

SPECIFICATIONS AND CONTRACT DOCUMENTS

For

FULL DEPTH PAVEMENT REPLACEMENT FOR MULTIPLE STREETS & PARKING LOT

FOR

THE BOROUGH OF MERCERSBURG

Issued

July 14, 2023

Bids for items covered by these Specifications must be received by the Borough Manager, 113 South Main Street, Mercersburg, Pennsylvania 17236, by 4 p.m., Wednesday, August 23, 2023.

Borough Contact Name:

**Melissa Price
113 South Main Street
Mercersburg, PA 17236**

Proposal Submitted By:

NOTICE – SEEKING BIDS

The Borough of Mercersburg (the “Borough”) is accepting sealed bids for:

FULL DEPTH PAVEMENT REPLACEMENT FOR MULTIPLE STREETS & PARKING LOT

The Borough of Mercersburg is accepting sealed bids for Full Depth Pavement Replacement for Multiple Streets and, as an alternative bid, the Borough Parking Lot.

A complete proposal packet may be obtained from Melissa Price, Borough Manager, Borough of Mercersburg, 113 South Main Street, Mercersburg, PA 17236. A copy may be obtained for a \$25.00 non-refundable fee made to the Borough of Mercersburg or by downloading it free from the Borough of Mercersburg website: <https://mercersburg.org/news>. Questions can be addressed by calling the Borough at (717)328-3116.

The Contract involves the competitive solicitation of Full Depth Pavement Replacement of Jail House Alley, Meyers Alley, and the Mercersburg Borough Hall parking lot. Bids will be based on a unit price. The Borough reserves the right to accept the Bid for all listed streets, one or more of the listed streets, or reject the Bid as to all listed streets, in the Borough’s sole discretion, at any time prior to the Borough issuing a Notice to Proceed. The Bidder understands that the bid submitted is a unit price Bid and is not a guarantee of being awarded the Work for all listed streets. The Borough Council intends to award the Contract to the overall lowest responsible Bidder, as determined by Borough Council to be in the best interest of the Borough of Mercersburg.

A Proposal Bond in the amount of ten percent (10%) of the bidder’s maximum bid price is required to be accompanied with a Bid. A Performance Bond and Payment Bond, each in the amount of one hundred percent (100%) of the contract price, shall be required from the successful Bidder. An anti-collusion affidavit is required for this Bid. The Contract will be subject to the Prevailing Minimum Wage Determination established by the Commonwealth of Pennsylvania, Department of Labor and Industry.

A pre-bid meeting will be held on **Friday, August 4, 2023, at 1 p.m.**, at Borough Hall, 113 South Main Street, Mercersburg, Pennsylvania.

Bids shall be submitted only on the MS-944 Form included in the Bidding Documents. While Bidders may make comments to clarify their bid, Bidders cannot change, modify, delete, alter, amend or make additions to the wording of any of the Bidding Documents, including but not limited to the Agreement. Unauthorized conditions, exceptions, limitations, or provisions attached to a Bid may be cause for rejection of the Bid. Any questions regarding the Bidding Documents shall be submitted as Requests for Interpretation and the Bidding Documents may only be modified by Addendum issued by the Borough prior to the Bid opening date.

The Borough Council of the Borough of Mercersburg reserves the right to reject any or all Bids; to waive any defects, errors, omissions, irregularities or informalities in a Bid or the Bid procedure; and to accept any Bid which it may deem to be for or in the best interest of the Borough of Mercersburg.

Bids will be received at the above address until 4 p.m. Wednesday, August 23, 2023. Bid opening will occur at 7 p.m. August 23, 2023, at the public meeting of the Borough Streets Committee who will make a recommendation to Mercersburg Borough Council. Any Bid received after the said date and time will be returned unopened. All Bids must be submitted in a sealed envelope clearly marked "Bid for Borough of Mercersburg," bearing the name of the Bidder and “Full Depth Pavement Replacement for Multiple Streets & Parking Lot.” If the Bid is sent through the mail or other delivery system, the sealed envelope shall be

enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Please mail Bids to Attention: Melissa Price, Borough Manager.

Any Bidder and any member of the public may be present at the Bid opening.

The Borough Council reserves the right to formally accept a Bid and award a Contract by public announcement at a regular meeting of the Borough Council.

The Borough of Mercersburg is an Equal Opportunity Employer. Minority and women-owned businesses and those defined as SERB's under State regulations are encouraged to submit proposals.

INSTRUCTIONS TO BIDDERS

FULL DEPTH PAVEMENT REPLACEMENT FOR MULTIPLE STREETS & PARKING LOT

1. Project Overview

The Borough of Mercersburg (the “Borough”) is seeking bids from qualified bidders for the general procurement of: “Full Depth Pavement Replacement for Multiple Streets & Parking Lot (the “Work”), as further described in the specifications herein.

In general, the Contract involves the competitive solicitation of Full Depth Pavement Replacement of Jail House Alley, Meyers Alley, and the Mercersburg Borough Hall Parking Lot.

Bids will be based on unit prices, materials included. The Borough reserves the right to accept the Bid for all listed streets, one or more of the listed streets, or reject the Bid as to all listed streets, in the Borough’s sole discretion, at any time prior to the Borough issuing a Notice to Proceed. The Bidder understands that the bid submitted is a unit price Bid, and is not a guarantee of being awarded the Work for all listed streets.

2. Bidding Documents and Contract Documents

The Bidding Documents include the following:

- Notice/Advertisement
- Instructions to Bidders
- General Terms and Conditions
- Non-Discrimination Notice
- Bidder Affidavit
- Anti-Collusion Affidavit
- MS-944 Form
- Proposal Bond
- Agreement
- Performance Bond
- Payment Bond
- Public Works Employment Verification Form
- Affidavit Regarding Accepting Provisions of the Workman’s Compensation Act
- Specifications
- Notification of Inspection Form
- W-9 Form
- Receipt of Confirmation of Bidding and Contract Documents
- Addenda (if released by Borough)
- Receipt of Addenda (if Addenda is released by the Borough)

3. Copies of Bidding Documents

A complete set of Bidding Documents may be obtained by the Bidder at: Borough of Mercersburg, 113 South Main Street, Mercersburg, PA 17236 for a fee of \$25.

The Bidding Documents may also be obtained electronically at <https://mercensburg.org/news>. **All prospective Bidders who obtained the Bidding Documents electronically must fax a “Receipt of Confirmation” form no later than 10 AM on August 22, 2023 to Melissa Price at (717) 328-3117.**

Complete sets of the Bidding Documents shall be used in preparing the Bid. The Borough does not assume responsibility for any errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

4. **Contractor**

The Successful Bidder will be known as the Contractor. The Successful Bidder to whom a contract is awarded as evidenced by the Agreement will be required to comply with all applicable federal and state laws, rules, regulations, orders and approvals, and all applicable Borough ordinances, rules and regulations.

5. **Qualifications of Bidders**

Upon the Borough's request, a Bidder may be required to provide the Borough with at least three (3) references for similar work or product with applicable contact information within five (5) calendar days after the Bid opening date. These references shall verify that the Bidder has successfully delivered or performed similar projects or commodities.

Each Bid must contain evidence of Bidder's qualification to do business in the Commonwealth of Pennsylvania, or covenant to obtain such qualification prior to and as a condition of the award of the Contract.

No contract will be awarded to any person who is in arrears with the Borough upon debt or contract, or who is in default as surety or otherwise, upon any obligation to said Borough or whose work has heretofore proved unsatisfactory or dilatory.

