BIDDING DOCUMENTS

FOR

REPLACEMENT OF DECORATIVE CROSSWALKS AT
HANOVER STREET AND HIGH STREET INTERSECTION

Contract No.   BOC 3 - 20

Owner:   Borough of Carlisle
       53 West South Street
       Carlisle, PA 17013

Owner’s Representative:   Mark Malarich, P.E.
       (717) 249-4422
       Email:   mmalarich@carlislepa.org
## BOROUGH OF CARLISLE
## CONTRACT DOCUMENTS
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NOTICE

The Borough Council of the Borough of Carlisle, Cumberland County, Pennsylvania, 53 West South Street, Carlisle, PA 17013, will accept sealed proposals until 1:30 p.m., prevailing time, May, 27, 2020 for the following:

Replacement of Decorative Crosswalk at Hanover Street and High Street Intersection

All bid proposals shall be properly executed in ink without alterations and shall be complete. All bid proposals must be accompanied by a certified check or bid bond in the amount of ten percent (10%) of the bid. Specifications and bid forms may be obtained at no cost from the offices of the Borough of Carlisle at the address above from 8:00 a.m. to 4:00 p.m., Monday through Friday, except holidays.

Bid Proposals will be opened at 1:30 p.m. on May 27, 2020 at the offices of the Borough of Carlisle. Unless all bids are rejected, the lowest responsible bidder may be selected at a public meeting of the Borough Council to be held on June 3, 2020 at 6:00 p.m. at the offices of the Borough of Carlisle noted above.

Borough Council reserves the right to reject any or all bids or parts thereof and to waive any defects or irregularities in the best interest of the Borough. To obtain a copy of the bid package, email your request, along with your company name and mailing address to rjuday@carlislepa.org.

Borough of Carlisle
Susan D. Armstrong, Borough Manager
INFORMATION AND INSTRUCTIONS TO BIDDERS

1. All proposals must furnish products and/or materials in strict compliance with those dimensions, quantities and other requirements as noted in the Specifications attached hereto. Under no circumstances will any products or materials be accepted that are different from or in substitution of or for those items and components described in the Specifications.

2. All bids shall be made upon the forms supplied by the Borough of Carlisle (the “Borough”) and mailed via U.S. Postal Service or recognized national courier service to Borough of Carlisle, 53 West South Street, Carlisle, PA 17013 or by hand delivered to the Office of the Borough Manager at the above address only between the hours of 8:00 a.m. and 4:00 p.m. weekdays. Sealed bids shall be received in the Office of the Borough Manager up to 1:30 p.m., prevailing time, May 27, 2020. The bid must be properly sealed in an envelope and clearly marked with “Bid 03-20: Replacement of Decorative Crosswalks” on the envelope. The bid must include the complete set of Contract Documents with the completed, notarized non-collusion affidavit, completed Employer Verification Form (if applicable), bid security and Bid Proposal completed and containing original signatures.

3. All bids shall give the proposed price both in words and figures and shall be signed by the Bidder with full name and address. Where bidder is a partnership, the name and address of each partner shall be stated in full and, if a corporation, the state where incorporated.

4. The Borough Council of the Borough of Carlisle reserves the right to reject any and all bids, to accept or reject any part of a bid, to waive any informalities and minor irregularities in the bids and to annul any contract if, in its opinion, there shall be a failure at any time to perform faithfully any of its terms.

5. Bids which contain erasures, alterations, conditional bids, omissions or irregularities may be rejected.

6. The successful bidder agrees, if selected, to furnish the executed Agreement and proof of the specified insurance coverage within 10 days of notice of intention of award by the Borough of Carlisle.

7. The successful bidder shall not assign its rights under the bid awarded, in whole or in part, without the prior written approval of Borough Council, which permission can be withheld in Council’s sole discretion.

