

**SPECIFICATIONS AND CONTRACT DOCUMENTS**

**For**

**PERMANENT RESTORATION OF SURFACE OPENINGS ON  
BOROUGH STREETS  
BOROUGH OF CHAMBERSBURG GOOSENECK  
REPLACEMENT PROJECT**

**FOR**

**THE BOROUGH OF CHAMBERSBURG**

**Issued**

**JUNE 01, 2021**

**Bids for items covered by these Specifications must be received by the Borough Secretary, 100 South Second Street, Chambersburg, Pennsylvania 17201, before 2:30 P.M., legal time, TUESDAY, JUNE 29, 2021.**

**Borough Contact Name: Lance Anderson  
Water/Sewer Department Superintendent  
[landerson@chambersburgpa.gov](mailto:landerson@chambersburgpa.gov)**

**Proposal Submitted By:**

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**NOTICE – SEEKING BIDS**

The Borough of Chambersburg is accepting sealed bids for:

**PERMANENT RESTORATION OF SURFACE OPENINGS ON BOROUGH STREETS  
BOROUGH OF CHAMBERSBURG GOOSENECK REPLACEMENT PROJECT**

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 or by downloading it free from the Borough of Chambersburg Website; [www.chambersburgpa.gov](http://www.chambersburgpa.gov).

The Town Council intends to award a contract to the overall lowest responsible bidder as determined by Town Council to be in the best interest of the Borough of Chambersburg.

A Proposal Bond in the amount of ten percent (10%) of the bidders maximum bid price is required to be accompanied with a Bid. A Performance Bond and Payment Bond each in the amount of one hundred percent (100%) of the contract price shall be required from the Successful Bidder. A non-collusion affidavit is required for this Bid. The Contract will be subject to the Davis-Bacon Wage Determination established by the United States Department of Labor.

A pre-bid meeting will be held on TUESDAY, JUNE 15, 2021 at 10:00 a.m. in the fourth floor Community Room in the new Utility Departments Addition to Borough Hall, 100 South Second Street, Chambersburg, Pennsylvania.

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

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

Bids will be received at the above address until **2:30 PM, on Tuesday, JUNE 29, 2021**. Any Bid received after said date and time will be returned unopened. All bids must be in a sealed envelope clearly marked “Bid for Borough of Chambersburg”, bearing the name of the bidder and “**Permanent Restoration of Surface Openings on Borough Streets Borough of Chambersburg Gooseneck Replacement Project**”. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation “BID ENCLOSED” on the face of it. Please mail bids to to the attention of: Jamia L. Wright, Borough Secretary

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

The Town Council reserves the rights to formally accept a Bid and award a Contract by public announcement at a duly advertised and public meeting of the Town Council.

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 BIDDERS

### **PERMANENT RESTORATION OF SURFACE OPENINGS ON BOROUGH STREETS BOROUGH OF CHAMBERSBURG GOOSENECK REPLACEMENT PROJECT**

#### **1. Project Overview**

The Borough of Chambersburg (the “Borough”) is seeking bids from qualified bidders for the general procurement of: **Permanent Restoration of Surface Openings on Borough Streets Borough of Chambersburg Gooseneck Replacement Project** (the “Work”), as further described in the Specifications herein.

In general, the Contract involves the competitive solicitation of Permanent Restoration of Surface Openings on Borough Streets. Bids will be based on a “per square yard” bid, materials included. Work associated with this Contract shall be conducted between September 1, 2021 and December 31, 2023, with milestones to be established in accordance with these bid documents. The Contract will be subject to the Davis-Bacon Wage Determination established by the United States Department of Labor.

From time to time throughout the term of this Contract, the Borough shall provide written Notices to Proceed to the Contractor that contain a list of the work to be completed, the location of each street surface opening, and a date of required completion for this particular list, either thirty (30), sixty (60), or ninety (90) days from the Date of Issuance of the written Notice to Proceed for that specific portion of the contract work. Contractor shall have five (5) business days from the Date of Issuance of the respective Notice to Proceed to either accept the work or request that the Borough extend the deadline for completion. In no event shall the Contractor be provided more than ninety (90) days to complete the work. If the Borough and successful bidder cannot agree on a completion date, the Borough may award the particular list of work to the next lowest bidder who can meet the completion date.

Payments for the work associated with each written Notice to Proceed shall only be made after completion of the work associated with that particular written Notice.