6. **Examination of Contract Documents and Site**

6.1 It is the responsibility of each Bidder before submitting a Bid to:

6.1.1 Examine and carefully study these Bidding Documents, including but not limited to any addenda;

6.1.2 Visit the site and become familiar with and be satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work;

6.1.3 Consider all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the Work;

6.1.4 Correlate the information known to Contractor, 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; and,

6.1.5 Promptly notify the Borough of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Bidding Documents.

The Borough shall, at its convenience, make facilities accessible to each Bidder for this purpose. Failure to arrange for inspection may disqualify Bidder.

6.2 Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to the Borough by the owners of such Underground Facilities or others, and the Borough does not

assume responsibility for the accuracy or completeness thereof.

6.3 Before submitting a Bid, each Bidder shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Bidding Documents.

7. **Interpretations and Addenda**

Any questions or requests for interpretation of any provision of the Bidding Documents or the Project shall be made to Melissa Price, Borough Manager, at mprice@mercensburg.org at least five (5) days prior to the submission deadline.

The Borough may issue an Addendum if deemed necessary to address or clarify the Bidding Documents prior to the submission deadline. Questions received after five (5) days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral statements, interpretations or clarifications will not be binding or legally effective. A Bidder who fails to acknowledge receipt of any such Addendum with its Bid, as documented in a "Receipt of Addenda" form will be construed as though the Addendum had been received and acknowledged.

8. **Security**

8.1 All bonds shall be in the form prescribed by the Bidding Documents except as provided otherwise by Laws or Regulations and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of this Paragraph 8.1, Contractor shall promptly notify the Borough and, within twenty (20) days after the event giving rise to such notification, provide another bond and surety.

8.2 **Proposal Bonds.** Each Bid must be accompanied by a Bid security made payable to the Borough in an amount of ten percent (10%) of Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached) issued by a surety meeting the requirements of this Paragraph 8. All instruments of Bid security shall be valid and remain in effect for at least one hundred twenty (120) days from the date of the bid opening. Substitute Bid Bond forms are not acceptable.

The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished acceptable Contract bonds and an insurance certificate, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the acceptable Contract bonds and insurance certificate within fifteen (15) days after the Notice of Intent to Award, the Borough may annul the Notice of Intent to Award and the full

amount of the Bid security of that Bidder will be forfeited.

The Borough will return the Bid security and financial information, if any, of all Bidders, except the three apparent lowest responsible, responsive Bidders as determined by the Borough upon evaluation, within thirty (30) days after the date of Bid opening; and upon execution of the Agreement and furnishing of acceptable Contract bonds and insurance certificate by the Successful Bidder, the remaining Bid securities and financial information, if any, of each of the three lowest Bidders will also be returned.

8.3 **Performance and Payment Bonds.** When the apparent Successful Bidder delivers the signed Agreement to the Borough, it must be accompanied by the required PennDOT Performance and Payment bonds on the forms provided in the Bidding Documents. Substitute Bond forms are not acceptable.

Contractor shall furnish performance and payment bonds, each in an amount equal to One Hundred Percent (100%) of the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until two years after the date when final payment becomes due or until completion of the correction period, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents.

9. **Liquidated or Other Damages**

Provisions for liquidated and other damages, if any, are set forth in the Agreement.

10. **Substitutions and "Or Equal" Items**

Bids shall be based on products, materials, equipment and methods covered in the Specifications and shown on any drawings included. When a specification includes the name or names of manufacturer(s), Bids shall be based on a product which: (1) meets all Specification requirements; and (2) is produced by one of the manufacturers specifically named in the Specifications for that particular product.

Requests for substitutions, or for "or Equal" other than those described in the Specifications, will be considered by the Borough if submitted in writing at least five (5) days prior to the Bid opening date. The burden of proof of the merit of the proposed item is upon Bidder. The Borough's decision of approval or disapproval of a proposed item will be final. If the Borough approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

11. **Public Works Employment Verification Act**

The Contractor shall comply with the Pennsylvania Public Works Employment Verification Act (Act 127 of 2012), as it relates to Public Works contractors requiring to verify that newly hired employees are authorized to work in the United States, for certain Public Works contracts estimated to be in excess of One Hundred Thousand Dollars (\$100,000.00). In the event the amount of the bid is in excess of One Hundred Thousand Dollars (\$100,000.00) the Bidder is required to submit a completed Public Works Employment Verification Form to the Borough as a condition of award of the Contract.

12. **Pre-bid Meeting Information**

A pre-bid meeting will be held at 1 p.m. Friday, August 4, 2023 at Borough Hall, 113 South Main Street, Mercersburg, PA 17236. Bidders are encouraged to attend and participate in the conference. Oral statements made at the pre-bid meeting by the Borough, its officers, employees, agents, and consultants may not be relied upon and will not be binding or legally effective. The Borough may

release an Addendum in response to questions arising at the conference if deemed necessary or desirable.

13. **MS 944 Form**

The PennDOT MS-944 Form includes the Proposal and Contract (Attachment 1) for each street included under this Bid, Special Provisions to Contract (Attachment 1-A), and Proposal and Contract Instructions. The Bidder is hereby advised to review the MS-944 form prior to submitting a proposal. The Bidder is required to complete Section B: Proposal, Attachment 1, Attachment 1A, and Special Provisions to Contract and return all MS-944 pages with the submission of their Bid. The Bidder's MS-944 proposal information must be typewritten or printed. Additional information on the MS 944 Forms are located in this section under "Proposal and Contract Instructions – Form 944."

The following should be considered by Bidder with Bid submission:

Tax: Pennsylvania sales tax is **not** to be included in the Bid. A Tax Exemption Certificate will be furnished to the Successful Bidder. The Borough is sales tax exempt. However, the Contractor is not exempt from the obligation to follow appropriate tax laws in the procurement of materials and services used in the performance of this contract. Bidder shall obtain legal advice to determine how and to what extent the Borough's tax exemption may be utilized by the Contractor. The Borough will provide, at the Contractor's request, documentation required to obtain applicable tax exemptions.

Freight: Freight to be prepaid and allowed. For all deliveries, FOB is site location:

PROJECT SITE: Jail House Alley, Meyers Alley, and the Mercersburg Borough Hall parking lot, Mercersburg, PA 17236.

Prevailing Wage: The Agreement will be subject to the Prevailing Minimum Wage Determination established by the Commonwealth of Pennsylvania, Department of Labor and Industry. The Contractor shall therefore pay at least the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act (43 P. S. §§ 165-1 – 165-17), and the regulations issued thereto, to assure the full and proper payment of the rates. Included in the Specifications are duties of the Contractor under the Pennsylvania Prevailing Wage Act as well as the Prevailing Minimum Wage Determinations that therefore may be applicable to this project.

14. **Submission of Bids**

Bids shall be submitted no later than the time and place indicated in the Notice. All bids must be in a sealed envelope clearly marked "Bid for Borough of Mercersburg", bearing the name of the Bidder and "Full Depth Pavement Replacement for Multiple Streets & Parking Lot." If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Please mail bids to Attention: Melissa Price, Borough Manager. The Bidder is solely responsible for delivering Bid to the Borough at the location of, and by the time of, the Bid opening designated in the Notice.

The following completed documents are to be submitted with the Bid and will become a condition of the Bid:

- MS-944 Form
- Bidder Affidavit
- Anti-Collusion Affidavit

- Proposal Bond
- Receipt of Addenda (If Applicable)

Bidders may provide comments to clarify or describe their technical offer, **but Bidders cannot change, modify, delete, alter, amend, or make additions to the wording to any of the Bidding Documents. Unauthorized conditions, exceptions, limitations, or provisions attached to the bid may be cause for rejection of the bid.** Any questions regarding the Bidding Documents shall be submitted as a request for interpretation and the Bidding Documents may only be modified by Addendum issued by the Borough prior to the Bid opening date.