8. All bids shall be accompanied by a bid bond in the same form attached hereto or certified check made payable to the Borough of Carlisle in the amount of ten percent (10%) of the bid. In the event any bidder shall, within 10 days’ notice from the Borough of its intention to award the contract, fail to evidence of required insurance and the executed Agreement, the bid security provided by that bidder by certified check or bid bond shall be forfeited to the Borough as liquidated damages.
In accordance with the Pennsylvania Anti-bid Rigging Act that became law on October 23, 1983, the Borough requires each bidder to complete and return the Non-Collusion Affidavit. The Affidavit is to be completed as follows:

A. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

B. Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself/herself that each statement is true and accurate, making diligent inquiry as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

C. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents and an Affidavit must be submitted separately on behalf of each party.

D. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid and any other form of bid submitted for the purpose of giving a false appearance of competition.

E. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

The Agreement to be executed by the successful bidder contains a penalty provision for failure to complete the project by the time stipulated in the Agreement, which shall entitle the Borough to deduct from the monies due or about to come due to the successful bidder an amount equal to $400.00 per calendar day for each day of delay from the date of scheduled completion, said sum being fixed and agreed as liquidated damages which the Borough will suffer by reason of such delay and not as a penalty. Any such delay in completion to the Borough shall not prevent the Borough from declaring the successful bidder in breach of his, her or its obligations and pursuing any remedies it has as otherwise provided by law.

If the project requires the delivery of any equipment, material(s) or products, all shall be delivered at the successful bidder’s expense, free of any liens, encumbrances and security interests.

Upon (a) receipt by the Borough of any equipment, material(s) or products; and (b) confirmation that all materials provided are in full compliance with the requirements of the Specifications, the Borough shall make payment to the successful bidder within 30 days in the amount of the accepted bid amount.
13. The successful bidder is responsible for being familiar with and to know the location, means of access and all other features and conditions necessary for the successful bidder to make timely delivery of any equipment, material(s) or products. All costs and expenses of delivery of every kind, type or nature shall be the responsibility of the successful bidder. The successful bidder, its agents or representative shall be responsible for securing and properly delivering all items and components in accordance with all federal, state and local laws, regulations, codes and ordinances.

14. Any bids received after the deadline by which they are to be received are late bids. Such late bids will not be considered, but will be held unopened until the time of award and then returned to the bidder. No responsibility will attach to the Borough of Carlisle for the premature opening of, or the failure to open, a bid not properly addressed and identified. Bids may be withdrawn by written request received from the bidder prior to the time fixed for opening.

15. The successful bidder warrants and guarantees to the Borough that all materials and items supplied will be new, of good quality and free from faults or defects. All defective items as ascertained by the Borough shall be replaced to the satisfaction of the Borough prior to payment to the successful bidder.

16. If, after final payment and prior to the expiration of one year after the date of such final payment, any items supplied by the successful bidder are found to be defective, the successful bidder shall promptly, without cost to the Borough, supply the Borough with non-defective items. If the successful bidder fails to supply such items within 60 days’ notice, the Borough may supply such items at the cost of the successful bidder. The successful bidder will also be responsible for and pay all costs, fees and attorney fees incurred by the Borough if legal action is initiated against the successful bidder due to the successful bidder’s failure to pay such costs and expenses upon demand by the Borough.

17. The Notice, Information and Instruction to Bidders, Non-Collusion Affidavit, Bid Proposal, the Agreement and Specifications shall constitute the “Contract Documents”, the terms of which shall constitute a binding contract with the successful bidder.

18. Conflict of Interest Notice and Responsibilities. A conflict of interest may take various forms but exists if a significant financial interest or other opportunities for tangible personal benefit may exert a substantial improper influence upon an employee, contractor or professional. A conflict of interest may exist when there is a divergence between private interests of an employee, contractor or professional and his, her or its obligation to the Borough such that: (i) a reasonable and independent observer might rationally question whether the employee’s professional responsibility might be influenced by considerations of gain or financial interest for either the employee, contractor or professional or their family or for other parties; or (ii) a reasonable and independent observer might rationally conclude that the conflict of interest undermines the integrity of any business of the Borough. A conflict of interest encompasses not only situations that are in fact improper, but also situations where a reasonable and independent observer might rationally observe the appearance of impropriety. This includes any potential conflicts of interest that are yet unrealized or that may be perceived by others to be conflicts of interest. For purposes of this notice, the family of any employee, contractor or professional shall include his or her spouse or
companion, his or her siblings and their spouses or companions and his or her descendants and their spouses or companions. **All bidders must provide with the bid a listing of current or potential conflicts of interest with respect to proving goods and/or services to the Borough of Carlisle as contemplated by this project.** The successful bidder shall provide notice to the Borough of any actual or potential conflicts of interest that exist or arise in the course of providing goods and/or services to the Borough of Carlisle.

