS	1.00	\$15,600.00	\$15,600.00				

HRG20-400-001	MILLING, 0" TO 3" DEPTH	Base	SY	47.00	\$20.00	\$940.00
HRG20-400-115	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-G	Base	SY	18,766.00	\$7.95	\$149,189.70
HRG20-400-118	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA LEVELING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX	Base	TN	961.00	\$84.50	\$81,204.50
HRG20-400-175	PAVEMENT MEMBRANE FABRIC	Base	SY	16,432.00	\$2.20	\$36,150.40
HRG20-400-177	BASE REPAIR	Base	SY	130.00	\$120.00	\$15,600.00
HRG20-400-193	PAVEMENT MARKINGS, 4" DOUBLE YELLOW, WATERBORNE	Base	LF	6,345.00	\$0.26	\$1,649.70
HRG20-400-194	PAVEMENT MARKINGS, 4" WHITE, WATERBORNE	Base	LF	11,360.00	\$0.13	\$1,476.80
HRG20-400-199	PAVEMENT MARKINGS, 24" STOPBAR-THERMOPLASTIC	Base	EA	1.00	\$215.00	\$215.00
HRG20-900-001	SANITARY SEWER MANHOLE ADJUSTMENT, TYPE A	Base	EA	13.00	\$4,350.00	\$56,550.00
HRG20-900-002	SANITARY SEWER MANHOLE ADJUSTMENT, TYPE B	Base	EA	1.00	\$1,240.00	\$1,240.00
HRG20-100-001	MOBILIZATION	Base	LS	1.00	\$5,600.00	\$5,600.00
HRG20-100-002	MAINTENANCE AND PROTECTION OF TRAFFIC	Base	LS	1.00	\$3,715.00	\$3,715.00

HRG20-400-117	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64- 22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-L	Base	SY	9,990.00	\$7.95	\$79,420.50
HRG20-400-118	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA LEVELING COURSE, PG 64- 22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX	Base	TN	543.00	\$85.50	\$46,426.50
HRG20-400-175	PAVEMENT MEMBRANE FABRIC	Base	SY	9,990.00	\$2.20	\$21,978.00
HRG20-400-176	SUBGRADE REPAIR	Base	CY	100.00	\$135.00	\$13,500.00
HRG20-400-177	BASE REPAIR	Base	SY	1,113.00	\$69.00	\$76,797.00
HRG20-400-193	PAVEMENT MARKINGS, 4" DOUBLE YELLOW, WATERBORNE	Base	LF	4,085.00	\$0.26	\$1,062.10
HRG20-400-194	PAVEMENT MARKINGS, 4" WHITE, WATERBORNE	Base	LF	8,170.00	\$0.13	\$1,062.10
HRG20-100-001	MOBILIZATION	Option	LS	1.00	\$1,830.00	
HRG20-100-002	MAINTENANCE AND PROTECTION OF TRAFFIC	Option	LS	1.00	\$1,300.00	
HRG20-400-117	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64- 22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-L	Option	SY	4,809.00	\$8.45	

HRG20-400-118	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA LEVELING COURSE, PG 64- 22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX	Option	TN	261.00	\$86.00
HRG20-400-175	PAVEMENT MEMBRANE FABRIC	Option	SY	4,465.00	\$2.20
<b>Total Base Bid</b>					\$617,502.30

# BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**  
Pennsy Supply, Inc.  
2400 Thea Drive, Suite 3A  
Harrisburg, PA 17110

**SURETY (Name, and Address of Principal Place of Business):**  
Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

**OWNER (Name and Address):**  
Lower Paxton Township  
425 Prince Street  
Harrisburg, PA 17109

## BID

Bid Due Date: February 26, 2020

Description (Project Name— Include Location): 2020 Lower Paxton Township Paving Project

## BOND

Bond Number: N/A

Date: February 26, 2020

Penal sum Ten Percent of Amount Bid \$ 10%  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

### BIDDER

Pennsy Supply, Inc. (Seal)  
Bidder's Name and Corporate Seal

By: Randy Good  
Signature

Randy Good  
Print Name

Vice President  
Title

Attest: Bethany A. Wileman  
Signature

Bethany A. Wileman, Witness  
Title

### SURETY

Liberty Mutual Insurance Company (Seal)  
Surety's Name and Corporate Seal

By: Tina Davis  
Signature (Attach Power of Attorney)

Tina Davis  
Print Name

Attorney-in-Fact  
Title

Attest: Lisa Hall  
Signature

Lisa Hall, Witness  
Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the Work required by the Contract Documents, provided that:
  - 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
  - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
  - 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

State of Utah }  
County of Salt Lake } ss:

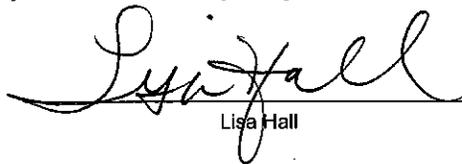
On February 26, 2020, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Tina Davis

known to me to be Attorney-in-Fact of Liberty Mutual Insurance Company  
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

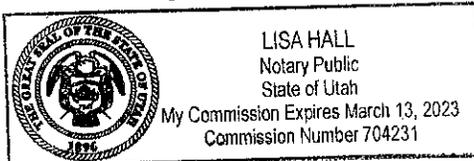
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires March 13, 2023



Lisa Hall

Notary Public





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8197868

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lisa Hall, Linda Lee Nipper, Tina Davis, Lindsey Plattner

all of the city of Salt Lake City state of UT each individually if there be more than one named, its true and lawful attorney-in-fact to make execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

31st day of October, 2018.



Liberty Mutual Insurance Company  
Ohio Casualty Insurance Company  
West American Insurance Company

By: *David M. Carey*  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees

STATE OF PENNSYLVANIA  
County of MONTGOMERY

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed. On this 31st day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: *Teresa Pastella*  
Teresa Pastella, Notary Public

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written. This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of February, 2020



By: *Renee C. Llewellyn*  
Renee C. Llewellyn, Assistant Secretary

NON-COLLUSION AFFIDAVIT

STATE OF Pennsylvania

S.S.

COUNTY OF Lebanon :

CONTRACT NO. 000184.0543

I state that I am Vice President [Title] of Pennsy Supply, Inc. [Contractor] and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Bid.

I state that:

- (1) The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, Bidder or potential Bidder.
- (2) Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before Bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from Bidding on this contract, or to submit a Bid higher than this Bid, or to submit any intentionally high or noncompetitive Bid or other form of complementary Bid.
- (4) The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Bid.
- (5) Pennsy Supply, Inc. (Contractor), its affiliates, subsidiaries, officers, directors and employees have not, in the last four years, been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Bidding on any public contract, except as follows:

I state that Pennsy Supply, Inc. (Contractor) understands and acknowledges that the above representations are material and important, and will be relied on by the Lower Paxton Township (Owner) in awarding the contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Lower Paxton Township (Owner) of the true facts relating to the submission of Bids for this contract.

Pennsy Supply, Inc.

[Name and Company Position]

Randy Good [Signature] 2/20/2020 [Date]

Randy Good, Vice President

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 20th DAY OF February 2020

Bethany A. Wileman

Bethany A. Wileman, Notary Public (SEAL)

My Commission Expires: June 1, 2022

Commonwealth of Pennsylvania - Notary Seal  
Bethany A. Wileman, Notary Public  
Lebanon County  
My commission expires June 1, 2022  
Commission number 1019881

Member, Pennsylvania Association of Notaries





COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date 2/20/2022

Business or Organization Name (Employer) Pennsy Supply, Inc.

Address 2400 Thea Drive, Suite 3A

City Harrisburg State PA Zip Code 17110

[XXX] Contractor [ ] Subcontractor (check one)

Contracting Public Body Lower Paxton Township

Contract/Project No 2020 Lower Paxton Township Paving Project

Project Description Milling, Pavement Fabric and Mix in Place

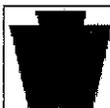
Project Location Lyters Lane, Nora Avenue, Clearview Avenue, St. George Drive and Compton Drive

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, Randy Good, 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.

[Handwritten Signature]
Authorized Representative Signature



**pennsylvania**  
DEPARTMENT OF TRANSPORTATION

home site map help  
**ECMS**

pennsylvania PA



BETHANY BULLER

## PREQUALIFICATION CERTIFICATE

### General

**Business Partner Id:** 001088

**Status:** Qualified

**Federal ID Number:** 23-2729496

**Line Of Credit:** \$0.00

**Maximum Capacity:** \$789,243,200.00

**Performance Factor:** 8

**Issued:** 10/04/2019

**Effective:** 10/04/2019

**Expiration:** 06/30/2021

In accordance with the Department regulations you are hereby notified of the performance factor, maximum capacity rating, and work classifications assigned to you. You are eligible to perform as a Prime Contractor.

### Contractor

Name	Address	City	State	Zip	Zip + 4
Penny Supply, Inc.	2400 Thea Drive Suite 3A	Harrisburg	PA	17110	

### Subsidiaries

Name	FID
<i>No records found.</i>	

### Work Class Codes

Code	Group	Description	Type
A	Earthwork	Clearing and Grubbing	R
B	Earthwork	Building Demolition	R
B1	Incidental Construction	Asbestos Removal	R
C	Earthwork	New Roadway Excavating and Grading	R
C1	Earthwork	Other Excavation and Grading (Roadway Patches, Drainage, Structure Related, etc.)	R
C2	Earthwork	Drilling and Blasting	R
C3	Incidental Construction	Geotextiles	R
C4	Base Course	Rubblizing	R
C6	Earthwork	Drilling	R
D	Base Course	Rigid Base Course	R
E	Base Course	Flexible Base Course	R
F	Pavement	Bituminous Pavement	R
F1	Pavement	Bituminous Pavement Patching and Repair	R
F2	Pavement	Bituminous Joint and Crack Sealing	R
F3	Pavement	Milling, Rumble Strips, Scarification Bituminous or Concrete	R
F4	Pavement	Bituminous Surface Treatments, Seal Coats	R
G	Pavement	Rigid Pavement	R
G1	Pavement	Rigid Pavement Patching and Repair	R
G2	Pavement	Diamond, Carbide Grinding Concrete or Bituminous	R
G3	Pavement	Spall Repair	R
G4	Pavement	Joint Rehabilitation, Sawing and Sealing Concrete or Bituminous	R

H	Incidental Construction	Drainage, Water Main, Storm Sewer	R
H1	Incidental Construction	Pipe and Culvert Cleaning	R
H2	Incidental Construction	Pavement Base Drains	R
J1	Incidental Construction	Concrete Median Barrier	R
K	Incidental Construction	Curbs, Sidewalks, Inlets, Manholes	R
K1	Incidental Construction	Masonry Work	R
K2	Incidental Construction	Concrete and Masonry Coatings	R
M	Roadside	Landscaping	R
M1	Roadside	Selective Tree Removal, Trimming	R
M2	Roadside	Silt Barrier Fence, Gabions, Erosion Control	R
M3	Roadside	Seeding and Soil Supplements	R
O	Traffic Accommodations & Control	Pavement Markings	R
O1	Traffic Accommodations & Control	Raised, Recessed Pavement Markers	R
O2	Traffic Accommodations & Control	Plastic Applications	R
O3	Traffic Accommodations & Control	Paint Applications	R
P	Traffic Accommodations & Control	Highway/Sign Lighting, Traffic Signal Control	R
P8	Traffic Accommodations & Control	Highway/Sign Lighting, Electrical	R
Q	Traffic Accommodations & Control	Maintenance and Protection of Traffic	R
R	Traffic Accommodations & Control	Sign Placement [Post/Structure Mounted]	R
R1	Traffic Accommodations & Control	Sign Structures (Refer to Pub. 408, Section 948)	R
S	Structures (Bridges)	Cement Concrete Bridges Over 120 ft.	R
S0	Structures (Bridges)	Marine Repair	R
S1	Structures (Bridges)	Cement Concrete Bridges up to 120 ft. and Steel Bridges with Straight Girders up to 120 ft.	R
S2	Structures (Bridges)	Repair and Rehabilitation of Structures Concrete or Steel	R
S3	Structures (Bridges)	Modified Concrete Deck Overlays	R
S4	Structures (Bridges)	Bridge Culverts, Pedestrian Bridges, Timber Bridges	R
S5	Structures (Bridges)	Structural Walls	R
S6	Structures (Bridges)	Erection of Prestressed Concrete Beams	R
S7	Structures (Bridges)	Rebar Installation	R
S9	Structures (Bridges)	Bridge Deck Placement or Repair	R
T	Structures (Bridges)	All Steel Bridges with Curved Girders or Over 120 ft.	R
T1	Structures (Bridges)	Bridge Removal	R
T3	Structures (Bridges)	Erection of Fabricated Steel Members	R
T4	Structures (Bridges)	Welding	R
T5	Structures (Bridges)	Bearing Pads and Seals	R

T6	Structures (Bridges)	Expansion Dams	R
T7	Structures (Bridges)	Bridge Drainage	R
T8	Structures (Bridges)	Shear Studs, Metal Bridge Deck Forms	R
T9	Structures (Bridges)	Parapets	R
U	Structures (Bridges)	Pile Driving	R
U1	Structures (Bridges)	Caissons ( Refer to Pub. 408, Section 1006.3(k) )	R

You have been qualified as a General Highway Contractor to do work in the Commonwealth of Pennsylvania.