In addition, the Bidder acknowledges and understands that any information received by the Borough may be subject to disclosure pursuant to the Pennsylvania Right to Know Law, 65 P.S. § 67.101 *et seq.*, and the Borough will process any and all requests made pursuant to the Pennsylvania Right to Know Law in accordance with the Right to Know Law.

15. **Modification and Withdrawal of Bids**

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

After the Bid opening, Bidder may withdraw its Bid only by complying with applicable Federal, State, or local laws and regulations. Unless prohibited by such applicable laws and regulations, or if there are no applicable laws and regulations, Bidder shall forfeit the entire amount of Bid security upon withdrawal of its Bid.

After the Bid opening, Bidder may withdraw its Bid, without forfeiture of Bid security, if Bidder submits credible evidence that there is an error in its Bid and such error was a clerical mistake as opposed to a judgment mistake and was due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of the Work; provided: (1) notice of claim of the right to withdraw Bid is made in writing to the Borough within two business days after opening of Bids; and (2) the withdrawal of the Bid will not result in the awarding of the Contract on another Bid of the same Bidder, Bidder's partner, or a corporation or business venture owned by Bidder or in which Bidder has a substantial interest. A Bidder which is permitted to withdraw a Bid shall supply any products or labor to, or perform any subcontract or other Work for, any entity awarded a Contract or subcontract for performance of the Work for which the withdrawn Bid was submitted.

16. **Bids to Remain Subject to Acceptance**

Bids shall remain open for a period of sixty (60) days from the date of Bid opening unless award is delayed by a required approval from a governmental agency, the sale of bonds or notes, or the award of a grant or grants, in which event the Bids shall remain open for a period of one hundred twenty (120) days from the date of Bid opening. The Borough will either award the Contract within the applicable time period or reject all Bids, returning the Bid security to the Bidders. Thirty (30)-day extensions of the date for the award may be made by the mutual written consent of the Borough and the apparent Successful Bidder.

17. **Award of Contract**

The Borough reserves the right, without limitation, to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder, if the Borough believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria

established by the Borough. The Borough also reserves the right to waive all irregularities or informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

The Borough will correct discrepancies in Bidder's mathematical totals. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

In evaluating Bids, the Borough may conduct such investigations as the Borough deems necessary or desirable to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the Borough's satisfaction within the prescribed time. The Borough reserves the right to interview Bidders.

The Borough reserves the right to accept the Bid for all listed streets, one or more of the listed streets, or reject the Bid as to all listed streets, in the Borough's sole discretion, at any time prior to the Borough issuing a Notice to Proceed. The Bidder understands that the bid submitted is a unit price Bid and is not a guarantee of being awarded the Work for all listed streets.

If the Contract is to be awarded, the Borough will give the apparent Successful Bidder a Notice of Intent to Award within the time limits prescribed in Paragraph 16.

The Successful Bidder is required to complete an Internal Revenue Service Form (W-9) providing the Bidder's taxpayer identification number (TIN), address, and if applicable, certification regarding backup withholding. The Successful Bidder must submit a completed W-9 Form along with the executed Agreement. The Borough may waive this provision in the event the Borough is in possession of an accurate and up-to-date W-9 form.

18. Signing of Agreement

When the Borough gives a Notice of Intent to Award to the apparent Successful Bidder, it will be accompanied by three (3) unsigned counterparts each of the Agreement (each with a copy of the Bid submission and, if applicable, a List of Proposed Subcontractors attached), the Payment and Performance Bonds, or other forms of financial security, Affidavit Regarding Accepting Provisions of the Workmen's Compensation Act, W-9 Form, Public Works Employment Verification Form and any other document requested to be completed by the Borough. Within fifteen (15) days thereafter, apparent Successful Bidder shall sign and deliver to the Borough the three (3) signed counterparts of the Agreement accompanied by the executed Performance and Payment Bonds (with a power-of-attorney certificate attached to each) or other forms of financial security, completed W-9 Form, Affidavit RE Accepting Provisions of the Workmen's Compensation Act, completed Public Works Employment Verification Form, required insurance certificate(s) and any other document requested to be completed by the Borough. The Notice of Intent to Award may be withdrawn, at the sole and absolute discretion of the Borough, if the apparent Successful Bidder does not execute, and deliver to the Borough the Agreement, together with the required Performance and Payment Bonds, W-9 Form, Public Works Employment Verification Form, Affidavit Regarding Accepting Provisions of the Workmen's Compensation Act and insurance certificate(s), within fifteen (15) days from the date of the Notice of Intent to Award; Bidder shall be considered in Default, and the full amount of its Bid Bond shall be forfeited.

In the event the successful Bidder (the "Contractor") cannot agree on a completion date for a particular

list of Work and the Borough desires to award the particular list of Work to the next lowest Bidder who can meet the completion date, the Borough will give the next lowest bidder the option of entering into an Agreement for that particular list of Work only in the same manner and according to the same conditions as set forth in this Paragraph 16.

GENERAL TERMS AND CONDITIONS

1. Labor and Equipment

Contractor agrees to furnish all labor, tools, and equipment and to pay all any and all costs and expenses necessary for or in connection with the Work to be completed hereunder in consideration of the payments hereinafter provided to be paid to Contractor by the Borough. The Borough may supply its own operators or may ask Contractor to supply its own operators, as indicated in the Specifications.

2. Inspection of Work or Equipment, Goods, Acceptance

The Borough reserves the right to inspect the Contractor's Work, and direct changes to the Contractor's methods and procedures within the scope of the Contract. Periodic inspections may be performed by the Borough or its agents. The Contractor shall allow the Borough reasonable time to perform such inspections or tests. The Borough shall give prompt notice to the Contractor as to whether the Work appears to be conforming or non-conforming on the basis of any inspections or testing of conformity.

3. Warranty

Contractor warrants and guarantees to the Borough that all Work will be performed and completed in accordance with the Contract Documents and will not be defective. Contractor shall guarantee workmanship against defects or failures for a period of two (2) years after the completion of the Work as evidenced by final payment under Paragraph 5.3 of the Agreement. Neither final payment nor acceptance of the Work shall relieve Contractor of responsibility for failure to comply with the Specifications. Contractor shall remedy any defects in his work that shall appear within a period of two (2) years from completion and acceptance and shall bear the expense of repairing everything that has been destroyed or damaged by such defects.

With respect to breach of warranty claims by the Borough, the Borough shall provide Contractor with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach of warranty has occurred. The Borough shall give Contractor prompt notice of defects that become apparent. Contractor shall have ten (10) days from receipt of the written notice declaring the breach (or such longer period of time as the Borough may grant in writing) within which to cure the alleged breach. These provisions shall be in addition to all other rights and remedies available to the Borough under the Agreement and any applicable laws. In case of an emergency where delay would cause serious loss or damage, the Borough may undertake to have any defects repaired without previous notice to Contractor, and the expense of such repairs shall be borne by Contractor.

Contractor's warranty and guarantee excludes defects or damage caused by normal wear and tear under normal usage. The Borough and its officers, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

4. Permits, Licenses, etc.

All permits, licenses, inspections, ratings, certificates and/or approvals related to the installation of the Work, or delivery of such commodities is the sole responsibility of Contractor and all costs and/or expenses for such should be included in the bid proposal. Failure to obtain and maintain such permits shall constitute a breach of the Contract.