19. The Borough reserves the right to revise or amend any specifications prior to the date scheduled for bid opening. In the event plans and/or specifications are revised or amended, such revisions or amendments will be provided by use of an addendum which will be provided to all prospective bidders.

20. The successful bidder shall provide only competent, suitably trained and qualified personnel to fabricate and furnish all materials. All materials, products and equipment to be installed shall be new and in accordance with the Contract Documents.

21. The successful bidder shall supervise and direct the work efficiently and with its best skill and attention. The bidder shall be solely responsible for the means, methods, techniques, sequences and procedures of work and shall be responsible to see that the finished work complies with the Contract Documents and applicable permits as required.

22. The successful bidder shall provide only competent, suitably trained and qualified personnel to perform the work as required by the Contract Documents and shall furnish all materials, equipment, labor, transportation, machinery, tools, fuel, power, sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work. All materials, products and equipment to be installed shall be new and shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the manufacturer, except as otherwise expressly provided in the Contract Documents.

23. The successful bidder shall be fully responsible for all acts and omissions of its subcontractors and of persons and organizations directly or indirectly employed by them. Nothing in the Contract Documents shall create any contractual relationship between the Borough and any Borough agent or employee and any subcontractor or other person or organization having a direct contract with the successful bidder, nor shall it create any obligation on the part of the Borough or any Borough agent or employee to pay or to see to the payment of any monies due any subcontractor or any person or organization working for the successful bidder. All subcontractors will be subject to the approval by the Borough. There shall be no substitution of subcontractors without prior approval and knowledge of the Borough once a subcontractor list is approved.

24. The successful bidder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the project and shall comply with all requirements and regulations of OSHA, State, and local governments pertaining to such work. The successful bidder shall be responsible for erecting any necessary signage and/or barriers to keep others from entering any work areas, subject to coordination with the Borough.
25. The successful bidder shall, as a condition of award of the contract, provide evidence of the following insurance coverage, which insurance coverage shall be maintained during the course of work on the project:

A. Commercial General Liability - $1,000,000 per occurrence and $3,000,000 in the aggregate;
B. Workers’ Compensation, in statutory limits required by Pennsylvania;

Each policy shall be endorsed to provide the Borough with 30 days’ notice of cancellation and the Borough shall be listed as an additional insured for all insurance noted above except for workers’ compensation insurance.


27. The successful bidder shall insure, indemnify and hold harmless the Borough and its Council members, officers, employees, appointees and agents from and against any and all claims, suits, causes of action, losses, expenses and liabilities of any kind or nature, including attorney’s fees (and any attorney’s fees incurred in enforcing this provision) in any way arising or resulting from or in any way related to negligent, reckless and/or intentional acts by the successful bidder in providing services or materials to or for the Borough under the Agreement and Contract Documents, including, but not limited to, claims, losses, fines, damage to property and bodily injury or death to persons. This provision will survive termination or expiration of the Agreement.

28. A pre-bid meeting will NOT be held. Bidders are encouraged to field-view the work location. Bid prices will be based on the estimated quantities provided by Carlisle Borough, and the unit prices entered by the bidder. Final payment quantities will be determined and agreed upon by field measurement after completion of the crosswalks.

29. All Bidders are required to submit with their bids a list of no less than five (5) comparable successfully completed projects as well as completion date, client, and contact information for each project. Comparable projects shall be ones where Bidder constructed decorative crosswalks in accordance with PennDOT Standards. A minimum qualification of five (5) decorative crosswalk installation or replacement projects under these standards shall be required.

30. Bidder shall include with their bid a detailed product description, including pictures or samples of available color and brick patterns. Within a two (2) week period from the Notice to Proceed,
contractor shall submit to the Borough Engineer a construction schedule of order and time that work will be completed.