Signature

**VALIDATE AND ISSUED BY:** David T. DeMarkis /s/

-----  
PREQUALIFICATION OFFICER

Comments

Performance Factor adjusted with Past Performance Report calculations

Audit Information			
Created By	Created On	Modified By	Modified On
Matthew R Weaver/PennDOT	10/04/2019 03:37:52 PM	Matthew R Weaver/PennDOT	10/04/2019 03:37:52 PM

You are currently logged in as **Bethany Buller**.

Release: 71.2  
Session size: 0.1k

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[PennDOT Privacy Policy](#)

Tue Jan 28 13:23:32 EST 2020  
Official ECMS Date/Time

**Bid Response Summary**

**Bid Number** Lower Paxton Township, Dauphin County  
**Bid Title** 2020 Lower Paxton Township Paving Project  
 Wednesday, February 26, 2020 10:00:00 AM [(UTC-05:00) Eastern Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** H&K Group, Inc.  
**Submitted By** Carol Hatter - Tuesday, February 25, 2020 12:42:30 PM [(UTC-05:00) Eastern Time (US & Canada)]  
**Comments**

**Question Responses**

Reference Number	Question	Response
1	Upload Support Document(s)	Certification of Bidders EEO.pdf
2	Upload Support Document(s)	Non_Collusion.pdf
3	Upload Support Document(s)	PW Form.pdf
4	Upload Support Document(s)	Bid Form for Lower Paxton Township.pdf
1.02	The Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents. (Enter I Agree or I Do Not Agree)	I AGREE
2.01	Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, as provided by the Act of November 26, 1978 (P.L. 1309, No. 317), as amended by the Act of December 12, 1994 (P.L. 1042, No. 142), or for such longer period of time that Bidder may agree to in writing upon request of Owner. (Enter I Agree or I Do Not Agree)	I AGREE
3.01A	In submitting this Bid, Bidder represents that: Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda: Enter Addendum Number and Date(s)	Addendum # 1 02/19/2020
3.01B	In submitting this Bid, Bidder represents that: Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. (Enter I Agree or I Do Not Agree)	I AGREE
3.01C	In submitting this Bid, Bidder represents that: Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work. (Enter I Agree or I Do Not Agree)	I AGREE
3.01D	In submitting this Bid, Bidder represents that: Bidder has considered the information known to Bidder itself; information commonly known to Contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and Drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs. (Enter I Agree or I Do Not Agree)	I AGREE

3.01E	In submitting this Bid, Bidder represents that: Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price Bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents. (Enter I Agree or I Do Not Agree)	I AGREE
3.01F	In submitting this Bid, Bidder represents that: Bidder is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents. (Enter I Agree or I Do Not Agree)	I AGREE
3.01G	In submitting this Bid, Bidder represents that: Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder. (Enter I Agree or I Do Not Agree)	I AGREE
3.01H	In submitting this Bid, Bidder represents that: The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work. (Enter I Agree or I Do Not Agree)	I AGREE
3.01I	In submitting this Bid, Bidder represents that: The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents. (Enter I Agree or I Do Not Agree)	I AGREE
4.01A	Bidder certifies that: This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation. (Enter I Agree or I Do Not Agree)	I AGREE
4.01B	Bidder certifies that: Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. (Enter I Agree or I Do Not Agree)	I AGREE
4.01C	Bidder certifies that: Bidder has not solicited or induced any individual or entity to refrain from Bidding. (Enter I Agree or I Do Not Agree)	I AGREE
4.01D	Bidder certifies that: Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. (Enter I Agree or I Do Not Agree) For the purposes of this Paragraph 4.01.D:	I AGREE
4.01D1	“corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Bidding process. (Enter I Agree or I Do Not Agree)	I AGREE
4.01D2	“fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the Bidding process to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition. (Enter I Agree or I Do Not Agree)	I AGREE
4.01D3	“collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels. (Enter I Agree or I Do Not Agree)	I AGREE
4.01D4	“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Bidding process or affect the execution of the Contract. (Enter I Agree or I Do Not Agree)	I AGREE
5.01A	Bidder will complete the Work in accordance with the Contract Documents for the price(s) submitted. (Enter I Agree or I Do Not Agree)	I AGREE
5.01B	Bidder will complete the Work for the following price(s). Bidder shall bid both the Base Bid and the Alternate Bid. Completion of the Alternate Bid is required. (Enter I Agree or I Do Not Agree)	I AGREE
5.01C	Bidder acknowledges that Owner will award the contract based on the total of the lowest responsible Base Bid and selected alternate(s), if any. (Enter I Agree or I Do Not Agree)	I AGREE

5.02	Bidder confirms that Unit Prices have been computed in accordance with paragraph 13.03 of the General Conditions. (Enter I Agree or I Do Not Agree)	I AGREE
5.03	Bidder acknowledges that estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities. (Enter I Agree or I Do Not Agree)	I AGREE
6.01	Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. (Enter I Agree or I Do Not Agree)	I AGREE
6.02	Bidder accepts the provisions of the Agreement as to liquidated damages. (Enter I Agree or I Do Not Agree)	I AGREE
7.01A	The following documents are submitted with and made a condition of this Bid: Required Bid security. (Enter I Agree or I Do Not Agree)	I AGREE
7.01B	The following documents are submitted with and made a condition of this Bid: Non-Collusion Affidavit. (Enter I Agree or I Do Not Agree)	I AGREE
7.01C	The following documents are submitted with and made a condition of this Bid: Public Works Employment Verification Form. (Enter I Agree or I Do Not Agree)	I AGREE
7.01D	The following documents are submitted with and made a condition of this Bid: Certification of Bidder Regarding Equal Employment Opportunity. (Enter I Agree or I Do Not Agree)	I AGREE
7.01E	The following documents are submitted with and made a condition of this Bid: Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids. (Enter I Agree or I Do Not Agree)	I AGREE
8.01	The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the General Conditions. (Enter I Agree or I Do Not Agree)	I AGREE
9.01	Enter: Bidder Name, Title, Address, Telephone Number, Fax Number, E-Mail Address, Bidder's License No. (where applicable)	Len Hatter Estimator, 316 New Schaefferstown Road, Bernville, PA. 19506 610-488-8929 Fax- 610-488-9542 lhatter@hkgroup.com PA042937

### Pricing Responses

Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment	User Field 1	User Field 2	User Field 3
HRG20-100-001	MOBILIZATION	Base	LS	1.00	\$27,496.85	\$27,496.85				
HRG20-100-002	MAINTENANCE AND PROTECTION OF TRAFFIC	Base	LS	1.00	\$21,349.55	\$21,349.55				
HRG20-400-001	MILLING, 0" TO 3" DEPTH	Base	SY	47.00	\$26.12	\$1,227.64				

HRG20-400-115	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64- 22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-G	Base	SY	18,766.00	\$7.65	\$143,559.90
HRG20-400-118	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA LEVELING COURSE, PG 64- 22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX	Base	TN	961.00	\$96.83	\$93,053.63
HRG20-400-175	PAVEMENT MEMBRANE FABRIC	Base	SY	16,432.00	\$2.19	\$35,986.08
HRG20-400-177	BASE REPAIR	Base	SY	130.00	\$77.02	\$10,012.60
HRG20-400-193	PAVEMENT MARKINGS, 4" DOUBLE YELLOW, WATERBORNE	Base	LF	6,345.00	\$0.36	\$2,284.20
HRG20-400-194	PAVEMENT MARKINGS, 4" WHITE, WATERBORNE	Base	LF	11,360.00	\$0.19	\$2,158.40
HRG20-400-199	PAVEMENT MARKINGS, 24" STOPBAR- THERMOPLASTIC	Base	EA	1.00	\$544.21	\$544.21
HRG20-900-001	SANITARY SEWER MANHOLE ADJUSTMENT, TYPE A	Base	EA	13.00	\$3,264.92	\$42,443.96
HRG20-900-002	SANITARY SEWER MANHOLE ADJUSTMENT, TYPE B	Base	EA	1.00	\$3,289.19	\$3,289.19
HRG20-100-001	MOBILIZATION	Base	LS	1.00	\$16,370.68	\$16,370.68
HRG20-100-002	MAINTENANCE AND PROTECTION OF TRAFFIC	Base	LS	1.00	\$23,817.86	\$23,817.86

HRG20-400-117	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64- 22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-L	Base	SY	9,990.00	\$7.60	\$75,924.00
HRG20-400-118	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA LEVELING COURSE, PG 64- 22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX	Base	TN	543.00	\$102.50	\$55,657.50
HRG20-400-175	PAVEMENT MEMBRANE FABRIC	Base	SY	9,990.00	\$2.19	\$21,878.10
HRG20-400-176	SUBGRADE REPAIR	Base	CY	100.00	\$131.53	\$13,153.00
HRG20-400-177	BASE REPAIR	Base	SY	1,113.00	\$72.25	\$80,414.25
HRG20-400-193	PAVEMENT MARKINGS, 4" DOUBLE YELLOW, WATERBORNE	Base	LF	4,085.00	\$0.36	\$1,470.60
HRG20-400-194	PAVEMENT MARKINGS, 4" WHITE, WATERBORNE	Base	LF	8,170.00	\$0.19	\$1,552.30
HRG20-100-001	MOBILIZATION	Option	LS	1.00	\$7,424.33	
HRG20-100-002	MAINTENANCE AND PROTECTION OF TRAFFIC	Option	LS	1.00	\$3,858.52	
HRG20-400-117	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64- 22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-L	Option	SY	4,809.00	\$7.60	

HRG20-400-118	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA LEVELING COURSE, PG 64- 22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX	Option	TN	261.00	\$116.60
HRG20-400-175	PAVEMENT MEMBRANE FABRIC	Option	SY	4,465.00	\$2.19
<b>Total Base Bid</b>					\$673,644.50

# BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address)  
H&K Group, Inc.

P. O. Box 196  
Skippack, PA 19474

SURETY (Name, and Address of Principal Place of Business):

Liberty Mutual Insurance Company  
2200 Renaissance Blvd., Suite 400  
King of Prussia, PA 19406

OWNER (Name and Address):

Lower Paxton Township  
425 Prince Street  
Harrisburg, PA 17109

BID

Bid Due Date: February 26, 2020

Description (Project Name-- Include Location): 2020 Lower Paxton Township Paving Project

BOND

Bond Number: N/A

Date: February 26, 2020

Penal sum Ten Percent (10%) of the Maximum Bid Price

\$

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER  
H&K Group, Inc.

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

H. Christian Budenz

Print Name

Exec. Vice-Pres./Asst. Sec.

Title

Attest:

Signature Jennifer Bealer

Vice-Pres./Asst. Sec.

Title

SURETY

Liberty Mutual Insurance Company

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

John P. Sedor

Print Name

Attorney-in-fact

Title

Witness:

XXXXX

Signature

Dawn Nicholas, Witness

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

EICDC® C-435, Bid Bond (Damages Form). Published 2013.  
Prepared by the Engineers Joint Contract Documents Committee.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the Work required by the Contract Documents, provided that:
  - 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
  - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
  - 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8196858-019001

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Matthew T. Burke; R.H. Shepherd, Jr.; Robert J. Colman; David B. Kane; David E. Kells, Jr.; John P. Sedor

all of the city of Fort Washington state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of September, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of February, 2020.



By: Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

## CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

### INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 CFR 12319-25). The implementing rules and regulations provide that any Bidder or prospective Contractor, or any of their proposed Subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause, and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such a Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

### CERTIFICATION BY BIDDER

H&K Group, Inc.

(Name of Bidder)

P. O. Box 196, Skippack, PA 19474

(Address)

(City)

(State)

(Zip Code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity clause.

Yes     No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes     No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes     No     None Required    (If No, please explain in detail.)

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes     No

Certification: The information above is true and complete to the best of my knowledge and belief.

H. Christian Budenz

(Name of signer)



(Signature)

Exec. Vice-Pres./Asst. Sec.

(Title)

February 26, 2020

(Date)

NON-COLLUSION AFFIDAVIT

STATE OF Pennsylvania :

§ 5.

COUNTY OF Montgomery :

CONTRACT NO. \_\_\_\_\_

I state that I am Exec. Vice-Pres./Asst. Sec. [Title] of H&K Group, Inc. [Contractor] and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Bid.

I state that:

- (1) The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, Bidder or potential Bidder.
- (2) Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before Bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from Bidding on this contract, or to submit a Bid higher than this Bid, or to submit any intentionally high or noncompetitive Bid or other form of complementary Bid.
- (4) The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Bid.
- (5) H&K Group, Inc. (Contractor), its affiliates, subsidiaries, officers, directors and employees have not, in the last four years, been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Bidding on any public contract, except as follows:

I state that H&K Group, Inc. (Contractor) understands and acknowledges that the above representations are material and important, and will be relied on by the Lower Paxton Township (Owner) in awarding the contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Lower Paxton Township (Owner) of the true facts relating to the submission of Bids for this contract.

