

SPECIFICATIONS, PROPOSAL, AND CONTRACT

For the performance of work in the Borough of Chambersburg for the following:

**ASBESTOS REMOVAL AT POLICE STATION
100 S 2ND STREET, CHAMBERSBURG, PA**

ISSUED

January 20, 2022

Quotes for **Asbestos Removal at Police Station 100 S 2nd Street, Chambersburg, PA** as covered by attached specifications must be received by Town Council of the Borough of Chambersburg before **2:30 p.m., legal time, Tuesday, February 08, 2022** at the office of the Borough Secretary, 100 South Second Street, Chambersburg, Pennsylvania 17201.

TOWN COUNCIL OF THE BOROUGH OF CHAMBERSBURG

For further information please contact:

Lance D. Anderson, Water/Sewer Department Superintendent
landerson@chambersburgpa.gov

NOTICE – SEEKING PROPOSALS

The Borough of Chambersburg is accepting proposals for:

Asbestos Removal at Police Station 100 S 2nd Street, Chambersburg, PA

A complete proposal packet may be obtained from:

Jamia L. Wright, Borough Secretary
Borough of Chambersburg
100 South Second Street
Chambersburg, PA 17201
Phone: (717) 251-2437
www.chambersburgpa.gov

The Town Council intends to award one contract to the overall lowest responsible Proposer, as determined by Town Council in the best interest of the Borough of Chambersburg at the February 14, 2022 regularly scheduled meeting of Town Council.

A Proposal Bond in the amount of ten percent (10%) of the estimated bid price is required to be accompanied with a Bid. A Performance and Payment Bond, each in the amount of one hundred percent (100%) of the estimated contract price, shall be required from the Successful Bidder. An non-collusion affidavit is required for this Bid. The Contract will be subject to Pennsylvania Prevailing Wage rates as determined by the PA Department of Labor and Industry.

Proposals shall be submitted only on the enclosed Proposal Form included in the Proposal Documents. While Proposers may make comments to clarify their proposal, Proposers cannot change, modify, delete, or make additions to the wording to any of the Proposal Documents. Unauthorized conditions, exceptions, limitations, or provisions attached to a proposal may be cause for rejection of the proposal. Alterations by erasure or interlineation must be explained or noted in the proposal over the signature of the Proposer. Any questions regarding the Proposal Documents shall be submitted as Requests for Interpretation and the Proposal Documents may only be modified by Addendum issued by the Borough prior to the Proposal opening date.

The Town Council of the Borough of Chambersburg reserves the rights to reject any or all proposals; to waive any defects, errors, omissions, irregularities, or informalities in a Proposal or the Proposal procedure; and to accept any Proposal which it may deem to be for or in the best interest of the Borough of Chambersburg.

Proposals will be received at the above address until 2:30PM, on Tuesday, February 08, 2022. Any Proposal received after said date and time will be returned unopened. All proposals must be in an envelope clearly marked "Proposal for Borough of Chambersburg", bearing the name of the proposer and "**Asbestos Removal at Police Station 100 S 2nd Street, Chambersburg, PA**". If the Proposal is sent through the mail or other delivery system, the envelope shall be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face of it. Please mail proposals to Attention: Jamia L. Wright, Borough Secretary. **Proposals must be printed single-sided.**

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

INSTRUCTIONS TO PROPOSERS

1. Project Overview

The Borough of Chambersburg (the “Borough”) is seeking proposals from qualified Proposers for the following project (the “Work”) and as further described in the Specifications herein:

Asbestos Removal at Police Station 100 S 2nd Street, Chambersburg, PA.

The Borough intends to award one (1) contract at the February 14, 2022 regularly scheduled meeting of Town Council.

2. Proposal Documents

The Proposal Documents include the following documents:

- Instructions to Proposers
- General Terms and Conditions
- Specifications
- Non-Discrimination Notice
- Proposer Affidavit
- Non-Collusion Affidavit
- Proposal
- Proposal Bond
- Agreement
- Receipt of Confirmation of Proposal 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 Chambersburg, 100 S. Second Street, Chambersburg, PA 17201

The Bidding Documents may also be obtained electronically at www.chambersburgpa.gov. All prospective bidders who obtained the Bidding Documents electronically must fax a “Receipt of Confirmation” form no later than 9:00 AM on Wednesday, February 02, 2022 to Jamia Wright at (717) 261-3240. 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 (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 Proposer

At 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.

Submission of financial information is not required with the proposal, however, the Borough reserves the right to request such information within five (5) calendar days after the proposal opening date.

Each proposal must contain evidence of Proposer'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 for the Contract.

No proposal will be accepted from, nor will any Agreement 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. Interpretations and Addenda

Any questions or requests for interpretation of any provision of these Proposal Documents shall be made to Lance Anderson, Water/Sewer Department Superintendent, landerson@chambersburgpa.gov.

The Borough may issue an Addendum if deemed necessary by the Borough to address or clarify the Proposal Documents prior to the submission deadline. Only questions answered by formal written Addenda will be binding. Oral statements, interpretations, or clarifications will not be binding or legally effective.

7. Security

7.1 All bonds shall be in the form and substance prescribed by the Bidding Documents except as provided otherwise by Laws and/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 conduct business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of this Section 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.

7.2 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 Section. 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 insurance certificate, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish 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

7.3 Performance and Payment Bonds. When the apparent Successful Bidder delivers the signed Agreement to the Borough, it must be accompanied by the required 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 one year 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.

8. Liquidated or Other Damages

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

9. Site Visits

All contractors who intend to submit a proposal are encouraged to visit the Borough Utility Building, located at 100 S. Second Street, Chambersburg, PA 17201, to examine and become familiar with the general site conditions in order to submit a proposal that suits the needs of the Borough. Any contractor wishing to schedule a site visit must contact Paul Cashell at pcashell@chambersburgpa.gov at least three (3) days prior to the desired site visit to schedule the visit.

10. Proposal Form

The price of each item on the Proposal form must be stated in numerals and, if required, in words. Subject to the Borough's right to correct a Proposer's mathematical totals, a discrepancy between the word and numeral for a particular item will be resolved in favor of the word.

The Proposal Form of an individual must be signed by the individual person. The Proposal of a partnership must state the names of each partner and it must be signed by at least one partner. The Proposal of a corporation must show the State of incorporation and must be signed by the President or Vice President. All names must be typed or printed below each signature. The following should be considered by the Proposer with Proposal submission, if applicable:

Tax: Pennsylvania sales tax is **not** to be included in the proposal. Tax exemption certificate will be furnished to the Contractor. 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 Agreement. The Proposer may 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.

11. Substitutions and "Or Equal" Items

Proposals shall be based on products, materials, equipment and methods, covered in the Specifications and shown on any drawings, if included. When a specification includes the name or names of manufacturer(s), proposals shall be based on a product which: (1) meets all Specification requirements, including but not limited to specific catalogues, model numbers, trade names; and (2) is produced by one of the manufacturers specifically named in the Specifications for that particular Product.

12. Submission of Proposals

Proposals shall be submitted no later than the time and place indicated in the Notice. All proposals must be in an envelope clearly marked "Proposal for Borough of Chambersburg", bearing the name of the Proposer and "**Asbestos Removal at Police Station 100 S 2nd Street, Chambersburg, PA**". If the Proposal is sent through the mail or other delivery system, the envelope shall be enclosed in a separate envelope with the notation "**PROPOSAL ENCLOSED**" on the face of it. Please mail proposals to Attention: Jamia L. Wright, Borough Secretary. The Proposer is solely responsible for delivering the

proposal to the Borough at the location of, and by the time of, the proposal opening designated in the Notice. **Proposal must be printed single-sided.**

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

- Proposal
- Proposer Affidavit
- Non-Collusion Affidavit
- 10% Bid Bond
- Public Works Employment Verification Form
- Receipt of Addenda (if applicable)

Proposers may provide comments to clarify or describe their technical offer, but Proposers cannot change, modify, delete, or make additions to the wording to any of the Proposal Documents.

It is the responsibility of each Proposer before submitting a Proposal to:

- A. examine and carefully study the Proposal Documents, including any Addenda or Memorandum and the related data identified in the Proposal Documents;
- B. become familiar with and satisfy Proposer as to all federal, state, and local Laws and Regulations that may affect cost, progress, or the performance of the Work;
- C. become aware of the general nature of Work to be performed by the Borough and others at the site(s) that relate to the Work as indicated in the Proposal Documents
- D. promptly give the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer discovers in the Proposal Documents and confirm that the written resolution thereof by the Borough is acceptable to Proposer; and
- E. determine that the Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the Work.

13. Modification and Withdrawal of Proposals

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

After the Proposal opening, Proposer may withdraw its Proposal only by complying with applicable Federal, State, or local laws and regulations.

14. Proposals 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.

15. Award of Contract

The Borough reserves the right, without limitation, to reject any or all Proposals, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Proposals and to reject the Proposal of any Proposer, if the Borough believes that it would not be in the best interest of the project to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer 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 Proposer.

The Borough will correct discrepancies in Proposer's mathematical totals.

In evaluating Proposals, the Borough may conduct such investigations as the Borough deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications, and financial ability of Proposers, proposed sub-contractors, suppliers, and other persons and organizations to perform and furnish the Goods in accordance with the Proposal Documents to the Borough's satisfaction within the prescribed time. The Borough reserves the right to interview Proposers.

If the Contract (the "Agreement") is to be awarded, the Borough will give the apparent successful Proposer a Notice of Intent to Award.

16. Signing of Agreement

When the Borough gives a Notice of Intent to Award to the apparent successful Proposer, it will be accompanied by two (2) unsigned counterparts of the Agreement (each with a copy of the Proposal submission) plus the Payment Bond and Performance Bond, if required. Within fifteen (15) days thereafter, apparent successful Proposer shall sign and deliver to the Borough the two (2) signed counterparts of the Agreement accompanied by the executed Payment and Performance Bonds, if required, (with a power-of-attorney certificate attached to each). The Agreement may be cancelled, at the discretion of the Borough, if the apparent successful Proposer does not execute, and deliver to the Borough, the Agreement and insurance certificate(s), within fifteen (15) days from the date of the Notice of Intent to Award.

GENERAL TERMS AND CONDITIONS

1. Labor and Equipment

The Contractor agrees to furnish all labor, tools, and equipment and to pay all expenses necessary for or in connection with the Work to be done hereunder in consideration of the payments hereinafter provided to be paid to the Contractor by the Borough.

2. Inspection of Work or Goods

The Borough reserves the right to inspect the Contractors Work, Goods, or other deliverables, and direct changes to the Contractor's methods and procedures within the scope of this Contract. Periodic inspections will be performed by the Borough or its agents.

3. Termination

Should the Contractor fail to perform the Work to the satisfaction of the Borough or to comply with any of the provisions of the Agreement, the Borough may terminate this agreement upon twenty-four (24) hours written notice to the Contractor. This contract may be cancelled by either party upon thirty (30) days written notice. In addition, the Borough has the right to suspend performance of the Agreement, 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.

4. Warranty

The Contractor shall guarantee workmanship against defects or failures for a period of one (1) year after the completion of the Work, as evidenced by final payment for projects that include construction or delivery. Neither final payment nor acceptance of the Work shall relieve the Contractor of responsibility for failure to comply with these specifications. The Contractor shall remedy any defects in the Work that shall appear within a period of one (1) year from completion and acceptance, and shall bear the expense of repairing everything that has been destroyed or damaged by such defects.

5. Notice of Defect

The Borough shall give the Contractor prompt notice of defects that become apparent. In the case of subpar Goods, Contractor must immediately replace deliverables. 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 the Contractor, and the expense of such repairs shall be borne by the Contractor.

6. Assignment

The Contractor shall not sublet this Agreement or any portion of it without first obtaining the written consent of the Borough. The Contractor shall not obligate the Borough to make any payments to another party for, or in behalf of the Borough, without the approval of the Borough.

7. Invoices and Payment

All payments will be processed through the Borough's standard accounts payable system. The Contractor Invoices should be marked NET 30 DAYS. Contractor shall submit invoices in a timely manner upon completion of work with all time and material costs broken down per rates as agreed upon.

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.

8. Delivery

All items must be delivered FOB Point of Destination.

9. Insurance

Unless otherwise specified, the Contractor shall, at its sole cost and expense, maintain the following minimum types of insurance as specified herein. The Borough of Chambersburg, its officers and employees, are to be named as additional insured on all policies required herein, except Workmen’s Compensation. The insurance shall provide for at least thirty (30) days prior written notice to be given to the Borough in the event the insurance is materially changed, canceled, or non-renewed. 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.

A. WORKMEN’S COMPENSATION – Statutory limit as required by the Commonwealth of Pennsylvania.

B. BUSINESS AUTOMOBILE – Covering Any Automobile (Symbol I)

Bodily Injury Liability and
Property Damage Liability \$1,000,000 (CSL)

C. COMMERCIAL GENERAL LIABILITY (CGL)

General Aggregate Limit \$2,000,000
Products-Completed Operations Aggregate Limit \$2,000,000
Personal & Advertising Injury Limit \$1,000,000
Each Occurrence Limit \$1,000,000
Fire Damage Limit \$1,000,000
Medical Expense Limit \$ 5,000

10. Indemnification

The Contractor and its sub-contractors, if any, 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 damages, costs, and expenses (including reasonable attorneys’ fees) to the extent caused by the negligent acts, errors, or omissions of the Contractor, its employees, sub-contractors, agents, servants, and/or anyone acting under the Contractor’s control and/or the Contractor’s direction, in the performance of the requirements of this Agreement. The 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 the Contractor or its sub-contractors. If the Contractor is successful in defending such a lawsuit, then the Borough will reimburse the 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, along with payment for any withheld invoices.

11. 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.

12. 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.

13. Compliance with Laws

All Work performed under this Agreement shall conform with all applicable Federal, State, and local laws.

- A. The Commonwealth of Pennsylvania Prevailing Wage Act, 43 P.S. §165-1 *et seq.*, for certain public works projects where the estimated cost of the total project is in excess of Twenty Five Thousand Dollars (\$25,000.00).
- B. The Public Works Contractors' Bond Law of 1967, 8 P.S. § 191 *et seq.*, relating to required bonds for certain contracts.
- C. Pennsylvania Act 247 of 1972, as amended, relating to the prevention of environmental pollution and the preservation of public natural resources.
- D. The Pennsylvania Human Relations Act No. 222 of 1955, as amended.
- E. 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.
- F. The Pennsylvania Antibiid-Rigging Act, 73 P.S. 1611 *et seq.*, regarding contracts for the purchase of equipment, goods, services or materials or for construction or repair let or to be let by a government agency.
- G. The Pennsylvania Public Works Employment Verification Act (Act 127 of 2012), requiring contractors to verify that newly hired employees are authorized to work in the United States, for certain public works projects where the estimated cost of the total project is in excess of Twenty Five Thousand Dollars (\$25,000.00).