5. Assignment

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment,

no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

6. **Invoices and Payment**

All payments will be processed through the Borough's standard accounts payable system. Upon the completion and inspection of the Borough of all Work set forth in the Notice to Proceed, Contractor shall submit invoices marked NET 30 DAYS. The invoice must include, at a minimum, the quantity and type of item plus unit price. Payments shall be subject to the retainage provisions of Paragraph 5 of the Agreement.

If the Borough objects to any portion of an Invoice, the Borough shall so notify the Contractor in writing within twenty (20) days of receipt of the invoice. The Borough shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by the Borough on all disputed invoiced amounts resolved in the Contractor's favor and unpaid for more than forty-five (45) days after date of the notice of the dispute.

7. **Insurance**

When the apparent Successful Bidder delivers the signed Agreement to the Borough it must be accompanied by the required insurance certificate on the latest version of the ACORD 25 Certificate of Insurance Form. Mercersburg, its elected officials and employees, and the Commonwealth of Pennsylvania Department of Transportation are to be named as an additional insured on the Contractor's Certificate of Insurance. All policies of insurance shown on the Certificate of Insurance shall not be cancelled or materially changed until thirty (30) days prior notice has been given to the Borough. Contractor agrees to furnish an original copy prior to signing and maintain during the term of this Agreement, or until delivery of the goods, commodities, equipment, and/or deliverables is complete and until the Work is completed and approved by the Borough, at Successor Bidder's sole cost and expense, the following minimum types of insurance as specified herein.

Contractor shall maintain Workmen's Compensation insurance for all his employees employed at the site of the project, and in case any Work is sublet, Contractor shall require the subcontractor similarly to provide Workmen's Compensation insurance for all the latter's employees unless such employees are covered by the protection afforded by Contractor.

Contractor shall, at its sole cost and expense, maintain the following the minimum types of insurance as specified herein during the lifetime of the Agreement:

WORKMEN'S COMPENSATION

Statutory limit as required by the Commonwealth of Pennsylvania.

BUSINESS AUTOMOBILE

Covering any automobile (Symbol I).

Bodily Injury Liability and
Property Damage Liability

\$1,000,000 (CSL)

COMMERCIAL GENERAL LIABILITY (CGL)

General Aggregate Limit	\$1,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit	\$ 50,000
Medical Expense Limit	\$ 5,000

The Borough, its elected officers, and employees shall be named an additional insured on the Contractor's CGL policy. In addition, the following language shall be added to the Contractor's commercial general liability ("CGL") policy:

It is hereby agreed and understood that the Commonwealth of Pennsylvania, Department of Transportation, is added to this policy as an additional insured for public liability insurance (including personal injury liability) for at least \$250,000.00 per individual and at least \$1,000,000.00 per occurrence. The Commonwealth of Pennsylvania, Department of Transportation, is added to this policy as an additional insured specifically for all claims, suits and damages arising out of the construction of the improvements that are the subject of **Application No.** _____ submitted to the Department for issuance of a Highway Occupancy Permit.

Before starting Work the Contractor shall furnish to the Borough for its examination and approval such policies of insurance with all endorsements, or a conformed specimen thereof certified by the agent of the insurance company, together with certificates of the insurance company of such insurance, such certificate to provide that insurance company will give the Borough ten (10) days written notice of any cancellation or change in the terms of such policy during the periods of coverage.

8. **Indemnification**

Contractor, and its subcontractors, if any, successors and assigns, its employees, agents, servants, and/or anyone acting under Contractor's control and/or Contractor's direction shall release, hold harmless, and indemnify the Borough, its officers, elected officials, agents, representatives, and employees acting within the scope of their official duties from and against any and all damages, costs, claims, suits, demands and expenses (including but not limited to reasonable attorneys' fees) to the extent caused by the negligent acts, willful misconduct, errors, or omissions of Contractor, its employees, sub-contractors, agents, servants, and/or anyone acting under Contractor's control and/or Contractor's direction, in the performance of the requirements of the Contract. Contractor shall defend any lawsuit commenced against the Borough and shall pay any judgments and costs connected with such proceeding which are based upon the negligent acts or omissions of Contractor or its employees, agents, servants, and/or anyone acting under Contractor's control and/or Contractor's direction. If Contractor is successful in defending such a lawsuit, then the Borough will reimburse Contractor for its costs and expenses associated with such defense only to the extent that such liabilities arise from an action which can be properly brought against the Borough as an exception to governmental immunity in accordance with the Political Subdivision Tort Claims Act, 42 Pa.C.S.A. § 8541 *et seq.* and in accordance with such limits of liability set forth in the Act. This Section 8 shall survive the termination of the Contract.

9. **Taxes**

All taxes of whatsoever kind, nature, and description payable in respect to the performance of this agreement are to be paid by the Contractor unless otherwise provided by law.

10. **Additional Contractor Compliance**

All Work performed under the Contract shall conform with all applicable Federal, State, and local laws

including but not limited to the following, if applicable:

- a. Contractor shall comply with Commonwealth of Pennsylvania Prevailing Wage Act, P.L. 987, as amended, for certain projects that exceed \$100,000.00 or utilize particular grant funding.
- b. Contractor is subject to the provisions of the Pennsylvania Steel Products Procurement Act of 1978, P.L. 6, as amended. The Act and amendments require that the Contractor use or furnish only steel products (as defined in the Act and amendments) which have been produced in the United States.
- c. Contractor is subject to the provisions of Pennsylvania Act 247 of 1972, as amended, relating to the prevention of environmental pollution and the preservation of public natural resources.
- d. Contractor is subject to the provisions of the Pennsylvania Human Relations Act No. 222 of 1955, as amended.
- e. Contractor is subject to the provisions of Pennsylvania Underground Utility Line Protection Act, Act 287 of 1974, as amended by Act 121 of 2008, which requires contractors to notify public utilities prior to starting excavation or demolition work.
- f. Contractor shall comply with the Pennsylvania Public Works Contract Regulation Law, as amended by Act 142 of 1994 as it relates to timely payment by Contractor and Subcontractor to its Subcontractors.
- g. Contractor shall comply with the Antbid-Rigging Act, 62 Pa.C.S.A §4501, *et seq.*
- h. Contractor acknowledges and understands that any information received by the Borough may be subject to the Pennsylvania Right to Know Law, 65 P.S. § 67.101 *et seq.*, and the Borough will process any requests made pursuant to the Pennsylvania Right to Know Law in accordance with the Right to Know Law.

NON-DISCRIMINATION / SEXUAL HARASSMENT CLAUSE

During the term of the Contract, the Contractor (known herein as “Covered Entity”), sub-grantee, contractors, sub-contractors, suppliers, vendors, and professional service providers, agree(s) as follows:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Contract or any grant agreement, subgrant agreement, contract, or subcontract, the Covered Entity, a sub-grantee, a contractor, a subcontractor, or any person acting on behalf of the Covered Entity shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- B. The Covered Entity, any sub-grantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- C. The Covered Entity, any sub-grantee, contractor or any subcontractor shall establish and maintain a written non-discrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Non-discrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
- D. The Covered Entity, any sub-grantee, contractor, or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the Work to which the grant relates.
- E. The Covered Entity and each sub-grantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to non-discrimination and sexual harassment. The Covered Entity and each sub-grantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Covered Entity, any sub-grantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth or Borough, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency, Borough, and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Non-discrimination/Sexual Harassment Clause.
- F. The Covered Entity, any sub-grantee, contractor, or any subcontractor shall include the provisions of this Non-discrimination/Sexual Harassment Clause in every subgrant agreement, contract or

subcontract so that those provisions applicable to sub-grantees, contractors or subcontractors will be binding upon each sub-grantee, contractor or subcontractor.