H. Christian Budenz, Exec. Vice-Pres./Asst. Sec.

[Name and Company Position]

*[Handwritten Signature]*

[Signature]

2/26/2020

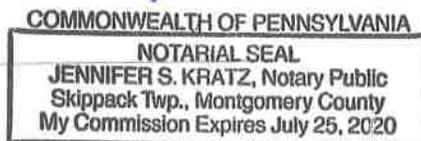
[Date]

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 26<sup>th</sup> DAY OF February, 20 20

*[Handwritten Signature]*  
Notary Public

(SEAL)

My Commission Expires:





COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date February 26, 2020

Business or Organization Name (Employer) H&K Group, Inc.

Address P. O. Box 196

City Skippack State PA Zip Code 19474

Contractor  Subcontractor (check one)

Contracting Public Body Lower Paxton Township  
2020 Lower Paxton Township Paving Project

Contract/Project No \_\_\_\_\_

Project Description Road Paving

Project Location Lower Paxton Township, PA

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, H. Christian Budenz, 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  
H. Christian Budenz, Exec. Vice-Pres./Asst. Sec.

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:  
LOWER PAXTON TOWNSHIP  
425 PRINCE STREET  
HARRISBURG, PA 17109

FOR: 2020 LOWER PAXTON TOWNSHIP PAVING PROJECT

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, as provided by the Act of November 26, 1978 (P.L. 1309, No. 317), as amended by the Act of December 12, 1994 (P.L. 1042, No. 142), or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>#1</u>	<u>02/19/2020</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to Contractors doing business in the locality of the Site; information and observations

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obtained from visits to the Site; the Bidding Documents; and any Site-related reports and Drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price Bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from Bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Bidding process to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

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DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS  
DOCUMENT 00 41 16– BID FORM

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID ITEMS

**Lyters Lane - Page Road to Conway Road**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	TOTAL
HRG20-100-001	MOBILIZATION	1	LS	\$ 27,496.85	\$ 27,496.85
HRG20-100-002	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	\$ 21,349.55	\$ 21,349.55
HRG20-400-001	MILLING, 0" TO 3" DEPTH	47	SY	\$ 26.12	\$ 1,227.64
HRG20-400-115	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-G	18766	SY	\$ 7.65	\$ 143,559.90
HRG20-400-118	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA LEVELING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX	961	TN	\$ 96.83	\$ 93,053.63
HRG20-400-175	PAVEMENT MEMBRANE FABRIC	16432	SY	\$ 2.19	\$ 35,986.08
HRG20-400-177	BASE REPAIR	130	SY	\$ 77.02	\$ 10,012.60
HRG20-400-193	PAVEMENT MARKINGS, 4" DOUBLE YELLOW, WATERBORNE	6345	LF	\$ 0.36	\$ 2,284.20
HRG20-400-194	PAVEMENT MARKINGS, 4" WHITE, WATERBORNE	11360	LF	\$ 0.19	\$ 2,158.40
HRG20-400-199	PAVEMENT MARKINGS, 24" STOPBAR-THERMOPLASTIC	1	EA	\$ 544.21	\$ 544.21
HRG20-900-001	SANITARY SEWER MANHOLE ADJUSTMENT, TYPE A	13	EA	\$ 3,264.92	\$ 42,443.96
HRG20-900-002	SANITARY SEWER MANHOLE ADJUSTMENT, TYPE B	1	EA	\$ 3,289.19	\$ 3,289.19
<b>Lyters Lane - Page Road to Conway Road - Total</b>					<b>\$ 383,406.21</b>

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**Saint George Drive/Compton Drive - Parkway East to Municipal Line**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	TOTAL
HRG20-100-001	MOBILIZATION	1	LS	\$ 16,370.68	\$ 16,370.68
HRG20-100-002	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	\$ 23,817.86	\$ 23,817.86
HRG20-400-117	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-L	9990	SY	\$ 7.60	\$ 75,924.00
HRG20-400-118	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA LEVELING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX	543	TN	\$ 102.50	\$ 55,657.50
HRG20-400-175	PAVEMENT MEMBRANE FABRIC	9990	SY	\$ 2.19	\$ 21,878.10
HRG20-400-176	SUBGRADE REPAIR	100	CY	\$ 131.53	\$ 13,153.00
HRG20-400-177	BASE REPAIR	1113	SY	\$ 72.25	\$ 80,414.25
HRG20-400-193	PAVEMENT MARKINGS, 4" DOUBLE YELLOW, WATERBORNE	4085	LF	\$ 0.36	\$ 1,470.60
HRG20-400-194	PAVEMENT MARKINGS, 4" WHITE, WATERBORNE	8170	LF	\$ 0.19	\$ 1,552.30
<b><i>Saint George Drive/Compton Drive - Parkway East to Municipal Line - Total</i></b>					<b>\$ 290,238.29</b>

<i>Total of all Base Bid items (in figures)</i>	\$ 673,644.50
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DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS  
DOCUMENT 00 41 16– BID FORM

5.02

- a. Bidder will complete the Work for the following price(s). Bidder shall bid both the Base Bid and the Alternate Bid. Completion of the Alternate Bid is required.

ALTERNATE BID ITEMS

**ALTERNATE - Nora Avenue/Clearview Avenue/Lyters Lane West of Page Road**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	TOTAL
HRG20-100-001	MOBILIZATION	1	LS	\$ 7,424.33	\$ 7,424.33
HRG20-100-002	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	\$ 3,858.52	\$ 3,858.52
HRG20-400-117	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-L	4809	SY	\$ 7.60	\$ 36,548.40
HRG20-400-118	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA LEVELING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX	261	TN	\$ 116.60	\$ 30,432.60
HRG20-400-175	PAVEMENT MEMBRANE FABRIC	4465	SY	\$ 2.19	\$ 9,778.35
<b><i>ALTERNATE - Nora Avenue/Clearview Avenue/Lyters Lane West of Page Road - Total</i></b>					<b><i>\$ 88,042.20</i></b>

<i>Total of Base Bid + Alternate</i>	<b><i>\$ 761,686.70</i></b>
--------------------------------------	-----------------------------

- b. Bidder acknowledges that Owner will award the contract based on the total of the lowest responsible Base Bid and selected alternate(s), if any.

5.03 Bidder confirms that Unit Prices have been computed in accordance with paragraph 13.03 of the General Conditions.

5.04 Bidder acknowledges that estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

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DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS  
DOCUMENT 00 41 16– BID FORM

8.03

**ARTICLE 9 – BID SUBMITTAL**

**BIDDER:** *[Indicate correct name of Bidding entity]*

H&K Group, Inc.

By:  
*[Signature]*



*[Printed name]* H. Christian Budenz, Exec. Vice-Pres./Asst. Sec.

*[If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.]*

Attest:  
*[Signature]*



*[Printed name]* Jennifer Bealer

Title: Vice-Pres./Asst. Sec.

February 26, 2020

Submittal Date:

Address for giving notices:

P. O. Box 196

Skippack, PA 19474

Telephone Number: 610-488-8929

Fax Number: 610-488-9542

Contact Name and e-mail address: Len Hatter

lhatter@hkggroup.com

PA042937

Bidder's License No.:

*(where applicable)*

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**Bid Response Summary**

**Bid Number** Lower Paxton Township, Dauphin County  
**Bid Title** 2020 Lower Paxton Township Paving Project  
 Wednesday, February 26, 2020 10:00:00 AM [(UTC-05:00) Eastern Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Hempt Bros., Inc.  
**Submitted By** Gerry Gentzler - Wednesday, February 26, 2020 9:52:09 AM [(UTC-05:00) Eastern Time (US & Canada)]  
**Comments**

**Question Responses**

Reference Number	Question	Response
1	Upload Support Document(s)	EEO Certificate.pdf
2	Upload Support Document(s)	Non Collusion Affidavit.pdf
3	Upload Support Document(s)	Public Works Verification.pdf
4	Upload Support Document(s)	PennDot Prequal.pdf
1.02	The Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents. (Enter I Agree or I Do Not Agree)	I Agree
2.01	Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, as provided by the Act of November 26, 1978 (P.L. 1309, No. 317), as amended by the Act of December 12, 1994 (P.L. 1042, No. 142), or for such longer period of time that Bidder may agree to in writing upon request of Owner. (Enter I Agree or I Do Not Agree)	I Agree
3.01A	In submitting this Bid, Bidder represents that: Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda: Enter Addendum Number and Date(s)	Addendum #1 2/19/20
3.01B	In submitting this Bid, Bidder represents that: Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. (Enter I Agree or I Do Not Agree)	I Agree
3.01C	In submitting this Bid, Bidder represents that: Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work. (Enter I Agree or I Do Not Agree)	I Agree
3.01D	In submitting this Bid, Bidder represents that: Bidder has considered the information known to Bidder itself; information commonly known to Contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and Drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs. (Enter I Agree or I Do Not Agree)	I Agree

3.01E	In submitting this Bid, Bidder represents that: Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price Bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents. (Enter I Agree or I Do Not Agree)	I Agree
3.01F	In submitting this Bid, Bidder represents that: Bidder is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents. (Enter I Agree or I Do Not Agree)	I Agree
3.01G	In submitting this Bid, Bidder represents that: Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder. (Enter I Agree or I Do Not Agree)	I Agree
3.01H	In submitting this Bid, Bidder represents that: The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work. (Enter I Agree or I Do Not Agree)	I Agree
3.01I	In submitting this Bid, Bidder represents that: The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents. (Enter I Agree or I Do Not Agree)	I Agree
4.01A	Bidder certifies that: This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation. (Enter I Agree or I Do Not Agree)	I Agree
4.01B	Bidder certifies that: Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. (Enter I Agree or I Do Not Agree)	I Agree
4.01C	Bidder certifies that: Bidder has not solicited or induced any individual or entity to refrain from Bidding. (Enter I Agree or I Do Not Agree)	I Agree
4.01D	Bidder certifies that: Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. (Enter I Agree or I Do Not Agree) For the purposes of this Paragraph 4.01.D:	I Agree
4.01D1	"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Bidding process. (Enter I Agree or I Do Not Agree)	I Agree
4.01D2	"fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Bidding process to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition. (Enter I Agree or I Do Not Agree)	I Agree
4.01D3	"collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels. (Enter I Agree or I Do Not Agree)	I Agree
4.01D4	"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Bidding process or affect the execution of the Contract. (Enter I Agree or I Do Not Agree)	I Agree
5.01A	Bidder will complete the Work in accordance with the Contract Documents for the price(s) submitted. (Enter I Agree or I Do Not Agree)	I Agree

5.01B	Bidder will complete the Work for the following price(s). Bidder shall bid both the Base Bid and the Alternate Bid. Completion of the Alternate Bid is required. (Enter I Agree or I Do Not Agree)	I Agree
5.01C	Bidder acknowledges that Owner will award the contract based on the total of the lowest responsible Base Bid and selected alternate(s), if any. (Enter I Agree or I Do Not Agree)	I Agree
5.02	Bidder confirms that Unit Prices have been computed in accordance with paragraph 13.03 of the General Conditions. (Enter I Agree or I Do Not Agree)	I Agree
5.03	Bidder acknowledges that estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities. (Enter I Agree or I Do Not Agree)	I Agree
6.01	Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. (Enter I Agree or I Do Not Agree)	I Agree
6.02	Bidder accepts the provisions of the Agreement as to liquidated damages. (Enter I Agree or I Do Not Agree)	I Agree
7.01A	The following documents are submitted with and made a condition of this Bid: Required Bid security. (Enter I Agree or I Do Not Agree)	I Agree
7.01B	The following documents are submitted with and made a condition of this Bid: Non-Collusion Affidavit. (Enter I Agree or I Do Not Agree)	I Agree
7.01C	The following documents are submitted with and made a condition of this Bid: Public Works Employment Verification Form. (Enter I Agree or I Do Not Agree)	I Agree
7.01D	The following documents are submitted with and made a condition of this Bid: Certification of Bidder Regarding Equal Employment Opportunity. (Enter I Agree or I Do Not Agree)	I Agree
7.01E	The following documents are submitted with and made a condition of this Bid: Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids. (Enter I Agree or I Do Not Agree)	I Agree
8.01	The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the General Conditions. (Enter I Agree or I Do Not Agree)	I Agree
9.01	Enter: Bidder Name, Title, Address, Telephone Number, Fax Number, E-Mail Address, Bidder's License No. (where applicable)	Hempt Bros., Inc. 205 Creek Rd Camp Hill PA 17011 717-737-3411 ggentzler@hemptbros.com

### Pricing Responses

Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment	User Field 1	User Field 2	User Field 3
HRG20-100-001	MOBILIZATION	Base	LS	1.00	\$14,564.00	\$14,564.00				
HRG20-100-002	MAINTENANCE AND PROTECTION OF TRAFFIC	Base	LS	1.00	\$63,206.00	\$63,206.00				
HRG20-400-001	MILLING, 0" TO 3" DEPTH	Base	SY	47.00	\$55.15	\$2,592.05				