SPECIFICATIONS

Project: Asbestos Removal at Police Station 100 S 2nd Street, Chambersburg, PA

All asbestos containing materials (ACMs) as documented in the included report shall be removed by a Commonwealth of Pennsylvania licensed asbestos contractor in accordance with all applicable Federal, State, and local regulations. The project scope shall include the following:

- Removal and disposal of ~ 8,700 square feet of asbestos containing floor tile and mastic, ~ 1,184 square feet of asbestos containing joint compound, and ~ 141 linear feet of asbestos containing window glazing from 1st, 2nd and basement area of the police building 100 South Second St., Chambersburg, PA 17201.
- Regarding flooring materials, the contractor will remove the flooring material and glue (as noted above) but will not be responsible for preparing the floor for the installation of new material.
- A final air clearance read by an independent 3rd party lab is required upon completion.
- All work is to be performed during regular business hours (Monday through Friday between 7:00am and 5:00pm) unless otherwise approved by the owner.
- All labor is to be performed by licensed and certified workers.
- Waste shall be manifested and disposed of in an EPA regulated landfill
- All required notifications shall be properly filed.
- All state, local, and federal regulations shall be followed.
- All work is to be completed within 6 weeks of Award.

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project Name:	Asbestos Removal at Police Station 100 S 2nd Street Chambersburg, Pa
Awarding Agency:	Borough of Chambersburg
Contract Award Date:	2/14/2022
Serial Number:	22-00407
Project Classification:	Heavy/Highway
Determination Date:	1/18/2022
Assigned Field Office:	Harrisburg
Field Office Phone Number:	(717)787-4763
Toll Free Phone Number:	(800)932-0665
Project County:	Franklin County

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 22-00407 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/26/2017		\$32.00	\$26.51	\$58.51
Asbestos & Insulation Workers	7/2/2018		\$32.80	\$26.76	\$59.56
Asbestos & Insulation Workers	7/2/2019		\$33.80	\$27.26	\$61.06
Asbestos & Insulation Workers	6/29/2020		\$34.80	\$28.01	\$62.81
Asbestos & Insulation Workers	6/28/2021		\$35.80	\$28.26	\$64.06
Asbestos & Insulation Workers	7/27/2022		\$35.80	\$30.01	\$65.81
Asbestos & Insulation Workers	6/26/2023		\$35.80	\$32.01	\$67.81
Asbestos & Insulation Workers	7/1/2024		\$35.80	\$34.06	\$69.86
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2017		\$28.52	\$18.22	\$46.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2018		\$29.52	\$18.22	\$47.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	1/1/2019		\$29.26	\$18.48	\$47.74
Boilermakers	1/1/2018		\$46.26	\$33.36	\$79.62
Boilermakers	3/1/2018		\$45.89	\$33.73	\$79.62
Boilermakers	1/1/2019		\$45.51	\$34.11	\$79.62
Boilermakers	8/1/2019		\$47.21	\$34.11	\$81.32
Boilermakers	1/1/2021		\$49.32	\$34.90	\$84.22
Boilermakers	1/1/2022		\$50.17	\$35.30	\$85.47
Bricklayer (Pointer, Cleaner, Caulker, Cement Mason, Plasterer, Tile Setter)	5/1/2018		\$28.15	\$22.45	\$50.60
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2017		\$32.54	\$16.06	\$48.60
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2018		\$32.95	\$16.45	\$49.40
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2019		\$33.43	\$16.87	\$50.30
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/3/2020		\$33.99	\$17.31	\$51.30
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2021		\$34.62	\$17.78	\$52.40
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2018		\$28.51	\$15.27	\$43.78
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2019		\$29.11	\$15.92	\$45.03
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2020		\$29.93	\$16.39	\$46.32
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2021		\$30.77	\$16.89	\$47.66
Carpenters	6/1/2017		\$27.93	\$14.79	\$42.72
Cement Finishers	5/1/2017		\$27.20	\$22.45	\$49.65
Cement Masons	5/1/2019		\$29.05	\$22.50	\$51.55
Cement Masons	5/1/2020		\$29.85	\$22.70	\$52.55
Cement Masons	5/1/2021		\$30.70	\$22.85	\$53.55
Dockbuilder, Pile Drivers	1/1/2016		\$32.03	\$17.53	\$49.56
Drywall Finisher	5/1/2017		\$23.30	\$12.39	\$35.69
Drywall Finisher	5/1/2019		\$23.82	\$14.27	\$38.09
Drywall Finisher	5/1/2020		\$23.94	\$15.30	\$39.24

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 22-00407 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Drywall Finisher	5/1/2021		\$29.65	\$20.74	\$50.39
Electricians	6/1/2017		\$30.00	\$23.06	\$53.06
Electricians	6/1/2018		\$30.60	\$23.63	\$54.23
Electricians	6/1/2019		\$31.60	\$24.37	\$55.97
Electricians	6/1/2020		\$32.50	\$25.20	\$57.70
Electricians	6/1/2021		\$33.50	\$25.94	\$59.44
Elevator Constructor	1/1/2017		\$43.98	\$31.89	\$75.87
Elevator Constructor	1/1/2018		\$45.35	\$33.00	\$78.35
Elevator Constructor	1/1/2019		\$46.80	\$34.13	\$80.93
Elevator Constructor	1/1/2020		\$48.33	\$39.11	\$87.44
Elevator Constructor	1/1/2021		\$49.95	\$40.35	\$90.30
Glazier	5/1/2017		\$25.63	\$11.45	\$37.08
Glazier	5/1/2018		\$25.63	\$11.95	\$37.58
Glazier	5/1/2019		\$25.63	\$12.45	\$38.08
Glazier	5/1/2020		\$25.63	\$12.95	\$38.58
Glazier	5/1/2021		\$25.63	\$13.45	\$39.08
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	1/1/2017		\$30.02	\$29.42	\$59.44
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2020		\$33.76	\$30.13	\$63.89
Iron Workers	7/1/2019		\$32.76	\$29.88	\$62.64
Iron Workers	5/1/2021		\$28.91	\$22.99	\$51.90
Iron Workers	11/1/2021		\$29.16	\$23.24	\$52.40
Laborers (Class 01 - See notes)	1/1/2018		\$18.47	\$16.49	\$34.96
Laborers (Class 01 - See notes)	1/1/2019		\$19.47	\$17.29	\$36.76
Laborers (Class 01 - See notes)	1/1/2020		\$20.47	\$17.29	\$37.76
Laborers (Class 01 - See notes)	1/1/2021		\$21.47	\$17.29	\$38.76
Laborers (Class 01 - See notes)	1/1/2022		\$23.81	\$17.29	\$41.10
Laborers (Class 01 - See notes)	1/1/2023		\$25.31	\$17.29	\$42.60
Laborers (Class 01 - See notes)	1/1/2024		\$26.31	\$17.79	\$44.10
Laborers (Class 02 - See notes)	1/1/2018		\$18.62	\$16.49	\$35.11
Laborers (Class 02 - See notes)	1/1/2020		\$21.22	\$17.29	\$38.51
Laborers (Class 02 - See notes)	1/1/2021		\$22.22	\$17.29	\$39.51
Laborers (Class 02 - See notes)	1/1/2022		\$26.06	\$17.29	\$43.35
Laborers (Class 02 - See notes)	1/1/2023		\$28.06	\$17.29	\$45.35
Laborers (Class 02 - See notes)	1/1/2024		\$29.56	\$17.79	\$47.35
Laborers (Class 02 - see notes)	1/1/2019		\$20.22	\$17.29	\$37.51
Laborers (Class 03 - See notes)	1/1/2018		\$18.72	\$16.49	\$35.21
Laborers (Class 03 - See notes)	1/1/2019		\$20.32	\$17.29	\$37.61
Laborers (Class 03 - See notes)	1/1/2020		\$21.32	\$17.29	\$38.61
Laborers (Class 03 - See notes)	1/1/2021		\$22.32	\$17.29	\$39.61
Laborers (Class 03 - See notes)	1/1/2022		\$25.66	\$17.29	\$42.95
Laborers (Class 03 - See notes)	1/1/2023		\$27.66	\$17.29	\$44.95
Laborers (Class 03 - See notes)	1/1/2024		\$28.66	\$17.79	\$46.45
Laborers (Class 04 - See notes)	1/1/2018		\$17.47	\$16.49	\$33.96

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 22-00407 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 04 - See notes)	1/1/2019		\$18.47	\$17.29	\$35.76
Laborers (Class 04 - See notes)	1/1/2020		\$19.47	\$17.29	\$36.76
Laborers (Class 04 - See notes)	1/1/2021		\$20.47	\$17.29	\$37.76
Laborers (Class 04 - See notes)	1/1/2022		\$22.81	\$17.29	\$40.10
Laborers (Class 04 - See notes)	1/1/2023		\$24.31	\$17.29	\$41.60
Laborers (Class 04 - See notes)	1/1/2024		\$25.31	\$17.79	\$43.10
Landscape Laborer (Skilled)	1/1/2018		\$21.01	\$15.31	\$36.32
Landscape Laborer (Skilled)	1/1/2020		\$21.64	\$16.98	\$38.62
Landscape Laborer (Tractor Operator)	1/1/2018		\$21.31	\$15.31	\$36.62
Landscape Laborer (Tractor Operator)	1/1/2020		\$21.94	\$16.98	\$38.92
Landscape Laborer	1/1/2018		\$20.59	\$15.31	\$35.90
Landscape Laborer	1/1/2020		\$21.22	\$16.98	\$38.20
Marble Mason	5/1/2017		\$29.27	\$15.62	\$44.89
Marble Mason	5/1/2018		\$29.88	\$16.01	\$45.89
Marble Mason	5/1/2019		\$30.46	\$16.43	\$46.89
Marble Mason	5/1/2020		\$31.02	\$16.87	\$47.89
Marble Mason	5/1/2021		\$31.55	\$17.34	\$48.89
Millwright	5/1/2017		\$33.79	\$18.16	\$51.95
Millwright	5/1/2018	4/30/2019	\$34.41	\$18.64	\$53.05
Millwright	5/1/2019	4/30/2020	\$35.30	\$18.90	\$54.20
Millwright	5/1/2020		\$36.04	\$19.31	\$55.35
Operators (Class 01 - see notes)	7/1/2017		\$30.17	\$17.42	\$47.59
Operators (Class 01 - see notes)	7/1/2018		\$30.72	\$18.12	\$48.84
Operators (Class 01 - see notes)	7/1/2019		\$31.27	\$18.82	\$50.09
Operators (Class 01 - see notes)	7/1/2020		\$31.87	\$19.57	\$51.44
Operators (Class 01 - see notes)	7/1/2021		\$32.47	\$20.32	\$52.79
Operators (Class 02 -see notes)	7/1/2017		\$26.45	\$17.42	\$43.87
Operators (Class 02 -see notes)	7/1/2018		\$26.75	\$18.12	\$44.87
Operators (Class 02 -see notes)	7/1/2019		\$27.05	\$18.82	\$45.87
Operators (Class 02 -see notes)	7/1/2020		\$27.45	\$19.57	\$47.02
Operators (Class 02 -see notes)	7/1/2021		\$27.85	\$20.32	\$48.17
Operators (Class 03 - See notes)	7/1/2017		\$25.30	\$17.42	\$42.72
Operators (Class 03 - See notes)	7/1/2018		\$25.50	\$18.12	\$43.62
Operators (Class 03 - See notes)	7/1/2019		\$25.70	\$18.82	\$44.52
Operators (Class 03 - See notes)	7/1/2020		\$26.00	\$19.57	\$45.57
Operators (Class 03 - See notes)	7/1/2021		\$26.30	\$20.32	\$46.62
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2016		\$23.65	\$16.77	\$40.42
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2016		\$22.65	\$16.77	\$39.42
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2016		\$22.20	\$16.77	\$38.97
Painters Class 1 (see notes)	5/1/2017		\$23.47	\$13.32	\$36.79
Painters Class 1 (see notes)	5/1/2018		\$23.92	\$14.37	\$38.29
Painters Class 1 (see notes)	5/1/2019		\$24.57	\$15.22	\$39.79

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 22-00407 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Painters Class 1 (see notes)	5/1/2020		\$25.30	\$15.99	\$41.29
Painters Class 1 (see notes)	5/1/2021		\$25.84	\$16.50	\$42.34
Painters Class 2 (see notes)	5/1/2017		\$25.60	\$13.32	\$38.92
Painters Class 2 (see notes)	5/1/2018		\$26.05	\$14.37	\$40.42
Painters Class 2 (see notes)	5/1/2019		\$26.70	\$15.22	\$41.92
Painters Class 2 (see notes)	5/1/2020		\$27.43	\$15.99	\$43.42
Painters Class 3 (see notes)	5/1/2017		\$31.35	\$13.32	\$44.67
Painters Class 3 (see notes)	5/1/2018		\$31.80	\$14.37	\$46.17
Painters Class 3 (see notes)	5/1/2020		\$33.18	\$15.99	\$49.17
Pile Driver Divers (Building, Heavy, Highway)	1/1/2018		\$50.33	\$18.55	\$68.88
Pile Driver Divers (Building, Heavy, Highway)	1/1/2019		\$51.45	\$19.30	\$70.75
Pile Driver Divers (Building, Heavy, Highway)	1/1/2020		\$53.10	\$19.70	\$72.80
Pile Driver Divers (Building, Heavy, Highway)	1/1/2021		\$54.75	\$20.10	\$74.85
Pile Driver Divers (Building, Heavy, Highway)	1/1/2022		\$56.40	\$20.50	\$76.90
Piledrivers	1/1/2018		\$33.55	\$18.55	\$52.10
Piledrivers	1/1/2019		\$34.30	\$19.30	\$53.60
Piledrivers	1/1/2020		\$35.40	\$19.70	\$55.10
Piledrivers	1/1/2021		\$36.50	\$20.10	\$56.60
Piledrivers	1/1/2022		\$37.60	\$20.50	\$58.10
Plasterers (Use Cement Finisher Rates)	5/1/2018		\$25.88	\$20.58	\$46.46
Plasterers	5/1/2017		\$25.03	\$20.58	\$45.61
Plasterers	5/1/2019		\$26.73	\$20.63	\$47.36
Plasterers	5/1/2020		\$27.48	\$20.83	\$48.31
Plasterers	5/1/2021		\$28.33	\$20.98	\$49.31
Plumber/Pipefitter	5/1/2016		\$35.22	\$23.61	\$58.83
Plumber/Pipefitter	5/1/2017		\$35.82	\$24.51	\$60.33
Plumber/Pipefitter	5/1/2018		\$36.87	\$25.26	\$62.13
Plumber/Pipefitter	5/1/2019		\$37.52	\$26.41	\$63.93
Plumber/Pipefitter	5/1/2020		\$37.52	\$28.21	\$65.73
Plumber/Pipefitter	5/1/2021		\$38.77	\$28.46	\$67.23
Roofers (Composition)	5/1/2017		\$36.15	\$30.22	\$66.37
Roofers (Composition)	5/1/2018		\$37.15	\$31.27	\$68.42
Roofers (Composition)	5/1/2019		\$38.35	\$31.80	\$70.15
Roofers (Composition)	5/1/2020		\$39.50	\$32.30	\$71.80
Roofers (Composition)	5/1/2021		\$40.33	\$33.12	\$73.45
Roofers (Shingle)	5/1/2016		\$25.70	\$19.17	\$44.87
Roofers (Shingle)	5/1/2019		\$28.50	\$20.87	\$49.37
Roofers (Shingle)	5/1/2020		\$29.50	\$21.25	\$50.75
Roofers (Slate & Tile)	5/1/2016		\$28.70	\$19.17	\$47.87
Roofers (Slate & Tile)	5/1/2018		\$30.50	\$20.37	\$50.87
Roofers (Slate & Tile)	5/1/2019		\$31.50	\$20.87	\$52.37
Roofers (Slate & Tile)	5/1/2020		\$32.50	\$21.25	\$53.75
Sheet Metal Workers	6/1/2016		\$33.60	\$33.43	\$67.03
Sheet Metal Workers	6/1/2017		\$33.98	\$35.40	\$69.38

