

**BIDDING DOCUMENTS**

**FOR**

**ULTRA-THIN BONDED WEARING COURSE, TYPE B, PAVING**

**Contract No. BOC 8 - 19**

**Owner:**

**Borough of Carlisle  
53 West South Street  
Carlisle, PA 17013**

**Owner's Representative:**

**Mark Malarich, P.E.  
(717) 240-6932  
Email: [mmalarich@carlislepa.org](mailto:mmalarich@carlislepa.org)**

**NOTICE**

The Borough Council of the Borough of Carlisle, Cumberland County, Pennsylvania, 53 West South Street, Carlisle, PA 17013, will accept sealed proposals until 1:30 p.m., prevailing time, May 2, 2019 for the following:

**Ultra Thin Bonded Wearing Course, Type B, Paving on Shearer Drive**

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

Bid Proposals will be opened after 1:30 p.m. on May 2, 2019 at the offices of the Borough of Carlisle. Unless all bids are rejected, the lowest responsible bidder may be selected at a public meeting of the Borough Council to be held May 9, 2019 at 7:00 p.m. at the offices of the Borough of Carlisle noted above.

Borough Council reserves the right to reject any or all bids or parts thereof and to waive any defects or irregularities in the best interest of the Borough.

Borough of Carlisle  
Matthew Candland, Borough Manager

## INFORMATION AND INSTRUCTIONS TO BIDDERS

1. All proposals must furnish products and/or materials in strict compliance with those dimensions, quantities and other requirements as noted in the Specifications attached hereto. Under no circumstances will any products or materials be accepted that are different from or in substitution of or for those items and components described in the Specifications.
2. All bids shall be made upon the forms supplied by the Borough of Carlisle (the "Borough") and mailed via U.S. Postal Service or recognized national courier service to Borough of Carlisle, 53 West South Street, Carlisle, PA 17013 or by hand delivered to the Office of the Borough Manager at the above address only between the hours of 8:00 a.m. and 4:00 p.m. weekdays. Sealed bids shall be received in the Office of the Borough Manager up to 1:30 p.m., prevailing time, May 2, 2019. The bid must be properly sealed in an envelope and clearly marked with "Bid: Ultra Thin Bonded Wearing Course Paving" on the envelope. **The bid must include the complete set of Contract Documents with the completed, notarized non-collusion affidavit, completed Employer Verification Form (if applicable), and Bid Proposal completed and containing original signatures.**
3. All bids shall give the proposed price both in words and figures and shall be signed by the Bidder with full name and address. Where bidder is a partnership, the name and address of each partner shall be stated in full and, if a corporation, the state where incorporated.
4. The Borough Council of the Borough of Carlisle reserves the right to reject any and all bids, to accept or reject any part of a bid, to waive any informalities and minor irregularities in the bids and to annul any contract if, in its opinion, there shall be a failure at any time to perform faithfully any of its terms.
5. Bids which contain erasures, alterations, conditional bids, omissions or irregularities may be rejected.
6. The successful bidder agrees, if selected, to furnish evidence of required insurance and the executed Agreement within 10 days of notice of intention of award by the Borough of Carlisle.
7. The successful bidder shall not assign its rights under the bid awarded, in whole or in part, without the prior written approval of Borough Council, which permission can be withheld in Council's sole discretion.
8. All bids shall be accompanied by a bid bond in the same form attached hereto or certified check made payable to the Borough of Carlisle in the amount of ten percent (10%) of the bid. In the event any bidder shall, within 10 days' notice from the Borough of its intention to award the contract, fail to provide evidence of required insurance and the executed Agreement, the bid security provided by that bidder by certified check or bid bond shall be forfeited to the Borough as liquidated damages.
9. In accordance with the Pennsylvania Anti-bid Rigging Act that became law on October 23, 1983, the Borough requires each bidder to complete and return the Non-Collusion Affidavit. The Affidavit is to be completed as follows:

- A. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
  - B. Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself/herself that each statement is true and accurate, making diligent inquiry as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
  - C. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents and an Affidavit must be submitted separately on behalf of each party.
  - D. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid and any other form of bid submitted for the purpose of giving a false appearance of competition.
  - E. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.
10. If the project requires the delivery of any equipment, material(s) or products, all shall be delivered at the successful bidder's expense, free of any liens, encumbrances and security interests.
  11. Upon (a) receipt by the Borough of any equipment, material(s) or products; and (b) confirmation that all materials provided are in full compliance with the requirements of the Specifications, the Borough shall make payment to the successful bidder within 30 days in the amount of the accepted bid amount.
  12. The successful bidder is responsible for being familiar with and to know the location, means of access and all other features and conditions necessary for the successful bidder to make timely delivery of any equipment, material(s) or products. All costs and expenses of delivery of every kind, type or nature shall be the responsibility of the successful bidder. The successful bidder, its agents or representative shall be responsible for securing and properly delivering all items and components in accordance with all federal, state and local laws, regulations, codes and ordinances.
  13. Any bids received after the deadline by which they are to be received are late bids. Such late bids will not be considered, but will be held unopened until the time of award and then returned to the bidder. No responsibility will attach to the Borough of Carlisle for the premature opening of, or the failure to open, a bid not properly addressed and identified. Bids may be withdrawn by written request received from the bidder prior to the time fixed for opening.
  14. The successful bidder warrants and guarantees to the Borough that all materials and items supplied will be new, of good quality and free from faults or defects. All defective items as ascertained by

the Borough shall be replaced to the satisfaction of the Borough prior to payment to the successful bidder.

15. If, after final payment and prior to the expiration of one year after the date of such final payment, any items supplied by the successful bidder are found to be defective, the successful bidder shall promptly, without cost to the Borough, supply the Borough with non-defective items. If the successful bidder fails to supply such items within 60 days' notice, the Borough may supply such items at the cost of the successful bidder. The successful bidder will also be responsible for and pay all costs, fees and attorney fees incurred by the Borough if legal action is initiated against the successful bidder due to the successful bidder's failure to pay such costs and expenses upon demand by the Borough.
16. The Notice, Information and Instruction to Bidders, Non-Collusion Affidavit, Bid Proposal, Bid Bond or certified check deposit, the Agreement and Specifications shall constitute the "Contract Documents", the terms of which shall constitute a binding contract with the successful bidder.
17. Any bid received in excess of \$100,000 shall be subject to:
  - (a) The requirements of the Pennsylvania Prevailing Wage Act and shall be based upon the applicable minimum wage rates as determined by the Secretary of Labor and Industry; and
  - (b) The requirements of the Pennsylvania Public Works Employment Verification Act. **Each bidder must submit to the Borough with the bid an executed verification form as published by the Pennsylvania Department of General Services.** The form and information regarding the requirements of this Act and of federal law with respect to the use of the E-Verify Program are available on the Department of General Services' website.
18. Conflict of Interest Notice and Responsibilities. A conflict of interest may take various forms but exists if a significant financial interest or other opportunities for tangible personal benefit may exert a substantial improper influence upon an employee, contractor or professional. A conflict of interest may exist when there is a divergence between private interests of an employee, contractor or professional and his, her or its obligation to the Borough such that: (i) a reasonable and independent observer might rationally question whether the employee's professional responsibility might be influenced by considerations of gain or financial interest for either the employee, contractor or professional or their family or for other parties; or (ii) a reasonable and independent observer might rationally conclude that the conflict of interest undermines the integrity of any business of the Borough. A conflict of interest encompasses not only situations that are in fact improper, but also situations where a reasonable and independent observer might rationally observe the appearance of impropriety. This includes any potential conflicts of interest that are yet unrealized or that may be perceived by others to be conflicts of interest. For purposes of this notice, the family of any employee, contractor or professional shall include his or her spouse or companion, his or her siblings and their spouses or companions and his or her descendants and their spouses or companions. **All bidders must provide with the bid a listing of current or potential conflicts of interest with respect to providing goods and/or services to the Borough of Carlisle as contemplated by this project.** The successful bidder shall provide notice to the Borough of any actual or potential conflicts of interest that exist or arise in the course of providing goods and/or services to the Borough of Carlisle.