HRG20-400-115	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64- 22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-G	Base	SY	18,766.00	\$8.75	\$164,202.50
HRG20-400-118	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA LEVELING COURSE, PG 64- 22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX	Base	TN	961.00	\$85.70	\$82,357.70
HRG20-400-175	PAVEMENT MEMBRANE FABRIC	Base	SY	16,432.00	\$2.45	\$40,258.40
HRG20-400-177	BASE REPAIR	Base	SY	130.00	\$107.50	\$13,975.00
HRG20-400-193	PAVEMENT MARKINGS, 4" DOUBLE YELLOW, WATERBORNE	Base	LF	6,345.00	\$0.27	\$1,713.15
HRG20-400-194	PAVEMENT MARKINGS, 4" WHITE, WATERBORNE	Base	LF	11,360.00	\$0.13	\$1,476.80
HRG20-400-199	PAVEMENT MARKINGS, 24" STOPBAR- THERMOPLASTIC	Base	EA	1.00	\$225.00	\$225.00
HRG20-900-001	SANITARY SEWER MANHOLE ADJUSTMENT, TYPE A	Base	EA	13.00	\$5,053.00	\$65,689.00
HRG20-900-002	SANITARY SEWER MANHOLE ADJUSTMENT, TYPE B	Base	EA	1.00	\$5,252.00	\$5,252.00
HRG20-100-001	MOBILIZATION	Base	LS	1.00	\$7,817.00	\$7,817.00
HRG20-100-002	MAINTENANCE AND PROTECTION OF TRAFFIC	Base	LS	1.00	\$20,945.00	\$20,945.00

HRG20-400-117	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64- 22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-L	Base	SY	9,990.00	\$8.85	\$88,411.50
HRG20-400-118	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA LEVELING COURSE, PG 64- 22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX	Base	TN	543.00	\$86.00	\$46,698.00
HRG20-400-175	PAVEMENT MEMBRANE FABRIC	Base	SY	9,990.00	\$2.55	\$25,474.50
HRG20-400-176	SUBGRADE REPAIR	Base	CY	100.00	\$183.90	\$18,390.00
HRG20-400-177	BASE REPAIR	Base	SY	1,113.00	\$87.00	\$96,831.00
HRG20-400-193	PAVEMENT MARKINGS, 4" DOUBLE YELLOW, WATERBORNE	Base	LF	4,085.00	\$0.27	\$1,102.95
HRG20-400-194	PAVEMENT MARKINGS, 4" WHITE, WATERBORNE	Base	LF	8,170.00	\$0.13	\$1,062.10
HRG20-100-001	MOBILIZATION	Option	LS	1.00	\$1,982.00	
HRG20-100-002	MAINTENANCE AND PROTECTION OF TRAFFIC	Option	LS	1.00	\$3,180.00	
HRG20-400-117	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64- 22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-L	Option	SY	4,809.00	\$9.15	

HRG20-400-118	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA LEVELING COURSE, PG 64- 22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX	Option	TN	261.00	\$88.05
HRG20-400-175	PAVEMENT MEMBRANE FABRIC	Option	SY	4,465.00	\$2.45
<b>Total Base Bid</b>					\$762,243.65

# BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address): Hempt Bros, Inc.  
205 Creek Road  
Camp Hill, PA 17011

SURETY (Name, and Address of Principal Place of Business): Hartford Accident and Indemnity Company  
One Hartford Plaza  
Hartford, CT 06155

OWNER (Name and Address): Lower Paxton Township  
Municipal Building  
425 Prince Street  
Harrisburg, PA 17109

## BID

Bid Due Date: February 26, 2020

Description (Project Name— Include Location): 2020 Lower Paxton Township Paving Project

## BOND

Bond Number: N/A

Date: February 26, 2020

Penal sum Ten Percent of the Total Amount Bid \$ 10%  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

## BIDDER

Hempt Bros., Inc. (Seal)  
Bidder's Name and Corporate Seal

By: 

Signature

Max J. Hempt

Print Name

President

Title

Attest: 

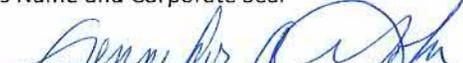
Signature

Patrick D. Hospodavik

Title Asst. Sec./Treas.

## SURETY

Hartford Accident and Indemnity Company (Seal)  
Surety's Name and Corporate Seal

By: 

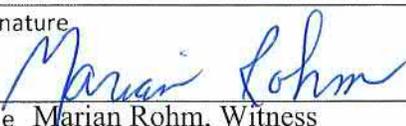
Signature (Attach Power of Attorney)

Jennifer A. Gohn

Print Name

Attorney-in-Fact

Title

Attest: 

Signature

Title Marian Rohm, Witness

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the Work required by the Contract Documents, provided that:
  - 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
  - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
  - 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**  
 BOND, T-12  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
 Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MURRAY INSURANCE ASSOCIATES INC  
 Agency Code: 44-410622

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

David R. Bradbury, Andrew J. Brumbach, Kelsey L. Eye, Renee Gleissl, Jennifer A. Gohn, Timothy C. Hoagland, Kimberly A. Horning, Joseph A. Kotula, Anthony M. Macinanti, R. Scott Miller, Debra L. Rineer of LANCASTER, Pennsylvania

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }  
 COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
 Notary Public  
 My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 26, 2020  
 Signed and sealed at the City of Hartford.



*Kevin Heckman*

Kevin Heckman, Assistant Vice President

**CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 CFR 12319-25). The implementing rules and regulations provide that any Bidder or prospective Contractor, or any of their proposed Subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause, and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such a Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Hempt Bros., Inc.

(Name of Bidder)

205 Creek Road

(Address)

Camp Hill

(City)

PA.

(State)

17011

(Zip Code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity clause.

Yes     No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes     No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes     No     None Required    (If No, please explain in detail.)

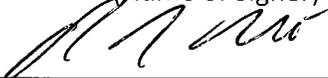
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes     No

Certification: The information above is true and complete to the best of my knowledge and belief.

Max J. Hempt

(Name of Signer)



(Signature)

President

(Title)

2-10-20

(Date)

NON-COLLUSION AFFIDAVIT

STATE OF Pennsylvania

S.S.

COUNTY OF Cumberland

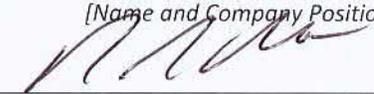
CONTRACT NO. 000184.0543

I state that I am President [Title] of Hempt Bros., Inc. [Contractor] and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Bid.

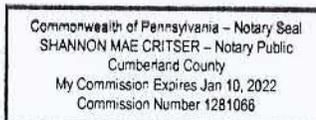
I state that:

- (1) The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, Bidder or potential Bidder.
- (2) Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before Bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from Bidding on this contract, or to submit a Bid higher than this Bid, or to submit any intentionally high or noncompetitive Bid or other form of complementary Bid.
- (4) The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Bid.
- (5) Hempt Bros., Inc. (Contractor), its affiliates, subsidiaries, officers, directors and employees have not, in the last four years, been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Bidding on any public contract, except as follows:

I state that Hempt Bros., Inc. (Contractor) understands and acknowledges that the above representations are material and important, and will be relied on by the Max J. Hempt (Owner) in awarding the contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Max J. Hempt (Owner) of the true facts relating to the submission of Bids for this contract.

Max J. Hempt, President  
 [Name and Company Position]  
  
 [Signature] 2-10-20  
[Date]

SWORN TO AND SUBSCRIBED BEFORE ME  
 THIS 10 DAY OF February, 20 20  
Shannon Mae Critser  
 Notary Public  
 (SEAL)  
 My Commission Expires: 1-10-22





COMMONWEALTH OF PENNSYLVANIA

**PUBLIC WORKS EMPLOYMENT VERIFICATION FORM**

Date 02/10/2020

Business or Organization Name (Employer) Hempt Bros., Inc.

Address 205 Creek Road

City Camp Hill State PA. Zip Code 17011

Contractor  Subcontractor (check one)

Contracting Public Body Lower Paxton Township

Contract/Project No 000184.0543

Project Description 2020 Lower Paxton Township Paving Project

Project Location Lower Paxton Township

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, Max J. Hempt, 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  
Max J. Hempt, President

## CONTRACTOR PREQUALIFIED

**Address:** 205 Creek Road P O Box 278  
Camp Hill, PA 17001-0278

**Telephone:** (717) 737-3411 x358

**Fax:** (717) 761-0635

**Email:** [estimating@hemptbros.com](mailto:estimating@hemptbros.com)

**Subsidiary of:**

<b>Type:</b> Prime Contractor	<b>GHC:</b> Yes		
<b>New to PennDOT:</b> No	<b>Certification Type:</b>	<b>SBE:</b>	<b>VOSB:</b>
<b>DBE Cert:</b> Not Certified	<b>SBE Cert:</b>	<b>DB:</b>	
<b>Certificate:</b> <a href="#">08/31/2020</a>			
<b>Performance Factor:</b> 10			

<b>Adj Working Capital:</b> \$10,590,900.00	<b>Current Dept Work:</b> \$19,538,247.35
<b>Line-of-Credit:</b> <a href="#">\$38,500,000.00</a>	<b>Other Work:</b> \$0.00
<b>Book Value Equipment:</b> \$7,213,480.00	<b>Work Subcontracted:</b> \$0.00
<b>Maximum Capacity:</b> \$334,476,400.00	<b>Subcontractor Work:</b> \$0.00
<b>Available Capacity:</b> \$314,938,152.65	<b>Completed Dept Work:</b> \$260,524,860.93

Status	Code	Description	Group	Type	Effective
Approved	A	Clearing and Grubbing	Earthwork	Regular	09/18/2002
	B	Building Demolition	Earthwork	Regular	09/18/2002
	B1	Asbestos Removal	Incidental Construction	Regular	12/10/2002
	C	New Roadway Excavating and Grading	Earthwork	Regular	09/18/2002
	C1	Other Excavation and Grading (Roadway Patches, Drainage, Structure Related, etc.)	Earthwork	Regular	12/10/2002
	C2	Drilling and Blasting	Earthwork	Regular	12/10/2002
	C3	Geotextiles	Incidental Construction	Regular	12/10/2002
	C4	Rubblizing	Base Course	Regular	12/10/2002
	C6	Drilling	Earthwork	Regular	12/10/2002
	D	Rigid Base Course	Base Course	Regular	09/18/2002

<b>E</b>	Flexible Base Course	Base Course	Regular	09/18/2002
<b>F</b>	Bituminous Pavement	Pavement	Regular	09/18/2002
<b>F1</b>	Bituminous Pavement Patching and Repair	Pavement	Regular	09/18/2002
<b>F2</b>	Bituminous Joint and Crack Sealing	Pavement	Regular	12/10/2002
<b>F3</b>	Milling, Rumble Strips, Scarification Bituminous or Concrete	Pavement	Regular	12/10/2002
<b>F4</b>	Bituminous Surface Treatments, Seal Coats	Pavement	Regular	12/10/2002
<b>G</b>	Rigid Pavement	Pavement	Regular	09/18/2002
<b>G1</b>	Rigid Pavement Patching and Repair	Pavement	Regular	09/18/2002
<b>G2</b>	Diamond, Carbide Grinding Concrete or Bituminous	Pavement	Regular	12/10/2002
<b>G3</b>	Spall Repair	Pavement	Regular	12/10/2002
<b>G4</b>	Joint Rehabilitation, Sawing and Sealing Concrete or Bituminous	Pavement	Regular	12/10/2002
<b>H</b>	Drainage, Water Main, Storm Sewer	Incidental Construction	Regular	09/18/2002
<b>H1</b>	Pipe and Culvert Cleaning	Incidental Construction	Regular	12/10/2002
<b>H2</b>	Pavement Base Drains	Incidental Construction	Regular	12/10/2002
<b>J</b>	Guide Rail, Steel Median Barrier, Fences	Incidental Construction	Regular	09/18/2002
<b>J1</b>	Concrete Median Barrier	Incidental Construction	Regular	09/18/2002
<b>J2</b>	Fencing, Railings	Incidental Construction	Regular	12/10/2002
<b>K</b>	Curbs, Sidewalks, Inlets, Manholes	Incidental Construction	Regular	09/18/2002
<b>K1</b>	Masonry Work	Incidental Construction	Regular	12/10/2002
<b>K2</b>	Concrete and Masonry Coatings	Incidental Construction	Regular	12/10/2002
<b>M</b>	Landscaping	Roadside	Regular	09/18/2002
<b>M1</b>	Selective Tree Removal, Trimming	Roadside	Regular	12/10/2002
<b>M2</b>	Silt Barrier Fence, Gabions, Erosion Control	Roadside	Regular	12/10/2002
<b>M3</b>	Seeding and Soil Supplements	Roadside	Regular	12/10/2002
<b>N</b>	Building Construction and Related Trades	Roadside	Regular	09/18/2002
<b>N1</b>	Related Building Trades	Roadside	Regular	12/10/2002
<b>P</b>	Highway/Sign Lighting, Traffic Signal Control	Traffic Accommodations & Control	Regular	09/18/2002
<b>P8</b>	Highway/Sign Lighting, Electrical	Traffic Accommodations & Control	Regular	12/10/2002
<b>R</b>	Sign Placement [Post/Structure Mounted]	Traffic Accommodations & Control	Regular	09/18/2002
<b>R1</b>	Sign Structures (Refer to Pub. 408, Section 948)	Traffic Accommodations & Control	Regular	09/18/2002
<b>S</b>	Cement Concrete Bridges Over 120 ft.	Structures (Bridges)	Regular	09/18/2002

<b>S0</b>	Marine Repair	Structures (Bridges)	Regular	08/11/2004
<b>S1</b>	Cement Concrete Bridges up to 120 ft. and Steel Bridges with Straight Girders up to 120 ft.	Structures (Bridges)	Regular	09/18/2002
<b>S2</b>	Repair and Rehabilitation of Structures Concrete or Steel	Structures (Bridges)	Regular	09/18/2002
<b>S3</b>	Modified Concrete Deck Overlays	Structures (Bridges)	Regular	09/18/2002
<b>S4</b>	Bridge Culverts, Pedestrian Bridges, Timber Bridges	Structures (Bridges)	Regular	12/10/2002
<b>S5</b>	Structural Walls	Structures (Bridges)	Regular	12/10/2002
<b>S6</b>	Erection of Prestressed Concrete Beams	Structures (Bridges)	Regular	12/10/2002
<b>S7</b>	Rebar Installation	Structures (Bridges)	Regular	12/10/2002
<b>S9</b>	Bridge Deck Placement or Repair	Structures (Bridges)	Regular	12/10/2002
<b>T4</b>	Welding	Structures (Bridges)	Regular	12/10/2002
<b>T5</b>	Bearing Pads and Seals	Structures (Bridges)	Regular	12/10/2002
<b>T6</b>	Expansion Dams	Structures (Bridges)	Regular	12/10/2002
<b>T7</b>	Bridge Drainage	Structures (Bridges)	Regular	12/10/2002
<b>T8</b>	Shear Studs, Metal Bridge Deck Forms	Structures (Bridges)	Regular	12/10/2002
<b>T9</b>	Parapets	Structures (Bridges)	Regular	12/10/2002

Approved with bonding letter.