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 22-00407 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Sheet Metal Workers	6/1/2018		\$34.78	\$36.45	\$71.23
Sheet Metal Workers	6/1/2019		\$36.08	\$37.65	\$73.73
Sheet Metal Workers	6/1/2020		\$37.26	\$38.97	\$76.23
Sheet Metal Workers	6/1/2021		\$36.08	\$42.65	\$78.73
Sign Makers and Hangars	7/17/2021		\$29.49	\$23.90	\$53.39
Sprinklerfitters	4/1/2017		\$37.40	\$21.74	\$59.14
Sprinklerfitters	4/1/2018		\$38.80	\$22.74	\$61.54
Sprinklerfitters	4/1/2020		\$38.90	\$26.42	\$65.32
Sprinklerfitters	4/1/2021		\$40.33	\$26.94	\$67.27
Terrazzo Finisher	5/1/2017		\$31.64	\$15.62	\$47.26
Terrazzo Finisher	5/1/2018		\$32.35	\$15.91	\$48.26
Terrazzo Finisher	5/1/2019		\$33.04	\$16.22	\$49.26
Terrazzo Finisher	5/1/2020		\$32.26	\$18.48	\$50.74
Terrazzo Finisher	5/1/2021		\$33.23	\$19.03	\$52.26
Terrazzo Grinder	5/1/2020		\$32.95	\$18.48	\$51.43
Terrazzo Grinder	5/1/2021		\$33.94	\$19.03	\$52.97
Terrazzo Mechanics	5/1/2020		\$32.91	\$20.11	\$53.02
Terrazzo Mechanics	5/1/2021		\$33.83	\$20.78	\$54.61
Terrazzo Setter	5/1/2017		\$30.63	\$18.85	\$49.48
Terrazzo Setter	5/1/2018		\$31.23	\$19.25	\$50.48
Terrazzo Setter	5/1/2019		\$31.81	\$19.67	\$51.48
Tile & Marble Finisher	5/1/2017		\$26.89	\$13.86	\$40.75
Tile & Marble Finisher	5/1/2018		\$27.60	\$14.15	\$41.75
Tile & Marble Finisher	5/1/2019		\$28.29	\$14.46	\$42.75
Tile & Marble Finisher	5/1/2020		\$29.00	\$14.75	\$43.75
Tile & Marble Finisher	5/1/2020		\$28.96	\$14.79	\$43.75
Tile & Marble Finisher	5/1/2021		\$29.61	\$15.14	\$44.75
Tile Setter	5/1/2017		\$29.27	\$15.62	\$44.89
Tile Setter	5/1/2018		\$29.88	\$16.01	\$45.89
Tile Setter	5/1/2019		\$30.46	\$16.43	\$46.89
Tile Setter	5/1/2020		\$31.02	\$16.87	\$47.89
Tile Setter	5/1/2020		\$31.02	\$16.87	\$47.89
Tile Setter	5/1/2021		\$31.55	\$17.34	\$48.89
Truckdriver class 1(see notes)	1/1/2016		\$27.44	\$16.51	\$43.95
Truckdriver class 1(see notes)	1/1/2020		\$29.79	\$20.13	\$49.92
Truckdriver class 1(see notes)	1/1/2021		\$30.54	\$20.88	\$51.42
Truckdriver class 1(see notes)	1/1/2022		\$31.29	\$21.63	\$52.92
Truckdriver class 2 (see notes)	1/1/2016		\$27.61	\$16.61	\$44.22
Truckdriver class 2 (see notes)	1/1/2020		\$30.25	\$20.43	\$50.68
Truckdriver class 2 (see notes)	1/1/2021		\$31.00	\$21.18	\$52.18
Truckdriver class 2 (see notes)	1/1/2022		\$31.75	\$21.93	\$53.68
Truckdriver class 3 (see notes)	1/1/2016		\$28.10	\$16.88	\$44.98
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 22-00407 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2020		\$34.77	\$18.92	\$53.69
Carpenter	1/1/2021		\$35.87	\$19.32	\$55.19
Carpenter	1/1/2022		\$36.85	\$19.84	\$56.69
Carpenter Welder	1/1/2017		\$33.10	\$17.14	\$50.24
Carpenter Welder	1/1/2018		\$33.87	\$17.77	\$51.64
Carpenter Welder	1/1/2019		\$34.72	\$18.42	\$53.14
Carpenter Welder	1/1/2020		\$35.72	\$18.92	\$54.64
Carpenter Welder	1/1/2021		\$36.82	\$19.32	\$56.14
Carpenter Welder	1/1/2022		\$37.80	\$19.84	\$57.64
Carpenters	1/1/2017		\$32.15	\$17.14	\$49.29
Carpenters	1/1/2018		\$32.92	\$17.77	\$50.69
Carpenters	1/1/2019		\$33.77	\$18.42	\$52.19
Cement Finishers	5/1/2017		\$30.14	\$19.40	\$49.54
Cement Finishers	1/1/2018		\$31.04	\$19.90	\$50.94
Cement Finishers	1/1/2019		\$31.94	\$20.50	\$52.44
Cement Finishers	1/1/2021		\$32.84	\$22.60	\$55.44
Cement Finishers	1/1/2022		\$33.14	\$23.80	\$56.94
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Electric Lineman	5/29/2017		\$44.22	\$23.94	\$68.16
Electric Lineman	5/28/2018		\$45.25	\$24.94	\$70.19
Electric Lineman	5/27/2019		\$46.32	\$25.97	\$72.29
Electric Lineman	6/1/2020		\$47.42	\$27.04	\$74.46
Electric Lineman	5/31/2021		\$49.22	\$27.36	\$76.58
Electric Lineman	5/30/2022		\$50.28	\$28.47	\$78.75
Electric Lineman	5/29/2023		\$51.40	\$29.62	\$81.02
Electric Lineman	6/3/2024		\$52.80	\$30.61	\$83.41
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2020		\$33.76	\$30.13	\$63.89
Iron Workers	1/1/2017		\$30.02	\$29.42	\$59.44
Iron Workers	5/1/2021		\$28.91	\$22.99	\$51.90
Laborers (Class 01 - See notes)	1/1/2017		\$24.75	\$20.95	\$45.70
Laborers (Class 01 - See notes)	1/1/2018		\$24.75	\$22.35	\$47.10
Laborers (Class 01 - See notes)	1/1/2019		\$24.75	\$23.85	\$48.60
Laborers (Class 01 - See notes)	1/1/2020		\$26.00	\$24.10	\$50.10
Laborers (Class 01 - See notes)	1/1/2021		\$26.80	\$24.80	\$51.60
Laborers (Class 01 - See notes)	1/1/2022		\$27.60	\$25.50	\$53.10
Laborers (Class 02 - See notes)	1/1/2017		\$24.91	\$20.95	\$45.86
Laborers (Class 02 - See notes)	1/1/2018		\$24.91	\$22.35	\$47.26
Laborers (Class 02 - See notes)	1/1/2019		\$24.91	\$23.85	\$48.76
Laborers (Class 02 - See notes)	1/1/2020		\$26.16	\$24.10	\$50.26
Laborers (Class 02 - See notes)	1/1/2021		\$26.96	\$24.80	\$51.76
Laborers (Class 02 - See notes)	1/1/2022		\$27.76	\$25.50	\$53.26
Laborers (Class 03 - See notes)	1/1/2017		\$25.40	\$20.95	\$46.35
Laborers (Class 03 - See notes)	1/1/2018		\$25.40	\$22.35	\$47.75
Laborers (Class 03 - See notes)	1/1/2019		\$25.40	\$23.85	\$49.25

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 22-00407 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 03 - See notes)	1/1/2020		\$26.65	\$24.10	\$50.75
Laborers (Class 03 - See notes)	1/1/2021		\$27.45	\$24.80	\$52.25
Laborers (Class 03 - See notes)	1/1/2022		\$28.25	\$25.50	\$53.75
Laborers (Class 04 - See notes)	1/1/2017		\$25.85	\$20.95	\$46.80
Laborers (Class 04 - See notes)	1/1/2018		\$25.85	\$22.35	\$48.20
Laborers (Class 04 - See notes)	1/1/2019		\$25.85	\$23.85	\$49.70
Laborers (Class 04 - See notes)	1/1/2020		\$27.10	\$24.10	\$51.20
Laborers (Class 04 - See notes)	1/1/2021		\$27.90	\$24.80	\$52.70
Laborers (Class 04 - See notes)	1/1/2022		\$28.70	\$25.50	\$54.20
Laborers (Class 05 - See notes)	1/1/2017		\$26.26	\$20.95	\$47.21
Laborers (Class 05 - See notes)	1/1/2018		\$26.26	\$22.35	\$48.61
Laborers (Class 05 - See notes)	1/1/2019		\$26.26	\$23.85	\$50.11
Laborers (Class 05 - See notes)	1/1/2020		\$27.51	\$24.10	\$51.61
Laborers (Class 05 - See notes)	1/1/2021		\$28.31	\$24.80	\$53.11
Laborers (Class 05 - See notes)	1/1/2022		\$29.11	\$25.50	\$54.61
Laborers (Class 06 - See notes)	1/1/2017		\$23.10	\$20.95	\$44.05
Laborers (Class 06 - See notes)	1/1/2018		\$23.10	\$22.35	\$45.45
Laborers (Class 06 - See notes)	1/1/2019		\$23.10	\$23.85	\$46.95
Laborers (Class 06 - See notes)	1/1/2020		\$24.35	\$24.10	\$48.45
Laborers (Class 06 - See notes)	1/1/2021		\$25.15	\$24.80	\$49.95
Laborers (Class 06 - See notes)	1/1/2022		\$25.95	\$25.50	\$51.45
Laborers (Class 07 - See notes)	1/1/2017		\$25.75	\$20.95	\$46.70
Laborers (Class 07 - See notes)	1/1/2018		\$25.75	\$22.35	\$48.10
Laborers (Class 07 - See notes)	1/1/2019		\$25.75	\$23.85	\$49.60
Laborers (Class 07 - See notes)	1/1/2020		\$27.00	\$24.10	\$51.10
Laborers (Class 07 - See notes)	1/1/2021		\$27.80	\$24.80	\$52.60
Laborers (Class 07 - See notes)	1/1/2022		\$28.60	\$25.50	\$54.10
Laborers (Class 08 - See notes)	1/1/2017		\$27.25	\$20.95	\$48.20
Laborers (Class 08 - See notes)	1/1/2018		\$27.25	\$22.35	\$49.60
Laborers (Class 08 - See notes)	1/1/2019		\$27.25	\$23.85	\$51.10
Laborers (Class 08 - See notes)	1/1/2020		\$28.50	\$24.10	\$52.60
Laborers (Class 08 - See notes)	1/1/2021		\$29.30	\$24.80	\$54.10
Laborers (Class 08 - See notes)	1/1/2022		\$30.10	\$25.50	\$55.60
Operators (Class 01 - see notes)	1/1/2017		\$30.40	\$19.98	\$50.38
Operators (Class 01 - see notes)	1/1/2018		\$31.00	\$20.78	\$51.78
Operators (Class 01 - see notes)	1/1/2019		\$31.60	\$21.68	\$53.28
Operators (Class 01 - see notes)	1/1/2020		\$32.60	\$22.23	\$54.83
Operators (Class 01 - see notes)	1/1/2021		\$33.60	\$22.73	\$56.33
Operators (Class 01 - see notes)	1/1/2022		\$34.50	\$23.33	\$57.83
Operators (Class 02 -see notes)	1/1/2017		\$30.12	\$19.98	\$50.10
Operators (Class 02 -see notes)	1/1/2018		\$30.72	\$20.78	\$51.50
Operators (Class 02 -see notes)	1/1/2019		\$31.32	\$21.68	\$53.00
Operators (Class 02 -see notes)	1/1/2020		\$32.32	\$22.23	\$54.55
Operators (Class 02 -see notes)	1/1/2021		\$33.32	\$22.73	\$56.05