#### **2. Bidding Documents and Contract Documents**

The Bidding Documents include the following documents:

- Notice / Advertisement
- Instructions to Bidders
- General Terms and Conditions
- Specifications
- Non-Discrimination Notice
- Bidder Affidavit
- Non-Collusion Affidavit
- Proposal
- Proposal Bond
- Agreement
- Performance Bond
- Payment Bond
- Safe Operating Procedures / Guidelines: Safe Procedures for Cutting or Breaking Up Asphalt
- W-9 Form
- Receipt of Confirmation of Bidding and Contract Documents
- Addenda (if released by Borough)
- Receipt of Addenda (if Addenda is released by the Borough)
- Davis-Bacon Wage Determination

**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](http://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 JUNE 18, 2021 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 Bidders**

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.

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

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

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

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

- 6.1.1 examine and carefully study these Bidding Documents, including any Addenda;
- 6.1.2 visit the site and become familiar with and be satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work;
- 6.1.3 consider all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the Work;
- 6.1.4 correlate the information known to Contractor, information and observations obtained from visits to the site, reports, and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents; and
- 6.1.5 promptly notify the Borough of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Bidding Documents.

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

- 6.2 Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to the Borough by the owners of such Underground Facilities or others, and the Borough does not assume responsibility for the accuracy or completeness thereof.
- 6.3 Before submitting a Bid, each Bidder shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Bidding Documents.

**7. Interpretations and Addenda**

Any questions or requests for interpretation of any provision of the Bidding Documents or the Project shall be made to Lance Anderson, [landerson@chambersburgpa.gov](mailto:landerson@chambersburgpa.gov) prior to or during the pre-bid meeting, which will be held on TUESDAY, JUNE 15, 2021 at 10:00 a.m. at the Borough Hall, 100 South Second Street, Chambersburg, PA. or at least five (5) days prior to the submission deadline.

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

**8. Security**

- 8.1 All bonds shall be in the form 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, Contractor shall promptly notify the Borough and, within twenty (20) days after the event giving rise to such notification, provide another bond and surety.

- 8.2 Proposal Bonds. Each Bid must be accompanied by a Bid security made payable to the Borough in an amount of ten percent (10%) of Bidder's maximum Bid price according to the following formula below 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 Proposal Security shall be calculated using the following formula:

$$7,900 \text{ square yards X Bidder's bid amount per square yard X } 0.10$$

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 the each of the three lowest Bidders will also be returned.

- 8.3 Performance and Payment Bonds. When the apparent Successful Bidder delivers the signed Agreement to the Borough, it must be accompanied by the required 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 One Hundred Percent (100%) of the estimated contract price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents.

The Performance and Payment Bonds shall each be calculated using the following formula:

$$7,900 \text{ square yards X Bidder's bid amount per square yard}$$

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.

**9. Liquidated or Other Damages**

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

**10. Pre-bid Meeting Information**

A pre-bid meeting will be held on **TUESDAY, JUNE 15, 2021 at 10:00 a.m.** in the fourth floor Community Room in the new Utility Departments Addition to Borough Hall, 100 South Second Street, Chambersburg, PA 17201. Bidders are encouraged to attend and participate in the conference. Oral statements made at the pre-bid meeting by the Borough, its officers, employees, agents, and consultants may not be relied upon and will not be binding or legally effective. The Borough may release an Addendum in response to questions arising at the conference if deemed necessary or desirable by the Borough

**11. Proposal Form**

The Bid 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 Bidder'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 (hereinafter the “Bid”) of an individual must be signed by the individual person. The Bid of a partnership must state the names of each partner and it must be signed by at least one partner. The Bid of a corporation must show the State of incorporation and must be signed by the President or Vice President. The Bid of an LLC must show the State of Incorporation and must be signed by an authorized member for the LLC. All names must be typed or printed below each signature. Bid prices shall be inclusive and shall include, if applicable, all taxes of whatever nature applicable to the Work. Submission of prices for Alternates, if any, is mandatory.

The following should be considered by Bidder with Bid submission:

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

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

PROJECT SITE, Chambersburg, PA 17201.

**Prevailing Wage:** The Agreement will be subject to the Davis-Bacon Wage Determination established by the United States Department of Labor. The Contractor shall therefore pay at least the wage rates as determined in the decision of the United States Department of Labor and shall comply with the conditions of the Davis-Bacon Act, and the regulations issued thereto, to assure the full and proper payment of the rates. Included in the Specifications are duties of the Contractor under Davis-Bacon Act as well as the Davis-Bacon Wage Determinations that therefore may be applicable to this Project.