Created By	Created On	Modified By	Modified On
Fred Starasinic/PennDOT	09/18/2002 03:03:08 PM	Matthew R Weaver/PennDOT	04/09/2012 02:21:47 PM

You are currently logged in as **Cory Keiser**.

Release: 71.2  
Session size: 0.1k

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Wed Feb 26 09:45:37 EST 2020  
Official ECMS Date/Time

**Bid Response Summary**

**Bid Number** Lower Paxton Township, Dauphin County  
**Bid Title** 2020 Lower Paxton Township Paving Project  
 Wednesday, February 26, 2020 10:00:00 AM [(UTC-05:00) Eastern Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** E. K. Services, Inc.  
**Submitted By** Ron Dugan - Wednesday, February 26, 2020 9:48:32 AM [(UTC-05:00) Eastern Time (US & Canada)]  
**Comments**

**Question Responses**

Reference Number	Question	Response
1	Upload Support Document(s)	BID FORM - Lower Paxton Twp.pdf
2	Upload Support Document(s)	CERTIFICATION EEO - Lower Paxton Twp.pdf
3	Upload Support Document(s)	NON-COLLUSION AFFIDAVIT - Lower Paxton Twp.pdf
4	Upload Support Document(s)	PWEVF - Lower Paxton Twp.pdf
1.02	The Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents. (Enter I Agree or I Do Not Agree)	I Agree
2.01	Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, as provided by the Act of November 26, 1978 (P.L. 1309, No. 317), as amended by the Act of December 12, 1994 (P.L. 1042, No. 142), or for such longer period of time that Bidder may agree to in writing upon request of Owner. (Enter I Agree or I Do Not Agree)	I Agree
3.01A	In submitting this Bid, Bidder represents that: Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda: Enter Addendum Number and Date(s)	ADDENDUM No. 1, 02/19/2020
3.01B	In submitting this Bid, Bidder represents that: Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. (Enter I Agree or I Do Not Agree)	I Agree
3.01C	In submitting this Bid, Bidder represents that: Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work. (Enter I Agree or I Do Not Agree)	I Agree

3.01D	In submitting this Bid, Bidder represents that: Bidder has considered the information known to Bidder itself; information commonly known to Contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and Drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs. (Enter I Agree or I Do Not Agree)	I Agree
3.01E	In submitting this Bid, Bidder represents that: Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price Bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents. (Enter I Agree or I Do Not Agree)	I Agree
3.01F	In submitting this Bid, Bidder represents that: Bidder is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents. (Enter I Agree or I Do Not Agree)	I Agree
3.01G	In submitting this Bid, Bidder represents that: Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder. (Enter I Agree or I Do Not Agree)	I Agree
3.01H	In submitting this Bid, Bidder represents that: The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work. (Enter I Agree or I Do Not Agree)	I Agree
3.01I	In submitting this Bid, Bidder represents that: The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents. (Enter I Agree or I Do Not Agree)	I Agree
4.01A	Bidder certifies that: This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation. (Enter I Agree or I Do Not Agree)	I Agree
4.01B	Bidder certifies that: Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. (Enter I Agree or I Do Not Agree)	I Agree
4.01C	Bidder certifies that: Bidder has not solicited or induced any individual or entity to refrain from Bidding. (Enter I Agree or I Do Not Agree)	I Agree
4.01D	Bidder certifies that: Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. (Enter I Agree or I Do Not Agree) For the purposes of this Paragraph 4.01.D:	I Agree
4.01D1	"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Bidding process. (Enter I Agree or I Do Not Agree)	I Agree

4.01D2	“fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the Bidding process to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition. (Enter I Agree or I Do Not Agree)	I Agree
4.01D3	“collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels. (Enter I Agree or I Do Not Agree)	I Agree
4.01D4	“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Bidding process or affect the execution of the Contract. (Enter I Agree or I Do Not Agree)	I Agree
5.01A	Bidder will complete the Work in accordance with the Contract Documents for the price(s) submitted. (Enter I Agree or I Do Not Agree)	I Agree
5.01B	Bidder will complete the Work for the following price(s). Bidder shall bid both the Base Bid and the Alternate Bid. Completion of the Alternate Bid is required. (Enter I Agree or I Do Not Agree)	I Agree
5.01C	Bidder acknowledges that Owner will award the contract based on the total of the lowest responsible Base Bid and selected alternate(s), if any. (Enter I Agree or I Do Not Agree)	I Agree
5.02	Bidder confirms that Unit Prices have been computed in accordance with paragraph 13.03 of the General Conditions. (Enter I Agree or I Do Not Agree)	I Agree
5.03	Bidder acknowledges that estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities. (Enter I Agree or I Do Not Agree)	I Agree
6.01	Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. (Enter I Agree or I Do Not Agree)	I Agree
6.02	Bidder accepts the provisions of the Agreement as to liquidated damages. (Enter I Agree or I Do Not Agree)	I Agree
7.01A	The following documents are submitted with and made a condition of this Bid: Required Bid security. (Enter I Agree or I Do Not Agree)	I Agree
7.01B	The following documents are submitted with and made a condition of this Bid: Non-Collusion Affidavit. (Enter I Agree or I Do Not Agree)	I Agree
7.01C	The following documents are submitted with and made a condition of this Bid: Public Works Employment Verification Form. (Enter I Agree or I Do Not Agree)	I Agree
7.01D	The following documents are submitted with and made a condition of this Bid: Certification of Bidder Regarding Equal Employment Opportunity. (Enter I Agree or I Do Not Agree)	I Agree
7.01E	The following documents are submitted with and made a condition of this Bid: Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids. (Enter I Agree or I Do Not Agree)	I Agree
8.01	The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the General Conditions. (Enter I Agree or I Do Not Agree)	I Agree

9.01	Enter: Bidder Name, Title, Address, Telephone Number, Fax Number, E-Mail Address, Bidder's License No. (where applicable)	Elaine Beinhower; President; 260 Old York Road, New Cumberland, PA 1770; (717) 774-7913; (717) 774-7917; ebeinhower@ekservicesinc.com
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**Pricing Responses**

Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment	User Field 1	User Field 2	User Field 3
HRG20-100-001	MOBILIZATION	Base	LS	1.00	\$12,200.00	\$12,200.00				
HRG20-100-002	MAINTENANCE AND PROTECTION OF TRAFFIC	Base	LS	1.00	\$33,500.00	\$33,500.00				
HRG20-400-001	MILLING, 0" TO 3" DEPTH	Base	SY	47.00	\$32.40	\$1,522.80				
HRG20-400-115	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-G	Base	SY	18,766.00	\$9.60	\$180,153.60				
HRG20-400-118	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA LEVELING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX	Base	TN	961.00	\$109.00	\$104,749.00				
HRG20-400-175	PAVEMENT MEMBRANE FABRIC	Base	SY	16,432.00	\$3.35	\$55,047.20				
HRG20-400-177	BASE REPAIR	Base	SY	130.00	\$73.00	\$9,490.00				
HRG20-400-193	PAVEMENT MARKINGS, 4" DOUBLE YELLOW, WATERBORNE	Base	LF	6,345.00	\$1.10	\$6,979.50				
HRG20-400-194	PAVEMENT MARKINGS, 4" WHITE, WATERBORNE	Base	LF	11,360.00	\$0.20	\$2,272.00				
HRG20-400-199	PAVEMENT MARKINGS, 24" STOPBAR-THERMOPLASTIC	Base	EA	1.00	\$550.00	\$550.00				

HRG20-900-001	SANITARY SEWER MANHOLE ADJUSTMENT, TYPE A	Base	EA	13.00	\$3,800.00	\$49,400.00
HRG20-900-002	SANITARY SEWER MANHOLE ADJUSTMENT, TYPE B	Base	EA	1.00	\$3,500.00	\$3,500.00
HRG20-100-001	MOBILIZATION	Base	LS	1.00	\$8,600.00	\$8,600.00
HRG20-100-002	MAINTENANCE AND PROTECTION OF TRAFFIC	Base	LS	1.00	\$11,000.00	\$11,000.00
HRG20-400-117	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-L	Base	SY	9,990.00	\$11.50	\$114,885.00
HRG20-400-118	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA LEVELING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX	Base	TN	543.00	\$104.75	\$56,879.25
HRG20-400-175	PAVEMENT MEMBRANE FABRIC	Base	SY	9,990.00	\$3.35	\$33,466.50
HRG20-400-176	SUBGRADE REPAIR	Base	CY	100.00	\$156.00	\$15,600.00
HRG20-400-177	BASE REPAIR	Base	SY	1,113.00	\$73.00	\$81,249.00
HRG20-400-193	PAVEMENT MARKINGS, 4" DOUBLE YELLOW, WATERBORNE	Base	LF	4,085.00	\$0.75	\$3,063.75
HRG20-400-194	PAVEMENT MARKINGS, 4" WHITE, WATERBORNE	Base	LF	8,170.00	\$0.20	\$1,634.00
HRG20-100-001	MOBILIZATION	Option	LS	1.00	\$3,500.00	
HRG20-100-002	MAINTENANCE AND PROTECTION OF TRAFFIC	Option	LS	1.00	\$3,600.00	

HRG20-400-117	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64- 22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-L	Option	SY	4,809.00	\$12.50
HRG20-400-118	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA LEVELING COURSE, PG 64- 22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX	Option	TN	261.00	\$107.65
HRG20-400-175	PAVEMENT MEMBRANE FABRIC	Option	SY	4,465.00	\$3.35
<b>Total Base Bid</b>				\$785,741.60	

# BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

E.K. Services, Inc.  
260 Old York Road  
New Cumberland, PA 17070

**SURETY (Name, and Address of Principal Place of Business):**

Hudson Insurance Company  
100 William Street, 5th Floor  
New York, NY 10038

**OWNER (Name and Address):**

Lower Paxton Township  
425 Prince Street  
Harrisburg, PA 17109

**BID**

Bid Due Date: February 26, 2020

Description (Project Name— Include Location): 2020 Lower Paxton Township Paving Project

**BOND**

Bond Number: N/A - Bid Bond

Date: February 26, 2020

Penal sum Ten Percent of Amount Bid \$ 10%  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

E.K. Services, Inc. (Seal)

Bidder's Name and Corporate Seal

By: Elaine W. Beinbauer  
Signature

Elaine W. Beinbauer  
Print Name

President  
Title

Attest: [Signature]  
Signature

Vice President  
Title

**SURETY**

Hudson Insurance Company (Seal)

Surety's Name and Corporate Seal

By: Lindsey Holby  
Signature (Attach Power of Attorney)

Lindsey Holby  
Print Name

Attorney-in-Fact  
Title

Attest: Christina M. Haggerty  
Signature

Christina M. Haggerty, Client Service Agent  
Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the Work required by the Contract Documents, provided that:
  - 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
  - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
  - 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



**BID BOND POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

**Norman F. Basso, Christina M. Haggerty, Lindsey Holby, Joshua C. Lecker, Angela M. Eckhart**  
**of the state of Pennsylvania**

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized on this 3rd day of January, 20 19 at New York, New York.



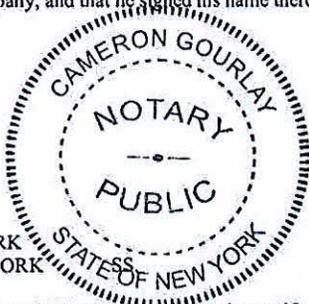
Attest.....  
*Dina Daskalakis*  
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY  
By.....  
*Michael P. Cifone*  
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK      SS.

On the 3rd day of January, 20 19 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



.....  
*Cameron Gourlay*  
CAMERON GOURLAY  
Notary Public, State of New York  
No. 01GO6372305  
Qualified in New York County  
Commission Expires June 4, 2022

**CERTIFICATION**

STATE OF NEW YORK  
COUNTY OF NEW YORK      SS.

