



Borough of Chambersburg

*A full service municipality in Franklin County
celebrating over 65 years of consumer owned natural gas service
over 100 years of community electric and a
regional wastewater, water, and municipal solid waste utility*

NOTICE OF RECEIPT

I have received the Addendum #1 for the Proposal, Specifications, and Contract for Manual Bituminous Patching on Borough Streets

Company

Contact Person

Date Received

Manual Bituminous Patching On Borough Streets (Addendum #1)

In accordance with the requirements of the "Instructions to Bidders," this Addendum shall be attached to and become a part of the Contract Documents for the above referenced project.

1. **The Agreement, Section 6, Contract Times, Paragraph 6.1 should be revised accordingly:**

6.1. Contract Times/Date of Completion. Throughout the term of this Agreement, the Borough shall set the work to be completed and the time for completion. The Borough will provide written Notice(s) to Proceed to Contractor, which said Notice to Proceed shall include the following:

a. Date of Issuance;

b. A list of the work to be completed including the location of each street area requiring manual bituminous patching; and

c. Date of Completion. Each area requiring a patch must be completed within 5 business days from the date when work begins. In no case will an area requiring a patch be left incomplete for more than 5 business days and in no case will an area requiring a patch with wearing course be left without wearing course for more than one (1) business day.

(See attached Agreement)

2. **The Specifications Sheet, Paragraph 18 should be revised accordingly:**

18. From time to time throughout the term of the Agreement, the Borough shall provide written Notice(s) to Proceed to the Contractor which contains a list of the work to be completed including the location of each street area requiring manual bituminous patching. Each area requiring a patch must be completed within 5 business days from the date when work begins. In no case will an area requiring a patch be left incomplete for more than 5 business days and in no case will an area requiring a patch with wearing course be left without wearing course for more than one (1) business day. The Contractor shall pay the Borough \$1,000.00 for each business day that work associated with each area requiring a patch is not completed accordingly.

(See attached Specifications Sheets)

3. **MS-944 Form; Utility Patching of 2017 and 2018 FDR Streets**

Page 4, shall be listed as an alternate to the bidding contract. Please list the cost per square yard to "Supply and Place Superpave 25.0mm PG 64-22 Base Course 0.0 to 0.3 million ESAL SRL-M 5" depth"

The Borough reserves the right to accept or reject this alternate. The Borough reserves the right to consider this alternate in determining the lowest responsible bidder. This does not modify the formula for determining the amount of the Proposal bond.

(see Attached MS-944 form)

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20 ____, by and between the Borough of Chambersburg, a municipal corporation of the Commonwealth of Pennsylvania, (hereinafter the "Borough"), and _____ (hereinafter the "Contractor").

WITNESSEH

WHEREAS, the Borough has authorized certain items of work in connection with "Specifications and Contract Documents for **Manual Bituminous Patching on Borough Streets** (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 decided to award a contract to the Contractor for said Item(s) of work included in said bid (hereinafter the "Agreement").

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, 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 title "**Specifications and Contract Documents for Manual Bituminous Patching on Borough Streets**": Notice / Advertisement, General Terms and Conditions, Non-Discrimination Notice, Bidder Affidavit, Anti-Collusion Affidavit, Proposal Bond, Receipt of Confirmation of Bidding and Contract Documents (if applicable), any and all Addenda (if applicable), Receipt of Addenda (if applicable), the Contractor's completed MS-944 Form (the "Proposal"), Agreement, Performance Bond, Payment Bond, Affidavit RE Accepting Provisions of the Workers' Compensation Act, and Specifications (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

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: Manual Bituminous Patching on Borough Streets

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.

5.2 Final Payment for work performed according to the particular list of work for each written Notice to Proceed shall be pursuant to Paragraph 6 below.

5.2.1 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.

5.2.2 Application for Final Payment.

5.2.2.1 After Contractor has, in the sole 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.

5.2.2.2 The final Application for Payment shall be accompanied by:

- a. an invoice for the work performed and approved by the Borough;
- b. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance as required;
- c. consent of the surety, if any, to final payment;
- d. a list of all Claims against the Borough that Contractor believes are unsettled; and
- e. 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.

5.2.2.3 In lieu of the releases or waivers of Liens specified in Paragraph 5.2.2.2e 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 satisfactory to the Borough to indemnify the Borough against any Lien.

5.2.3 Final Payment and Acceptance.

Upon final completion and acceptance of the Work in accordance with Paragraph 5.2.1, the Borough shall pay the Contract Price for the work performed pursuant to Paragraph 6 below 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.