19. The Borough reserves the right to revise or amend any specifications prior to the date scheduled for bid opening. In the event plans and/or specifications are revised or amended, such revisions or amendments will be provided by use of an addendum which will be provided to all prospective bidders.
20. The successful bidder shall supervise and direct the work efficiently and with its best skill and attention. The bidder shall be solely responsible for the means, methods, techniques, sequences and procedures of work and shall be responsible to see that the finished work complies with the Contract Documents and applicable permits as required.
21. The successful bidder shall provide only competent, suitably trained and qualified personnel to perform the work as required by the Contract Documents and shall furnish all materials, equipment, labor, transportation, machinery, tools, fuel, power, sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work. All materials, products and equipment to be installed shall be new and shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the manufacturer, except as otherwise expressly provided in the Contract Documents.
22. The successful bidder shall be fully responsible for all acts and omissions of its subcontractors and of persons and organizations directly or indirectly employed by them. Nothing in the Contract Documents shall create any contractual relationship between the Borough and any Borough agent or employee and any subcontractor or other person or organization having a direct contract with the successful bidder, nor shall it create any obligation on the part of the Borough or any Borough agent or employee to pay or to see to the payment of any monies due any subcontractor or any person or organization working for the successful bidder. All subcontractors will be subject to the approval by the Borough. There shall be no substitution of subcontractors without prior approval and knowledge of the Borough once a subcontractor list is approved.
23. The successful bidder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the delivery and shall comply with all requirements and regulations of OSHA, State, and local governments pertaining to such work. The successful bidder shall be responsible for erecting any necessary signage and/or barriers to keep others from entering any work areas, subject to coordination with the Borough.
24. The successful bidder shall, as a condition of award of the contract, provide evidence of the following insurance coverage, which insurance coverage shall be maintained during the course of work on the project:
  - A. Commercial General liability - \$1,000,000 per occurrence and \$3,000,000 in the aggregate;
  - B. Workers' Compensation, in statutory limits required by Pennsylvania;Each policy shall be endorsed to provide the Borough with 30 days' notice of cancellation and the Borough shall be listed as an additional insured for all insurance noted above except for workers' compensation insurance.
25. The successful bidder shall comply with the provisions of the following Acts, as amended from time to time, as applicable: Act of Mach 23, 1978, (P.L. 6, No. 3) known as the "Steel

Procurement Act”; Act of October 28, 1983 (P.L. 176, No. 45), known as the “Antibid-Rigging Act”; Act of December 20, 1967 (P.L. 869, No. 385), known as the “Public Works Contractors’ Bond Law”; Act of August 15, 1961 (P.L. 987, No. 442), known as the “Pennsylvania Prevailing Wage Act”; Act of November 26, 1978 (P.L. 1309, No. 317), known as the “Award and Execution of Public Contract Law”; Act of February 17, 1994 (P.L. 73, No. 7), known as the “Contractor and Subcontractor Payment Act”; Act of January 23, 1974 (P.L. 9, No. 4), referred to as the “Public Contract Bid Withdrawal Act”; Act of April 4, 1984 (P.L. 193, No. 40), known as the “Motor Vehicle Procurement Act”; and Act of December 29, 1970 (P.L. 91-596), referred to as the “Occupational Safety and Health Act of 1970”.

Any steel products used or supplied in performance of the Contract Documents or any subcontracts shall be from steel made in the United States.

26. The successful bidder shall insure, indemnify and hold harmless the Borough and its Council members, officers, employees, appointees and agents from and against any and all claims, suits, causes of action, losses, expenses and liabilities of any kind or nature, including attorney’s fees (and any attorney’s fees incurred in enforcing this provision) in any way arising or resulting from or in any way related to negligent, reckless and/or intentional acts by the successful bidder in providing services or materials to or for the Borough under the Agreement and Contract Documents, including, but not limited to, claims, losses, fines, damage to property and bodily injury or death to persons. This provision will survive termination or expiration of the Agreement.
27. All questions must be submitted electronically to Mark Malarich, P.E. [mmalarich@carlislepa.org](mailto:mmalarich@carlislepa.org) no later than 4:00 p.m., April 26, 2019. No questions will be addressed via phone calls. Responses to all questions received will be sent electronically to all bidders on record no later than 3:00 p.m. April 30, 2019.





understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Borough of Carlisle of the truth relating to the submission of bids for this contract.