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

In Witness Whereof, I have set my hand and the seal of said Company this 26th day of February, 20 20



By.....  
*Dina Daskalakis*  
Dina Daskalakis, Corporate Secretary



**CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 CFR 12319-25). The implementing rules and regulations provide that any Bidder or prospective Contractor, or any of their proposed Subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause, and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such a Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

E.K. Services, Inc.

(Name of Bidder)

260 Old York Road

(Address)

New Cumberland

(City)

PA

(State)

17070

(Zip Code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity clause.

Yes  No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes  No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes  No  None Required (If No, please explain in detail.)

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes  No

Certification: The information above is true and complete to the best of my knowledge and belief.

Elaine W Beinhower

(Name of Signer)

President

(Title)

Elaine W. Beinhower

(Signature)

2/18/20

(Date)

NON-COLLUSION AFFIDAVIT

STATE OF Pennsylvania :

s.s. Elaine W Beinhower

2020 Lower Paxton  
Twp Paving

COUNTY OF York :

CONTRACT NO. \_\_\_\_\_

I state that I am President [Title] of E.K. Services, Inc. [Contractor] and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Bid.

I state that:

- (1) The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, Bidder or potential Bidder.
- (2) Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before Bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from Bidding on this contract, or to submit a Bid higher than this Bid, or to submit any intentionally high or noncompetitive Bid or other form of complementary Bid.
- (4) The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Bid.
- (5) E.K. Services, Inc. (Contractor), its affiliates, subsidiaries, officers, directors and employees have not, in the last four years, been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Bidding on any public contract, except as follows:

I state that E.K. Services, Inc. (Contractor) understands and acknowledges that the above representations are material and important, and will be relied on by the Lower Paxton Township (Owner) in awarding the contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Lower Paxton Township (Owner) of the true facts relating to the submission of Bids for this contract.

Elaine W Beinhower, President

[Name and Company Position]

Elaine W. Beinhower 2/18/20

[Signature]

[Date]

SWORN TO AND SUBSCRIBED BEFORE ME

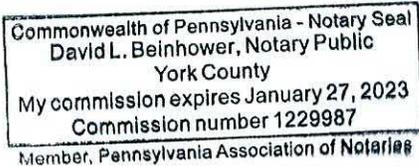
THIS 18 DAY OF Feb, 20 20

*[Handwritten Signature]*

Notary Public

(SEAL)

My Commission Expires: 1-27-2023





COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date \_\_\_\_\_

Business or Organization Name (Employer) E.K. Services, Inc.  
Address 260 Old York Road New Cumberland PA 17070  
City New Cumberland State PA Zip Code 17070

Contractor  Subcontractor (check one)

Contracting Public Body Lower Paxton Township  
Contract/Project No 2020 Lower Paxton Twp Paving Project  
Project Description Lyters Ln, St. George Dr., Harrisburg - Paving Overlay Project  
Project Location Lyters Ln, St. George Dr., Harrisburg

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, Elaine W Beinhower, 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.

Elaine W. Beinhower  
Authorized Representative Signature

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:  
LOWER PAXTON TOWNSHIP  
425 PRINCE STREET  
HARRISBURG, PA 17109

FOR: 2020 LOWER PAXTON TOWNSHIP PAVING PROJECT

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, as provided by the Act of November 26, 1978 (P.L. 1309, No. 317), as amended by the Act of December 12, 1994 (P.L. 1042, No. 142), or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>Addendum No. 1</u>	<u>02/19/2020</u>
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to Contractors doing business in the locality of the Site; information and observations

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obtained from visits to the Site; the Bidding Documents; and any Site-related reports and Drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price Bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from Bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Bidding process to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS  
DOCUMENT 00 41 16– BID FORM

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**BASE BID ITEMS**

**Lyters Lane - Page Road to Conway Road**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	TOTAL
HRG20-100-001	MOBILIZATION	1	LS	\$ 12,200.00	\$ 12,200.00
HRG20-100-002	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	\$ 33,500.00	\$ 33,500.00
HRG20-400-001	MILLING, 0" TO 3" DEPTH	47	SY	\$ 32.40	\$ 1,522.80
HRG20-400-115	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-G	18766	SY	\$ 9.60	\$ 108,153.60
HRG20-400-118	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA LEVELING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX	961	TN	\$ 109.00	\$ 104,749.00
HRG20-400-175	PAVEMENT MEMBRANE FABRIC	16432	SY	\$ 3.35	\$ 55,047.20
HRG20-400-177	BASE REPAIR	130	SY	\$ 73.00	\$ 9,490.00
HRG20-400-193	PAVEMENT MARKINGS, 4" DOUBLE YELLOW, WATERBORNE	6345	LF	\$ 1.10	\$ 6,979.50
HRG20-400-194	PAVEMENT MARKINGS, 4" WHITE, WATERBORNE	11360	LF	\$ 0.20	\$ 2,272.00
HRG20-400-199	PAVEMENT MARKINGS, 24" STOPBAR-THERMOPLASTIC	1	EA	\$ 550.00	\$ 550.00
HRG20-900-001	SANITARY SEWER MANHOLE ADJUSTMENT, TYPE A	13	EA	\$ 3,800.00	\$ 49,400.00
HRG20-900-002	SANITARY SEWER MANHOLE ADJUSTMENT, TYPE B	1	EA	\$ 3,500.00	\$ 3,500.00
<b>Lyters Lane - Page Road to Conway Road - Total</b>					<b>\$ 459,364.10</b>

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**Saint George Drive/Compton Drive - Parkway East to Municipal Line**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	TOTAL
HRG20-100-001	MOBILIZATION	1	LS	\$ 8,600.00	\$ 8,600.00
HRG20-100-002	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	\$ 11,000.00	\$ 11,000.00
HRG20-400-117	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-L	9990	SY	\$ 11.50	\$ 114,885.00
HRG20-400-118	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA LEVELING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX	543	TN	\$ 104.75	\$ 56,879.25
HRG20-400-175	PAVEMENT MEMBRANE FABRIC	9990	SY	\$ 3.35	\$ 33,466.50
HRG20-400-176	SUBGRADE REPAIR	100	CY	\$ 156.00	\$ 15,600.00
HRG20-400-177	BASE REPAIR	1113	SY	\$ 73.00	\$ 81,249.00
HRG20-400-193	PAVEMENT MARKINGS, 4" DOUBLE YELLOW, WATERBORNE	4085	LF	\$ 0.75	\$ 3,063.75
HRG20-400-194	PAVEMENT MARKINGS, 4" WHITE, WATERBORNE	8170	LF	\$ 0.20	\$ 1,634.00
<b><i>Saint George Drive/Compton Drive - Parkway East to Municipal Line - Total</i></b>					<b>\$326,377.50</b>

<i>Total of all Base Bid items (in figures)</i>	<b>\$ 785,741.60</b>
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DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS  
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5.02

- a. Bidder will complete the Work for the following price(s). Bidder shall bid both the Base Bid and the Alternate Bid. Completion of the Alternate Bid is required.

ALTERNATE BID ITEMS

**ALTERNATE - Nora Avenue/Clearview Avenue/Lyters Lane West of Page Road**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	TOTAL
HRG20-100-001	MOBILIZATION	1	LS	\$ 3,500.00	\$ 3,500.00
HRG20-100-002	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	\$ 3,600.00	\$ 3,600.00
HRG20-400-117	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-L	4809	SY	\$ 12.50	\$ 60,112.50
HRG20-400-118	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA LEVELING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX	261	TN	\$ 107.65	\$ 28,096.65
HRG20-400-175	PAVEMENT MEMBRANE FABRIC	4465	SY	\$ 3.35	\$ 14,957.75
<b><i>ALTERNATE - Nora Avenue/Clearview Avenue/Lyters Lane West of Page Road - Total</i></b>					<b>\$ 110,266.90</b>

<i>Total of Base Bid + Alternate</i>	<b>\$ 896,008.50</b>
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- b. Bidder acknowledges that Owner will award the contract based on the total of the lowest responsible Base Bid and selected alternate(s), if any.
- 5.03 Bidder confirms that Unit Prices have been computed in accordance with paragraph 13.03 of the General Conditions.
- 5.04 Bidder acknowledges that estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

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**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. Non-Collusion Affidavit
  - C. Public Works Employment Verification Form
  - D. Certification of Bidder Regarding Equal Employment Opportunity
  - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

**ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the General Conditions.

8.03

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of Bidding entity]*

E.K. Services, Inc.

By:

*[Signature]*



*[Printed name]*

Elaine W Beinhower

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*



*[Printed name]*

Kenneth Beinhower, Sr

Title:

Vice President

Submittal Date:

Address for giving notices:

E.K. Services, Inc.

260 Old York Road New Cumberland PA 17070

Telephone Number:

717 774-7913

Fax Number:

717 774-7917

Contact Name and e-mail address:

Dennis Frye

dfrye@ekservicesinc.com

Bidder's License No.:

PA 023561

*(where applicable)*

**Bid Response Summary**

**Bid Number** Lower Paxton Township, Dauphin County  
**Bid Title** 2020 Lower Paxton Township Paving Project  
 Wednesday, February 26, 2020 10:00:00 AM [(UTC-05:00) Eastern Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Glenn O. Hawbaker, Inc.  
**Submitted By** Stephen Magill - Tuesday, February 25, 2020 2:09:15 PM [(UTC-05:00) Eastern Time (US & Canada)]  
**Comments**

**Question Responses**

Reference Number	Question	Response
1	Upload Support Document(s)	Lower Paxton Twp-Supporting Documents.pdf
2	Upload Support Document(s)	Lower Paxton Twp-Bid Form.pdf
3	Upload Support Document(s)	
4	Upload Support Document(s)	
1.02	The Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents. (Enter I Agree or I Do Not Agree)	I Agree
2.01	Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, as provided by the Act of November 26, 1978 (P.L. 1309, No. 317), as amended by the Act of December 12, 1994 (P.L. 1042, No. 142), or for such longer period of time that Bidder may agree to in writing upon request of Owner. (Enter I Agree or I Do Not Agree)	I Agree
3.01A	In submitting this Bid, Bidder represents that: Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda: Enter Addendum Number and Date(s)	Addendum # 1 Dated February 19, 2020
3.01B	In submitting this Bid, Bidder represents that: Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. (Enter I Agree or I Do Not Agree)	I Agree
3.01C	In submitting this Bid, Bidder represents that: Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work. (Enter I Agree or I Do Not Agree)	I Agree
3.01D	In submitting this Bid, Bidder represents that: Bidder has considered the information known to Bidder itself; information commonly known to Contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and Drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs. (Enter I Agree or I Do Not Agree)	I Agree

3.01E	In submitting this Bid, Bidder represents that: Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price Bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents. (Enter I Agree or I Do Not Agree)	I Agree
3.01F	In submitting this Bid, Bidder represents that: Bidder is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents. (Enter I Agree or I Do Not Agree)	I Agree
3.01G	In submitting this Bid, Bidder represents that: Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder. (Enter I Agree or I Do Not Agree)	I Agree
3.01H	In submitting this Bid, Bidder represents that: The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work. (Enter I Agree or I Do Not Agree)	I Agree
3.01I	In submitting this Bid, Bidder represents that: The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents. (Enter I Agree or I Do Not Agree)	I Agree
4.01A	Bidder certifies that: This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation. (Enter I Agree or I Do Not Agree)	I Agree
4.01B	Bidder certifies that: Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. (Enter I Agree or I Do Not Agree)	I Agree
4.01C	Bidder certifies that: Bidder has not solicited or induced any individual or entity to refrain from Bidding. (Enter I Agree or I Do Not Agree)	I Agree
4.01D	Bidder certifies that: Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. (Enter I Agree or I Do Not Agree) For the purposes of this Paragraph 4.01.D:	I Agree
4.01D1	“corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Bidding process. (Enter I Agree or I Do Not Agree)	I Agree
4.01D2	“fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the Bidding process to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition. (Enter I Agree or I Do Not Agree)	I Agree
4.01D3	“collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels. (Enter I Agree or I Do Not Agree)	I Agree
4.01D4	“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Bidding process or affect the execution of the Contract. (Enter I Agree or I Do Not Agree)	I Agree
5.01A	Bidder will complete the Work in accordance with the Contract Documents for the price(s) submitted. (Enter I Agree or I Do Not Agree)	I Agree
5.01B	Bidder will complete the Work for the following price(s). Bidder shall bid both the Base Bid and the Alternate Bid. Completion of the Alternate Bid is required. (Enter I Agree or I Do Not Agree)	I Agree
5.01C	Bidder acknowledges that Owner will award the contract based on the total of the lowest responsible Base Bid and selected alternate(s), if any. (Enter I Agree or I Do Not Agree)	I Agree