## **12. Submission of Bids**

Bids shall be submitted no later than the time and place indicated in the Notice. All bids must be in a sealed envelope clearly marked “Bid for Borough of Chambersburg”, bearing the name of the bidder and “**Permanent Restoration of Surface Openings on Borough Streets Borough of Chambersburg Gooseneck Replacement Project**”. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation “**BID ENCLOSED**” on the face of it. Please mail bids to Attention: Jamia L. Wright, Borough Secretary. The Bidder is solely responsible for delivering Bid to the Borough at the location of, and by the time of, the Bid opening designated in the Notice.

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

- Proposal
- Bidder Affidavit
- Non-Collusion Affidavit
- Proposal Bond
- Receipt of Addenda (if applicable)

Bidders may provide comments to clarify or describe their technical offer, **but Bidders cannot change, modify, delete or make additions to the wording to any of the Bidding Documents, including the Agreement, General Conditions, or the Proposal form. Unauthorized conditions, exceptions, limitations, or provisions attached to the bid may be cause for rejection of the Bid, at the Borough’s sole and absolute discretion.** Any questions regarding the Bidding Documents shall be submitted as a

request for interpretation and the Bidding Documents may only be modified by Addendum issued by the Borough prior to the Bid opening date.

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

**13. Modification and Withdrawal of Bids**

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

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

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

**14. Bids to Remain Subject to Acceptance**

For the initial award, Bids shall remain open for a period of up to 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 up to 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. In addition, each Bidder, by submitting a bid, agrees to keep their Bid price fixed through 2024 in the event the Successful Bidder (the "Contractor") cannot agree on a completion date for a particular list of work and the Borough desires to award the particular list of work to the next lowest Bidder who can meet the completion date.

**15. Award of Contract**

The Borough reserves the right, without limitation, to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder, if the Borough believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Borough. The Borough also reserves the right to waive all irregularities or informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

The Borough will correct discrepancies in Bidder's mathematical totals. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies



between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

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

If the Contract is to be awarded, the Borough will give the apparent Successful Bidder a Notice of Intent to Award.

The Successful Bidder is required to complete an Internal Revenue Service Form (W-9) providing the bidder's taxpayer identification number (TIN), address, and, if applicable, certification regarding backup withholding prior to and as a condition of the award of the Contract. The Borough may waive this provision in the event the Borough is in possession of an accurate and up to date W-9 form.

**16. Signing of Agreement**

When the Borough gives a Notice of Intent to Award to the apparent successful Bidder, it will be accompanied by three (3) unsigned counterparts each of the Agreement (each with a copy of the Bid submission, the Payment and Performance Bonds, and the W-9 Form. Within fifteen (15) days thereafter, apparent Successful Bidder shall sign and deliver to the Borough the three (3) signed counterparts of the Agreement accompanied by the executed Performance and Payment Bonds (with a power-of-attorney certificate attached to each) or other forms of financial security, required insurance certificate(s), and the completed W-9. The Notice of Intent to Award may be annulled, at the discretion of the Borough, if the apparent Successful Bidder does not execute, and deliver to the Borough the Agreement, together with the required Performance and Payment Bonds, insurance certificate(s), completed W-9 Forms, within fifteen (15) days from the date of the Notice of Intent to Award; Bidder shall be considered in Default, and the full amount of its Bid Bond shall be forfeited.

In the event the Successful Bidder (the "Contractor") cannot agree on a completion date for a particular list of work and the Borough desires to award the particular list of work to the next lowest Bidder who can meet the completion date, the Borough will give the next lowest bidder the option of entering into an Agreement for that particular list of work only in the same manner and according to the same conditions as set forth in this Paragraph 1.

## GENERAL TERMS AND CONDITIONS

### **1. Labor and Equipment**

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

### **2. Inspection of Work or Equipment, Goods, Acceptance**

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

### **3. Termination and Suspension**

Should Contractor fail to perform the Work and/or Services to the satisfaction of the Borough, in the Borough's sole and absolute discretion, or to comply with any of the provisions of the Agreement, the Borough may terminate the Agreement for cause upon seven (7) days written notice of intent to terminate to Contractor. Contractor's services will not be terminated if Contractor begins within seven (7) days of receipt of the notice of intent to terminate to correct and cure the deficiencies set forth in said notice and it proceeds in a diligent manner to cure such deficiencies within no more than fifteen (15) days of receipt of said notice, unless the Borough in its sole and absolute discretion extends such time to cure in writing.