Signature: \_\_\_\_\_

Name:

Position/Title:

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Notary Seal:

**NOTE:** The above Notary's acknowledgment must be completed, signed and Notary seal placed.

**BID PROPOSAL**

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

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

Ultra Thin Bonded Wearing Course, Type B, Paving

in strict accordance with the Contract Documents, within the time and conditions set forth therein, and at the price(s) stated below.

By submission of this Bid Proposal, the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that this Bid has been made independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

<b>Road Segment to be Paved</b>	<b>Estimated Quantity (sy)</b>	<b>Unit Price (\$/sy)</b>	<b>Total Price (\$)</b>
Shearer Drive, from railroad tracks east to Industrial Drive	5,880		
<b>Total Bid</b>			

Bid quotation must be made both in figures and words.

TOTAL BID ( figures ) : \_\_\_\_\_

TOTAL BID ( words ) : \_\_\_\_\_

Respectfully submitted:

By \_\_\_\_\_

(printed)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

(Seal)

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

Communications concerning this Bid Proposal shall be addressed to:

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

If Bidder is:

An Individual:

By \_\_\_\_\_ (SEAL)  
(Individual's Name)

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

Business address: \_\_\_\_\_

Phone No. : \_\_\_\_\_

A Partnership:

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_

Phone No. : \_\_\_\_\_

A Corporation:

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

\_\_\_\_\_  
(State of Incorporation)

By: \_\_\_\_\_ (SEAL)  
(Name of Person Authorized to Sign)

\_\_\_\_\_  
(Title) (Corporate Seal)

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

(Secretary)

Business Address: \_\_\_\_\_

\_\_\_\_\_  
Phone No.: \_\_\_\_\_

A Joint Venture:

By: \_\_\_\_\_ (SEAL)  
(Name)

Address: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
(Name)

Address: \_\_\_\_\_

\_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_

\_\_\_\_\_

as Principal, and \_\_\_\_\_,

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

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

Ultra Thin Bonded Wearing Course, Type B, Paving

in strict accordance with permits, technical specifications and all other provisions attached hereto, or otherwise referenced or inferred to be applicable.

NOW, THEREFORE,

- (a) If said bid shall be rejected, or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver an agreement in the form required by the Contract Documents (properly completed in accordance with said bid) and shall furnish a bond for its faithful performance of said agreement, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void. Otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

IN WITNESS WHEREOF, this instrument is executed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Attest: \_\_\_\_\_ (SEAL)

Witness: \_\_\_\_\_

Surety

Attorney-in-fact\*: \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_

Attest: \_\_\_\_\_ (SEAL)

Witness: \_\_\_\_\_

\*Power of attorney must be attached.

NOTICE OF INTENT TO AWARD

TO:

PROJECT DESCRIPTION: Ultra Thin Bonded Wearing Course, Type B, Paving

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Borough of Carlisle

By: \_\_\_\_\_  
Matthew Candland, Borough Manager

ACCEPTANCE OF NOTICE OF INTENT TO AWARD

Receipt of the above Notice of Intent to Award is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_

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

Title: \_\_\_\_\_

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

AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, by and between the  
BOROUGH OF CARLISLE, Cumberland County, Pennsylvania, hereinafter called "OWNER" and \_\_\_\_\_

\_\_\_\_\_ ,  
doing business as (an individual) or (a partnership) or (a corporation), hereinafter called  
"CONTRACTOR".

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

1. The Contractor will complete the work of the project by October 15, 2019 unless the period for completion is otherwise extended by the Contract Documents.
2. Terms used in the Agreement which are defined in the General Conditions, if included in the Contract Documents, shall have the meanings indicated in the General Conditions.
3. The term "Contract Documents" means and includes the following, but shall not be limited to:
  - A. Notice
  - B. Information and Instructions to Bidders
  - C. Specifications
  - D. Non-Collusion Affidavit
  - E. Bid Proposal
  - F. Bid Bond or other bid security
  - G. Notice of Intent to Award
  - H. Notice to Proceed
  - I. Agreement
4. The Contractor agrees to complete the project as described in the Contract Documents as shown on the Bid Proposal, for the unit price amount provided on the Bid Form.
5. Upon completion and settlement of all claims, the Owner will pay the entire contract price.
6. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents, and specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.
7. Contractor acknowledges and agrees that certain records and documents in the possession of Contractor pertaining to or in any way relating to the contract, services and/or materials provided or supplied by Contractor to or for the benefit of Owner may be considered a "public record" as that term is defined under the Pennsylvania Right-To-Know Law, Act 3 of 2008. Contractor agrees that Contractor shall make available and provide all such documents and records to Owner



for photocopying or reproduction in appropriate medium by Owner that Owner shall, in its sole discretion, determine are a "public record" in the event an appropriate written request under the Right-To-Know Law for such documents or records is made to the Owner. Contractor further agrees that the obligations of Contractor under this paragraph shall survive the termination or expiration of this Agreement.