- G. The Covered Entity's and each sub-grantee's, contractor's, and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Covered Entity and each sub-grantee, contractor and subcontractor shall have an obligation to inform the Borough if, at any time during the term of the Contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- H. The Borough may cancel or terminate the Contract and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Non-discrimination/Sexual Harassment Clause. In addition, the Borough or granting agency may proceed with debarment or suspension and may place the Covered Entity, sub-grantee, contractor, or subcontractor in the Contractor Responsibility File.

Name of Bidder, Corporation, Firm or Individual

By:
Authorized Representative

Please Print Signature

Title

Business Address of Bidder

Phone #

**INSERT PENNDOT
ANTI-COLLUSION AFFIDAVIT**

INSERT MS-944

PROPOSAL AND CONTRACT

ATTACHMENT 1

SPECIAL PROVISIONS TO CONTRACT

PROPOSAL AND CONTRACT INSTRUCTIONS

INSERT CONSTRUCTION PLAN SHEETS

PROPOSAL BOND

BIDDER (Name and Address):

SURETY (Name and Address):

OWNER (Name and Address):

BOROUGH OF MERCERSBURG
113 South Main Street
Mercersburg, PA 17236

PROJECT

**FULL DEPTH PAVEMENT REPLACEMENT FOR
MULTIPLE STREETS & PARKING LOT**

Bid Date:

Project Identification:

General Construction

Contract Number and Identification:

BOND

Date:

Amount:

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 full-face amount of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents, the executed Agreement required by the Bidding Documents, and any Performance Bonds, Payment Bonds, Certificates of Insurance, or other documents required by the Bidding Documents and Contract 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 Bonds, Payment Bonds, Certificates of Insurance, or other documents required by the Bidding Documents and Contract 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).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt of 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 all defenses based on or arising out of any time extension to issue Notice of Award, provided that the time for issuing Notice of Award shall not in the aggregate exceed 120 days from Bid opening 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 Bid opening 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. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the first page 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 the Bond conflicts with any applicable provision of 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.

(If Bidder is an Individual)

Signature of Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

(If Bidder is a Partnership - All General Partners Must Sign)

Name of Partnership

Address of Partnership

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

(If Bidder is a Corporation)

Attest:

Name of Corporation

Signature of Secretary or
Assistant Secretary

Address of Principal Office

(Corporate Seal)

State of Incorporation

Signature of
President or Vice President

Type or print name below each signature.

(Corporation Surety)

Name of Corporation

Address of Office

Signature of Witness

Signature of Attorney-in-fact

Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act on behalf of the corporation.

Type or print name below each signature.

NOTE: Substitute Proposal Bond Form is not acceptable. Failure to submit Bond on this form will be reason for rejection of Bid.

END OF PROPOSAL BOND

AGREEMENT

THIS AGREEMENT (hereinafter, the "Agreement") made this _____ day of _____ 2023 (the "Effective Date") by and between the Borough of Mercersburg, a Municipal Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter the "Borough") and _____ (hereinafter the "Contractor").

WITNESSETH

WHEREAS, the Borough has authorized certain items of Work in connection with "Specifications and Contract Documents for Full Depth Pavement Replacement for Multiple Streets & Parking Lot" (hereinafter the "Specifications"), as required, all in accordance with said Contract Documents as further defined below, attached hereto and made a part herein; and,

WHEREAS, the Contractor has submitted to the Borough a Bid for certain Work in conformity with said Specifications, a copy of which proposal is hereto attached and made a part hereof (hereinafter the "Proposal"); and,

WHEREAS, the Borough, after due consideration and appropriate action, has determined that it is in the best interest of the Borough to award a contract to the Contractor for said Item(s) of Work included in said bid in accordance with the terms and conditions set forth herein.

NOW THEREFORE, the Borough and the Contractor in consideration of the requirements, terms and conditions of said Specifications and the offers, promises and representations made by the Contractor in said Proposal, by each of the parties hereto, on their parts, to be observed and fulfilled, intending to be legally bound do hereby agree as follows:

1. **Recitals**

The above recitals are incorporated herein by reference thereto and made a part of this Agreement.

2. **Contract Documents**

The Contract Documents include the following documents issued under the Specifications: Notice/Advertisement, Instructions to Bidders, General Terms and Conditions, Project Location Map, Non-Discrimination Notice, Bidder Affidavit, Anti-Collusion Affidavit, MS-944 Form including all MS-944 attachments, Construction Plan Sheets for Each Street, Proposal Bond, Receipt of Confirmation of Bidding and Contract Documents (if applicable), any and all Addenda (if applicable), Receipt of Addenda (if applicable), Agreement, Performance Bond, Payment Bond, Public Works Employment Verification Form, Affidavit RE Accepting Provisions of Worker's Compensation Act, Specifications, Notice of Inspection Form, completed W-9 Form and any required attachments or written amendment(s) and Notice to Proceed (hereinafter the "Contract Documents"), which documents are incorporated into this Agreement by reference.

3. **Basis of Agreement**

The parties hereto recognize that the Contract Documents are the basis of this Agreement, and the parties accept the same, and declare that there are no understandings, representations or promises, written or verbal, having any bearing on this Agreement which are not expressed in said Contract Documents and Contractor's Proposal or written in this Agreement.

4. **Scope of Work**

The Contractor agrees to furnish all labor, superintendence, materials, necessary equipment, other utilities and facilities, and to otherwise perform all work and services necessary for or incidental to

and otherwise perform all obligations imposed by this Agreement and to faithfully perform and complete all of said work connected therewith in full and strict conformity with the Contract Documents and this Agreement and to demonstrate and make good any guarantees and warranties therein required and contained, for all of which things faithfully and fully performed and completed for the following items (hereinafter the "Work"):

Item 1: Full Depth Pavement Replacement for Multiple Streets and Parking Lot

5. Payment

5.1. The Borough shall pay and the Contractor shall receive and accept as full payment for the performance of the Contractor's obligations hereunder, the price(s) stipulated in the Proposal hereto attached and in the manner as specified in the Contract Documents and this Agreement, subject to the retainage provisions set forth in this Section 5. All payments will be processed through the Borough's standard accounts payable system.

5.2. Retainage.

5.2.1. The Borough shall withhold ten percent (10%) of the amount of approved invoices until the Work is fifty percent (50%) completed. When the Work is fifty percent (50%) completed, one-half of the amount retained by the Borough will be returned to Contractor; provided that the Borough approves the payment of this portion of the retained amount; and, provided further, that the Contractor is making satisfactory progress and there is no specific cause for greater withholding, as determined by the Borough in its sole and absolute discretion.

5.2.2. After the Work is fifty percent (50%) completed and up to the date of Substantial Completion, subsequent approved invoices shall be paid by the Borough subject to withholding by the Borough of five percent (5%) of each such approved invoice so that the total amount withheld from Contractor shall not exceed five percent (5%) of the value of completed Work based on approved invoices. Substantial Completion shall be the time at which the Work or specified part thereof has progressed to the point where in the sole and absolute opinion of the Borough the Work or a specified part thereof is sufficiently complete in accordance with the Contract Documents, so that the Work can be utilized for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

5.2.3. After the Work is substantially complete, subsequent approved invoices shall be paid, by the Borough, subject to withholding, by the Borough, of an amount equal to one and one-half times the amount required to complete any uncompleted minor items, provided there is no specific cause for greater withholding, as determined by the Borough in its sole and absolute discretion.

