



C-97004-0129

## 2026 Crack Sealing Program

**Municipality of Mt. Lebanon  
Allegheny County, PA**

This project includes the crack sealing of various streets throughout the Municipality of Mt. Lebanon.

**Bid Opening Date: February 11, 2026**

**Bid Opening Time: 11:00 AM**

**PREPARED FOR**

Municipality of Mt. Lebanon  
710 Washington Road  
Pittsburgh, PA 15228

**PREPARED BY**

The Gateway Engineers, Inc.  
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A FULL-SERVICE CIVIL ENGINEERING FIRM

CONTRACT DOCUMENTS





## **BID FORM AND PROPOSAL**

### **ARTICLE 1 – BID RECIPIENT**

This Bid is submitted to: Municipality of Mt. Lebanon  
710 Washington Road  
Pittsburgh PA 15228

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 – PROPOSAL FOR:**

#### **2026 CRACK SEALING PROGRAM**

This project includes the crack sealing of various streets throughout the Municipality of Mt. Lebanon.

### **ARTICLE 3 – TIME OF COMPLETION**

Bidder agrees that the Work will be substantially complete within 30 calendar days after the date when the Contract Times commence to run as provided in Article 4 of the General Conditions, and will be completed and ready for final payment in accordance with Article 15 of the General Conditions within 30 calendar days after the date when the Contract Times commence to run or liquidated damages in the amount of \$500.00 per calendar day will be charged. As actual damages for any delay in completion are impossible to compute and ascertain with certainty as a basis of recovery by the Municipality of Mt. Lebanon for actual damages, the Contractor and its Surety shall be liable to the Municipality of Mt. Lebanon the sum of \$500.00 as fixed and agreed for each business day of delay until the Work is complete and accepted. Such liquidated damages are intended to represent actual damages and are not intended as a penalty. Contractor shall pay to Owner without limiting Owner's right to terminate this Agreement for default as provided elsewhere herein.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

## ARTICLE 4 – BASIS OF BID

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

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	Crack sealing in accordance with the contract specifications, complete in place	L.F.	25,000	\$ _____	\$ _____
2	Site Restoration & Traffic Control. Restoration of all disturbed areas to pre-construction condition and the installation, control, maintenance and removal of traffic controls and detours for the duration of the project.	L.S.	1		\$ _____
	Total Bid Prices				\$ _____

**A. FIRST RENEWAL PERIOD (January 1, 2027 – December 31, 2027) – In the event the Municipality decides to exercise its right to extend the contract through the First Renewal Period (as outlined in the General Project Requirements, Section 01110, Part 1, Item 1.6 - Terms of Annual Agreement), the following mark-up percentage shall be applied to all original unit prices provided to derive the new contract prices for that First Renewal Period. *It shall be understood that all work provided to the contractor prior to December 31, 2026 shall be completed at the original unit prices without the First Renewal Mark-up Percentages.***

Item Description

Mark-up  
Percentage

**FIRST RENEWAL PERIOD UNIT PRICE MARK-UP PERCENTAGE**  
(Percentage Mark-up on original bid prices)

\_\_\_\_\_

**B. SECOND RENEWAL PERIOD (January 1, 2028 – December 31, 2028) – In the event the Municipality decides to exercise its right to extend the contract through the Second Renewal Period (as outlined in the General Project Requirements, Section 01110, Part 1, Item 1.6 - Terms of Annual Agreement), the following mark-up percentage shall be applied to all original unit prices provided to derive the new contract prices for that Second Renewal Period. *It shall be understood that all work provided to the contractor prior to December 31, 2027 shall be completed at the First Renewal unit prices without the Second Renewal Mark-up Percentages.***

Item Description

Mark-up  
Percentage

**SECOND RENEWAL PERIOD UNIT PRICE MARK-UP PERCENTAGE**  
(Percentage Mark-up on original bid prices)

\_\_\_\_\_

**C. THIRD RENEWAL PERIOD (January 1, 2029 – December 31, 2029) – In the event the Municipality decides to exercise its right to extend the contract through the Third Renewal Period (as outlined in the General Project Requirements, Section 01110, Part 1, Item 1.6 - Terms of Annual Agreement), the following mark-up percentage shall be applied to all original unit prices provided to derive the new contract prices for that Third Renewal Period. *It shall be understood that all work provided to the contractor prior to December 31, 2028 shall be completed at the Second Renewal unit prices without the Third Renewal Mark-up Percentages.***

<b>Item Description</b>	<b>Mark-up Percentage</b>
<b>THIRD RENEWAL PERIOD UNIT PRICE MARK-UP PERCENTAGE</b>	<b>_____</b>
<b>(Percentage Mark-up on <u>original</u> bid prices)</b>	

Bidder acknowledges that each Bid Unit Price includes an amount considered by Bidder to be adequate to cover the Contractor's overhead and profit for each separately identified item.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Article 13 of the General Conditions.

