

FORM OF
ADVERTISEMENT

Sealed proposals will be received by:
Cogan House Township of Lycoming County, PA, at
4609 Route 184 Highway, Trout Run, PA 17771 until Noon, on
August 04, 2026, to be opened on
August 04, 2026, at 6:10 PM at
Cogan House Township Municipal Building
For the following Contract:

AJCS Contract:
Furnish and place approximately 3,300 Gal Asphalt Joint and Crack Seal.

Performance bond and payment bond in the amount of 100% of the contract, as well as
proof of worker's compensation insurance will be required from the lowest responsible bidder.

Bid Bond in the amount of 10% of the contracts is required of all bidders.

All work and material must meet current Pennsylvania Department of Transportation
Specifications Form 408 and its Supplements. Proposals must be upon the forms furnished by
the Municipality. The Municipality reserves the right to reject any or all proposals.

Cogan House Township
By: Theresa Roupp
Secretary
570.634.3185

Enter the above advertisement on the following dates: July 20, 2026
July 24, 2026

(Proof of publication is requested)

ATTACHMENT # 1

LOCATION OF WORK:

Cogan House Township, Lycoming County

ROAD NAME	L'	W'	TYPE OF WORK	UNITS	QUANTITY
T-794 Post Rd			Asphalt Joint and Crack Seal	Gal	500
T-800 Cemetery Rd			Asphalt Joint and Crack Seal	Gal	500
T-842 Green Mtn Rd			Asphalt Joint and Crack Seal	Gal	300
T-619 Upper Caldwell Rd			Asphalt Joint and Crack Seal	Gal	250
T-619 Lower Caldwell Rd			Asphalt Joint and Crack Seal	Gal	150
T-623 Steam Valley Rd North end			Asphalt Joint and Crack Seal	Gal	100
T-853 Cogan House Rd			Asphalt Joint and Crack Seal	Gal	1,500

DESCRIPTION OF WORK:

Asphalt Joint and Crack Sealing

This work is the cleaning and sealing longitudinal and transverse joints and random cracks in existing pavement surfaces as part of routine maintenance and before placing a seal coat or an overlay. Use Rubberized Joint Sealing Material. All work and material to be accordance with the Publication 408 Section 469. **All crack sealing will be as directed, contractor shall consult the Municipality.**

Note Incidental to the above items is Mobilization, Traffic Control according to the Publication 408 Section 901 All work must be completed in accordance with the current PennDOT Publication 408 Specifications and its supplement.

All work is to be completed by November 15, 2026.

The municipality will withhold payments if all the above requirements are not met.

The Municipalities reserve the right to accept or reject any or all bids.

Cogan House Township, Lycoming County

Schedule of Prices					
Item No.	Quantity	Unit	Description of Work	Unit Price	Total
1	3,300	Gal	Asphalt Joint and Crack Seal		
			Total Amount of Contract		

Invoice Cogan House road separately.



PROPOSAL & CONTRACT (WHEN EXECUTED)

(THIS PROPOSAL INCLUDES
INSTRUCTIONS TO BIDDERS)

A. DEPOSIT OF PROPOSALS.

All envelopes containing Bid proposals shall
be clearly marked "Bid" proposals for letting

August 04, 2026

Date

Scaled Proposals will be received on or before

Noon on the above letting date

Time

Bids will be opened and read at approximately

6:10 PM, on the above letting date.

Time

Cogan House Township

Municipality Name and Type

Theresa Roupp

Secretary

4609 Route 184 Highway

Address

Trout Run, PA 17771

**Proposals must be mailed or otherwise
delivered to the above address.**

1. The contractor proposes to furnish and deliver all materials (including Form CS-4171, CERTIFICATE OF COMPLIANCE and/ or TR-465 DAILY BITUMINOUS MIXTURE CERTIFICATION) and to do and perform all work on the following project as more specifically set forth in the Schedule of Prices (Attachment), in accordance with drawings and specifications on file at _____ and special requirements contained herein and/ or attached hereto and current PennDOT Specifications (Publication 408), except (a) bidders need not be prequalified by PennDOT (Sec.102.01), and (b) Volumetric testing of bituminous paving materials is not required (Sec. 409).

2. If designated as the successful bidder, the contractor will begin work on the date specified in the notice to proceed. Or as otherwise provided in the special requirements, and will complete all work on or before Nov. 15, 2026. If all work is not completed on time, liquidated damages will be assessed at the rate of \$ 975.00 per additional working day.