5.2.4. In the event that a dispute arises between the Borough and the Contractor, which dispute is based on increased costs incurred by one contractor occasioned by delays or other actions of another contractor, additional retainages in the sum of one and one-half times the amount of any possible liability may be withheld by the Borough in its sole and absolute discretion from the Contractor until such times as a final resolution is agreed to by all parties directly or indirectly involved, unless the contractor causing the additional claim furnishes a Bond in a form, substance and amount satisfactory to the Borough to indemnify the Borough against the claim.

Final Payment.

5.2.5. Final Inspection. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete for the particular list of Work for each written Notice to Proceed, the Borough will promptly make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. Contractor shall perform such Work in accordance with Paragraph 6 below.

5.2.6. Application for Final Payment.

5.2.6.1. After Contractor has, in the sole and absolute opinion of the Borough, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents, and other documents, Contractor may make application for final payment following the procedure for progress payments.

5.2.6.2. The final Application for Payment shall be accompanied by:

5.2.6.2.1.1. An invoice for the Work approved by the Borough;

5.2.6.2.1.2. All documentation called for in the Contract Documents, including but not limited to the evidence of insurance as required;

5.2.6.2.1.3. Consent of the surety, if any, to final payment;

5.2.6.2.1.4. A list of all Claims against the Borough that Contractor believes are unsettled; and

5.2.6.2.1.5. Complete and legally effective releases or waivers (satisfactory to the Borough) of all Lien rights arising out of or Liens filed in connection with the Work.

5.2.6.3. In lieu of the releases or waivers of Liens specified in Paragraph 5.3.2.2.5. and as approved by the Borough, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the Borough might in any way be responsible, or which might in any way result in liens or other burdens on the Borough's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral in a form, substance and amount satisfactory to the Borough to indemnify the Borough against any Lien.

5.2.7. Final Payment and Acceptance.

5.2.7.1. Upon final completion and acceptance of the Work in accordance with Paragraph 5.3.2, the Borough shall pay the remainder of the Contract Price less the amount of liquidated and/or other damages and the amount of any unresolved claims, which have been filed against the Borough in connection with the Work within thirty (30) days of final completion and acceptance of the Work as provided for herein.

5.2.8. Interest.

The final payment if not paid when due in accordance with Paragraph 5.3.3, less any deduction for liquidated and/or other damages or unresolved claims, shall bear interest at the rate of ten percent (10%) per annum or, when the Borough has issued bonds or notes to finance the Project, at the rate of interest of the bond or note issue, whichever is less. No interest will be paid on progress payments.

6. **Contract Times**

6.1. Term: The term of this Agreement shall begin on the Effective Date and terminate at midnight on _____ unless terminated or extended at the Borough's sole and absolute option as provided for herein.

6.2. Contract Times: All time set forth for completion of milestones (if any), substantial completion (if any), and completion as set forth in the Contract Documents are the essence of this Agreement.

6.3. Liquidated Damages: The Borough and Contractor recognize that time is of the essence of this Agreement and that the Borough will suffer financial loss if the Work is not completed within the times specified in Paragraph 6.1 above, plus any extensions thereof. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Borough if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Borough and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the Borough Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified in Paragraph 6.1 above.

6.4. Additional Damages: In addition to the liquidated damages amount(s) specified above under Paragraph 6.3, Contractor also agrees to reimburse the Borough for all administrative, legal, engineering and construction observations costs, associated with Contractor's failure to meet any of the milestones specified above under Paragraph 6.1.

6.5. Alternate Damages: The Borough, at its sole option, may waive liquidated damages as provided in Paragraph 6.3 and elect to recover from Contractor the Borough's actual damages for such delay. Actual damages may include, without limitation, any fines or penalties imposed on the Borough by any regulatory body plus all actual damages suffered by the Borough as a result of such delay including, without limitation, loss of revenue, engineering fees and consultant fees, construction observation fees, and legal fees incurred by the Borough as a result of such delay.

7. **Termination / Suspension**

Should the Contractor fail to perform the Work and/or Services to the satisfaction of the Borough or to comply with any of the provisions of the Agreement or the Contract Documents, the Borough may terminate the Agreement and the Contract for cause upon seven (7) days written notice of intent to terminate to Contractor. Contractor's services will not be terminated if the Contractor begins within seven (7) days of receipt of the notice of intent to terminate to correct and cure the deficiencies set forth

in said notice and it proceeds in a diligent manner to cure such deficiencies within no more than fifteen (15) days of receipt of said notice, unless the Borough in its sole and absolute discretion extends such time to cure in writing.

Notwithstanding the foregoing, the Borough may terminate this Agreement and the Contract without cause and without prejudice to any other right or remedy of the Borough upon ten (10) days' written notice to Contractor.

Contractor may only terminate this Agreement and the Contract in the event the Borough is in default and fails to cure said default within thirty (30) days from the date the Borough receives written notice from Contractor, which said notice shall set forth the alleged default.

In the event that the Borough terminates the Agreement and the Contract as provided for herein, Contractor agrees that Contractor shall not be entitled to, and shall not be paid, an amount of loss of anticipated profits or revenue or other economic loss arising out of and/or resulting from such termination. Contractor agrees that its sole remedy shall be payment for services rendered prior to termination of the Contract, provided however that the Borough may offset any amount owed to the Contractor for services rendered by Contractor prior to termination for any damages, and/or costs suffered and/or incurred by the Borough as a result of any breach or failure by Contractor.

The Borough has the right to suspend performance of the Agreement and the Contract, at any time and without cause, by written notice, upon which the Contractor shall be entitled to an increase in the contract time and contract price caused by the suspension, as determined by the Borough in its sole and absolute discretion.

8. Change Orders

- 8.1. Any alteration, modification, or deviation from the Contract Price, which shall include the moneys payable by the Borough to the Contractor for completion of the Work, materials and/or Services in accordance with the Contract Documents, and/or Contract Times, which shall include the number of days or dates in the Contract Documents to achieve any and all milestones, Substantial Completion, and completion of the Work and/or Services so that it is ready for final payment as further set forth in the Contract Documents and as further identified in Section 6, must be carried out upon written Change Order signed and dated by both the Borough and the Contractor unless otherwise provided for within this Section 8. Change Orders, when signed and executed by the Contractor and the Borough, shall be made part of this Contract. This written authorization must be provided prior to the commencement of any Additional or Extra Work.
- 8.2. Additional Work, which is defined as work of a type already provided by the Contract and for which the Contract has established a unit price, is generally used to describe work arising when alterations in the Work are authorized but do not result in a significant change in the character of the Work as required under the original contract. Prices related to Change Orders for Additional Work are processed as adjustments to a contract unit price.
- 8.3. Extra Work is defined as work arising from changes in quantities or alterations in the Work that results in a significant change in the character of the Work under contract, or work having no quantity or price included in the Contract that is determined by the Borough to be necessary or desirable to complete the Contract. Prices related to Change Orders for Extra Work shall be proposed by the Contractor and negotiated with the Borough.
- 8.4. The Borough Manger, or designee, has the authority to approve all Field Change Orders, which are necessary for the completion of the Contract and do not exceed ten percent (10%) of the

Proposal price. All other Change Orders are deemed Major Change Orders and shall only be approved by Borough Council. The Borough Manager shall make the determination of what is a Field Change Order or Major Change Order.