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

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

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

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

### **4. Warranty**

Contractor warrants and guarantees to the Borough that all Work will be in accordance with the Contract Documents and will not be defective. 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 under Paragraph 5.3 of the Agreement for each written Notice to Proceed. Neither final payment nor acceptance of the work shall relieve Contractor of responsibility for failure to comply with the Specifications. Contractor shall remedy any defects in his work that shall appear within a period of one (1) year from completion and acceptance, and shall bear the expense of repairing everything that has been destroyed or damaged by such defects.

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

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

**5. Permits, Licenses, etc.**

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

**6. Assignment**

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

**7. Invoices and Payment**

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

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

**8. Insurance**

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

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

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

WORKMEN’S COMPENSATION

Statutory limit as required by the Commonwealth of Pennsylvania.

BUSINESS AUTOMOBILE – Covering Any Automobile (Symbol I)

Bodily Injury Liability and Property Damage Liability	\$1,000,000 (CSL)
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COMMERCIAL GENERAL LIABILITY (CGL)

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Medical Expense Limit	\$ 15,000

The Borough, its elected officers and employees, shall be named an additional insured on the Contractor's CGL policy. Before starting work the Contractor shall furnish to the Borough for its examination and approval such policies of insurance with all endorsements, or a conformed specimen thereof certified by the agent of the insurance company, together with certificates of the insurance company of such insurance, such certificate to provide that insurance company will give the Borough ten (10) days written notice of any cancellation or change in the terms of such policy during the periods of coverage.

**9. Indemnification**

Contractor and its subcontractors, if any, successors and assigns, its employees, agents, servants, and/or anyone acting under Contractor’s control and/or Contractor’s direction shall release, hold harmless, and indemnify the Borough, its officers, elected officials, agents, representatives, and employees acting within the scope of their official duties from and against any and all damages, costs, claims, suits, demands and expenses (including but not limited to reasonable attorneys’ fees) to the extent caused by the negligent acts, errors, or omissions of Contractor, its employees, subcontractors, agents, servants, and/or anyone acting under Contractor’s control and/or Contractor’s direction, in the performance of the requirements of this Agreement. Contractor shall defend any lawsuit commenced against the Borough and shall pay any judgments and costs connected with such proceeding which are based upon the negligent acts or omissions of Contractor or its employees, agents, servants, and/or anyone acting under Contractor’s control and/or Contractor’s direction. If Contractor is successful in defending such a lawsuit, then the Borough will reimburse Contractor for its costs and expenses associated with such defense only to the extent that such liabilities arise from an action which can be properly brought against the Borough as an exception to governmental immunity in accordance with the Political Subdivision Tort Claims Act, 42 Pa.C.S.A. § 8541 *et. seq.* and in accordance with such limits of liability set forth in the Act. This Section 9 shall survive the termination of the Contract.

**10. 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.

The successful bidder is required to complete an Internal Revenue Service Form (W-9) providing the bidder's taxpayer identification number (TIN), address, and, if applicable, certification regarding backup

withholding. The successful bidder must submit a completed (W-9) Form along with the executed Agreement. The Borough may waive this provision in the event the Borough is in possession of an accurate and up to date W-9 form. A W-9 form is not included with the Bidding Documents but may be provided to the successful bidder upon request.

#### **11. Additional Contractor Compliance**

All Work performed under the Contract shall conform with all applicable federal, state and local laws, including but not limited to the following, if applicable:

- a. Contractor shall comply with United States of American Davis-Bacon Act, 40 U.S.C. §3141 *et seq.*, as amended, as applicable.
- b. Contractor is subject to the provisions of the Pennsylvania Steel Products Procurement Act of 1978, P.L. 6, as amended. The Act and amendments require that the Contractor use or furnish only steel products (as defined in the Act and amendments) which have been produced in the United States.
- c. Contractor is subject to the provisions of the American Iron and Steel (“AIS”) in accordance with the provisions of the Federal Consolidated Appropriations Act, January 17, 2014, P.L. 113 No. 76 § 436. require that the Contractor use or furnish only steel products (as defined in the Act and amendments) The AIS requires that the Contract use or furnish only steel and iron products (as defined in the AIS) which have been produced in the United States.
- d. Contractor is subject to the provisions of Pennsylvania Act 247 of 1972, as amended, relating to the prevention of environmental pollution and the preservation of public natural resources.
- e. Contractor is subject to the provisions of the Pennsylvania Human Relations Act No. 222 of 1955, as amended.
- f. Contractor is subject to the provisions of Pennsylvania Underground Utility Line Protection Act, Act 287 of 1974, as amended by Act 121 of 2008, which requires contractors to notify public utilities prior to starting excavation or demolition work.
- g. Contractor shall comply with the Pennsylvania Public Works Contract Regulation Law, as amended by Act 142 of 1994 as it relates to timely payment by Contractor and Subcontractor to its Subcontractors.
- h. Contractor shall comply with the Antbid-Rigging Act, 62 Pa.C.S.A §4501, *et seq.*