31. All questions must be submitted electronically to mmalarich@carlislepa.org no later than 4:00 p.m., May 20, 2020. No questions will be addressed via phone calls. The Borough will submit responses to all questions received electronically to all bidders on record no later than 5:00 p.m. May 22, 2020.
NON-COLLUSION AFFIDAVIT

Project: Replacement of decorative crosswalks at Hanover Street and High Street Intersection

State of ___________________________)

County of _________________________)

I state that I am _____________________ of ________________________________

(Title) (Name of 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 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) ___________________________________________,

(Name of Firm)

its affiliates, subsidiaries, officers, director 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

(Name of Firm)

and acknowledges that the above representations are material and important, and will be relied on by the Borough of Carlisle in awarding that 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 Borough of Carlisle of the truth relating to the submission of bids for this contract.

Signature: ______________________________________________________

Name:

Position/Title:

SWORN TO AND SUBSCRIBED

BEFORE ME THIS ________ DAY

OF ________________, 20____

___________________________

Notary Public

Notary Seal:

NOTE: The above Notary’s acknowledgment must be completed, signed and Notary seal placed.
BID PROPOSAL

Proposal of ___________________________________________ (hereinafter called "Bidder"), organized and existing under the laws of the State of ________________________________, doing business as ______________________________________________________________.

In compliance with your Notice, Bidder hereby submits this proposal for:

   Replacement of Decorative Crosswalk at Hanover Street and High Street Intersection

in strict accordance with the Contract Documents, within the time and conditions set forth therein, and at the price stated below. By submission of this Bid Proposal, the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that this Bid has been made independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor. Bid quotation must be provided in the following table in figures and below the table in both figures and words, where indicated.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Units</th>
<th>Unit Price Bid</th>
<th>Total Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Install decorative crosswalk</td>
<td>1,420*</td>
<td>Square Feet</td>
<td></td>
<td></td>
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</tbody>
</table>

*estimated cost based on installation of 1,420 sf. Actual payment will be based on field measurement.

Attach a detailed description of the decorative crosswalk material proposed and previous experience.

Total Bid Price:

________________________________________________________________________ dollars and __________________________________________________________________________ cents

( Words)

$ __________________________

(Figure)

Respectfully submitted:

By ____________________________________________

_____________________________________________ (printed)
Communications concerning this Bid Proposal shall be addressed to:

Address: _______________________________________________________

Phone/Email: _____________________________________________________

If Bidder is:

An Individual:
   By_____________________________________________________(SEAL)
   (Individual’s Name)

   Doing business as _____________________________________________

   Business address: ____________________________________________

   _____________________________________________________________

   Phone No. : _________________________________________________

A Partnership:

   By_________________________________________________________(SEAL)
   (Firm Name)

   _____________________________________________________________
   (General Partner)

   Business Address: ____________________________________________

   _____________________________________________________________
Phone No. :________________________________________________________

A Corporation:

By:________________________________________________________(SEAL)
   (Corporation Name)

___________________________________________________
   (State of Incorporation)

By: ________________________________________________________(SEAL)
   (Name of Person Authorized to Sign)

________________________________________________
   (Title) (Corporate Seal)

Attest: _________________________________________________________
   (Secretary)

Business Address: _____________________________________________

Phone No.: __________________________________________________

A Joint Venture:

By: ________________________________________________________(SEAL)
   (Name)

Address: _____________________________________________________

By: ________________________________________________________(SEAL)
   (Name)

Address: _____________________________________________________
**BID BOND**

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

_____________________________________________________________________________,

as Principal, and ____________________________________________________________

as Surety, are hereby held and firmly bound unto the Borough of Carlisle, Cumberland County, Pennsylvania, as Owner, in the sum of ______________________ ($________________) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, to deliver:

**Replacement of Decorative Crosswalk at Hanover Street and High Street Intersection**

NOW, THEREFORE,

(a) If said bid shall be rejected, or in the alternate,

(b) If said bid shall be accepted and the Principal shall execute and deliver an agreement in the form required by the Contract Documents (properly completed in accordance with said bid) and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void. Otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.
IN WITNESS WHEREOF, this instrument is executed this the ______ day of
________________________, 20 _____________.