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 22-00407 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 02 -see notes)	1/1/2022		\$34.22	\$23.33	\$57.55
Operators (Class 03 - See notes)	1/1/2017		\$26.48	\$19.98	\$46.46
Operators (Class 03 - See notes)	1/1/2018		\$27.08	\$20.78	\$47.86
Operators (Class 03 - See notes)	1/1/2019		\$27.68	\$21.68	\$49.36
Operators (Class 03 - see notes)	1/1/2020		\$28.68	\$22.23	\$50.91
Operators (Class 03 - see notes)	1/1/2021		\$29.68	\$22.73	\$52.41
Operators (Class 03 - See notes)	1/1/2022		\$30.58	\$23.33	\$53.91
Operators (Class 04 - See notes)	1/1/2017		\$25.99	\$19.98	\$45.97
Operators (Class 04 - See notes)	1/1/2018		\$26.59	\$20.78	\$47.37
Operators (Class 04 - See notes)	1/1/2019		\$27.19	\$21.68	\$48.87
Operators (Class 04 - See notes)	1/1/2020		\$28.19	\$22.23	\$50.42
Operators (Class 04 - See notes)	1/1/2021		\$29.19	\$22.73	\$51.92
Operators (Class 04 - See notes)	1/1/2022		\$30.09	\$23.33	\$53.42
Operators (Class 05 - See notes)	1/1/2017		\$25.78	\$19.98	\$45.76
Operators (Class 05 - See notes)	1/1/2018		\$26.38	\$20.78	\$47.16
Operators (Class 05 - See notes)	1/1/2019		\$26.98	\$21.68	\$48.66
Operators (Class 05 - See notes)	1/1/2020		\$27.98	\$22.23	\$50.21
Operators (Class 05 - See notes)	1/1/2021		\$28.98	\$22.73	\$51.71
Operators (Class 05 - See notes)	1/1/2022		\$29.88	\$23.33	\$53.21
Operators Class 1-A	1/1/2020		\$35.60	\$22.23	\$57.83
Operators Class 1-B	1/1/2020		\$34.60	\$22.23	\$56.83
Painters Class 1 (see notes)	5/1/2018		\$23.92	\$14.37	\$38.29
Painters Class 2 (see notes)	5/1/2018		\$26.05	\$14.37	\$40.42
Painters Class 2 (see notes)	5/1/2021		\$27.97	\$16.50	\$44.47
Painters Class 3 (see notes)	5/1/2018		\$31.80	\$14.37	\$46.17
Painters Class 3 (see notes)	5/1/2019		\$32.45	\$15.22	\$47.67
Painters Class 3 (see notes)	5/1/2021		\$33.72	\$16.50	\$50.22
Pile Driver Divers (Building, Heavy, Highway)	1/1/2017		\$49.13	\$17.95	\$67.08
Pile Driver Divers (Building, Heavy, Highway)	1/1/2018		\$50.33	\$18.55	\$68.88
Pile Driver Divers (Building, Heavy, Highway)	1/1/2019		\$51.45	\$19.30	\$70.75
Pile Driver Divers (Building, Heavy, Highway)	1/1/2020		\$53.10	\$19.70	\$72.80
Pile Driver Divers (Building, Heavy, Highway)	1/1/2021		\$54.75	\$20.10	\$74.85
Pile Driver Divers (Building, Heavy, Highway)	1/1/2022		\$56.40	\$20.50	\$76.90
Piledrivers	1/1/2017		\$32.75	\$17.95	\$50.70
Piledrivers	1/1/2018		\$33.55	\$18.55	\$52.10
Piledrivers	1/1/2019		\$34.30	\$19.30	\$53.60
Piledrivers	1/1/2020		\$35.40	\$19.70	\$55.10
Piledrivers	1/1/2021		\$36.54	\$20.06	\$56.60
Piledrivers	1/1/2022		\$37.63	\$20.47	\$58.10
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2017		\$40.98	\$32.53	\$73.51
Truckdriver class 1(see notes)	1/1/2017		\$27.93	\$17.32	\$45.25
Truckdriver class 1(see notes)	1/1/2018		\$28.36	\$18.29	\$46.65
Truckdriver class 1(see notes)	1/1/2019		\$28.83	\$19.32	\$48.15
Truckdriver class 1(see notes)	1/1/2020		\$29.79	\$20.13	\$49.92

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 22-00407 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Truckdriver class 1(see notes)	1/1/2021		\$30.54	\$20.88	\$51.42
Truckdriver class 1(see notes)	1/1/2022		\$31.29	\$21.63	\$52.92
Truckdriver class 2 (see notes)	1/1/2017		\$28.10	\$17.42	\$45.52
Truckdriver class 2 (see notes)	1/1/2018		\$28.52	\$18.40	\$46.92
Truckdriver class 2 (see notes)	1/1/2019		\$28.99	\$19.43	\$48.42
Truckdriver class 2 (see notes)	1/1/2020		\$30.25	\$20.43	\$50.68
Truckdriver class 2 (see notes)	1/1/2021		\$31.00	\$21.18	\$52.18
Truckdriver class 2 (see notes)	1/1/2022		\$31.75	\$21.93	\$53.68
Truckdriver class 3 (see notes)	1/1/2017		\$28.57	\$17.71	\$46.28
Truckdriver class 3 (see notes)	1/1/2018		\$28.98	\$18.70	\$47.68
Truckdriver class 3 (see notes)	1/1/2019		\$29.45	\$19.73	\$49.18

Asbestos Survey Report

100 S. 2nd St.

Chambersburg, PA 17201

Franklin County

Prepared for:

Borough of Chambersburg

Attn: Paul Cashell

100 S. 2nd St.

Chambersburg, PA 17201

December 21st, 2021

SUMMARY

Baxter Environmental Group, Inc. was contracted by the Borough of Chambersburg to conduct an asbestos survey at the commercial property located at 100 S. 2nd St., Chambersburg, PA 17201.

The following ACM were confirmed to contain asbestos:

Marble Tile, Drywall, and Window Glazing,

The EPA recommends that all ACM be removed by a certified asbestos contractor prior to any renovation or demolition activities that may impact the material. Any damaged asbestos materials should be removed.

TABLE OF CONTENTS

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APPENDICES

Appendix A Laboratory Results, Chain-of-Custody Forms

Appendix B Photographs, Floor Plans

Appendix C Certifications

1.0 INTRODUCTION

1.1 Property Description

**Address: 100 S. 2nd St.,
Chambersburg, PA 17201**
Nature of Use: Commercial
Number of Buildings: 1
Number of Floors: 2
**Building Square Footage
(SF):**
Surveyed By: Patrick Grove
**Assessment Date:
12/14/2021**

1.2 Purpose and Scope

The purpose of this asbestos survey was to sample and analyze suspect asbestos containing materials (ACM) which could present an exposure risk during potential demolition or renovation activities. The owner or operator of a demolition / renovation activity and prior to the start of that activity is required to thoroughly inspect the affected facility for the presence of asbestos including Category I and Category II nonfriable ACM per the National Emissions Standards for Hazardous Air Pollutants (NESHAP) (40 CFR, Part 61, Subpart M). The Pennsylvania Department of Environmental Protection is charged with enforcement of the NESHAP standards in the state of Pennsylvania. The suspect materials sampled during the survey were limited to accessible areas within the interior and exterior of the building.

1.3 Methods

Suspected ACM were identified for bulk sampling. Bulk samples were randomly collected and placed into individual containers and labeled with unique sample number identification numbers in accordance with sampling protocols set forth in 40 CFR Part 763. The samples were then analyzed by an independent third-party laboratory using Polarized Light Microscopy (PLM), the most commonly used method to analyze building materials for asbestos. Suspect materials were determined to be asbestos containing material if they contain more than one percent asbestos as determined using PLM.

Asbestos is a generic term used to describe a variety of natural mineral fibers. From the early 1930's until the 1970's, manufacturers added asbestos to products for strength and to provide heat insulation and fire resistance. Asbestos also resists corrosion and is a poor conductor of electricity. Because few products contained all of these properties, asbestos was widely used in the construction of homes, schools and other

buildings. If materials containing asbestos are disturbed, for example, sawed, scraped or sanded into a powder, fibers are more likely to become airborne and inhaled into the lungs where they can cause serious health problems.

The ACM most likely to release asbestos fibers are those which are in a friable state. Friable asbestos material is defined by the EPA as any "material containing more than one percent asbestos that can be crumbled, pulverized, or reduced to powder by hand pressure when dry" (40 CFR Part 763 Section 61.141). Non-friable ACM is any "material containing more than one percent asbestos that, when dry, **cannot**, be crumbled, pulverized, or reduced to powder by hand pressure" (40 CFR Part 763 Section 61.141).

Under the Asbestos NESHAP, non-friable ACM is further divided into two categories: Category I and Category II. Cat I Non-friable asbestos containing material (ACM) refers to asbestos containing packing, gaskets, resilient floor covering, and asphalt roofing products containing more than one percent asbestos. Cat II Non-friable asbestos containing material (ACM) is any material that is not Cat I, containing greater than one percent asbestos that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure. Cat II non-friable ACMs, such as cement siding, transite, board shingles, may become friable and release fibers if the sources are exposed to actions such as abrasion, drilling, cutting, fracturing or hammering. During renovation or demolition activities, non-friable sources may become friable and thus may pose an exposure risk.

Based on the United States Environmental Protection Agency's (USEPA's) definition, a material which contains greater than one percent (1%) asbestos, as determined using the methods specified in Appendix E, Subpart E, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), is considered an ACM and must be handled according to OSHA, USEPA, and the state of Pennsylvania regulations.

2.0 ASBESTOS SURVEY

2.1 Visual Inspection

Mr. Patrick Grove performed a visual survey which consisted of a building walk-through to inspect and identify for the presence of exposed materials suspected of containing asbestos at the property located at 100 S. 2nd St., Chambersburg, PA 17201. The purpose of this assessment is for renovation / demolition purposes; additional suspect ACM could be present.

No destructive or extraordinary means were utilized to inspect or sample within walls or other structural components or equipment. A sampling tool (i.e., screwdriver, utility knife, etc.) may have been used to collect bulk samples in an attempt to obtain a sample representative of all layers of suspect material. As a consequence, the inspection and survey in this report was based on access to readily available areas within the structure; therefore, some areas containing ACM may not have been identified due to inaccessibility.

Commercial Building

Suspect asbestos containing materials observed at the time of the inspection were sampled and analyzed for asbestos content. The survey also established whether any of the substrates sampled could be considered friable and/or significantly damaged or capable of immediate worker exposure.

2.2 Analytical Results

A total of 69 bulk samples of presumed ACM were collected for analysis. The samples were assigned individual sample numbers, sealed in plastic bags, and transported under proper chain-of-custody documentation to Environmental Hazards Services, LLC (EHS). EHS is accredited by American Industrial Hygiene Association (AIHA) and the National Voluntary Laboratory Accreditation Program (NVLAP No. 101882-0) for the analysis of asbestos bulk samples. Refer to Appendix A for analytical data.

Summary Results of Asbestos Sampling at 100 S. 2nd St., Chambersburg, PA 17201

Sample #	Material	Floor / Level	Room / Area	Sample Location	Sample Description	Type	% Asbestos Content	Quantities
100S2ND-4 / 21077096-004	Brown Non-Fibrous Homogenous	2	Board Room	Floor	12 x 12 Brown Marble Tile	NF1	3% Chrysotile	8,704 sq ft.
100S2ND-4 / 21077096-004	Black Non-Fibrous Homogeneous	2	Board Room	Floor	Black Mastic	NF1	5% Chrysotile	
100S2ND-16 / 21077096-016	Beige Non-Fibrous Homogeneous	2	Office	Wall	Drywall Compound	NF1	2% Chrysotile	1,184 sq ft.
100S2ND-19 / 21077096-019	Grey Non-Fibrous Homogeneous	2	Board Room	Window	Window Glazing	NF2	2% Chrysotile	141 lin. ft.
100S2ND-33 / 21077096-033	Brown Non-Fibrous Homogeneous	Basement	Office	Floor	Brown Marble Pattern Tile	NF1	3% Chrysotile	
100S2ND-33 / 21077096-033	Black Non-Fibrous Homogeneous	Basement	Office	Floor	Black Mastic	NF1	3% Chrysotile	

Asbestos containing material is defined as any material containing more than one percent (1%) asbestos as determined using PLM (40 CFR 61).

Documentation of the laboratory results should be retained as a reference for future renovation / demolition activities.

3.0 CONCLUSION

Damaged asbestos containing material may release asbestos fibers. This is particularly true if it is disturbed by sawing, scraping, sanding, grinding, cutting or abrading during demolition or renovation activities that would render the material friable. The EPA recommends that all ACM be removed by a certified asbestos contractor prior to any renovation or demolition activities that may impact the material and is required when the structure is being demolished. Removal is complex and must only be performed by a certified licensed asbestos contractor with special training. Improper removal may actually increase the health risks to any workers or occupants.

The following tested positive for the presence of asbestos.

Friable ACM:

Category I & II non-friable material: Brown Marble Tile, Black Mastic, and Drywall Compound

Be advised that the potential does exist for additional suspect ACM to be exposed during demolition and/or renovation activities. Such materials should be sampled and analyzed for asbestos content prior to any renovation and/or demolition activities that could impact these materials.

4.0 LIMITATIONS

Every reasonable effort has been made by Baxter Environmental Group, Inc. and its employees to assure correctness. If an Asbestos Contractor or other Demolition/Construction Contractor is employed, such contractor should notify Baxter Environmental Group, Inc. of any discrepancies found in this report as it relates to current site conditions or newly discovered site conditions.

This report should not be used solely for abatement bidding purposes. Quantities should be confirmed by abatement contractors prior to submitting bids for abatement.

The inspection and survey in this report was limited to areas that were considered reasonably accessible (i.e., less than 15 feet from the floor) within the structure. No destructive or extraordinary means were utilized to inspect or sample within walls or other structural components. As a consequence, samples were acquired only where determined to be readily accessible.

5.0 SIGNATURE PAGE

Baxter Environmental Group, Inc. has performed an asbestos survey on the property located at 100 S. 2nd St., Chambersburg, PA 17201 in general conformance with the scope and limitations of the protocol and the limitations stated earlier in this report. Exceptions to or deletions from this protocol are discussed earlier in this report.

Prepared By:

Baxter Environmental Group, Inc.



Patrick W. Grove
Asbestos Inspector

Pennsylvania Asbestos Inspector Number: 045550
Maryland Asbestos Inspector Number: 15015971
West Virginia Asbestos Inspector Number: AI008365

APPENDIX A: LABORATORY ANALYSIS AND CHAIN OF CUSTODY



The Identification Specialists

Analysis Report
prepared for
Baxter Group, Inc.