5.3 Interest.

The final payment if not paid when due in accordance with Paragraph 5.2.3, 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. **Contract Times/Date of Completion.** Throughout the term of this Agreement, the Borough shall set the work to be completed and the time for completion. The Borough will provide written Notice(s) to Proceed to Contractor, which said Notice to Proceed shall include the following:
 - a. Date of Issuance;
 - b. A list of the work to be completed including the location of each street area requiring manual bituminous patching; and
 - c. Date of Completion. Each area requiring a patch must be completed within 5 business days from the date when work begins. In no case will an area requiring a patch be left incomplete for more than 5 business days and in no case will an area requiring a patch with wearing course be left without wearing course for more than one (1) business day.
- 6.2. **Inspection of Work.** Contractor, upon completion of the list of work as included in the Notice to Proceed, shall schedule an inspection of each individual street patch listed in the Notice to Proceed prior to the Date of Completion. In the event that any street patch fails inspection, Contractor agrees to take any and all necessary and/or requested actions of the Borough to ensure that each street patch passes inspection within five (5) business days from the date of the initial inspection of the street patch.
- 6.3. **Time is of the Essence.** The time for completion of all work contemplated in this Section, including but not limited to the work to be completed in each written Notice issued by the Borough is deemed to be of the essence and a material part of this Agreement.
- 6.4. **Payment.** The payment for work associated with each written Notice issued by the Borough will be made in accordance with the provisions of Section 5 of this Agreement.
- 6.5. **Liquidated Damages.** As set forth above in Section 6.3 above, the Borough and Contractor recognize that time is deemed of the essence and that the Borough will suffer financial loss if the Work to be Completed in each written Notice to Proceed is not completed by the Date

of Completion as set forth in each written Notice to Proceed. The parties recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Borough if the Work in each written Notice to Proceed is not completed, which shall be defined as inspected and approved by the Borough according to the terms of this Agreement, by the Date of Completion as set forth each written Notice. Therefore, 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 One Thousand Dollars (\$1,000.00) for each calendar day that all the Work to be Completed in accordance with each respective written Notice to Proceed is not completed by the Date of Completion.

- 6.6 **Additional Damages.** In addition to the liquidated damages amount(s) specified above in Section 6.5, Contractor also agrees to be fully responsible for and reimburse the Borough for all administrative, legal, engineering, construction, inspection costs, and/or any other costs associated with Contractor's failure to meet any of the Date of Completion as set forth in any and all of the written Notice to Proceed of the Borough as set forth herein.
- 6.7 **Alternate Damages.** The Borough, at its sole option, may waive liquidated damages as provided in Section 6.5 above and elect to recover from Contractor the Borough's actual damages for such delay. Actual damages may include, without limitation, any fines and/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 but not limited to loss of revenue, engineering fees, consultant fees, construction fees, inspection 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 twenty-four (24) hours written notice of intent to terminate to Contractor. Contractor's services will not be terminated if the Contractor begins within twenty-four (24) hours 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 five (5) 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. Contractor's Representations

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

- 8.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Contract Documents including any applicable "technical data".
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 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.

9. Subsurface & Physical Conditions and Underground Facilities

The Borough may furnish to 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.

10. 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.

11. Correction of Defective Work

11.1 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 10.

11.2 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.

11.3 Correction Period

11.3.1 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 5.2 for each Written Notice to Proceed, 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' written instructions:

11.3.1.1 repair such defective land or areas; or

11.3.1.2 correct such defective Work; or

11.3.1.3 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

11.3.1.4 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.

- 11.3.2 If Contractor does not promptly comply with the terms of the Borough' 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.
- 11.3.3 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.
- 11.3.4 Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced, 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.
- 11.3.5 Contractor's obligations under this Paragraph are in addition to any other obligation or warranty. The provisions of this Paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

11.4 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.

11.5 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 (7) 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 Site, 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 Site, 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' 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.

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 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.

12. 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.

13. Non-Discrimination

Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the Services of 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.

14. 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 otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other exercise or further exercise thereof.

15. Governing Law/Venue

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 taken involving this Agreement shall be filed with the Court of Common Pleas in and for Franklin County, Pennsylvania.

16. 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.

17. 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.

18. 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.

19. Interpretation

The parties have had the opportunity to review this Agreement with their respective legal counsel and therefore, the parties agree that this Agreement shall not be construed against or in favor of either party as the drafter of this Agreement.

20. 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 sub- contractors 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.