Unit Prices have been computed in accordance with Article 13 of the General Conditions.

#### **ARTICLE 5 – BIDDER'S ACKNOWLEDGEMENTS**

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, or for such longer period of time that Bidder may agree to in writing upon request of the Owner.

In the event the low bidder is more than 15% lower than the second low bidder, the bonding company for the low bidder shall supply a signed and notarized statement that they will provide the proper bonding for the project. This statement shall be supplied prior to award.

#### **ARTICLE 6 – BIDDER'S REPRESENTATIONS**

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 the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</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 Federal, State and Local 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 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 correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding and Contract Documents and any attached reports, and certifies the written resolution thereof by Engineer is acceptable to Bidder unless further clarification is requested.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work for which this Bid is submitted.
- J. 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.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.
- L. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.

## **ARTICLE 7 – BIDDER’S CERTIFICATION**

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 7.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing 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
  - 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 8 – ATTACHMENTS TO THIS BID**

The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of a Certified Check or Surety Company Bond in the amount of 10% in favor of the Municipality of Mt. Lebanon, as a proposal deposit which, it is understood, will be forfeited in case of failure to comply with the requirements and provisions of this proposal.
- B. List of Proposed Subcontractors
- C. List of Proposed Suppliers
- D. List of Project References
- E. Non Collusion Affidavit
- F. Public Works Employment Verification Form

## **ARTICLE 9 – DEFINED TERMS**

The terms used in this Bid with initial capital letters have meanings stated in the Instruction to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 10 – BID SUBMITTAL

This Bid submitted by: \_\_\_\_\_

If Bidder is:

### An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(*Individual's signature*)

Doing business as: \_\_\_\_\_

### A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(*Signature of general partner*)

Name (typed or printed): \_\_\_\_\_

### A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

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

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(*Signature*)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Authorization to do business in \_\_\_\_\_ is \_\_\_\_/\_\_\_\_/\_\_\_\_.

Bidder's Business Address \_\_\_\_\_

\_\_\_\_\_ + \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

Submittal Date: \_\_\_\_\_, 20\_\_\_\_.



**BID BOND**

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

BIDDER *(Name and Address)*:

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

OWNER *(Name and Address)*:

**BID**

Bid Due Date:

Description *(Project Name— Include Location)*:

**BOND**

Bond Number:

Date:

Penal sum \_\_\_\_\_ \$

(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**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal

(Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal

(Seal)

By:

\_\_\_\_\_  
Signature

By:

\_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
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 the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum 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 the 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.

## NON-COLLUSION AFFIDAVIT

Contract/Bid No. \_\_\_\_\_

State of \_\_\_\_\_ :  
:S.S.

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

I state that I am \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Name of my firm)

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) \_\_\_\_\_, its affiliate's subsidiaries,  
(Name of my firm)

officers, directors and employees are not currently under investigation by any governmental agency and 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 \_\_\_\_\_ understands and acknowledges  
(Name of my firm)

that the above representations are material important, and will be relied on by

\_\_\_\_\_  
(Name of public entity)  
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 \_\_\_\_\_ of the true facts relating  
(Name of public entity)  
to the submission of bids for this contract.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public My Commission Expires:

(Seal)



COMMONWEALTH OF PENNSYLVANIA  
PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date \_\_\_\_\_

Business or Organization Name (Employer) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

\_\_\_\_ Contractor \_\_\_\_ Subcontractor (check one)

Contracting Public Body \_\_\_\_\_

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

Project Description \_\_\_\_\_

Project Location \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Authorized Representative Signature



REQUEST FOR PROPOSALS TO BE RECEIVED ON , 20

FOR:

## ADDENDUM NO.

All Contractors who may be Bidding on the work under this Contract shall read and observe this Addendum and any future Addenda.

Every Bidder shall note that while certain requirements in this Addendum may be specifically noted as applying to a particular page and section in the Specifications or to a Plan Number, such changes shall apply also to any other Page or Plan where such change is relevant.

All Contractors who are Bidding on this work shall take cognizance of the revisions, changes, additions and deletions shown in this and future Addenda and shall provide for the same in their Bid. The Addenda shall be attached to the INSIDE FRONT COVER OF THE BOOK OF SPECIFICATIONS when submitting their Bid. Receipt of this Addendum must also be indicated on the Proposal Form.

1.

2.

### ACKNOWLEDGMENT

The Bidder hereby acknowledges receipt of the foregoing ADDENDUM NUMBER \_\_\_\_\_

_____ (Name of Bidder)	_____ (Signature)
_____ (Date)	_____ (Title of Officer)

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**Addendum**

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