3. Accompanying this proposal is a certified check or bid Bond in the amount of 10% of Bid made payable to the municipality as a proposal guarantee which, it is understood, will be forfeited in case the contractor fails to comply with the requirement of the proposal.

B. PROPOSAL OF:

Name of Contractor

Address

CONTRACTOR'S CERTIFICATION

It is hereby certified as follows:

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

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

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

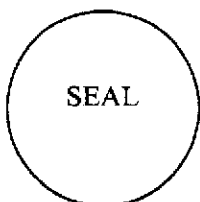
7. "The parties agree that the relationship between the Contractor and the Township is one of independent contractor and not the employer/employee and that the individual employees of the Contractor who will be performing the work pursuant to this contract are not employees of the Township. Contractor hereby certifies, represents and warrants to the Township that all persons performing any aspect of the work pursuant to this Contract who are required to have commercial driver's license are subject to a program for drug and alcohol testing in accordance with the Omnibus Transportation Employee Testing Act of 1991 and the federal regulations adopted pursuant thereto."

Contractor

WITNESSED OR ATTESTED BY:

BY: _____
Title (Seal)

Title



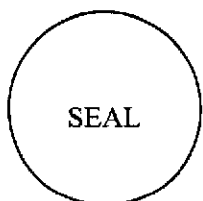
TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED

ACCEPTED ON: _____
Date

Municipality

ATTESTED BY:

Title



BY: _____
Title

Title

Title

1. The proposal must be typewritten or printed.
2. If more than one proposal on any project is submitted by any individual, firm or partnership, corporation or association under the same names, only one lowest proposal will be considered.
3. Description of work-----
 - A. If additional space is needed, insert appropriately numbered attachment and note "Continued on Attachment No. _____."
 - B. Where Binder Surfaces are a part of this Contract, Average Daily Traffic (ADT) Count must be included in the description.
4. Part A of Page 1 to be completed by municipality. Part B of Page 1 to be completed by contractor. Schedule of Prices – Column #1 (Item), #2 (Approximate Quantities), #3 (Unit, i.e., ton, square yard, linear feet, etc.) and #4 (Description, i.e., bituminous materials – ID-2, FJ1, FB1, BCBC, etc.) must be filled in by the municipality to insure equitable bidding. Column #5 (Unit Price), #6 (Total), and total amount of bid must be filled in by the contractor. If more space is needed, add note at bottom of the page: Continued on Attachment No. 1-A," and add additional sheet designated as Attachment No. 1-A, 1-B, etc. Repeat for each additional sheet required.
5. If liquidated damages are to be assessed, add the following sentence to Part A #2. "If all work is not completed on time, liquidated damages will be assessed at the rate of \$ _____ per additional working day." (OR"...as set forth in the attached schedule.")
6. Payment and Performance bonds are provided only by the successful bidder. Contracts under \$5,000 – bonds must be in 50% of the contract amount. Contracts in excess of \$5,000 – bonds must be in 100% of the contract amount. Bond Form MS-944 Attachments 2 and 3 and Workmen's Compensation Affidavit Attachment 4 must be submitted by the successful bidder within 20 days of the contract award. Failure to submit the bonds shall constitute grounds to cancel the contract.
7. *Construction projects, where the estimated cost of the total project exceeds \$100,000, are subject to the provisions of the Pennsylvania Prevailing Wage Act 442. It is the responsibility of the municipality to obtain the Prevailing Wage Scale for the area and include it in the proposal. IF the Prevailing Wage Act applies, this fact shall be noted in the advertisement.

On projects utilizing Federal revenue Sharing Funds, if the project cost exceeds \$2,000 and is financed with 25% or more Federal Revenue Sharing Funds, the Davis Bacon Act applies. Again it is the responsibility of the municipality to obtain the Davis Bacon Wage Rates, include them in the proposal and note the fact in the advertisement. If both Acts are applicable, the Davis Bacon Act has preference over the Pennsylvania Prevailing Wage Act.
8. An ESCALATOR CLAUSE is optional; however, if used, it must be included in the proposal prepared by the municipality. An escalator clause may not be inserted by the contractor.