- 8.5. Contractor shall not be entitled to an increase in the Contract Price or an extension of Contract Times with respect to any work performed that is not required by the Contract Documents except in the case of an emergency, as further discussed in Paragraph 8.9 below.
- 8.6. The Borough shall have sole and absolute discretion to grant a Change Order.
- 8.7. Borough Initiated Change Order. Without invalidating the Contract, the Borough may, at any time or from time to time, order additions, deletions, or revisions in the Work and/or materials by request for Change Order. Upon receipt of any such document, Contractor shall notify the Borough of the entitlement to, if any, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that would result from the Change Order. If a change in Contract Price and/or Contract Time will result, the parties shall agree to such modification in the Change Order. If the parties are unable to agree, the Borough may continue with the Contract as drafted or terminate the Contract.
- 8.8. Contractor Initiated Change Order. Contractor shall promptly notify the Borough with the request for Change Order in the event that the Contractor determines that the following is necessary or desirable: 1) a change of Work and/or Services; or 2) a change of Contract Price or Contract Times. Said request of Change Order shall include the change of work together with any and all modifications to the Agreement including but not limited to changes to the Contract Price and/or Contract Times. The Borough, in its sole and absolute discretion, shall either agree or reject the request for Change Order. In the event that the Borough agrees to the request for Change Order, the parties sign and execute a written Change Order as set forth herein.
- 8.9. Notwithstanding the foregoing, in emergencies affecting the safety or protection of persons or the Work or property at the particular project site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give the Borough prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If the Borough determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Order will be issued.
- 8.10. Contractor shall not be entitled to an adjustment in the Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a subcontractor or supplier shall be deemed to be delays within the control of Contractor. Contractor shall be entitled to an equitable and reasonable adjustment of Contract Times, but not an increase in a Contract Price, for delays related to Force Majeure, abnormal weather conditions, or other causes not the fault of and beyond the control of the Borough and the Contractor.

9. Contractor's Representations

In order to induce the Borough to enter into this Agreement and Contract, Contractor makes the following representations:

- 9.1. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Contract Documents including any applicable "technical data".
- 9.2. Contractor has visited the site and become familiar with and is satisfied as to the general, local,

and site conditions that may affect cost, progress, performance, and furnishing of the Work.

- 9.3. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the Work.
- 9.4. Contractor is aware of the general nature of work to be performed by the Borough and others at the site that relates to the Work as indicated in the Contract Documents.
- 9.5. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 9.6. Contractor has given the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, prior to executing this Agreement, and the written resolution thereof by the Borough is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 9.7. Contractor acknowledges the Borough may apply for other funding assistance for the Work and if such funding is awarded, Contractor and/or subcontractors may be required to submit additional information or documentation, and Contractor and/or subcontractors may be required to adhere to additional criteria necessary to satisfy additional funding requirements.
- 9.8. Contractor is authorized to do business in Pennsylvania and that the person signing on behalf of the Contractor is authorized to bind Contractor to the terms and conditions set forth herein.

10. Subsurface and Physical Conditions and Underground Facilities

The Borough may furnish to the Contractor reports and or drawings known to the Borough relating to subsurface and physical conditions, explorations, tests, and Underground Facilities at or contiguous to the location for which the Work contemplated under this Agreement is to be performed. The Borough makes no warranties or representations regarding the accuracy of such information and Contractor shall not rely on the information as accurate. Contractor acknowledges that such reports and drawings may not be complete for Contractor's purposes. Contractor acknowledges that the Borough does not assume responsibility for the accuracy or completeness of information and data shown or indicated. Underground Facilities shall include underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated, or not shown or indicated with reasonable accuracy, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith identify the owner of such Underground Facility and give written notice to that owner and to the Borough.

11. Existing Utilities

Contractor shall comply with federal, state, and local regulations relating to the requirement to notify utility companies, including any utility owned and operated by the Borough, prior to performing work that has the potential to damage the facilities of such utility companies. Where such utility company facilities are located underground, Contractor shall make arrangements for a utility company representative to locate the underground facilities prior to initiating excavation work. If any utility

company facility is damaged during the Work, Contractor shall immediately notify the affected utility company. If the utility had been correctly located and marked in the field by its owner, Contractor shall be fully responsible for repairing or replacing such damaged facilities, at no cost to the Borough, in accordance with utility company's requirements. If Contractor fails to promptly repair or replace damaged facilities, Borough or utility company may arrange to have the required Work performed by others and the cost of such work will be charged to the Contractor by deduction from a progress payment.

12. Correction of Defective Work

12.1. Prompt notice of all defective Work of which the Borough has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Paragraph 12.

12.2. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, the Borough may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Borough to stop the Work shall not give rise to any duty on the part of the Borough to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

12.3. Correction Period

12.3.1. If within two (2) years after the date of completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents), which shall be evidenced by final payment under Paragraph 5, or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by the Borough is found to be defective, Contractor shall promptly, without cost to the Borough and in accordance with the Borough's written instructions:

12.3.1.1.1. Repair such defective land or areas; or,

12.3.1.1.2. Correct such defective Work; or,

12.3.1.1.3. If the defective Work has been rejected by the Borough, remove it from the Project and replace it with Work that is not defective; and,

12.3.1.1.4. Satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

12.3.2. If Contractor does not promptly comply with the terms of the Borough's written instructions, or in an emergency where delay would cause serious risk of loss or damage, the Borough may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

12.3.3. In special circumstances where a particular item of equipment is placed in continuous service before completion of all the Work, the correction period for that item may start to

run from an earlier date if so provided in the Specifications.

12.3.4. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 12, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

12.3.5. Contractor's obligations under this Paragraph 12 are in addition to any other obligation or warranty. The provisions of this Paragraph 12 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

12.4. Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, the Borough prefers to accept it, the Borough may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to the Borough's evaluation of and determination to accept such defective Work and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to the recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the Borough shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.

12.5. The Borough May Correct Defective Work

If Contractor fails within a reasonable time after written notice from the Borough to correct defective Work, or to remove and replace rejected Work, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, the Borough may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

In exercising the rights and remedies under this Paragraph, the Borough shall proceed expeditiously. In connection with such corrective or remedial action, the Borough may exclude Contractor from all or part of the worksite, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the worksite, and incorporate in the Work all materials and equipment stored at the Site or for which the Borough has paid Contractor but which are stored elsewhere. Contractor shall allow the Borough, the Borough's representatives, agents and employees, the Borough's other contractors, access to the Site to enable the Borough to exercise the rights and remedies under this Paragraph 12.

All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by the Borough in exercising the rights and remedies under this Paragraph 12 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the Borough shall be entitled to an appropriate decrease in the Contract Price. Such claims costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

13. Force Majeure

The Borough, the Contractor, and sub-contractors shall not be held responsible for any delay, default, or nonperformance directly caused by an act of God, unforeseen adverse weather events, accident, labor strike, fire, explosion, riot, war, rebellion, terrorist activity, sabotage, flood, epidemic, act of federal or state government, labor, material, equipment, or supply shortage. Notwithstanding the foregoing, such delays, defaults, or nonperformance shall result from matters that would not be reasonably foreseen by a Contractor exercising reasonable due diligence and/or care.

14. Non-Discrimination

The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the Services of the Contractor to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

15. Assignment

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

16. Remedies

No remedy herein conferred upon any party is exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or provided by law, equity, statute, or unless otherwise stated herein. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other exercise or further exercise thereof. Notwithstanding the foregoing, Contractor waives any and all claims to consequential, incidental, compensatory or punitive damages that may arise out of and/or resulting from this Agreement, including but not limited to loss of anticipated profits or revenue or other economic loss in the event this Agreement is terminated. Further, Contractor agrees that Contractor's sole remedy for any claim arising out of or relating to this Agreement shall be payment for services rendered prior to any termination of the Agreement, provided however that the Borough may offset any amount owed to the Contractor for services rendered by Contractor prior to termination of the Agreement for any damages, and/or costs suffered and/or incurred by the Borough as a result of any breach or failure by Contractor.