#### **12. Right to Know**

The Contractor acknowledges and understands that any information received by the Borough may be subject to the Pennsylvania Right to Know Law, 65 P.S. § 67.101 *et seq.* If any information received by the Borough is subject to a request pursuant to the Pennsylvania Right to Know Law, the Borough shall notify the Contractor within five (5) days of receiving said request pursuant to the Right to Know Law. The Parties hereto shall use all reasonable efforts to coordinate a response pursuant to the Right to Know Law. In the event that the Contractor determines that the requested information is considered a Trade Secret or Confidential Proprietary Information as defined by the Right to Know Law or that any other exemption applies, the Contractor shall notify the Borough within five (5) days of it receiving notification from the Borough of the request for information pursuant to the Right to Know Law. In the event that the Borough denies a request pursuant to the Right to Know Law at the Contractor’s request and that denial of information is appealed to the Pennsylvania Office of Open Records and/or Pennsylvania Courts, the Contractor shall indemnify the Borough for any and all legal expenses incurred by the Borough as a result of such challenge and may participate in any proceedings as an interested party. The Contractor’s duties regarding the Right To Know Law are continuing duties that survive the expiration of the Agreement.

## SPECIFICATIONS

**Project: Permanent Restoration of Surface Openings on Borough Streets  
Borough of Chambersburg Gooseneck Replacement Project**

1. The work under this Contract shall be performed throughout the 2021, 2022, and 2023 construction seasons for the permanent restoration of surface openings on Borough streets specifically for the Gooseneck Replacement Project by the Water Department . At the time when these bid specifications were prepared, it is estimated that approximately 1980 patches with an average size of 6' x 6' will be required during the project. More patches may be added or removed as determined by the Borough in its sole and absolute discretion. It is expected that work will begin in October 2021 with approximately 10% of the patches being required in 2021 followed by 45% being required in 2022 and 45% being required in 2023. All patches must be completed by October 15, 2023 and all work must be finished by this Contract deadline. Any extensions will be decided by the Borough in its sole and absolute discretion and in accordance with to Paragraph 6.3 of the Agreement.
2. The Borough may withhold payment for Work completed after October 15, 2023 at the sole discretion of the Borough. Failure to complete the Work may invalidate the Contractor's eligibility for future Borough contracts.
3. The Contractor shall furnish all supervision, labor, equipment and tools necessary to perform the work in accordance with these Specifications.
4. The Contractor shall provide traffic control as required under PennDOT Publication 203, entitled "Work Zone Traffic Control."
5. Contractor shall provide and place Rough Road signs at each point of entry to the Work Zone.
6. The Contractor shall use copious amounts of amended water in all excavations and disturbances. Water for sawing operations may be obtained from Borough Service Center, otherwise, the Contractor shall furnish water supply.
7. For all work that involves saw cutting, a storm water filter sock must be placed around all storm sewer inlets that could potentially be affected by run-off from the saw cutting operation or precipitation runoff.
8. The Contractor shall use best management practices and procedures for excavation and will control debris and fiber release. The Contractor shall evaluate the work zone and establish the best manner to address the required excavation. Furthermore, the Contractor will collect all runoff, slurry and other material created by its activities including, but not limited to, the activities of its subcontractors and/or other persons under its control and/or supervision, and take any and all necessary actions to prevent runoff, slurry and other materials created by the Contractor's activities from running into the sewer system and/or any waterway of the Borough.
9. The Contractor shall perform the work under the contract by proceeding in the following manner:
  - a. For mid-block patches (that is patches that are not within 10 feet of the intersection of a street or alley), one foot (1') around perimeter of trench shall be sawed in straight lines parallel and perpendicular to the travel lanes.
  - b. For end of block patches (that is patches that are within 10 feet of an intersection with a street or alley), a trench approximately equal to the edge of the intersection shall be sawed in straight lines parallel and perpendicular to the travel lanes.