*(1961, Aug. 15, P.L. 987; 43 P.S. 165)

KNOW ALL MEN BY THESE PRESENTS, that we, _____
(NAME AND ADDRESS OF CONTRACTOR)

as Principal and _____
(SURETY COMPANY)

a corporation incorporated under the laws of the State of _____ as Surety
(NAME OF STATE)

are held and firmly bound unto _____. In the full and just sum
of _____ (\$ _____) dollars

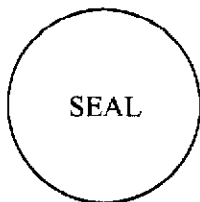
lawful money of the United States of America, to be paid to the above Municipality or its assigns, to which payment well
and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above Municipality, bearing even
date herewith, for the undertaking of certain obligations as therein set forth.

NOW, THEREFORE, the condition of this obligations such that if the bounden Principal, as Contractor, shall in
all respects comply with and faithfully perform the terms and conditions of said Contract, including the Specifications and
conditions referred to and made a part thereof, and such alterations as may be made in said Specifications as therein
provided, and shall well and truly, and in a manner satisfactory to the Municipality fulfill all obligations as therein set
forth, then this Obligation shall be void, but otherwise the same shall be and remain in full force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the contract or its specifications with
the express approval of the Municipality or the Principal to the other, shall not in any way release the Principal and Surety
or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice
to the Surety of any such alteration or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this Bond under Seal, pursuant to
due and legal action authorizing the same to be done on _____
(DATE OF BOND)

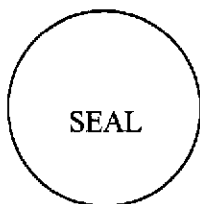


Attest / Witness

CONTRACTOR

BY: _____
TITLE

TITLE



Attest / Witness

SURETY COMPANY

BY: _____
TITLE

TITLE

KNOW ALL MEN BY THESE PRESENTS, that we, _____
 of _____, as PRINCIPAL and _____
 corporation incorporated under the laws of the State of _____ as SURETY, are
 held and firmly bond unto the _____, in the full and just sum of
 _____ (\$ _____) dollars, lawful money of the United

States of America, to be paid to the said _____ or its assigns, to which payment well and true to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above municipality, hereinafter called Oblige, bearing even date herewith, for the improvement of a certain section of highway or bridge in said Municipality consisting of: _____

for approximately the sum of _____ (\$ _____) dollars.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden PRINCIPAL shall and will promptly pay or cause to be paid in full all sums of money which may be due to contract or otherwise, to any individual, firm, partnership, association or corporation, for all material furnished or labor supplied or performed in the prosecution of the work, whether or not the said material or labor entered into and became component parts of the work and for rental of the equipment used and services rendered by public utilities in, or in connection with the prosecution of such work, then this obligation to be void, otherwise to remain in full force and effect.

The PRINCIPAL and SURETY, hereby, jointly and severally, agree with the Oblige herein that any individual firm, partnership, association or corporation, which has performed labor or furnished material in the prosecution of the work as provided, and any public utility which has not been paid in full therefor, may sue in assumpsit on this Payment Bond in his, their, or its own name and may prosecute the same to final for such sum or sums as may be justly due him, them or it, and have execution thereon. Provided, however, that the Oblige shall not be liable for the payment of any costs of expenses of such suit.

RECOVERY by any individual, firm, partnership, association or corporation hereunder shall be subject to the provisions of the "Public Works Contractors' Bond Law of 1967", Act No. 385, approved December 20, 1967, P.L. 869, which Act shall be incorporated herein and made a part hereof, as fully and completely as though its provisions were fully and at length herein recited.

It is further provided that any alterations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Oblige of any extension of time for the performance of the contract or any other forbearance on the part of either the Oblige or the Principal to the other, shall not in any way release the PRINCIPAL and the SURETY or SURETIES of any such alteration, extension of forbearance being hereby waived.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly executed this Bond under seal this _____ Day of _____, 20 _____.