Principal

By

Title

Address ____________________________ Attest: ___________________________ (SEAL)

Witness: ____________________________

Surety

Attorney-in-fact*: ____________________________

By ____________________________

Address ____________________________ Attest: ___________________________ (SEAL)

Witness: ____________________________

*Power of attorney must be attached.
NOTICE OF INTENT TO AWARD

TO:

PROJECT DESCRIPTION:  Replacement of Decorative Crosswalk at Hanover Street and High Street Intersection

The Borough of Carlisle has considered the Bid submitted by you for the above described project in response to its Notice and the related Contract Documents.

You are hereby notified that your Bid has been accepted as shown in your Bid Proposal.

You are required by the Information and Instructions to Bidders to execute the Agreement and furnish the required insurance within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and furnish the required insurance within ten days from the date of this Notice, the Borough of Carlisle will be entitled to such other rights as may be granted by law, including but not limited to retention of bid deposit or forfeiture of bid bond sum.

You are required to return an acknowledged copy of this Notice of Intent to Award to the Borough of Carlisle, 53 W. South Street, Carlisle, PA 17013.

Dated this __________________ day of ________________________________, 20__.

Borough of Carlisle

By: ________________________________

Susan D. Armstrong, Borough Manager

ACCEPTANCE OF NOTICE OF INTENT TO AWARD

Receipt of the above Notice of Intent to Award is hereby acknowledged this ________________ day of ________________________________, 20__.

By: ________________________________

Title: ________________________________

NOTE: Failure to return an acknowledgment of this Notice of Award does not relieve the contractor of the conditions imposed by the Instructions to Bidders and/or General Conditions.
AGREEMENT

THIS AGREEMENT, made this _____________ day of ________________, by and between the
BOROUGH OF CARLISLE, Cumberland County, Pennsylvania, hereinafter called "OWNER" and
______________________________________________, doing business as (an individual) or (a
partnership) or (a corporation), hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will complete the work for all bid items by the specified deadlines unless the period
   for completion is otherwise extended by the Contract Documents. Failure of the Contractor to
   complete the work within the above period shall subject the Contractor to a penalty of $400.00 each
day until completion, which penalty amount Contractor agrees can be deducted from any amount
due Contractor by the Owner.

2. Terms used in the Agreement which are defined in the General Conditions, if included in the
   Contract Documents, shall have the meanings indicated in the General Conditions.

3. The term "Contract Documents" means and includes the following, but shall not be limited to:
   - Notice
   - Information and Instructions to Bidders
   - Specifications and Measurement and Payment
   - Non-Collusion Affidavit
   - Bid Proposal and Schedule of Quantities
   - Bid Bond or other bid security
   - Notice of Intent to Award
   - Notice to Proceed
   - Agreement

4. The Contractor agrees to complete the project as described in the Contract Documents as shown on
   the Bid Proposal, for the sum of $__________________________, pending actual quantities of
   work.

5. Upon completion and settlement of all claims, the Owner will pay all remaining monies due to the
   contractor.

6. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or
   sublet in whole or in part his interest under any of the Contract Documents, and specifically, the
Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.

7. Contractor acknowledges and agrees that certain records and documents in the possession of Contractor pertaining to or in any way relating to the contract, services and/or materials provided or supplied by Contractor to or for the benefit of Owner may be considered a “public record” as that term is defined under the Pennsylvania Right-To-Know Law, Act 3 of 2008. Contractor agrees that Contractor shall make available and provide all such documents and records to Owner for photocopying or reproduction in appropriate medium by Owner that Owner shall, in its sole discretion, determine are a “public record” in the event an appropriate written request under the Right-To-Know Law for such documents or records is made to the Owner. Contractor further agrees that the obligations of Contractor under this paragraph shall survive the termination or expiration of this Agreement.

8. The Contract Documents constitute the entire Agreement between the Owner and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.

9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date first above written.