Report Date: 12/17/2021

Project Name: 100 S Second St

Project #: Borough Of Chambersb

SanAir ID#: 21077096



NVLAP LAB CODE 200870-0

10501 Trade Court | North Chesterfield, Virginia 23236
888.895.1177 | 804.897.1177 | fax: 804.897.0070 | IAQ@SanAir.com | SanAir.com



SanAir ID Number

21077096

FINAL REPORT

12/17/2021 11:15:39 AM

Name: Baxter Group, Inc.
Address: 941 Progress Road
Chambersburg, PA 17201
Phone: 717-263-7341 ext. 103

Project Number: Borough Of Chambersb
P.O. Number:
Project Name: 100 S Second St
Collected Date: 12/14/2021
Received Date: 12/16/2021 10:10:00 AM

Dear Pat Grove,

We at SanAir would like to thank you for the work you recently submitted. The 47 sample(s) were received on Thursday, December 16, 2021 via UPS. The final report(s) is enclosed for the following sample(s): 100S2ND-1, 100S2ND-2, 100S2ND-3, 100S2ND-4, 100S2ND-5, 100S2ND-6, 100S2ND-7, 100S2ND-8, 100S2ND-9, 100S2ND-10, 100S2ND-11, 100S2ND-12, 100S2ND-13, 100S2ND-14, 100S2ND-15, 100S2ND-16, 100S2ND-17, 100S2ND-18, 100S2ND-19, 100S2ND-20, 100S2ND-21, 100S2ND-22, 100S2ND-23, 100S2ND-24, 100S2ND-25, 100S2ND-26, 100S2ND-27, 100S2ND-28, 100S2ND-29, 100S2ND-30, 100S2ND-31, 100S2ND-32, 100S2ND-33, 100S2ND-34, 100S2ND-35, 100S2ND-36, 100S2ND-37, 100S2ND-38, 100S2ND-39, 100S2ND-40, 100S2ND-41, 100S2ND-42, 100S2ND-43, 100S2ND-44, 100S2ND-45, 100S2ND-46, 100S2ND-47.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

Sandra Sobrino
Asbestos & Materials Laboratory Manager
SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

Sample conditions:

- 47 samples in Good condition.



SanAir ID Number
21077096
 FINAL REPORT
 12/17/2021 11:15:39 AM

Name: Baxter Group, Inc.
Address: 941 Progress Road
 Chambersburg, PA 17201
Phone: 717-263-7341 ext. 103

Project Number: Borough Of Chambersb
P.O. Number:
Project Name: 100 S Second St
Collected Date: 12/14/2021
Received Date: 12/16/2021 10:10:00 AM

Analyst: Childress, Susan

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
100S2ND-1 / 21077096-001 Carpet Glue Board Rm	Yellow Non-Fibrous Homogeneous	2% Synthetic	98% Other	None Detected
100S2ND-2 / 21077096-002 Cove Base/Mastic Board Rm, Cove Base	Cream Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-2 / 21077096-002 Cove Base/Mastic Board Rm, Mastic	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-3 / 21077096-003 2x2 Ceiling Tile Board Rm	White Fibrous Homogeneous	45% Cellulose 20% Glass	35% Other	None Detected
100S2ND-4 / 21077096-004 12x12 Matble Tile/Mastic Board Rm, Floor Tile	Brown Non-Fibrous Homogeneous		97% Other	3% Chrysotile
100S2ND-4 / 21077096-004 12x12 Matble Tile/Mastic Board Rm, Mastic	Black Non-Fibrous Homogeneous		95% Other	5% Chrysotile
100S2ND-5 / 21077096-005 12x12 Marble Tile/Mastic Board Rm				Not Analyzed
100S2ND-6 / 21077096-006 Wall Divider Board Rm	Brown Non-Fibrous Homogeneous	15% Cellulose	85% Other	None Detected
100S2ND-7 / 21077096-007 2x4 Ceiling Tile Hall	White Fibrous Homogeneous	45% Cellulose 20% Glass	35% Other	None Detected
100S2ND-8 / 21077096-008 Duct Tape Duct	Various Fibrous Homogeneous	50% Cellulose	50% Other	None Detected

Analyst: *Susan P. Childress*

Approved Signatory: *Johnathan Wilson*

Analysis Date: 12/17/2021

Date: 12/17/2021



SanAir ID Number
21077096
 FINAL REPORT
 12/17/2021 11:15:39 AM

Name: Baxter Group, Inc.
Address: 941 Progress Road
 Chambersburg, PA 17201
Phone: 717-263-7341 ext. 103

Project Number: Borough Of Chambersb
P.O. Number:
Project Name: 100 S Second St
Collected Date: 12/14/2021
Received Date: 12/16/2021 10:10:00 AM

Analyst: Childress, Susan

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
100S2ND-9 / 21077096-009 Duct Tape Duct	Various Fibrous Homogeneous	50% Cellulose	50% Other	None Detected
100S2ND-10 / 21077096-010 Carpet Glue Office	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-11 / 21077096-011 Flooring Womens Bath	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-12 / 21077096-012 Plaster Womens Bath, Plaster	Gray Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-12 / 21077096-012 Plaster Womens Bath, Skim Coat	White Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-13 / 21077096-013 Plaster Janitors Closet, Plaster	Gray Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-13 / 21077096-013 Plaster Janitors Closet, Skim Coat	White Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-14 / 21077096-014 Plaster Mens Bath, Plaster	White Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-14 / 21077096-014 Plaster Mens Bath, Skim Coat	White Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-15 / 21077096-015 Flooring Mens Bath	Green Non-Fibrous Homogeneous		100% Other	None Detected

Analyst: *Susan P. Childress*

Approved Signatory: *Johnathan Wilson*

Analysis Date: 12/17/2021

Date: 12/17/2021



SanAir ID Number
21077096
 FINAL REPORT
 12/17/2021 11:15:39 AM

Name: Baxter Group, Inc.
Address: 941 Progress Road
 Chambersburg, PA 17201
Phone: 717-263-7341 ext. 103

Project Number: Borough Of Chambersb
P.O. Number:
Project Name: 100 S Second St
Collected Date: 12/14/2021
Received Date: 12/16/2021 10:10:00 AM

Analyst: Childress, Susan

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic		Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous		
100S2ND-16 / 21077096-016 Drywall/Compound Office, Drywall	Off-White Non-Fibrous Homogeneous	4% Cellulose	96% Other		None Detected
100S2ND-16 / 21077096-016 Drywall/Compound Office, Joint Compound	Beige Non-Fibrous Homogeneous		98% Other		2% Chrysotile
100S2ND-17 / 21077096-017 Drywall/Compound Closet, Drywall	Off-White Non-Fibrous Homogeneous	4% Cellulose	96% Other		None Detected
100S2ND-17 / 21077096-017 Drywall/Compound Closet, Joint Compound	White Non-Fibrous Homogeneous		100% Other		None Detected
100S2ND-18 / 21077096-018 Drywall/Compound Office, Drywall	Off-White Non-Fibrous Homogeneous	4% Cellulose	96% Other		None Detected
100S2ND-18 / 21077096-018 Drywall/Compound Office, Joint Compound					Not Analyzed
100S2ND-18 / 21077096-018 Drywall/Compound Office, Joint Compound	White Non-Fibrous Homogeneous		100% Other		None Detected
100S2ND-19 / 21077096-019 Window Glazing Board Rm	Gray Non-Fibrous Homogeneous		98% Other		2% Chrysotile
100S2ND-20 / 21077096-020 Window Glazing Board Rm					Not Analyzed
100S2ND-21 / 21077096-021 Window Caulk Board Rm	Gray Non-Fibrous Homogeneous	< 1% Glass	100% Other		None Detected

Analyst: *Susan P. Childress*

Approved Signatory: *Johnathan Wilson*

Analysis Date: 12/17/2021

Date: 12/17/2021



SanAir ID Number
21077096
 FINAL REPORT
 12/17/2021 11:15:39 AM

Name: Baxter Group, Inc.
Address: 941 Progress Road
 Chambersburg, PA 17201
Phone: 717-263-7341 ext. 103

Project Number: Borough Of Chambersb
P.O. Number:
Project Name: 100 S Second St
Collected Date: 12/14/2021
Received Date: 12/16/2021 10:10:00 AM

Analyst: Childress, Susan

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Components			Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
100S2ND-22 / 21077096-022 Plaster Mens Bath, Plaster	Gray Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-22 / 21077096-022 Plaster Mens Bath, Skim Coat	White Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-23 / 21077096-023 Plaster Womens Bath, Plaster	Gray Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-23 / 21077096-023 Plaster Womens Bath, Skim Coat	White Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-24 / 21077096-024 Cove Base/Mastic Hall, Cove Base	Brown Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-24 / 21077096-024 Cove Base/Mastic Hall, Mastic	Brown Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-25 / 21077096-025 22x2 Ceiling Tile Hall	White Fibrous Homogeneous	45% Cellulose 20% Glass	35% Other	None Detected
100S2ND-26 / 21077096-026 Seam Sealant Hall Pipe	White Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-27 / 21077096-027 Cove Base Mastic IT Room, Cove Base	Brown Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-27 / 21077096-027 Cove Base Mastic IT Room, Mastic	Brown Non-Fibrous Homogeneous		100% Other	None Detected

Analyst: *Susan P. Childress*

Approved Signatory: *Johnathan Wilson*

Analysis Date: 12/17/2021

Date: 12/17/2021



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Name: Baxter Group, Inc.
Address: 941 Progress Road
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Phone: 717-263-7341 ext. 103

Project Number: Borough Of Chambersb
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Project Name: 100 S Second St
Collected Date: 12/14/2021
Received Date: 12/16/2021 10:10:00 AM

Analyst: Childress, Susan

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
100S2ND-28 / 21077096-028 Dry Wall IT Rm	Off-White Non-Fibrous Homogeneous	3% Cellulose	97% Other	None Detected
100S2ND-29 / 21077096-029 Dry Wall IT Rm	Off-White Non-Fibrous Homogeneous	3% Cellulose	97% Other	None Detected
100S2ND-30 / 21077096-030 Tile/Mastic Front Desk, Floor Tile	Green Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-30 / 21077096-030 Tile/Mastic Front Desk, Mastic	Black Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-31 / 21077096-031 Carpet Glue Mayors Office	Various Non-Fibrous Heterogeneous		100% Other	None Detected
100S2ND-32 / 21077096-032 Stair Tread/Mastic Stairs, Stair Tread	Brown Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-32 / 21077096-032 Stair Tread/Mastic Stairs, Mastic	Brown Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-33 / 21077096-033 Marble Tile Mastic Office, Floor Tile	Brown Non-Fibrous Homogeneous		97% Other	3% Chrysotile
100S2ND-33 / 21077096-033 Marble Tile Mastic Office, Mastic	Black Non-Fibrous Homogeneous		97% Other	3% Chrysotile
100S2ND-34 / 21077096-034 Drywall/Compound Office, Drywall	Off-White Non-Fibrous Homogeneous	4% Cellulose < 1% Glass	96% Other	None Detected

Analyst: *Susan P. Childress*

Approved Signatory: *Johnathan Wilson*

Analysis Date: 12/17/2021

Date: 12/17/2021



SanAir ID Number
21077096
 FINAL REPORT
 12/17/2021 11:15:39 AM

Name: Baxter Group, Inc.
Address: 941 Progress Road
 Chambersburg, PA 17201
Phone: 717-263-7341 ext. 103

Project Number: Borough Of Chambersb
P.O. Number:
Project Name: 100 S Second St
Collected Date: 12/14/2021
Received Date: 12/16/2021 10:10:00 AM

Analyst: Childress, Susan

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Components			Asbestos Fibers
	Stereoscopic Appearance	% Fibrous	% Non-fibrous	
100S2ND-34 / 21077096-034 Drywall/Compound Office, Joint Compound	White Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-35 / 21077096-035 Drywall/Compound Office, Drywall	Off-White Non-Fibrous Homogeneous	4% Cellulose < 1% Glass	96% Other	None Detected
100S2ND-35 / 21077096-035 Drywall/Compound Office, Joint Compound	White Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-36 / 21077096-036 Cove Base/Mastic Office, Cove Base	Brown Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-36 / 21077096-036 Cove Base/Mastic Office, Mastic	Brown Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-37 / 21077096-037 2x2 Ceiling Tile Office	White Fibrous Homogeneous	45% Cellulose 20% Glass	35% Other	None Detected
100S2ND-38 / 21077096-038 Grout/Thin Set Bath Rm, Grout	White Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-38 / 21077096-038 Grout/Thin Set Bath Rm, Thin Set	Gray Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-39 / 21077096-039 Vibration Damper Boiler Rm	White Fibrous Homogeneous	95% Cellulose	5% Other	None Detected
100S2ND-40 / 21077096-040 Vibration Damper Boiler Rm	Black Fibrous Homogeneous	95% Cellulose	5% Other	None Detected

Analyst: *Susan P. Childress*

Approved Signatory: *Johnathan Wilson*

Analysis Date: 12/17/2021

Date: 12/17/2021



SanAir ID Number
21077096
 FINAL REPORT
 12/17/2021 11:15:39 AM

Name: Baxter Group, Inc.
Address: 941 Progress Road
 Chambersburg, PA 17201
Phone: 717-263-7341 ext. 103

Project Number: Borough Of Chambersb
P.O. Number:
Project Name: 100 S Second St
Collected Date: 12/14/2021
Received Date: 12/16/2021 10:10:00 AM

Analyst: Childress, Susan

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Components			Asbestos Fibers
	Stereoscopic Appearance	% Fibrous	% Non-fibrous	
100S2ND-41 / 21077096-041 Plaster Boiler Rm	Gray Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-42 / 21077096-042 Plaster Boiler Rm	Gray Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-43 / 21077096-043 Breach Insulation Breach Pipe	White Non-Fibrous Homogeneous	20% Cellulose 10% Glass	70% Other	None Detected
100S2ND-44 / 21077096-044 Breach Insulation Breach Pipe	White Non-Fibrous Homogeneous	20% Cellulose 10% Glass	70% Other	None Detected
100S2ND-45 / 21077096-045 Breach Insulation Breach Pipe	White Non-Fibrous Homogeneous	20% Cellulose 10% Glass	70% Other	None Detected
100S2ND-46 / 21077096-046 Plaster Hall, Plaster	Gray Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-46 / 21077096-046 Plaster Hall, Skim Coat	White Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-47 / 21077096-047 Plaster Bath Rm, Plaster	Gray Non-Fibrous Homogeneous		100% Other	None Detected
100S2ND-47 / 21077096-047 Plaster Bath Rm, Skim Coat	White Non-Fibrous Homogeneous		100% Other	None Detected

Analyst: *Susan Childress*

Approved Signatory: *Johnathan Wilson*

Analysis Date: 12/17/2021

Date: 12/17/2021

Disclaimer

This report is the sole property of the client named on the SanAir Technologies Laboratory chain-of-custody (COC). Results in the report are confidential information intended only for the use by the customer listed on the COC. Neither results nor reports will be discussed with or released to any third party without our client's written permission. The final report shall not be reproduced except in full without written approval of the laboratory to assure that parts of the report are not taken out of context. The information provided in this report applies only to the samples submitted and is relevant only for the date, time, and location of sampling. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample(s) in the condition in which they arrived at the laboratory and information provided by the client on the COC, such as: project number, project name, collection dates, po number, special instructions, samples collected by, sample numbers, sample identifications, sample type, selected analysis type, flow rate, total volume or area, and start stop times that may affect the validity of the results in this report. Samples were received in good condition unless otherwise noted on the report. SanAir assumes no responsibility or liability for the manner in which the results are used or interpreted. This report does not constitute and shall not be used to claim product certification, approval, or endorsement by NVLAP, NIST, or any other U.S. governmental agencies and may not be certified by every local, state, and federal regulatory agencies.