5.02	Bidder confirms that Unit Prices have been computed in accordance with paragraph 13.03 of the General Conditions. (Enter I Agree or I Do Not Agree)	I Agree
5.03	Bidder acknowledges that estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities. (Enter I Agree or I Do Not Agree)	I Agree
6.01	Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. (Enter I Agree or I Do Not Agree)	I Agree
6.02	Bidder accepts the provisions of the Agreement as to liquidated damages. (Enter I Agree or I Do Not Agree)	I Agree
7.01A	The following documents are submitted with and made a condition of this Bid: Required Bid security. (Enter I Agree or I Do Not Agree)	I Agree
7.01B	The following documents are submitted with and made a condition of this Bid: Non-Collusion Affidavit. (Enter I Agree or I Do Not Agree)	I Agree
7.01C	The following documents are submitted with and made a condition of this Bid: Public Works Employment Verification Form. (Enter I Agree or I Do Not Agree)	I Agree
7.01D	The following documents are submitted with and made a condition of this Bid: Certification of Bidder Regarding Equal Employment Opportunity. (Enter I Agree or I Do Not Agree)	I Agree
7.01E	The following documents are submitted with and made a condition of this Bid: Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids. (Enter I Agree or I Do Not Agree)	I Agree
8.01	The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the General Conditions. (Enter I Agree or I Do Not Agree)	I Agree
9.01	Enter: Bidder Name, Title, Address, Telephone Number, Fax Number, E-Mail Address, Bidder's License No. (where applicable)	Glenn O. Hawbaker, Inc. 1952 Waddle Road, Suite 203, State College, PA 16803, Stephen Magill-Estimator, Telephone - 814-272-0797 - FAX - 814-237-5348 , email - srm@goh-inc.com

### Pricing Responses

Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment	User Field 1	User Field 2	User Field 3
HRG20-100-001	MOBILIZATION	Base	LS	1.00	\$17,000.00	\$17,000.00				
HRG20-100-002	MAINTENANCE AND PROTECTION OF TRAFFIC	Base	LS	1.00	\$5,500.00	\$5,500.00				
HRG20-400-001	MILLING, 0" TO 3" DEPTH	Base	SY	47.00	\$69.00	\$3,243.00				

HRG20-400-115	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64- 22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-G	Base	SY	18,766.00	\$11.00	\$206,426.00
HRG20-400-118	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA LEVELING COURSE, PG 64- 22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX	Base	TN	961.00	\$121.00	\$116,281.00
HRG20-400-175	PAVEMENT MEMBRANE FABRIC	Base	SY	16,432.00	\$2.75	\$45,188.00
HRG20-400-177	BASE REPAIR	Base	SY	130.00	\$92.00	\$11,960.00
HRG20-400-193	PAVEMENT MARKINGS, 4" DOUBLE YELLOW, WATERBORNE	Base	LF	6,345.00	\$0.45	\$2,855.25
HRG20-400-194	PAVEMENT MARKINGS, 4" WHITE, WATERBORNE	Base	LF	11,360.00	\$0.20	\$2,272.00
HRG20-400-199	PAVEMENT MARKINGS, 24" STOPBAR- THERMOPLASTIC	Base	EA	1.00	\$625.00	\$625.00
HRG20-900-001	SANITARY SEWER MANHOLE ADJUSTMENT, TYPE A	Base	EA	13.00	\$7,100.00	\$92,300.00
HRG20-900-002	SANITARY SEWER MANHOLE ADJUSTMENT, TYPE B	Base	EA	1.00	\$7,600.00	\$7,600.00
HRG20-100-001	MOBILIZATION	Base	LS	1.00	\$3,000.00	\$3,000.00
HRG20-100-002	MAINTENANCE AND PROTECTION OF TRAFFIC	Base	LS	1.00	\$4,500.00	\$4,500.00

HRG20-400-117	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64- 22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-L	Base	SY	9,990.00	\$9.00	\$89,910.00
HRG20-400-118	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA LEVELING COURSE, PG 64- 22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX	Base	TN	543.00	\$95.50	\$51,856.50
HRG20-400-175	PAVEMENT MEMBRANE FABRIC	Base	SY	9,990.00	\$2.75	\$27,472.50
HRG20-400-176	SUBGRADE REPAIR	Base	CY	100.00	\$229.00	\$22,900.00
HRG20-400-177	BASE REPAIR	Base	SY	1,113.00	\$95.00	\$105,735.00
HRG20-400-193	PAVEMENT MARKINGS, 4" DOUBLE YELLOW, WATERBORNE	Base	LF	4,085.00	\$0.45	\$1,838.25
HRG20-400-194	PAVEMENT MARKINGS, 4" WHITE, WATERBORNE	Base	LF	8,170.00	\$0.20	\$1,634.00
HRG20-100-001	MOBILIZATION	Option	LS	1.00	\$2,500.00	
HRG20-100-002	MAINTENANCE AND PROTECTION OF TRAFFIC	Option	LS	1.00	\$3,000.00	
HRG20-400-117	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64- 22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-L	Option	SY	4,809.00	\$9.95	

HRG20-400-118	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA LEVELING COURSE, PG 64- 22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX	Option	TN	261.00	\$100.00
HRG20-400-175	PAVEMENT MEMBRANE FABRIC	Option	SY	4,465.00	\$2.75
<b>Total Base Bid</b>					\$820,096.50

# BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

Glenn O. Hawbaker, Inc.  
1952 Waddle Road, Suite 203  
State College, PA 16803

**SURETY (Name, and Address of Principal Place of Business):**

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

**OWNER (Name and Address):**

Lower Paxton Township  
425 Prince Street  
Harrisburg, PA 17109

**BID**

Bid Due Date: February 26, 2020

Description (Project Name— Include Location): 2020 Lower Paxton Township Paving Project

**BOND**

Bond Number: AIA-51638

Date: February 26, 2020 Ten percent (10%) of Bidder's maximum Bid price

Penal sum \_\_\_\_\_ (determined by adding the base bid and all alternates)\$ \_\_\_\_\_ 10%  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

Glenn O. Hawbaker, Inc. \_\_\_\_\_ (Seal)

Bidder's Name and Corporate Seal

By: \_\_\_\_\_

Signature

Daniel R. Hawbaker

Print Name

President

Title

Attest: \_\_\_\_\_

Signature

D. Michael Hawbaker, Secretary

Title

**SURETY**

Liberty Mutual Insurance Company \_\_\_\_\_ (Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature (Attach Power of Attorney)

Kristen D. Pedrick

Print Name

Attorney-in-Fact

Title

Attest: \_\_\_\_\_

Signature

Haley N. Striewig, Witness

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the Work required by the Contract Documents, provided that:
  - 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
  - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
  - 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202916 - 019007

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kristen D. Pedrick, Anthony S. Phillips, Robert N. Striewig, Jr.

all of the city of Mechanicsburg state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of January, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 15th day of January, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

- ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.
ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of February 2020.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

NON-COLLUSION AFFIDAVIT

STATE OF PENNSYLVANIA :

S.S.

COUNTY OF CENTRE :

CONTRACT NO. \_\_\_\_\_

I state that I am President [Title] of GLENN O. HAWBAKER, INC. [Contractor] and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Bid.

I state that:

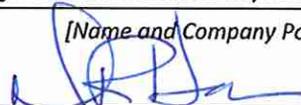
- (1) The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, Bidder or potential Bidder.
- (2) Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before Bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from Bidding on this contract, or to submit a Bid higher than this Bid, or to submit any intentionally high or noncompetitive Bid or other form of complementary Bid.
- (4) The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Bid.
- (5) GLENN O. HAWBAKER, INC. (Contractor), its affiliates, subsidiaries, officers, directors and employees have not, in the last four years, been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Bidding on any public contract, except as follows:

I state that GLENN O. HAWBAKER, INC. (Contractor) understands and acknowledges that the above representations are material and important, and will be relied on by the Lower Paxton Township (Owner) in awarding the contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Lower Paxton Township (Owner) of the true facts relating to the submission of Bids for this contract.

**GLENN O. HAWBAKER, INC.**

By: **Daniel R. Hawbaker, President**

*[Name and Company Position]*



*[Signature]*

**2/5/2020**

*[Date]*

Commonwealth of Pennsylvania  
County of Centre

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 5th DAY OF February, 2020



*Notary Public*

(SEAL)

My Commission Expires: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Carol E. Dillon, Notary Public  
Patton Twp., Centre County  
My Commission Expires April 7, 2021  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date 2/5/2020

Business or Organization Name (Employer) GLENN O. HAWBAKER, INC.

Address 1952 Waddle Road, Suite 203

City State College State PA Zip Code 16803

Contractor  Subcontractor (check one)

Contracting Public Body Lower Paxton Township

Contract/Project No \_\_\_\_\_

Project Description 2020 Lower Paxton Township Paving Project

Project Location Lower Paxton Township (Dauphin County), PA

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, Kristi E. Liptak, 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.

GLENN O. HAWBAKER, INC.

Authorized Representative Signature  
Kristi E. Liptak, EEO Officer



# Commonwealth of Pennsylvania

## Office of Attorney General

THIS IS TO CERTIFY THAT

GLENN O. HAWBAKER, INC.  
1952 WADDLE ROAD  
SUITE 203  
STATE COLLEGE PA 16803

HAS REGISTERED IN PENNSYLVANIA AS A HOME IMPROVEMENT CONTRACTOR

7/1/2021

VALID UNTIL

PA002272

REGISTRATION NUMBER



SIGNATURE OF REGISTRATION CERTIFICATE HOLDER

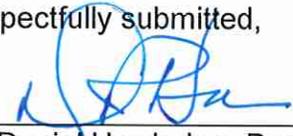


JOSH SHAPIRO, PENNSYLVANIA ATTORNEY GENERAL

## NOTICE TO PUBLIC OWNER

As a bidder on this Project, Glenn O. Hawbaker, Inc. ("Hawbaker") hereby provides this Notice to the Owner to the extent it is required by the contract documents. In June of 2018, Hawbaker became aware of an investigation being conducted by the Pennsylvania Office of Attorney General. Despite inquiries, Hawbaker has not been informed of any of the specifics of the investigation, other than it relates generally to prevailing wage issues. Hawbaker believes that it has complied with all applicable laws, and is cooperating fully with the investigation. This Notice is being provided to you in accordance with a directive from the Commonwealth of Pennsylvania's Office of Chief Counsel for both the Department of General Services and the Department of Transportation set forth in a letter dated October 31, 2018, and to satisfy the requirements of paragraph 2(e) of the Contractor Integrity Provisions to provide an explanation as to why Hawbaker cannot certify that it is not the subject of an ongoing investigation. Should Hawbaker be the low bidder on this Project, Hawbaker stands ready to perform the Project in conformance with all contractual requirements.

Respectfully submitted,

By 

\_\_\_\_\_  
Daniel Hawbaker, President

CDV

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS  
DOCUMENT 00 41 16– BID FORM

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

LOWER PAXTON TOWNSHIP  
425 PRINCE STREET  
HARRISBURG, PA 17109

FOR: 2020 LOWER PAXTON TOWNSHIP PAVING PROJECT

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, as provided by the Act of November 26, 1978 (P.L. 1309, No. 317), as amended by the Act of December 12, 1994 (P.L. 1042, No. 142), or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>#1</u>	<u>February 19, 2020</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to Contractors doing business in the locality of the Site; information and observations

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obtained from visits to the Site; the Bidding Documents; and any Site-related reports and Drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price Bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 4 – BIDDER'S CERTIFICATION

##### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from Bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Bidding process to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

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DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS  
DOCUMENT 00 41 16– BID FORM

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID ITEMS

**Lyters Lane - Page Road to Conway Road**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	TOTAL
HRG20-100-001	MOBILIZATION	1	LS	\$17,000. <sup>00</sup>	\$17,000. <sup>00</sup>
HRG20-100-002	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	\$5,500. <sup>00</sup>	\$5,500. <sup>00</sup>
HRG20-400-001	MILLING, 0" TO 3" DEPTH	47	SY	\$ 69. <sup>00</sup>	\$3,243. <sup>00</sup>
HRG20-400-115	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-G	18766	SY	\$ 11. <sup>00</sup>	\$206,426. <sup>00</sup>
HRG20-400-118	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA LEVELING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX	961	TN	\$ 121. <sup>00</sup>	\$116,281. <sup>00</sup>
HRG20-400-175	PAVEMENT MEMBRANE FABRIC	16432	SY	\$ 2.75	\$45,188. <sup>00</sup>
HRG20-400-177	BASE REPAIR	130	SY	\$ 92. <sup>00</sup>	\$11,960. <sup>00</sup>
HRG20-400-193	PAVEMENT MARKINGS, 4" DOUBLE YELLOW, WATERBORNE	6345	LF	\$ 0.45	\$2,855. <sup>25</sup>
HRG20-400-194	PAVEMENT MARKINGS, 4" WHITE, WATERBORNE	11360	LF	\$ 0.20	\$2,272. <sup>00</sup>
HRG20-400-199	PAVEMENT MARKINGS, 24" STOPBAR-THERMOPLASTIC	1	EA	\$625. <sup>00</sup>	\$625. <sup>00</sup>
HRG20-900-001	SANITARY SEWER MANHOLE ADJUSTMENT, TYPE A	13	EA	\$7,100. <sup>00</sup>	\$92,300. <sup>00</sup>
HRG20-900-002	SANITARY SEWER MANHOLE ADJUSTMENT, TYPE B	1	EA	\$7,600. <sup>00</sup>	\$7,600. <sup>00</sup>
<b>Lyters Lane - Page Road to Conway Road - Total</b>					<b>\$511,250.<sup>25</sup></b>

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DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS  
DOCUMENT 00 41 16– BID FORM

**Saint George Drive/Compton Drive - Parkway East to Municipal Line**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	TOTAL
HRG20-100-001	MOBILIZATION	1	LS	\$ 3,000.00	\$3,000.00
HRG20-100-002	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	\$4,500.00	\$4,500.00
HRG20-400-117	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-L	9990	SY	\$ 9.00	\$89,910.00
HRG20-400-118	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA LEVELING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX	543	TN	\$ 95.50	\$51,856.50
HRG20-400-175	PAVEMENT MEMBRANE FABRIC	9990	SY	\$ 2.75	\$27,472.50
HRG20-400-176	SUBGRADE REPAIR	100	CY	\$ 229.00	\$22,900.00
HRG20-400-177	BASE REPAIR	1113	SY	\$ 95.00	\$105,735.00
HRG20-400-193	PAVEMENT MARKINGS, 4" DOUBLE YELLOW, WATERBORNE	4085	LF	\$ 0.45	\$1,838.25
HRG20-400-194	PAVEMENT MARKINGS, 4" WHITE, WATERBORNE	8170	LF	\$ 0.20	\$1,634.00
<b>Saint George Drive/Compton Drive - Parkway East to Municipal Line - Total</b>					<b>\$308,846.25</b>

Total of all Base Bid items (in figures)	\$ 820,096.50
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DOCUMENT 00 41 16– BID FORM

5.02

- a. Bidder will complete the Work for the following price(s). Bidder shall bid both the Base Bid and the Alternate Bid. Completion of the Alternate Bid is required.