21. 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 CHAMBERSBURG

100 South 2nd Street

Chambersburg, PA 17201

Jamia L. Wright
Borough Secretary

Allen B. Coffman
President of Town Council

Date

END OF AGREEMENT

SPECIFICATIONS

1. The work under this Contract shall be performed throughout the 2017 construction season for areas scheduled by the Highway Department for manual bituminous patching as well as areas requiring patching for utility ditches for the streets below that are scheduled for reconstruction in 2017 and 2018.

Alexander Ave. (Roland Ave. to Norland Ave.)
Blanchard Ave. (Cumberland Ave. to Garfield St.)
Catherine St. (Railroad Highline to Water St.)
Garfield St. (S. Fourth St. to Cleveland Ave.)
Kraiss Ave. (S. Fourth St. to Coldbrook Ave.)
Liberty St. (Railroad Highline to Water St.)
McKinley St. (S. Second St. to S. Main St.)
Montgomery Ave. (Fifth Ave. to Seventh St.)
Park Ave. (Scotland Ave. to Edgar Ave.)
Paul Ave. (S. Fourth St. to Fifth St.)
Sixth St. (Lincoln Way East to Montgomery Ave.)

At the time when these bid specifications were prepared, there are approximately 25 areas on streets and 20 areas on alleys scheduled by the Highway Department for manual bituminous patching through this contract. Utility ditches for the streets scheduled for reconstruction in 2017 and 2018 will be temporarily restored and tamped with dirty stone to receive manual bituminous patching through this contract within 5 business days from the date when the contractor is notified by the Engineering Department. More patches may be added as determined by the Borough in its sole and absolute discretion. It is expected that work will begin in May 2017 and must be completed by October 31, 2017. Any extensions will be decided by the Borough in its sole and absolute discretion and as according to Paragraph 6.3 of the Agreement. The Borough may withhold payment for Work completed after October 31, 2017 at the sole discretion of the Borough. Failure to complete the work may invalidate the Contractor's eligibility for future Borough contracts.

2. Areas scheduled by the Highway Department for manual bituminous patching will be milled to a depth of 7 inches, filled with 5 inches of base course and 2 inches of wearing course and then sealed.
3. Utility ditches will be excavated of 5 inches of dirty stone, mechanically tamped and then filled with 5 inches of base course.
4. In no case will an area requiring a patch be left incomplete for more than 5 business days and in no case will an area requiring a patch with wearing course be left without wearing course for more than 1 business day.
5. All base and wearing course work performed under this Contract shall be in accordance with PennDOT specifications as set forth in Publication 408, Section 450 as well as the Special Provisions to Contract MS-944 (Attachment 1-A). Where there is a conflict, PennDOT Publication 408 and will govern.
6. The Contractor shall furnish all supervision, labor, equipment and tools necessary to perform the work in accordance with these Specifications and references.
7. The Contractor shall be responsible for damages to adjacent roadway, curbing, sidewalks or any private or public property within or adjacent to the work site.
8. The Contractor shall provide traffic control as required under PennDOT Publication 203, entitled "Work Zone Traffic Control."

9. Contractor shall provide and place Rough Road signs at each point of entry to the Work Zone.
10. Water for sawing operations may be obtained from Borough fire hydrants whenever such hydrants are available, otherwise, the Contractor shall furnish water supply.
11. For all work that involves saw cutting, a storm water filter sock must be placed around all storm sewer inlets that could potentially be affected by run-off from the saw cutting operation or precipitation runoff.
12. Any variations from these Specifications shall require approval by the Borough prior to proceeding with such variations.
13. Disposal of excavated materials is the responsibility of the Contractor. No excavated materials are to be taken to the Borough Farm.
14. The Contractor shall purchase and supply all materials necessary to perform the work under this Contract.
15. The Borough shall monitor the work performed by the Contractor and shall document data pertinent to future analysis of durability of work performed.
16. The use of a hydro-hammer or other pavement-breaking devices other than jackhammer shall be at the discretion of the Borough Engineering Office.
17. The Contractor shall maintain a record of all areas where work is completed.
- 18. From time to time throughout the term of the Agreement, the Borough shall provide written Notice(s) to Proceed to the Contractor which contains a list of the work to be completed including the location of each street area requiring manual bituminous patching. Each area requiring a patch must be completed within 5 business days from the date when work begins. In no case will an area requiring a patch be left incomplete for more than 5 business days and in no case will an area requiring a patch with wearing course be left without wearing course for more than one (1) business day. The Contractor shall pay the Borough \$1,000.00 for each business day that work associated with each area requiring a patch is not completed accordingly.**
19. Payments for the work associated with each written Notice to Proceed shall only be made after completion and inspection by the Borough of the work associated with that particular written Notice to Proceed.