Samples are held for a period of 60 days. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations.

For NY state samples, method EPA 600/M4-82-020 is performed.

NYELAP Disclaimer:

Polarized- light microscopy is not consistently reliable in detecting asbestos in floor covering and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

Asbestos Certifications

NVLAP lab code 200870-0

City of Philadelphia: ALL-460

PA Department of Environmental Protection Number: 68-05397

California License Number: 2915

Colorado License Number: AL-23143

Connecticut License Number: PH-0105

Massachusetts License Number: AA000222

Maine License Number: LB-0075, LA-0084

New York ELAP lab ID: 11983

Rhode Island License Number: PCM00126, PLM00126, TEM00126

Texas Department of State Health Services License Number: 300440

Commonwealth of Virginia 3333000323

Washington State License Number: C989

West Virginia License Number: LT000616

Vermont License: AL166318

Louisiana Department of Environmental Quality: 212253, Cert 05088

Revision Date: 8/14/2020



1551 Oakbridge Dr. STE B
 Powhatan, VA 23139
 804.897.1177 / 888.895.1177
 Fax 804.897.0070
 sanair.com

**Asbestos
 Chain of Custody**
 Form 140, Rev 3, 8/28/19

SanAir ID Number
 JW77096

Company: Baxter Group, Inc.		Project #: Borough of Chambersburg	Collected by: Patrick W. Grove
Address: 941 Progress Road		Project Name: 100 S. Second St.	Phone #: 717-263-7341 xt.103
City, St., Zip: Chambersburg, PA 17201		Date Collected: 12/14/2021	Fax #: 717-263-7941
State of Collection: PA	Account#: 3682	P.O. Number:	Email: patgrove@baxtergroupinc.com

Bulk		Air		Soil	
ABB	PLM EPA 600/R-93/116 <input checked="" type="checkbox"/>	ABA	PCM NIOSH 7400 <input type="checkbox"/>	ABSE	PLM EPA 600/R-93/116 (Qual.) <input type="checkbox"/>
	Positive Stop <input checked="" type="checkbox"/>	ABA-2	OSHA w/ TWA* <input type="checkbox"/>	Vermiculite & Soil	
ABEPA	PLM EPA 400 Point Count <input type="checkbox"/>	ABTEM	TEM AHERA <input type="checkbox"/>	ABSP	PLM CARB 435 (LOD <1%) <input type="checkbox"/>
ABBIK	PLM EPA 1000 Point Count <input type="checkbox"/>	ABATN	TEM NIOSH 7402 <input type="checkbox"/>	ABSP1	PLM CARB 435 (LOD 0.25%) <input type="checkbox"/>
ABBEN	PLM EPA NOB** <input type="checkbox"/>	ABT2	TEM Level II <input type="checkbox"/>	ABSP2	PLM CARB 435 (LOD 0.1%) <input type="checkbox"/>
ABBCH	TEM Chatfield** <input type="checkbox"/>	Other:	<input type="checkbox"/>	Dust	
ABBTM	TEM EPA NOB** <input type="checkbox"/>	New York ELAP		ABWA	TEM Wipe ASTM D-6480 <input type="checkbox"/>
ABQ	PLM Qualitative <input type="checkbox"/>	ABEPA2	NY ELAP 198.1 <input type="checkbox"/>	ABDMV	TEM Microvac ASTM D-5755 <input type="checkbox"/>
** Available on 24-hr. to 5-day TAT		ABENY	NY ELAP 198.6 PLM NOB <input type="checkbox"/>	Matrix	Other <input type="checkbox"/>
Water		ABBNY	NY ELAP 198.4 TEM NOB <input type="checkbox"/>		
ABHE	EPA 100.2 <input type="checkbox"/>				

Turn Around Times	3 HR (4 HR TEM) <input type="checkbox"/>	6 HR (8HR TEM) <input type="checkbox"/>	12 HR <input type="checkbox"/>	1 Day <input checked="" type="checkbox"/>
	<input type="checkbox"/> 2 Days	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 4 Days	<input type="checkbox"/> 5 Days

Special Instructions

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start - Stop Time*
100S2ND-1	Yellow Carpet Glue Board Rm				
100S2ND-2	Cream Cove Base/Yellow Mastic Board Rm				
100S2ND-3	2x2 White Ceiling Tile Board Rm				
100S2ND-4	12x12 Brown Marble Pat. Tile/Black Mastic Board Rm				
100S2ND-5	12x12 Brown Marble Pat. Tile/Black Mastic Board Rm				
100S2ND-6	Brown Wall Divider Board Rm.				
100S2ND-7	2x4 White Ceiling Tile Hall				
100S2ND-8	Silver/White Duct Tape Duct				
100S2ND-9	Silver/White Duct Tape Duct				
100S2ND-10	Yellow Carpet Glue Office				
100S2ND-11	Yellow Flooring Womens Bath				
100S2ND-12	Plaster Womens Bath				

Relinquished by	Date	Time	Received by	Date	Time
Patrick W. Grove	12/14/2021	1:30 PM	JSO	12/14/21	1:00 PM

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the 3hr TAT or a minimum charge of \$150. A courier charge will be applied for same day and one-day turnaround times for offsite work. SanAir covers Standard Overnight FedEx shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.

2077096

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start - Stop Time*
100S2ND-13	Plaster Janitors Closet				
100S2ND-14	Plaster Mens Bath				
100S2ND-15	Green Flooring Mens Bath				
100S2ND-16	Drywall/Compound Office				
100S2ND-17	Drywall/Compound Closet				
100S2ND-18	Drywall/Compound Office				
100S2ND-19	Window Glazing Board Rm				
100S2ND-20	Window Glazing Board Rm				
100S2ND-21	Wndow Caulk Board Rm				
100S2ND-22	Plaster Mens Bath				
100S2ND-23	Plaster Womens Bath				
100S2ND-24	Brown Cove Base/Brown Mastic Hall				
100S2ND-25	22x2 White Ceiling Tile Hall				
100S2ND-26	White Seam Selant Hall Pipe				
100S2ND-27	Brown Cove Base Brown Mastic IT Rm				
100S2ND-28	Dry Wall IT Rm				
100S2ND-29	Dry Wall IT Rm				
100S2ND-30	Lt Green Tile/Black Mastic Front Desk				
100S2ND-31	Brown/Yellow Carpet Glue Mayors Office				
100S2ND-32	Brown Stair Tread/Brown Mastic Stairs				
100S2ND-33	Brown Marble Pat. Tile Black Mastic Office				
100S2ND-34	Drywall/Compound Office				
100S2ND-35	Drywall/Compound Office				
100S2ND-36	Brown Cove Base/Brown Mastic Office				
100S2ND-37	2x2 White Ceiling Tile Office				
100S2ND-38	White Grout/Gray Thin Set Bath Rm				
100S2ND-39	White Vibration Damper Boiler Rm				
100S2ND-40	Black Wibration Damper Boiler Rm				
100S2ND-41	Plaster Boiler Rm				
100S2ND-42	Plaster Boiler Rm				
100S2ND-43	White Breach Insulation Breach Pipe				

Special Instructions	
-----------------------------	--

Relinquished by	Date	Time	Received by	Date	Time
Patrick W. Grove <i>[Signature]</i>	12/15/2021	1:30 PM	<i>[Signature]</i>	12/16/21	10:00 am

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the 3hr TAT or a minimum charge of \$150. A courier charge will be applied for same day and one-day turnaround times for offsite work. SanAir covers Standard Overnight FedEx shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.

JW77096

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start – Stop Time*
100S2ND-44	White Breach Insulation Breach Pipe				
100S2ND-45	White Breach Insulation Breach Pipe				
100S2ND-46	Plaster Hall				
100S2ND-47	Plaster Bath Rm				

Special Instructions

Relinquished by	Date	Time	Received by	Date	Time
<i>Patrick W. Grove</i>	12/15/2021	1:30 PM	<i>JAD</i>	12/15/21	<i>1:00pm</i>
<i>Patrick W. Grove</i>					

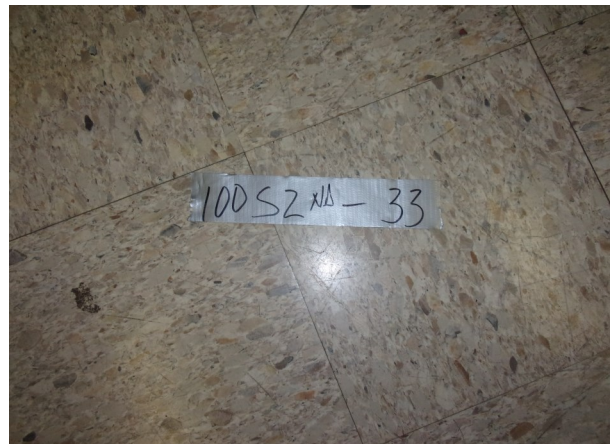
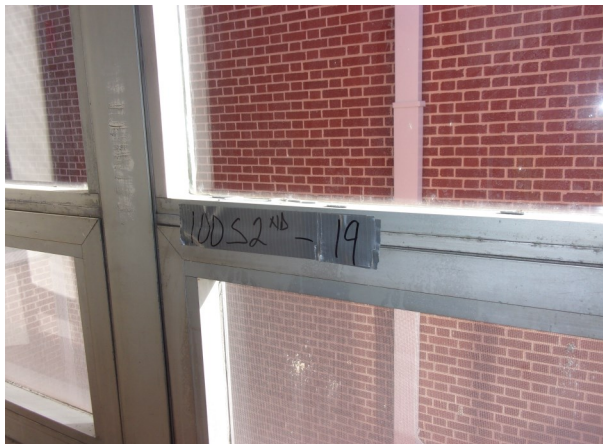
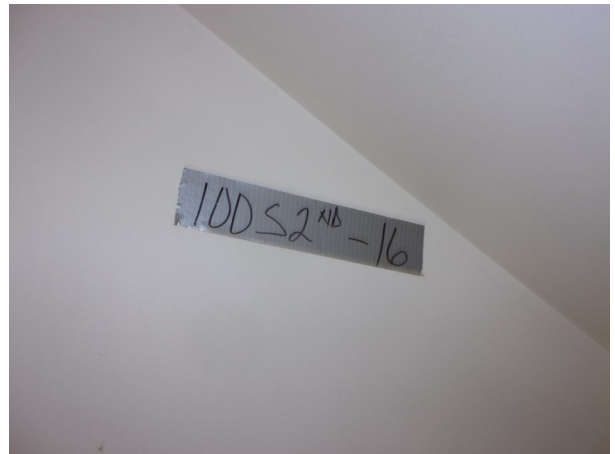
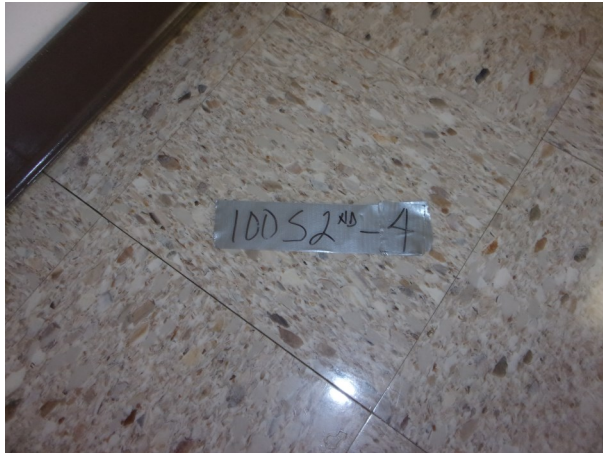
If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the 3hr TAT or a minimum charge of \$150. A courier charge will be applied for same day and one-day turnaround times for offsite work. SanAir covers Standard Overnight FedEx shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.