OWNER:  

BOROUGH OF CARLISLE

By ______________________________________

Susan D. Armstrong  
(Printed)

Borough Manager  
>Title

53 W. South Street  
(Address)

Carlisle, PA  17013  

(717) 249-4422

CONTRACTOR:  

______________________________________

By ______________________________________

______________________________________  
(Printed)

______________________________________  
>Title

______________________________________  
(Address)

______________________________________  

(717) 249-4422  

(Telephone)
NOTICE TO PROCEED

TO: ___________________________________________. DATE:

PROJECT:  Replacement of Decorative Crosswalk at Hanover Street and High Street Intersection  
Contract No.  BOC: 3 - 20

You are hereby notified that the above Contract has been awarded to you and you are to commence work  
in accordance with the Agreement dated June __ , 2020, and you are to complete all work in accordance  
with the following deadlines : All work must be completed by August 28, 2020.

Notice to Proceed Date:  June __ , 2020

Borough of Carlisle

By ________________________________

Printed___ Susan D. Armstrong__________

Title ___ Borough Manager ____________

You are required to return an acknowledgment of this Notice to Proceed to the Borough of Carlisle, 53 W.  
South Street, Carlisle, PA 17013.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by________________________ this  
______________ day of ________________________, 20 ______.

By ________________________________

Printed ______________________________

Title ______________________________

NOTE: Failure to return acknowledgment of the Notice to Proceed does not relieve the contractor of  
conditions imposed by the Agreement.
SPECIFICATIONS

Overview
This work will consist of replacement of decorative crosswalk material along all four corners at the intersection of Hanover Street (SR0034) and High Street (SR0011) in the Borough of Carlisle, Cumberland County, Pennsylvania with hot applied inlaid, through-color, Grade 45 polymer-modified resin/ synthetic surfacing system. The finished product will have a red brick color and stamped 45 degree Herringbone pattern, both of which must be pre-approved by Carlisle Borough. Borough of Carlisle will provide traffic control under a separate contract. Contractor for the crosswalk replacement project shall coordinate work schedule with the traffic control contractor.

Project Schedule
All work must be performed by August 28, 2020. Because the work is weather-sensitive and requires significant disruption of traffic on two intersecting Pennsylvania State highways, the contractor must coordinate working hours with the Borough Engineer and with the entity the Borough assigns for traffic control. At all times, traffic control practices which are in strict compliance with Penn DOT Publication 213, and all other pertinent Penn DOT specifications must be employed. Contractor shall ensure traffic control measures are in place before proceeding with the work.

Project Specifications
1. All materials and labor related to this project shall strictly comply with the most recent applicable standards of the Pennsylvania Department of Transportation (Penn DOT) and the Federal Highway Administration (FHWA). No part of these bid documents is intended or shall be construed to conflict with, alter, supersede, diminish or otherwise negate any pertinent provision of said Penn DOT and FHWA standards.

2. Appropriate documentation, as may be applicable to verify compliance with Penn DOT standards is required for all materials installed during this project. This may include, but is not limited to, Certificate of Compliance Form CS-4171, delivery tickets, and detailed product data sheets.

3. All aspects of the project must fully comply with all applicable Penn DOT specifications. Penn DOT has indicated no Highway Occupancy Permit is needed for this project as replacement of the existing decorative crosswalks is considered maintenance work.

4. Contractor will be responsible for pavement repair following PennDOT Publication 408 for any damages caused to existing pavement during course of work.

5. Bids must include detailed product description, including pictures or samples of available color and brick patterns. The Borough Engineer will reserve the right to accept or reject proposed products as deemed in the best interest of Carlisle Borough.
6. The installation areas for all four (4) crosswalks included in this project shall be six (6) feet wide, +/- ¼-inch and shall extend fully from curb to curb.

7. Prior to milling, the installation area boundaries shall be saw-cut to establish a clean edge.

8. All pavement materials shall be milled and all excess materials removed. The depth of the milled area shall allow the decorative synthetic surface material to be installed within a range of ¾-inch to 1-inch depth across the entire installation.