17. Governing Law/Venue/Jurisdiction

This Agreement shall be construed according to, be subject to, and be governed by the laws of the Commonwealth of Pennsylvania. Any legal and/or equitable action arising out of or relating to, directly or indirectly, this Agreement shall be filed with the Court of Common Pleas in and for of Franklin County, Pennsylvania.

18. Entire Agreement

This Agreement contains the entire Agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. No modification, amendment, change or addition to this Agreement shall be binding on the parties unless reduced in writing mutually agreed to, and signed by the parties authorized representatives.

19. Successors and Assigns

The Borough and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

20. Severability

If any terms or provisions or portions thereof of this Agreement or application thereof become invalid, the remainder of said term or provision and/or portion thereof of this Agreement shall not be affected thereby; and, to this end, the parties hereto agree that the terms and provisions of this Agreement are severable.

21. Independent Contractors

Any Work to be performed by the Contractor or its sub-contractors, if any, under this Agreement are provided as independent contractors. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. All persons engaged in any of the Work to be performed pursuant to this Agreement shall at all times and places be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it, its employees, and sub-contractors perform the Work. The Contractor does not have the power or authority to bind the Borough in any promise, agreement, or representation unless expressly provided written agreement to do so. The Contractor also hereby represents and warrants that it and any subcontractors has and will continue to maintain all licenses and approvals required to conduct its business and to provide the Work as required pursuant to this Agreement.

22. Disputes

Before any litigation is brought pursuant to this Agreement, the parties hereto agree to submit any dispute between them to mediation. Such mediation shall be a condition precedent to either party instituting litigation unless a stay of an applicable statute of limitations or repose is necessary. Such mediation may be initiated by written request and will occur within thirty (30) days of such request. A mutually agreeable impartial mediator may be retained, if requested by either party, to assist in the mediation process. In the event the parties cannot agree to a mediator, the parties will continue to put forth names for a mutually agreeable time, after which litigation may be commenced in Franklin County Court of Common Pleas if a mediator is not agreed upon. In the event mediation does not result in the successful resolution of the dispute, either party may institute any and all actions necessary to protect their rights at law and/or equity in accordance with this Agreement. No remedy herein conferred upon any party is exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or provided by law, equity, statute, or unless otherwise stated herein. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other exercise or further exercise thereof. Notwithstanding the foregoing, Contractor waives any and all claims to consequential, incidental, compensatory or punitive damages that may arise out of and/or resulting from this Agreement, including but not limited to loss of anticipated profits or revenue or other economic loss in the event this Agreement is terminated. Further, Contractor agrees that Contractor's sole remedy for any claim arising out of or relating to this Agreement shall be payment for services rendered prior to any termination of the Agreement, provided however that the Borough may offset any amount owed to the Contractor for services rendered by Contractor prior to termination of the Agreement for any damages, and/or costs suffered and/or incurred by the Borough as a result of any breach or failure by Contractor.

23. Effective Date

As used herein, the "Effective Date" shall mean the later of the Borough execution date and the Contractor execution date, each of which is set forth on the signature page hereof.

24. Counterparts

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused these present to be executed by their duly authorized officials.

(If Contractor is an Individual)

Signature of Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

Date

(If Contractor is a Partnership – All General Partners Must Sign)

Name of Partnership

Address of Partnership

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

Date

(If Contractor is a Limited Liability Company - All General Partners/Members Must Sign)

Name of Company

Address of Company

Signature of Witness

Signature of General Partner / Member

Signature of Witness

Signature of General Partner / Member

Signature of Witness

Signature of General Partner / Member

Date

(If Contractor is a Corporation)

Attest:

Name of Corporation

**Signature of Secretary or
Assistant Secretary**

Address of Principal Office

(Corporate Seal)

State of Incorporation

**Signature of
President or Vice President**

Date

Attest:

**BOROUGH OF MERCERSBURG
113 South Main Street
Mercersburg, PA 17236**

Borough Secretary

President of Borough Council

Date

[END OF AGREEMENT]

INSERT PENNDOT

PERFORMANCE AND PAYMENT BONDS

INSERT PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

TECHNICAL SPECIFICATIONS

1. All Work performed under this Contract shall be in accordance with PennDOT specifications for Full Depth Pavement Replacement Chemical Stabilization as set forth in Publication 447, Section MS-0370-0035 dated 2014 as well as the PennDOT MS-944 Form.
2. Asphalt wearing course for each street and the parking lot must be applied no more than seven days after Full Depth Pavement Replacement base course and leveling course is applied for each street and the parking lot.
3. Tack coat must be applied between leveling course and asphalt wearing course.
4. To control dust, the Contractor shall furnish daily water application for Full Depth Pavement Replacement base course and leveling course until asphalt wearing course is applied.
5. The Contractor shall furnish surveying to ensure proper slope and curb reveal for Full Depth Pavement Replacement base course and leveling course before asphalt wearing course is applied.
6. The Borough Engineering Department shall furnish vertical and horizontal control points at the site. The Contractor shall be responsible for transferring the information from the control points to the Work area.
7. The Contractor shall furnish, erect, and maintain all necessary barricades and signing commensurate with standard safety practice applicable to on-street construction and in compliance with PennDOT Publication 213.
8. The Contractor shall be responsible for damage to private and public property adjacent to the Work area and for damages to utilities within the Work area.
9. The Borough shall reserve the right to increase or decrease quantities of any bid item at the unit bid price submitted.
10. Manhole frames and covers provided by Borough if necessary. The Contractor is responsible for placement.
11. Disposal of excavated materials is the responsibility of the Contractor.
12. Disposal of millings is the responsibility of the Contractor.
13. The Contractor shall furnish the Borough Manager with the name and telephone number of an individual who shall respond to and correct unsafe conditions within the limitations of the Contract during all non-working hours.
14. The Contractor shall be responsible for purchase, pickup, delivery, and placement of all materials, unless otherwise listed.
15. The Contractor, after starting, must continue working on project until completed unless otherwise agreed to in writing by the Borough.
16. Bidders are urged to arrange for an on-site inspection of this project prior to submitting a bid.
17. The Contractor cannot close the street during construction except with permission of the Borough Manager.
18. Contractor shall provide and place Rough Road signs at each point of entry to the Work Zone.
19. All Work shall be completed by _____.
20. Contractor must contact Melissa Price, Borough Manager, to coordinate locations on Borough-owned private property for staging and delivery of materials.

INSERT NOTICE OF INSPECTION FORM

INSERT W-9 FORM

**Receipt of Confirmation
of
Bidding and Contract Documents**

For

FULL DEPTH PAVEMENT REPLACEMENT FOR MULTIPLE STREETS & PARKING LOT

All prospective Bidders who obtained the Bidding Documents electronically must fax this “Receipt of Confirmation” form no later than 10 a.m., August 22, 2023 to:

Melissa Price, Borough Secretary, at 717-328-3117.

The undersigned confirms receipt of all _____ pages of the bidding and contract documents dated _____ for the project referenced above as posted electronically at <https://mercersburg.org/news>.

Name of Company _____

Name of Recipient _____

Signature of Recipient _____

Title of Recipient _____

Phone No: _____

Fax No: _____

E-mail: _____

Date: _____