APPENDIX B: PHOTOGRAPHS AND FLOOR PLANS

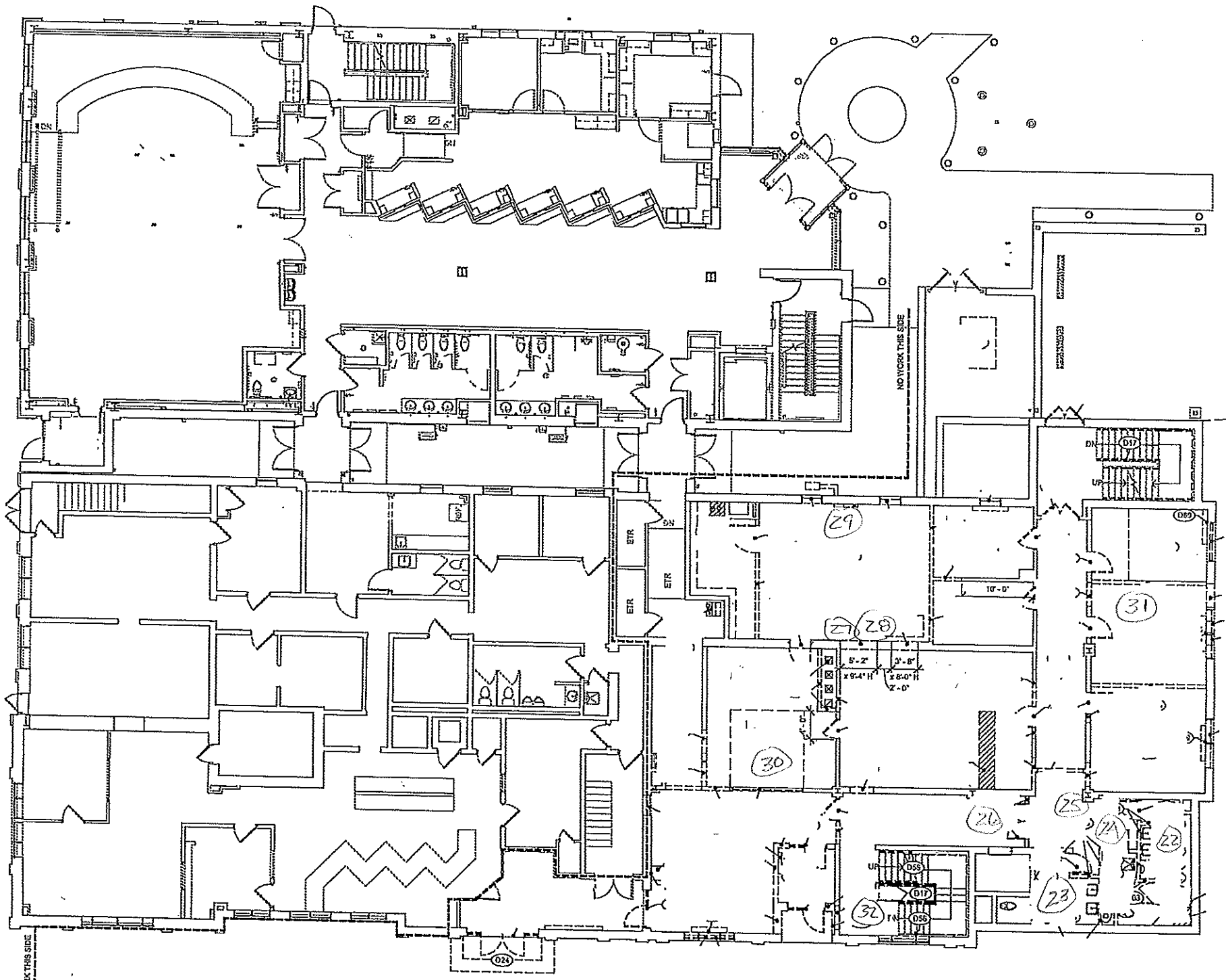
Borough of Chambersburg

100 S. 2nd St.

Chambersburg, PA 17201



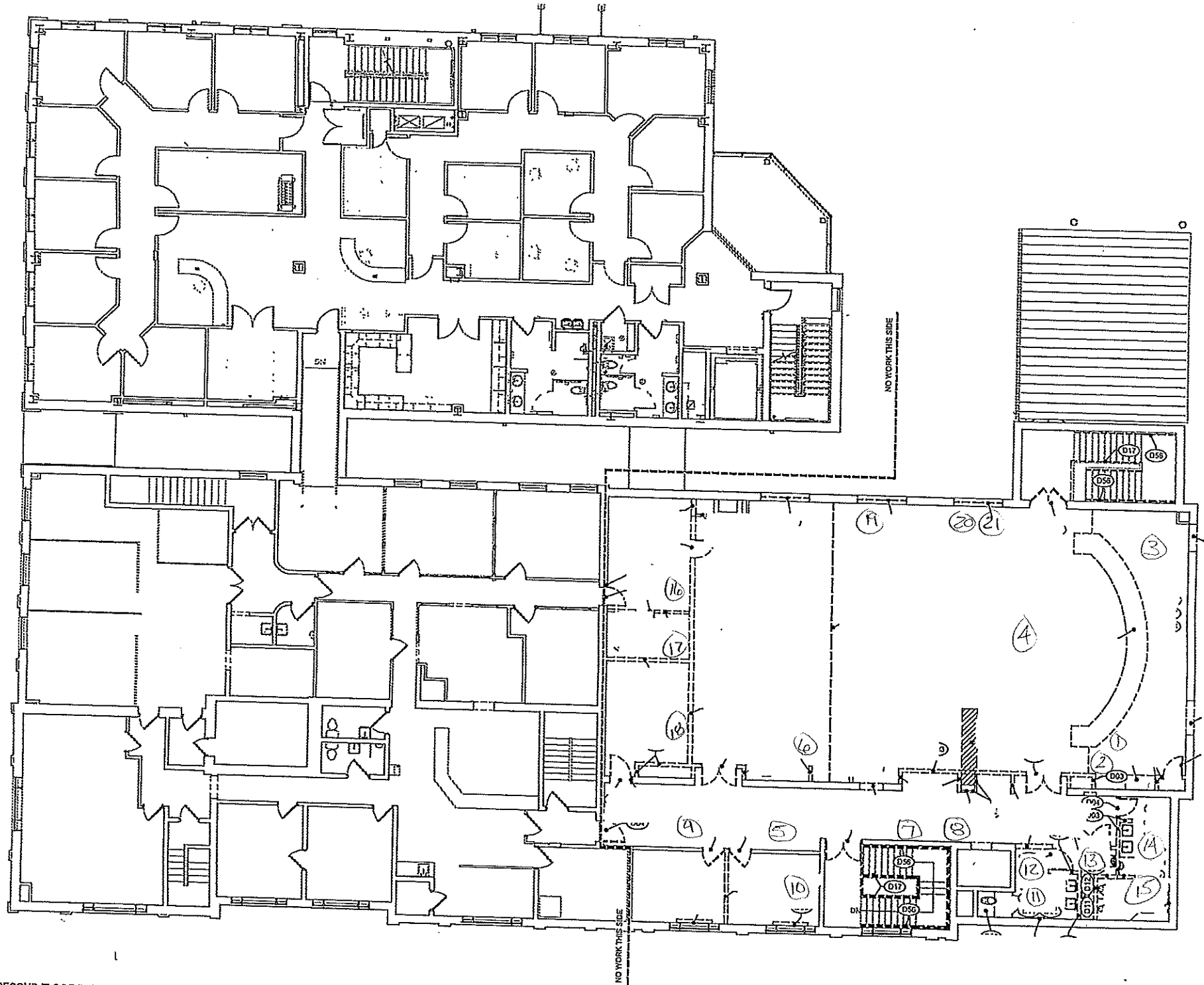
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NO WORK THIS SIDE

NO WORK THIS SIDE

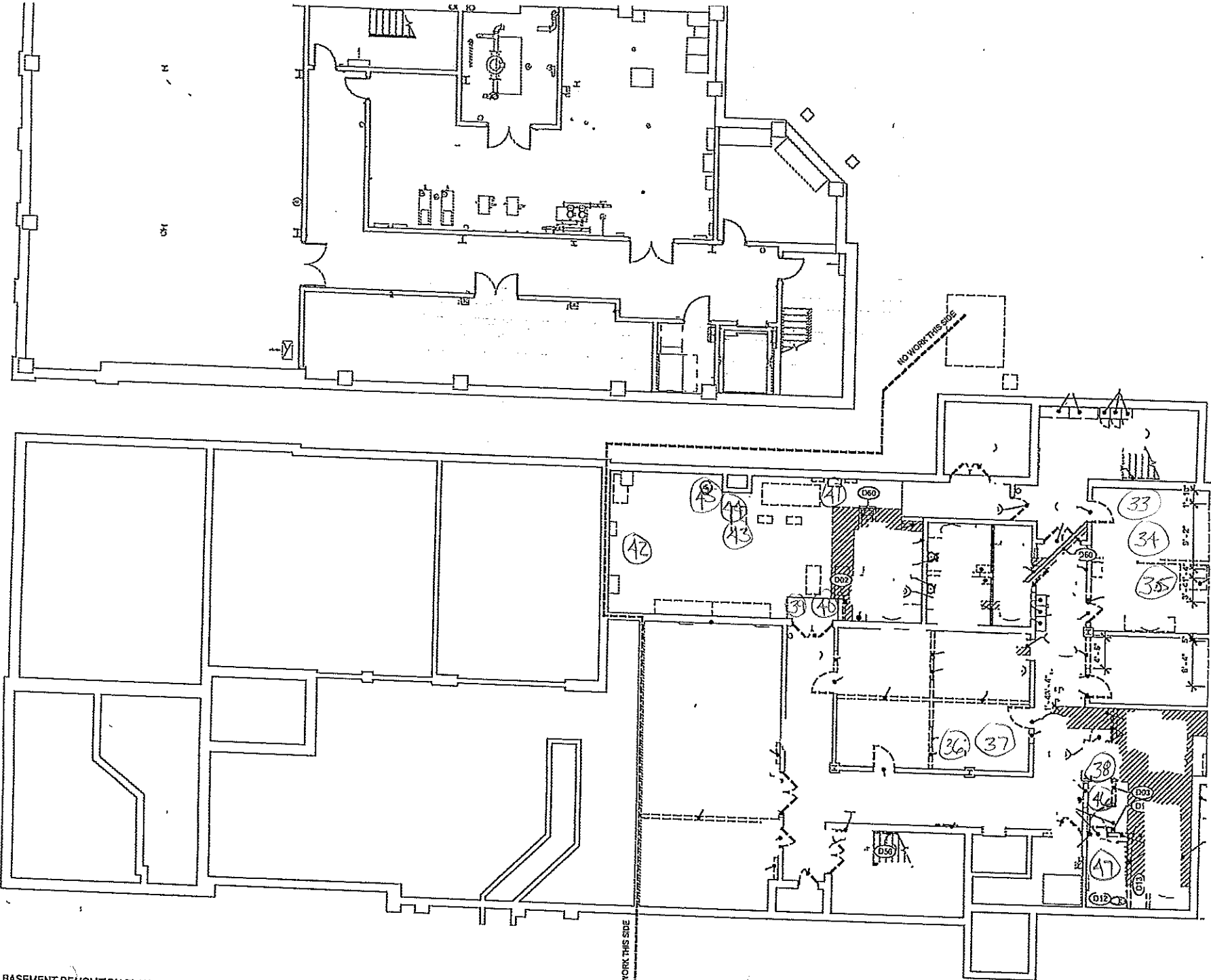
1st Floor



① SECOND FLOOR DEMOLITION PLAN
1/8" = 1'-0"

ZMS⁵⁰ FLOOR

24
23
22
21
20
19
18
17
16
15
14
13
12
11
10
9
8
7
6
5
4
3
2
1
0



① BASEMENT DEMOLITION PLAN
1/8" = 1'-0"

NO WORK THIS SIDE

NO WORK THIS SIDE

BASEMENT

APPENDIX C: CERTIFICATIONS

AEROSOL MONITORING & ANALYSIS, INC.

This is to certify that

PATRICK W GROVE

*has met the attendance requirements and successfully completed
the course entitled*

1-DAY EPA ASBESTOS PROJECT DESIGNER REFRESHER

For Accreditation Under TSCA Title II

10/25/2021

Course Date

10/25/2021


Exam Date

10/25/2022

Expiration Date

STEVE SIERACKI

Principal Instructor



VAPDR10252021-8

Certification No.

VAVAPDR10252021-8

Virginia Certification No.

E. Rush Barnett

Course Director



1331 Ashton Road

P.O.Box 646

Hanover, MD 21076

P: 410-684-3327

F: 410-684-3724

www.amatraining.com

AEROSOL MONITORING & ANALYSIS, INC.

This is to certify that

PATRICK W GROVE

*has met the attendance requirements and successfully completed
the course entitled*

1-DAY EPA ASBESTOS SUPERVISOR REFRESHER

For Accreditation Under TSCA Title II

08/23/2021

Course Date

08/23/2021

Exam Date

8/23/2022

Expiration Date

STEVE SIERACKI

Principal Instructor



VASR08232021-5

Certification No.

VAVASR08232021-5

Virginia Certification No.

E. Rush Barnett

Course Director



1331 Ashton Road

P.O.Box 646

Hanover, MD 21076

P: 410-684-3327

F: 410-684-3724

www.amatraining.com

AEROSOL MONITORING & ANALYSIS, INC.

This is to certify that

PATRICK W GROVE

*has met the attendance requirements and successfully completed
the course entitled*

4-HOUR EPA ASBESTOS INSPECTOR REFRESHER

For Accreditation Under TSCA Title II

03/18/2021

Course Date

03/18/2021

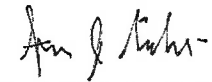
Exam Date

3/18/2022

Expiration Date

STEVE SIERACKI

Principal Instructor



AIREF03182021-4

Certification No.

VAAIREF03182021-4

Virginia Certification No.

E. Rush Barnett

Course Director



1331 Ashton Road

P.O.Box 646

Hanover, MD 21076

P: 410-684-3327

F: 410-684-3724

www.amatraining.com

PENNSYLVANIA ASBESTOS CERTIFICATION

045550

Sex	Height	Eyes	Birth Date
M	5'10"	BRO	03/26/1962



Expires	Issue Date
12/23/2021	01/25/2021

Class
PROJECT DESIGNER

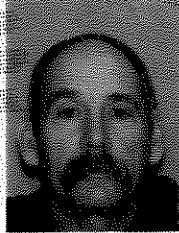
PATRICK W GROVE
C/O BAXTER GROUP INC
941 PROGRESS ROAD
CHAMBERSBURG PA 17201

Handwritten signature

PENNSYLVANIA ASBESTOS CERTIFICATION

045550

Sex	Height	Eyes	Birth Date
M	5'10"	BRO	03/26/1962



Expires	Issue Date
08/23/2022	09/20/2021

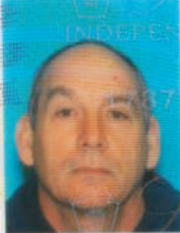
Class
SUPERVISOR

PATRICK W GROVE
C/O BAXTER GROUP INC
941 PROGRESS ROAD
CHAMBERSBURG PA 17201

Patrick W. Grove

PENNSYLVANIA ASBESTOS CERTIFICATION

045550



Sex	Height	Eyes	Birth Date
M	5'10"	BRO	03/26/1962

Expires	Issue Date
03/18/2022	03/29/2021

Class
INSPECTOR

PATRICK W GROVE
C/O BAXTER GROUP INC
941 PROGRESS ROAD
CHAMBERSBURG PA 17201

Patrick W. Grove

NONDISCRIMINATION / 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 nondiscrimination 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 Nondiscrimination/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 nondiscrimination 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 Nondiscrimination/Sexual Harassment Clause.
- F. The Covered Entity, any sub-grantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/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 Nondiscrimination/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 #

PROPOSER AFFIDAVIT

The Specifications and all papers required by it and submitted herewith, the Contract, and all papers made a part hereof by its terms, are hereby made a part of this Proposal.

The undersigned Proposer hereby represents as follows:

- A. That he has carefully examined the Proposal, the Contract, and the Specifications.
 - B. That no officer, agent, or employee of the Borough of Chambersburg is personally interested directly or indirectly in this Proposal and the accompanying Contract or the compensation to be paid herein under.
 - C. That the Proposal is made without connection with any person, firm or corporation making a Proposal for the same work, and is in all respects fair and without collusion or fraud; and
 - D. That should this Proposal be accepted by the Borough of Chambersburg, he will execute the Contract and furnish any other documents within the time and in the forms and amount required by the Contract and Specifications, and that upon his failure, neglect or refusal to do so, he shall forfeit to the Borough of Chambersburg the Proposal Security, not as a penalty, but as a liquidated damage.
-

Name of Proposer, Corporation, Firm or Individual

By: _____
Authorized Representative

Please Print Signature

Title

Business Address of Proposer

Phone #

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Proposal. According to the Pennsylvania Antirigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Proposer who makes the final decision on prices and the amount quoted in the proposal.
3. Bid-rigging, and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals, are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Proposer with responsibilities for the preparation, approval or submission of the proposal.
4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary proposal", as used in the Affidavit, has the meaning commonly associated with that term in the Proposal process and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or non-competitive proposal and any other form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit, in compliance with these instructions, will result in disqualification of the Proposal.

NON-COLLUSION AFFIDAVIT

Contract/proposal No. _____

State of :

County of :

I state that I am, _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this Affidavit on behalf of my firm and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

(1) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, Proposer or potential Proposer.