9. Prior to installation, the pavement surface shall be dry and clean: free of all dirt, debris, salts, chemical residue and any other contaminant. If necessary, brooming, compressed air, pressure washing, light-grit blasting or wire brushing may be used to remove all unacceptable materials without damaging the pavement surface.

10. Typical material application temperature shall range between 375 degrees F and 425 degrees F. The material shall be prepared for installation utilizing a heating kettle specifically designed for hot applied polymer-modified synthetic surface system and capable of mixing components to a homogenous consistency. The material shall be heated within a temperature range of 385 degrees F to 420 degrees F prior to installation.

11. The heated and mixed material shall be uniformly distributed onto the pavement surface by means of pre-heated finishing irons at an average depth of ¾-inch to 1-inch.

12. Interface with adjacent surfaces shall be flush, providing smooth transition from surface to surface. This shall include interface with curb depressions at handicapped pedestrian curb ramps. Precautions to protect the immediate perimeter around the installation are to be taken by contractor.

13. Silica cover aggregate shall be applied immediately at an approximate rate of 1.75 pounds per square feet. No compaction of this material is required.

14. The pattern shall be stamped into the semi-molten material immediately after the silica aggregate has been applied. An approved mold capable of providing a 5/16-inch +/- 1/16-inch deep impression in accordance to the design details shall be used.

15. The contractor shall be fully responsible to determine when material has sufficiently cooled and hardened, before informing the traffic control contractor the lane can be opened to traffic. After initial set, excess aggregate shall be removed by hand or suction sweeping.

16. The contractor must provide with his Bid a list of no less than five (5) comparable successfully completed projects as well as completion date, client, and contact information for each project.

17. The contractor may not park or store vehicles or equipment on Borough roadways overnight or on weekends.
18. The contractor may request to store equipment and materials, or to dispose of millings at the Carlisle Borough Field Operations Facility, located at 7 E. Garland Drive.

19. All workmanship must be guaranteed for at least twelve months after project acceptance. Within that time period, the contractor shall remediate, at no cost to the Borough, any defects or flaws related to contract work.

20. All work must be completed no later than August 28, 2020.

21. Liquidated damages, if applicable, will be assessed daily beginning August 31, 2020. Delays which are directly attributable to inordinate periods of inclement weather, or to facets of the project beyond the contractor’s scope of responsibility will not instigate or trigger assessment of liquidated damages. In all cases, the Borough Engineer will make the final determination.

**Special Provisions**

1. To protect the motoring public and minimize inconvenience, the contractor must schedule and coordinate the work with the Borough of Carlisle to minimize the time between milling and the placement/curing of polymer-modified material.

2. Payment will be based on complete installation of crosswalk. Payment quantities will be measured in square feet, and rounded to the nearest half – foot.

3. Any damage to adjacent roadway, curb, or any other public or private property must be repaired, to a condition no less than the pre-project condition. Any such remedial work and related expense will be considered incidental to the crosswalk replacement, and will be performed at the sole responsibility and expense of the contractor. In all cases, the Borough Engineer will have the final say regarding the suitability of the repair.

4. The material shall be installed at a width of six (6) feet, and shall extend the entire distance, curb to curb, at the exact locations of the existing crosswalks.

5. The contractor will be responsible for notifying Penn DOT’s Traffic Management Center at (717) 265-7600 immediately prior to closing or restricting travel lanes each day.

6. To protect motorists and pedestrians, and to minimize inconvenience, no more than one crosswalk shall be closed at a time unless permission has been received from the Borough Engineer.

7. At no time shall traffic be directed or permitted to traverse any milled crosswalk trough.

8. The contractor must notify the Borough Engineer no less than ten (10) days before beginning work to allow sufficient time for the Borough to arrange for traffic control.

9. All new material must be flush with adjacent roadway and curb depressions at ramps.
10. No new material shall be placed at a depth of less than \( \frac{3}{4} \)-inch below the surrounding road surface.

**MEASUREMENT AND PAYMENT**

1. **Decorative crosswalk.**  
Description. Complete installation of hot-applied, color-through, red-brick color and pattern, polymer-modified synthetic asphalt/resin decorative crosswalk in accordance with contract documents. Measurement and payment. **Square feet.**