WITNESS:

 CONTRACTOR

BY: _____

 TITLE

 TITLE

WITNESS:

 SURETY COMPANY

BY: _____

 TITLE

 TITLE

**AFFIDAVIT RE
ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT**

State of

)

)

)SS:

County of

)

)

he has

Being duly sworn according to law deposes and says that they have

It

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

has his

with its supplements and amendments, and have insured their liability hereunder in it accordance with the terms of said
its

Act with

(SURETY COMPANY)

(TYPE OR PRINT)

CONTRACTOR

BY:

SIGNATURE

Sworn to and subscribed before me this _____ day of

A.D. 20 _____

SIGNATURE

My Commission Expires _____

(DATE)

ANTI-COLLUSION AFFIDAVIT**pennsylvania**

DEPARTMENT OF TRANSPORTATION

County _____

Municipality _____

Project
Number _____Fed. Project
No. _____

(If Applicable)

State of _____

County of _____

The undersigned deponent deposes and says that he is the _____

of the _____ Company; that he is authorized to make this

affidavit on behalf of said company in compliance with section 102.06 (e) of Department Specifications,

Publication 408, as amended and that the said company has not, either directly or indirectly, entered

into any agreement, participated in any collusion, or otherwise taken any action in restraint of free

competitive bidding in connection with such contract.

(Contractor)**BY****Sworn to and subscribed before me the undersigned notary public this**

_____ day of _____, _____.

Notary PublicMy Commission
expires _____

_____
MUNICIPALITY**NOTICE OF COMPLETION****IN REFERENCE TO PROJECT #** _____**Name of Contractor** _____

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

DATE OF AWARD __________
Signature of Municipality_____
Signature of Contractor

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

THIS PORTION TO BE COMPLETED BY MUNICIPALITY**FINAL COMPLETION CERTIFICATE**

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

Authorized Agent for the Municipality***DATE** _____

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



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

☐ Contractor S ☐ Subcontractor (check one)

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

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

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

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

Authorized Representative Signature



CERTIFICATE OF COMPLIANCE

1. **COUNTY:** _____ **LR/SR:** _____ **SEC/SEG:** _____ **ECMS#:** _____
 (♦ - To be completed by the party that will ship the material to the project, otherwise leave blank.)
2. I / WE hereby certify that the material listed on line 5 was:
☐ Manufactured ☐ Fabricated ☐ Coated ☐ Precasted ☐ Produced
- By _____
 (Name of Manufacturer, Fabricator, Coater, Precaster or Producer) (Supplier Code)
3. and the party listed above certifies that the material(s) on line 5 meets the requirements of
Publication 408, Section(s) _____
AASHTO, ASTM, Federal or other designation _____
4. The material listed below is being shipped to: _____
 (Company Name)
5. **LOT NO.** **QUANTITY** **APPROVED MATERIAL AS LISTED IN BULLETIN # 14 or 15**
BULLETIN # 41 or 42 PRODUCERS, LIST HMA / PCC JMF.
- _____
- _____
- _____
- _____
- _____
6. ☐ **CHECK HERE IF YOUR PRODUCT CONTAINS IRON OR STEEL (AND check one of the following boxes, as appropriate.)** I / WE certify the material identified above conforms with Section 106.01 of Publication 408 as indicated below.
- ☐ 'Identifiable Steel' or Fabricated Structural Steel (Section 1105). Either Steel products that contain permanent markings that identify that the material was melted and manufactured in the United States or which have received in-plant inspection by the Department or a Department representative where verification of Mill Test reports was performed to verify conformance with the PA Steel Procurement Act. **Only Form CS-4171 is required.**
- ☐ 'Unidentified Steel' – Attach supporting documentation including invoices, bills of lading and mill test reports that positively identify that the steel was melted and manufactured in the United States.
- All manufacturing processes including coatings application (e.g. epoxy, galvanizing, or painting) have occurred in the United States and we are maintaining copy(s), in our files in accordance with Section 106.03(b)3. Note: While coating materials themselves are not covered by Buy America, the application of these materials on steel or iron must occur in the United States.
7. **VENDOR CLASSIFICATION (CHECK ONE BLOCK ONLY) -**
- ☐ #1 **Manufacturer, Fabricator, Coater, Precaster Listed in Bulletin # 15, or Producer Listed in Bulletin # 14, 41 or 42** ☐ #2 **Distributor, Supplier or *Private Label Company Not Listed in Bulletin # 15.**
Also, complete line 9
- I certify that the above statements are true and to the best of my knowledge, fairly and accurately describe the product(s) listed.* *I certify that the material being supplied is one and the same as provided to us by the manufacturer listed on this document and quantities listed above are accurate.*
8. **NAME (print) :** _____ **TITLE:** _____
COMPANY NAME : _____
SIGNATURE : _____ **DATE:** _____
 By Responsible Company Official (QC Staff only if you checked block #1 on line 7)
9. List company that sold you the material(s) documented above: _____
 (Complete if you checked Block # 2 on line # 7, otherwise leave blank.) (Company Name)