ALTERNATE BID ITEMS

ALTERNATE - Nora Avenue/Clearview Avenue/Lyters Lane West of Page Road

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	TOTAL
HRG20-100-001	MOBILIZATION	1	LS	\$2,500. <sup>00</sup>	\$2,500. <sup>00</sup>
HRG20-100-002	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	\$3,000. <sup>00</sup>	\$3,000. <sup>00</sup>
HRG20-400-117	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-L	4809	SY	\$ 9.95	\$47,849.55
HRG20-400-118	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA LEVELING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX	261	TN	\$ 100. <sup>00</sup>	\$26,100. <sup>00</sup>
HRG20-400-175	PAVEMENT MEMBRANE FABRIC	4465	SY	\$ 2.75	\$12,278.75
<b>ALTERNATE - Nora Avenue/Clearview Avenue/Lyters Lane West of Page Road - Total</b>					<b>\$91,728.30</b>

<b>Total of Base Bid + Alternate</b>	<b>\$ 911,824.80</b>
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- b. Bidder acknowledges that Owner will award the contract based on the total of the lowest responsible Base Bid and selected alternate(s), if any.

5.03 Bidder confirms that Unit Prices have been computed in accordance with paragraph 13.03 of the General Conditions.

5.04 Bidder acknowledges that estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

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**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. Non-Collusion Affidavit
  - C. Public Works Employment Verification Form
  - D. Certification of Bidder Regarding Equal Employment Opportunity
  - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

**ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the General Conditions.

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS  
DOCUMENT 00 41 16– BID FORM

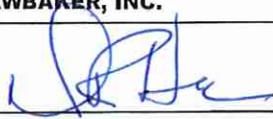
8.03

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of Bidding entity]*

**GLENN O. HAWBAKER, INC.**

By:  
*[Signature]*

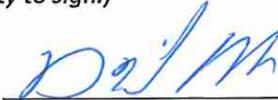


*[Printed name]*

**Daniel R. Hawbaker, President**

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:  
*[Signature]*



*[Printed name]*

**D. Michael Hawbaker**

Title:

**Secretary**

Submittal Date:

**2/26/2020**

Address for giving notices:

**1952 Waddle Road, Suite 203**

**State College, PA 16803**

Telephone Number:

**(814)237-1444**

Fax Number:

**(814)237-5348**

Contact Name and e-mail address:

**Steve Magill**

**srm@goh-inc.com**

Bidder's License No.:

**PA 002272**

*(where applicable)*

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## CERTIFIED RESOLUTION

The undersigned, D. MICHAEL HAWBAKER, Secretary of Glenn O. Hawbaker, Inc., does hereby certify that he is the Secretary of the aforesaid corporation and that the following is a true and correct copy of a certain resolution duly adopted by unanimous written consent of the stockholders and Board of Directors of the aforesaid corporation at a meeting of the aforesaid Board of Directors and stockholders, convened and held by common consent on the 1<sup>st</sup> day of March, 2019, and that such resolutions are now in full force and effect and are not in contravention of or in conflict with the Articles of Incorporation of Glenn O. Hawbaker, Inc. and have not been rescinded or modified.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Glenn O. Hawbaker, Inc. as follows:

RESOLVED, that the President, Daniel R. Hawbaker, or his designee, D. Michael Hawbaker, Secretary and/or Patrick G. Hawbaker, Vice-President, Assistant Secretary, and Treasurer of the within corporation, as well as Brian Graupensperger, Ada M. Hawbaker-Claar, and/or Carol E. Dillon are hereby authorized and directed to execute, deliver and perform all bid submissions, contracts or other related documents required in the ordinary course of business on behalf of the Corporation; and

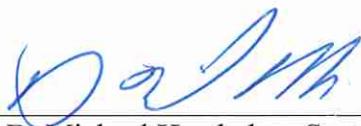
IT IS FURTHER RESOLVED, that the aforesaid corporate officers shall have the power to execute any and all documents necessary to complete the contemplated transactions with such changes as shall be approved by the officers of the corporation executing said documents and that their execution thereof shall constitute conclusive evidence of their approval of any such changes; and

IT IS FURTHER RESOLVED, that the officers of the corporation are hereby authorized and directed to take all such further action and to execute and deliver all such further instruments and documents, in the name and on behalf of the corporation, under

its corporate seal or otherwise, as in their judgment shall be necessary to carry out the intent and to accomplish the purpose of the foregoing resolution and to make effective and to perform all obligations required to be performed by this corporation in the ordinary course of business.

IN WITNESS WHEREOF, the undersigned has subscribed his name as Secretary and has affixed the corporate seal of said corporation this 1<sup>st</sup> day of March, 2019.

GLENN O. HAWBAKER, INC.

By:   
D. Michael Hawbaker, Secretary



ADVERTISEMENT FOR BIDS

LOWER PAXTON TOWNSHIP

2020/2021 LAWN RESTORATION PROJECT

Sealed Bids for the 2020/2021 Lawn Restoration Project will be received at the Lower Paxton Township Building, located at 425 Prince Street, Harrisburg, PA 17109, until 10:00 am local time on Wednesday February 26, 2020. Bids will be opened and publicly read aloud shortly thereafter the same day at the same place. The Project generally consists planting preparation, grading, installation of screened topsoil and grass seed associated with private sewer replacement completed by the Lower Paxton Township I/I Crew. Work will be issued by work orders for a two-year period.

Prospective Bidders can obtain Bidding Documents free of charge from Issuing Office by contacting Cindy Fasolt at 717-657-5617 or [cfasolt@lowerpaxton-pa.gov](mailto:cfasolt@lowerpaxton-pa.gov). Bidding Documents will be issued by email.

Bids shall be accompanied by a bid security in an amount not less than ten percent (10%) of the bid total, a non-collusion affidavit, and the qualification requirements in accordance with the Instructions to Bidders. Bidders will also be required to demonstrate compliance with the Public Works Employment Verification Act.

Lower Paxton Township reserves the right, at its option, to waive any informalities, defects, errors or omissions in any or all Bids and to reject any or all Bids.

Bradley Gotshall  
Township Manager

# LOWER PAXTON TOWNSHIP HISTORICAL COMMISSION (LPTHC)

## BY-LAWS

### ARTICLE I

**Section 1: The name of this commission is:**

**Lower Paxton Township Historical Commission (LPTHC)**

**Section 2: The purpose of this Commission shall be to identify and preserve the history of the people who lived amongst the rich mountains, trails, and lands of Lower Paxton Township. To promote the collection, exhibition, interpretation, education, and publication of the heritage for our community; past, present and future.**

**Section 3: The address of the Commission shall be 425 Prince Street, Harrisburg, PA 17109.**

### ARTICLE II

#### MEMBERSHIP AND MEETINGS

**Section 1: The Commission shall consist of a minimum of seven members, initially appointed by the Lower Paxton Township (LPT) Board of Supervisors. The Board of Supervisors shall reappoint the members of the Commission in January of each year. Should a vacancy occur during the year the Board of Supervisors will appoint a replacement. Potential member candidates must submit an application approved by the LPT Supervisors for their consideration and must be a resident of LPT in order to be a member of the LPTHC. Any non-Commission member who is interested in being a member of an approved sub-committee may submit a letter to the Commission chairman for consideration. Sub-committee members are not required to be residents of the Township and they will serve at the discretion of the Commission.**

**Section 2: A member missing two meetings in any calendar year without explanation or advance notice, or members that are not actively involved are subject to removal at the motion of the Chairman and with the approval of a majority of the Commission members at a regularly scheduled meeting.**

**Section 3: No member, without specific approval of the Commission, may enter into negotiations or represent the Commission, in any manner that creates a financial, legal or binding agreement or contract with any other party with respect to the business of the Commission.**

**Section 4: Regular monthly meetings will be open to the public and properly noticed in advance. They will be held the first Thursday of the month unless that Thursday falls on or in a National Holiday week. In the case of a National Holiday the meeting will be held the following Thursday. Meetings will be held at 425 Prince Street, Harrisburg, PA 17109 at 6:30pm. Quarterly business meetings will be held the second Thursday during the months of February, May, August and November at 6pm at the aforementioned address, unless changed with proper advance public notice. All meetings are open to the public.**

**Section 5: A minimum of four (4) members of the Commission shall constitute a quorum for the transaction of business at any meeting of the Commission. No vote may be cast by proxy. The Chairman shall be entitled to vote.**

**Section 6: The Secretary shall keep a copy of the minutes of all meetings of the Commission, and will submit a copy to be retained by the Township. Any member of the Commission or public may request a copy of the minutes for a specific date. The Commission has the right to determine if the requested material will be transmitted via e-mail, regular U.S. mail, or requiring the individual to view them at 425 Prince Street, Harrisburg, PA 17109.**

### **ARTICLE III**

#### **Officers**

**Section 1: The officers shall consist of a Chairman, Vice-Chairman and Secretary. Officers shall hold office from January of each year to the end of the following December.**

**Section 2: Officers shall be elected from among the members of the Commission. At the request of the LPT Supervisors, officers will be chosen at a regularly scheduled meeting in January of each year. Vacancies shall be filled by election for the unexpired term from among members of the Commission, or by the LPT Supervisors.**

**Section 3: Officers, except as may otherwise be provided herein, will perform the duties normally assigned their office by recognized rules for parliamentary procedure.**

**ARTICLE IV**

**Miscellaneous**

**Section 1: The Commission is not permitted to enter into any contract(s) on behalf of the LPTHC. All contractual agreements for the benefit of the Commission must be entered into by the elected Township Supervisors.**

**Section 2: The Commission may not own any assets or enter into any financial liabilities in connection with the LPTHC.**

**Section 3: Each year the Commission must prepare and approve by a majority of said Commission an annual budget showing all anticipated expenditures and funding sources. This must be submitted to the LP Community Foundation (LPCF) as needed.**

**Section 4: The Chairman, with the approval a majority of members of the Commission, shall appoint such committees from time to time as may be required. A person or persons not a member of the Commission may be appointed to a committee to serve in an advisory capacity.**

**Section 5: Roberts Rules of Order shall apply in all matters not provided for in these By-Laws and with regard to parliamentary procedure(s).**

**Respectfully submitted,**



**Kristy Kessler**

**Secretary, LPTHC**

## CONTRACT FOR SERVICES

This contract is binding upon *RSR APPRAISERS AND ANALYSTS*, hereinafter referred to as *The Appraiser*, and Lower Paxton Township, hereinafter known as the CLIENT

1. *The Appraiser* agrees to provide a narrative appraisal report on the property located at 5000 Commerce Drive, Harrisburg, Pa. 17112 . The Friendship Center. The report shall be made according to the Uniform Standards of Professional Appraisal Practice and the Code of Ethics of the National Association of Independent Fee Appraisers. Said report shall be used for help in developing a value for planning purposes.
2. *The Appraiser* agrees to provide a written narrative report to the *Client*, no later than March 31, 2020.
3. Based upon *The Appraiser's* preliminary inspection of the property, the fee shall be \$5000. The compensation is in no way contingent upon a value estimate.
4. *The Client* agrees to pay *The Appraiser* \$ 0 at the signing of this agreement as a retainer.
5. The time for completion is subject to a timely, returned and signed copy of this agreement to the Appraiser.
6. If court or any other testimony is necessary, time shall be billed on an hourly basis at \$400 per hour for the principal and \$200 for other staff appraisers. This fee is for actual preparation, consultation, travel and hearing attendance.
7. In the event that *The Clients* desires to cancel this contract, written notice thereof shall be delivered to *The Appraiser*, and it is agreed that *The Appraiser* shall receive compensation from *The Client* for all services rendered at the rate of \$1000. per day for the time actually spent prior to receipt of written notice to stop work, plus all costs advanced in connection with said work prior to receipt of such written notice.
8. A late fee of 18% per annum shall be due for any invoices unpaid for over 30 days.

Accepted By:

\_\_\_\_\_  
**Lower Paxton Township**

\_\_\_\_\_  
  
**WILLIAM F. ROTHMAN**

\_\_\_\_\_  