(2) Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before proposal opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from Proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or non-competitive proposal or other form of complementary proposal.

(4) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive proposal.

(5) (Name of Firm) _____ its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not, in the last four (4) years, been convicted or found liable or any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to Proposal on any public contract, except as follows:

I state that _____ (Name of Firm) understand and acknowledges that the above representations are material and important and will be relied on by _____ (Name of Public Entity) in awarding the contract(s) for which this proposal is submitted.

NON-COLLUSION AFFIDAVIT CONTINUED

I understand, and my firm understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from _____ (Name of Public Entity) of the true facts relating to the submission of proposal for this contract.

(Signature)

(Print Name)

(Company Position)

SWORN AND SUBSCRIBED
BEFORE ME THIS

(Date)

Notary Public
My Commission Expires:

(Date)

PROPOSAL

DATE _____

Project: Asbestos Removal at Police Station 100 S 2nd Street, Chambersburg, PA

ARTICLE 1 - PROPOSAL RECIPIENT

1.01 This Proposal is submitted to:

Borough of Chambersburg
100 S. Second Street
Chambersburg, PA 17201
Attn: Jamia Wright

1.02 The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with the Borough in the form included in the Proposal Documents to perform the Work as specified or indicated in the Proposal Documents for the prices and within the times indicated in this Proposal and in accordance with the other terms and conditions of the Proposal Documents.

ARTICLE 2 - PROPOSER'S ACKNOWLEDGMENTS

2.01 Proposer accepts all of the terms and conditions of the Notice / Advertisement, Instructions to Proposers, and General Terms and Conditions, including without limitation those dealing with the disposition of Proposal security, if applicable. The Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or up to 120 days if award is delayed by a required approval of a government agency, the sale of bonds or notes, or an award of a grant or grants for such longer period of time that Bidder may agree to in writing upon request of the Borough.

ARTICLE 3 - PROPOSER'S REPRESENTATIONS

3.01 In submitting this Proposal, Proposer represents, as set forth in the Proposal Documents, that the Proposer has:

- A. examined and carefully studied the Proposal Documents, including any Addenda, and the related data identified in the Proposal Documents;
- B. become familiar with and satisfied as to all Federal, State, and local laws and regulations that may affect cost, progress, or the performance of the Work;
- C. promptly gave the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer discovered in the Proposal Documents and confirmed that the written resolution thereof by the Borough is acceptable to Proposer; and
- D. determined that the Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 4 - BASIS OF PROPOSAL

4.01 Proposer will perform the Work as noted below in accordance with the Proposal and Contract Documents (indicate quantity where none is currently given) at the following FIRM prices:

Item No	Description	Bid Lump Sum Price in Figures (\$)
1.	Asbestos Removal at Police Station 100 S 2 nd St, Chambersburg, PA	\$ _____ _____

TOTAL BID AMOUNT (LUMP SUM BASE BID) (words):

ARTICLE 5 — TIME OF COMPLETION

5.01 Proposer agrees that the performance of the Work will conform to the schedule set forth in the Agreement.

ARTICLE 6 - ATTACHMENTS TO THIS PROPOSAL

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

- A. Proposal Bond;
- B. Required Non-Collusion Affidavit, Proposer Affidavit, and Non-Discrimination Affidavit; and
- C. Receipt of Addenda (if applicable)
- D. Required Pennsylvania Public Works Employment Verification Act Form.

Signature Appears on Following Page

The undersigned does further declare that the statements and representations made in this Proposal are true in every respect and that said Proposal is in all respects fair and made without collusion or fraud, and that no member of the Borough Council or any agent or employee of the Borough directly, or indirectly is interested in this Proposal, or in any portion of the profits expected to accrue therefrom.

Company Name _____

Address _____

Signature _____

Printed Name _____

Address _____

Name of person familiar with proposal

Phone number _____

Email _____

PROPOSAL BOND

BIDDER (Name and Address):

SURETY (Name and Address):

OWNER (Name and Address):

BOROUGH OF CHAMBERSBURG

100 South 2nd Street
Chambersburg, PA 17201

PROJECT

**ASBESTOS REMOVAL AT POLICE STATION
100 S. 2ND ST, CHAMBERSBURG, PA**

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 Intent to 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 and any and all defenses based on or arising out of any time extension to issue Notice of Intent to Award, provided that the time for issuing Notice of Intent to 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 made this _____ day of _____ 20____ (the "Effective Date") by and between the Borough of Chambersburg, a Municipal Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter the "Borough") and _____ (hereinafter the "Contractor").

WHEREAS the Borough has authorized the performance of certain Work in accordance with the Specifications hereto attached and made a part hereof; and

WHEREAS the Contractor has submitted to the Borough a Proposal for

ASBESTOS REMOVAL AT POLICE STATION 100 S. 2ND ST, CHAMBERSBURG, PA

in conformity with the Proposal Documents, including Specifications, hereto attached and made a part hereof; and

WHEREAS the Borough, after due consideration and appropriate action, has decided to award a contract to the Contractor in accordance with said Proposal.

NOW THEREFORE, THIS AGREEMENT WITNESSETH that the Borough and the Contractor in consideration of the requirements, terms, and conditions of the 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:

Article 1 - Basis of Agreement

The parties hereto recognize that any and all Proposal Documents, as defined in the Instructions to Proposers and including the said Specifications and any Addenda (if released), plus the Proposer's Proposal and required attachments, and any and all Written Amendment(s), Change Orders(s), and Notice to Proceed if issued after the Effective Date of this Agreement (hereinafter, the "Contract Documents"), are the basis of this Agreement, 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 the Contract Documents or written in this Agreement.

Article 2 – Work

The Contractor agrees to perform the Work as included in the Proposal and to faithfully perform and complete all Work connected therewith in full conformity with said Contract Documents, including the Specifications and Proposer's Proposal, 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, the Borough agrees to pay the Contractor and the Contractor agrees to accept from the Borough in full settlement therefor, the total sum or contract price of lawful money of the United States of America, at the time, in the manner, and under the conditions named in said Specifications and Proposal, which Proposer's Proposal is attached hereto and incorporated herein by reference as Exhibit A.

Article 3 – Point of Destination

For all deliveries, the place where the Goods or other materials are to be delivered shall be known as the Point of Destination and shall be designated as follows unless otherwise changed by the Borough:

Borough of Chambersburg
Utility Building
100 S. 2nd Street
Chambersburg, PA 17201

Article 4 - Contract Times & Term

All times set forth for the completion of the Work is the essence of the Agreement. The contract shall begin on the Effective Date and terminate on April 15, 2022. The Contractor and Borough agree to mutually determine a project schedule for individual projects. To the extent provided in the General Terms and Conditions, relating to disputes, applicable provisions herein shall continue in effect after expiration or termination, including early termination prior to the standard expiration date of the term, to the extent necessary to enforce or complete the duties, obligations, or responsibilities arising prior to termination, repayment of any money due and owing to either party pursuant hereto, and indemnifications specified hereto.

Article 5 – Contract Price

The Borough shall pay the Contractor for performance of the Work in accordance with the General Terms and Conditions, as provided in the Contract Documents as follows:

1 – The prices as stated in Contractor’s Proposal for all Items as included herein in Exhibit A as referenced in Article 2 herein. Contractor shall be sensitive to the quantity of equipment and personnel used on a given job in order to complete it efficiently with the least number of chargeable units necessary.

Article 6 – Payment Procedures

The Contractor shall submit invoices in accordance with and subject to the payment provisions as indicated in the General Terms and Conditions, as provided in Contract Documents.

Article 7 - 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.

Article 8 – Contractor’s Representations

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

- A. The Contractor has examined and carefully studied the Contract Documents and any and all other related data as identified in the Proposal Documents, including any technical data;
- B. Contractor is familiar with and satisfied as to all federal, state, and local Laws and regulations that may affect cost, progress, or the performance of the Work;
- C. 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;
- D. Contractor promptly gave the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor discovered in the Contract Documents and the Proposal Documents and confirmed that the written resolution thereof by the Borough is acceptable to Contractor; and
- E. Contractor determined that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

Article 9 - Correction of Defective Work

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 Article 9. Contractor's obligations under this Article 9 are in addition to any other obligation or warranty. In exercising the rights and remedies under this Article 9, the Borough shall proceed expeditiously.

If the Work is defective, in the sole opinion of the Borough or if Contractor 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.

Correction Period. If within one (1) year 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) or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to the Borough and in accordance with the Borough' written instructions:

- repair such defective land or areas; or
- correct such defective Work; or
- 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
- 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.

Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Article 9, 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.

If, instead of requiring correction or removal and replacement of defective Work, the Borough prefers to accept it, the Borough may do so.

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.

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.

Article 10 - Applicable Law / Venue

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, and in the event of dispute the venue of any action brought hereunder, upon the conclusion of mediation, as set forth in the General Terms and Conditions, shall be in Franklin County Court of Common Pleas.

Article 11 - Entire Agreement / Amendments

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. This Agreement cannot be modified, except by a written document signed by the parties hereto. Town Council’s approval at a public meeting shall be required to amend this Agreement unless otherwise delegated to its designees.

Article 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.

Article 13 - 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.

Article 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.

Article 15 - Severability

If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

Article 16 - 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 have set their hands and seals as of the date first above written.

(SIGNATURES APPEAR ON FOLLOWING PAGE(S))

(If Contractor is an Individual)

_____ Signature of Witness	_____ Signature of Individual
	Trading and doing business as:
	_____ Name of Business
	_____ Address of Business

(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

(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

Attest:

BOROUGH OF CHAMBERSBURG

100 South 2nd Street
Chambersburg, PA 17201

Jamia L. Wright

Borough Secretary

Allen B. Coffman

President of Town Council

END OF AGREEMENT

PERFORMANCE BOND

CONTRACTOR (Name and Address): SURETY (Name and Address):

OWNER (Name and Address): **BOROUGH OF CHAMBERSBURG**
100 South Second Street
Chambersburg, PA 17201

AGREEMENT

Amount:

Project Identification

ASBESTOS REMOVAL AT POLICE STATION
100 S. 2ND ST, CHAMBERSBURG, PA

Contract Identification:

General Construction

BOND

Date:

Amount:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the Performance of the Work as defined by the Agreement, which is incorporated herein by reference.
2. If the Contractor performs the Work, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Article 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Work. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Work, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor default; and
 - 3.2 The Owner has declared a Contractor default and formally terminated the Contractor's right to complete the Work. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Paragraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Agreement or to a contractor selected to perform the Work in accordance with the terms of the Agreement with the Owner.

4. When the Owner has satisfied the conditions of Article 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Work; or
 - 4.2 Undertake to perform and complete the Work itself, through its agents or through independent contractors; or
 - 4.3 Obtain Proposals or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Work, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Work, and pay to the Owner the amount of damages as described in Article 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Article 4 within fifteen (15) business days of Owner's satisfaction of the conditions of Article 3, or within twenty-four (24) hours after notice, where notice states that immediate action by the Surety is necessary to safeguard life or property, the Surety shall be deemed to be in default on this Bond three (3) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Work, and if the Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Agreement, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Agreement. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Work, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for:
 1. Completion of the Work.
 2. Correction of defective work during the one-year Correction Period, as defined in Paragraph 11 of the Agreement. The one-year Correction Period shall be extended for one year from the completion of the correction of defective work.
 - 6.2 Additional legal, design, professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Article 4; and
 - 6.3 Liquidated damages, or at the option of the Owner, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Work, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. To the extent of payment to the Surety of the Balance of the Contract Price, the Surety shall defend, indemnify, and hold harmless the Owner from all claims, suits, causes of action, and demands (including all costs of litigation and reasonable attorney fees), which are brought against Owner by Contractor or by any other party and which arise from or by reason of payment to the Surety of the Balance of the Contract Price.
9. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders, and other obligations.
10. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working and within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Article are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the front page.
12. When this Bond has been furnished to Owner in compliance with the Public Works Contractor's Bond Law of 1967, 8 P.S. § 191 *et. seq.*, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
13. The law controlling the interpretation or enforcement of this Bond shall be Pennsylvania Law.
14. Definitions:
 - 14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Agreement after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Agreement.
 - 14.2 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
 - 14.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Agreement or to perform and complete or comply with the other terms thereof.

(If Contractor is an Individual)

Signature of Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

(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

(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

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 in behalf of the corporation.

Type or print name below each signature.

END OF PERFORMANCE BOND

PAYMENT BOND

CONTRACTOR (Name and Address): SURETY (Name and Address):

OWNER (Name and Address): **BOROUGH OF CHAMBERSBURG**
100 South Second Street
Chambersburg, PA 17201

AGREEMENT

Amount:

Project Identification: **ASBESTOS REMOVAL AT POLICE STATION
100 S. 2ND ST, CHAMBERSBURG, PA**

Contract Identification: General Construction

BOND

Date:

Amount:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Work as defined by the Agreement, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless the Owner from all claims, demands, liens, or suits by any person or entity who furnished labor, materials, or equipment for use in the performance of the Work, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Article 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Article 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Article 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Article 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Article 4, the Surety shall promptly and at the Surety's expense take the following actions.
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
 - 6.3 The Surety's failure to discharge its obligations under this Section 6 shall not be deemed to constitute a waiver of defenses the Surety or the Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this Section 6, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant under this Section 6.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Agreement shall be used for the performance of the Work and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Work are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the Work.
9. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Work. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraphs 4.2.3 or 4.1, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Agreement, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the front page. Actual receipt of notice by Surety, the Owner, or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the front page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions:

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Work. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Work, architectural and engineering services required for performance of the Work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Agreement or to perform and complete or comply with the other terms thereof.

(If Contractor is an Individual)

Signature of Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

(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

(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

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 in behalf of the corporation.

Type or print name below each signature.

END OF PAYMENT BOND



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

Contractor Subcontractor (check one)

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

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

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

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

Authorized Representative Signature

Receipt of Confirmation of Proposal Documents

For

ASBESTOS REMOVAL AT POLICE STATION 100 S. 2ND ST, CHAMBERSBURG, PA

All prospective Proposers who obtained the Proposal Documents electronically must either fax or email this "Receipt of Confirmation" form no later than 9:00 AM on Wednesday, February 02, 2022 EST to:

Jamia L. Wright, Borough Secretary, at (717) 261-3240 or jwright@chambersburgpa.gov.

The undersigned confirms receipt of all 89 pages of the Proposal and contract documents dated January 18, 2022 for the project referenced above as posted electronically at www.chambersburgpa.gov.

Name of Company _____

Name of Recipient _____

Signature of Recipient _____

Title of Recipient _____

Phone No: _____

Fax No: _____

E-mail: _____

Date: _____