- c. For mid-intersection patches (that is patches that are coterminous with an intersection with a street or alley), a trench approximately equal to the full travel lane through the intersection shall be sawed in straight lines parallel and perpendicular to the travel lanes.
  - d. For large patches (that is patches where the street opening exceeds 100 square feet), a trench approximately equal to the width of the travel lane of the cartway from curb edge to center line shall be sawed in straight lines parallel and perpendicular to the travel lanes.
  - e. In all cases the Borough Engineering Department shall define the patch area required.
  - f. Remove temporary patching material from ditch and pavement from sawed area.
  - g. Clean and dry the excavated area by air or by brooming after compacting.
  - h. Apply a tack coat of "E-1 Emulsified Asphalt" to bottom and vertical faces at a rate no greater than 0.1 gallon per square yard.
  - i. Apply five inches (5") of Superpave 25.0 mm Base Course compacted; if more is required, will provide bid price for payment.
  - j. Allow base course to air dry to a temperature of 140° F, then apply two inch (2") Superpave 9.5 mm Wearing Course and compact to meet adjacent roadway. Compaction shall be from the edges toward the center.
  - k. Seal joint lines with PG 64S-22.
10. The bid price for work performed under this Contract shall be on a "Per Square Yard" basis.
  11. Any adjustments to depth shall be pro-rated at no less than one (1") inch increments using the bid price per square yard as basis.
  12. Any variations from these Specifications shall require approval by the Borough Engineering Department prior to proceeding with such variations.
  13. The Contractor will properly transport and dispose of all materials in accordance with local, state and federal laws and/or regulations. The Contractor may dispose clean fill generated by this Project at the Borough farm. The Contractor shall be responsible for remediation of any and all non-clean fill materials.
  14. The Contractor shall purchase all bituminous materials necessary to perform the work under this Contract.
  15. The Contractor shall be responsible for damages to all utilities, public and private property, and for failure of work performed provided such failure is attributed to poor workmanship.
  16. The Borough shall monitor the work performed by the Contractor and shall document data pertinent to future analysis of durability of work performed.
  17. The Contractor should maintain a record of all patches including size and location and date completed.
  18. From time to time throughout the term of the Agreement, the Borough shall provide written Notice to Proceed to the Contractor which contains a list of the work to be completed, the location of each street surface opening, and a Date of Completion for this particular list, either thirty (30), sixty (60), or ninety (90) days from the Date of Issuance of each written Notice to Proceed. Contractor shall have five (5) business days from the Date of Issuance to request the Borough in writing to reconsider the Date of Completion.. The Borough, in its sole and absolute discretion, shall respond to the written request within five (5) business days. If the Borough determines that a new Date of Completion is warranted based on the written request of Contractor, the Borough shall issue an Amended Notice to Proceed with an amended Date of Completion. In no event shall the Contractor be provided more than ninety (90) days to complete the work. The Borough may award and issue a Notice to Proceed for the particular list of work to the next lowest bidder who can meet the Date of Completion in the event the Borough and Contractor cannot agree on the Date of Completion.

19. Payments for the work associated with each written Notice to Proceed shall only be made after completion and inspection by the Borough of the work associated with that particular written Notice to Proceed and shall be subject to the retainage provision in Paragraph 5.2 of the Agreement.



## 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.

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Name of Bidder, Corporation, Firm or Individual

By: \_\_\_\_\_  
Authorized Representative

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Please Print Signature

---

Title

---

Business Address of Bidder

---

Phone #

**BIDDER AFFIDAVIT**

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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 bidder 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 within the timeframe contemplated in these Bidding Documents, 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 Bidder, Corporation, Firm or Individual

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Please Print Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Address of Bidder

\_\_\_\_\_  
Phone #

## **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 62 Pa.C.S.A. § 4501 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid-rigging, and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids, are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid", as used in the Affidavit, has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid and any other form of bid 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 bid.