8. The Contract Documents constitute the entire Agreement between the Owner and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.
9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

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

OWNER:

CONTRACTOR:

BOROUGH OF CARLISLE

By \_\_\_\_\_

By \_\_\_\_\_

Matthew Candland

(Printed)

\_\_\_\_\_  
(Printed)

Borough Manager

(Title)

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

53 W. South Street

(Address)

\_\_\_\_\_  
(Address)

Carlisle, PA 17013

(717) 249-4422

\_\_\_\_\_  
(Telephone)

NOTICE TO PROCEED

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
PROJECT:  
\_\_\_\_\_  
Contract No.

You are hereby notified that the above Contract has been awarded to you and you are to commence work in accordance with the Agreement dated \_\_\_\_\_, on or before \_\_\_\_\_, and you are to complete all work by October 15, 2019

Borough of Carlisle

By \_\_\_\_\_

Printed Matthew Candland

Title Borough Manager

You are required to return an acknowledgment of this Notice to Proceed to the Borough of Carlisle, 53 W. South Street, Carlisle, PA 176013.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

By \_\_\_\_\_

Printed \_\_\_\_\_

Title \_\_\_\_\_

## **BOC 8 – 19 PROJECT DESCRIPTION**

This work will take place on Shearer Drive in Carlisle Borough, Cumberland County, Pennsylvania and will consist of the construction of a polymer-modified emulsified asphalt membrane (UTWCEM) immediately overlaid with an ultra-thin bonded wearing course of hot-mix asphalt concrete (UTBWC). The membrane and wearing course will be applied in one pass of a single paving machine and shall be placed within five (5) seconds of each other.

- a. Submit Quality Control Plan and Job Mix Formula to Borough Engineer for approval at least ten (10) days prior to placement of material
- b. Mill paving notches at limits of work, along driveways, and at other locations specified by the Borough Engineer no more than twenty four (24) hours before paving commences.
- c. Paving at minimum average depth and material application rate for Type B UTBWC specified in Penn DOT Pub 408 and other applicable publications. Paving must be completed in no more than two (2) passes unless otherwise permitted by Borough Engineer.
- d. Manholes, water valve and gas valve box lids must be adjusted to within 3/8 inches below final street grade. Risers and replacement lids will be provided at no cost to the contractor.
- e. Pavement must be sealed along curbs, around manholes and valve box lids, and across interface with adjoining existing blacktop within 48 hours of completion of the paving operation.
- f. Contractor shall be responsible for traffic control in accordance with Penn DOT Publication 213.
- g. Contractor shall place No Parking signs, to be provided by Carlisle Borough at least 48 hours before milling or paving.

## **PROJECT SCHEDULE**

Prior to construction of the ultra-thin bonded wearing course, the Borough of Carlisle will oversee or perform the replacement of pedestrian access ramps to ADA standards, the replacement of deficient curbs, the improvement of substandard water or sewer lines, repair of substandard storm water inlets, and roadway base repair. Borough crews will also crack seal the street. It is anticipated this work will be completed by early to mid- July, and the UTBWC can be placed anytime thereafter. All project activities must be completed by October 15, 2019.

It is anticipated the Notice to Proceed will be issued on or about May 13, 2019.

## PROJECT SPECIFICATIONS

1. All materials and labor related to this project shall strictly comply with the most recent applicable standards of Penn DOT and FHWA. No part of these bid documents is intended or shall be construed to conflict with, alter, supersede, diminish or otherwise negate any pertinent provision of said Penn DOT and FHWA standards.
2. Documentation to verify compliance with Penn DOT standards is required for all materials installed during this project. This includes, but is not limited to Certificate of Compliance Form CS-4171, and delivery tickets.
3. The contractor shall be fully responsible for traffic control throughout the project. Strict adherence to current provisions of MUTCD and Publication 213 shall be required at all times.
4. ALL lane closures or restrictions must be reported daily to the Cumberland County Emergency Communications Center (717) 243-4121.
5. Prior to paving, the contractor shall post No Parking signs, which will be provided by Carlisle Borough, along the street to be paved, at least 48 hours prior to paving. The contractor shall be responsible for assuring the accuracy of the information on the signs, and for prompt removal of the signs when the street is re-opened.
6. Pavement depth on the entire road surface, including areas around manholes, valve box lids, inlet grates, and all other appurtenances must meet the minimum depth requirements.
7. All aspects of the paving project must be performed in full compliance with all applicable Penn DOT standards and specifications.
8. Certification slips, and delivery tickets must be provided for all material placed during the project.
9. The paving plan must be approved by the Borough Engineer prior to commencement of paving.
10. After contract award, a mandatory pre-construction meeting will be scheduled.
11. The contractor must provide a minimum of ten (10) days notification before starting work.
12. The contractor may not park or store vehicles or equipment on Borough roadways overnight or on weekends.
13. The contractor may request to store equipment and materials at the Carlisle Borough Field Operations Facility, located at 7 E. Garland Drive.
14. Pavement must be sealed along curbs, around manholes and valve box lids, and across interface with adjoining existing blacktop within 48 hours of completion of the paving operation with Penn DOT-approved sealant.
15. All workmanship must be guaranteed for at least one year after project acceptance. Within that time period, the contractor shall remediate, at no cost to the Borough, any defects or flaws related to contract work. Within the second year, months 13 to 24 after acceptance, the contractor shall provide a 50 % warranty which shall obligate the contractor to repair any and all defects to the satisfaction of the Borough Engineer at a cost to the Borough which shall not exceed 50 % of the original and agreed upon 2019 bid unit price.
16. All work, must be completed no later than October 15, 2019.

## SPECIAL PROVISIONS

1. To protect the motoring public and minimize inconvenience to properties most directly impacted by this project, the contractor must schedule and coordinate the work, including traffic control, with consideration of the local circumstances and traffic patterns. Every reasonable effort shall be made to communicate and cooperate with the access needs of properties which rely on access via Shearer Drive. Carlisle Borough will assist, as deemed necessary, with communication and coordination with trucking interests in this area.
2. Payment will be based on total square yards of road surface paved.
3. Pedestrian ramp upgrades to ADA standards will include drainage considerations. The contractor shall use the depressed portion of the ramp curb as a guide for pavement grade.
4. The contractor shall take whatever means necessary to ascertain that a continuous, smooth paving mat is placed and properly compacted over the entire road surface, regardless of curb irregularities, overhanging trees, or any other obstacles.
5. The contractor will be responsible to verify that delivery trucks which have discharged their loads do not empty clods, clumps or other mix irregularities onto the surface about to be paved. In no circumstance shall such irregularities, or any foreign materials be permitted to be covered over with new material.
6. No overspray from diesel fuel or any other solvent shall be permitted on the road surface, prior to or after paving.
7. Carlisle Borough will sweep the street within a 72 hour period before paving operations.
8. A job mix formula shall be presented to the Borough Engineer for review and approval at least 14 days prior to the commencement of paving.
9. Paving notches cannot be made more than 24 hours prior to the placement of pavement.

## PAY ITEMS

### 1. Ultra thin bonded wearing course, Type B

Description. Paving an ultra thin bonded wearing course, Type B, to consist of a polymer-modified emulsified asphalt membrane (UTWCEM) immediately overlaid with a bonded wearing course of hot-mix asphalt concrete (UTBWC). The membrane and wearing course will be applied in one pass of a single paving machine and shall be placed within five (5) seconds of each other. The pavement shall meet minimum application rates and depth requirements as specified in Penn DOT Publication 408, and shall be placed over the entire road surface, including around manholes, valve box lids, inlets and any other existing appurtenances. Paving notches, application of sealant, traffic control and all other tasks necessary to ensure highest quality application of the wearing course shall be considered incidental work.

Measurement and payment. Square yard.