**NON-COLLUSION AFFIDAVIT**

Contract/Bid 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 bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.
- (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 bidding 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 bid 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 bid for this contract.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Company Position)

SWORN AND SUBSCRIBED  
BEFORE ME THIS

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_  
(Date)

# PROPOSAL

DATE \_\_\_\_\_

## **Project: PERMANENT RESTORATION OF SURFACE OPENINGS ON BOROUGH STREETS BOROUGH OF CHAMBERSBURG GOOSENECK REPLACEMENT PROJECT**

### **ARTICLE 1 - BID RECIPIENT**

1. This Bid is submitted to:

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

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

### **ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS**

2.01 Bidder accepts all of the terms and conditions of the Bidding Documents, including but not limited to the Notice / Advertisement, Instructions to Bidders, General Terms and Conditions, and Specifications, including without limitation those dealing with the disposition of Bid 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 - BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents and warrants, as set forth in the Bidding Documents, that the Bidder has:

- A. examined and carefully studied the Bidding Documents, including any Addenda, and the related data identified in the Bidding 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 given the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Bidding Documents and confirmed that the written resolution thereof by the Borough is acceptable to Bidder;
- D. determined that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work; and
- E. carefully studied and correlated the information known to Bidder, and information and observations obtained from Bidder's visits, if any, to the Borough of Chambersburg, with the Bidding Documents.

**ARTICLE 4 - BASIS OF BID**

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

Item	Description	Unit	Unit Price
1	<b>Permanent Restoration of Surface Openings on Borough Streets</b>	Square Yards	

(PER SQUARE YARD BID, MATERIALS INCLUDED)

TOTAL BID PRICE (words) for Item 1:

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**ARTICLE 5 — TIME OF COMPLETION**

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

**ARTICLE 6 - ATTACHMENTS TO THIS BID**

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

- Bidder Affidavit
- Non-Collusion Affidavit
- Proposal Bond
- Receipt of Addenda (if applicable)

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 \_\_\_\_\_



**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

**Permanent Restoration of Surface Openings on  
Borough Streets Borough of Chambersburg  
Gooseneck Replacement Project**

Bid Date:

Project Identification:

Street Maintenance

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 in behalf of the corporation.

Type or print name below each signature.

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

**END OF PROPOSAL BOND**

## AGREEMENT

**THIS AGREEMENT** (hereinafter, the “Agreement”) made this \_\_\_\_\_ day of \_\_\_\_\_ 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”).

### WITNESSETH

**WHEREAS**, the Borough has authorized certain items of work in connection with “Specifications and Contract Documents for **Permanent Restoration of Surface Openings on Borough Streets Borough of Chambersburg Gooseneck Replacement Project** (hereinafter the “Specifications”), as required, all in accordance with said Contract Documents as further defined below, attached hereto and made a part herein; and

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

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

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

**1. Recitals**

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

**2. Contract Documents**

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

The Contract Documents include the following documents issued under the title “**Specifications and Contract Documents for Permanent Restoration of Surface Openings on Borough Streets Borough of Chambersburg Gooseneck Replacement Project**”: any and all Bidding Documents, including but not limited to Notice / Advertisement, General Terms and Conditions, Non-Discrimination Notice, Bidder Affidavit, Non-Collusion Affidavit, Proposal, Proposal Bond, Receipt of Confirmation of Bidding and Contract Documents (if applicable), any and all Addenda (if applicable), Receipt of Addenda (if applicable), the Contractor’s Proposal, this Agreement, Performance Bond, Payment Bond, Davis-Bacon Wage Determination, Specifications, any required attachments or written amendment(s) and Notice(s) to Proceed (hereinafter the “Contract Documents”), which documents are incorporated into this Agreement by reference.

**3. Basis of Agreement**

The parties hereto recognize that the Contract Documents are the basis of this Agreement, and the parties accept the same, and declare that there are no understandings, representations or promises,

written or verbal, having any bearing on this Agreement which are not expressed in said Contract Documents and Contractor's Proposal or written in this Agreement.

#### 4. Scope of Work

Contractor agrees to furnish all labor, superintendence, materials, necessary equipment, other utilities and facilities, and to otherwise perform all work and services necessary for or incidental to and otherwise perform all obligations imposed by this Agreement and to faithfully perform and complete all of said work connected therewith in full and strict conformity with the Contract Documents and this Agreement and to demonstrate and make good any guarantees and warranties therein required and contained, for all of which things faithfully and fully performed and completed for the following items (hereinafter the "Work"):

Item 1: **Permanent Restoration of Surface Openings on Borough Streets  
Borough of Chambersburg Gooseneck Replacement Project**

#### 5. Payment

5.1 The Borough shall pay and the Contractor shall receive and accept as full payment for the performance of the Contractor's obligations hereunder, the price (s) stipulated in the Proposal hereto attached and in the manner as specified in the Contract Documents and this Agreement, subject to the retainage provisions set forth in this Paragraph 5. All payments will be processed through the Borough's standard accounts payable system. Upon the completion and inspection by the Borough of all work set forth in each written Notice to Proceed, Contractor shall submit invoices marked NET 30 DAYS. The invoice must include, at a minimum, the quantity and type of item plus unit price.

#### 5.2 Retainage

5.2.1 These retainage and withholding provisions of this Paragraph 5.2 shall apply to the entire Work to be performed under the Contract and not to individual list of patches under a written Notice to Proceed.

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

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

"substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

- 5.2.4 After the Work is substantially complete, subsequent approved invoices shall be paid, by the Borough, subject to withholding, by the Borough, of an amount equal to one and one-half times the amount required to complete any uncompleted minor items or correct defective work, provided there is no specific cause for greater withholding, as determined by the Borough in its sole and absolute discretion.
- 5.2.5 In the event that a dispute arises between the Borough and the Contractor, which dispute is based on increased costs incurred by Contractor occasioned by delays or other actions of a subcontractor, additional retainages in the sum of one and one-half times the amount of any possible liability may be withheld by the Borough in its sole and absolute discretion from the Contractor until such times as a final resolution is agreed to by all parties directly or indirectly involved, unless the Contractor causing the additional claim furnishes an additional Bond in a form, substance and amount satisfactory to the Borough to indemnify the Borough against the claim. Payment for work performed according to the particular list of work for each written Notice to Proceed shall be pursuant to this Paragraph 5 and Paragraph 6 below.

### 5.3 Final Payment.

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

#### 5.3.2 Application for Final Payment.

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

#### 5.3.2.2 The final Application for Payment shall be accompanied by:

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

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

5.3.2.3 In lieu of the releases or waivers of Liens specified in Paragraph 5.3.2.2e and as approved by the Borough, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the Borough might in any way be responsible, or which might in any way result in liens or other burdens on the Borough's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral in a form, substance and amount satisfactory to the Borough to indemnify the Borough against any Lien.

### 5.3.3 Final Payment and Acceptance.

Upon final completion and acceptance of the Work in accordance with Paragraph 5.3.1, the Borough shall pay the remainder of the Contract Price for the work performed pursuant to Paragraph 6 below less the amount of liquidated and/or other damages and the amount of any unresolved claims, which have been filed against the Borough in connection with the Work, within thirty (30) days of final completion and acceptance of the Work as provided for herein.

### 5.4 Interest.

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

5.5 The Borough may withhold payment for Work completed after October 15, 2020 at the sole discretion of the Borough.

## 6. Contract Times

6.1 Term. The term of this Agreement shall begin on the Effective Date and terminate at midnight on December 31, 2023 unless terminated or extended at the Borough's sole and absolute option as provided for herein.

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

- a. Date of Issuance;
- b. A list of the work to be completed including the location of each street surface opening requiring restoration; and
- c. Date of Completion for the entire list of Work to be completed.

The Borough, in its sole and absolute discretion, shall determine the Date of Completion to be either thirty (30), sixty (60), or ninety (90) days from the Date of Issuance of the Notice to Proceed depending on the number of street surface openings included within each notice.



- 6.3 Contractor Right to Request Extension. Within five (5) business days from the Date of Issuance of the Notice to Proceed, the Contractor may either accept the Work or request in writing for an extension of the deadline for completion. The Borough, in its sole and absolute discretion, shall respond to the written request within five (5) business days. If the Borough determines that a new Date of Completion is warranted based on the written request of Contractor, the Borough shall issue an Amended Notice to Proceed with an amended Date of Completion. In no event shall the Contractor be provided more than ninety (90) days to complete the work. The Borough may award and issue a Notice to Proceed for the particular list of work to the next lowest bidder who can meet the Date of Completion in the event the Borough and Contractor cannot agree on the Date of Completion.
- 6.4 Inspection of Work. Contractor, upon completion of the Work as included in the Notice to Proceed, shall schedule an inspection of each item of Work listed in the Notice to Proceed prior to the Date of Completion. In the event that any portion of the Work fails inspection, Contractor agrees to take any and all necessary and/or requested actions of the Borough to ensure that the Work passes inspection within five (5) business days from the date of the initial inspection of the Work.
- 6.5 Time is of the Essence. The time for completion of all work contemplated herein, including but not limited to the work to be completed in each written Notice to Proceed issued by the Borough is deemed to be of the essence and a material part of this Agreement.
- 6.6 Liquidated Damages. As set forth above in Paragraph 6.5 above, the Borough and Contractor recognize that time is deemed the essence of this Agreement and that the Borough will suffer financial loss if the Work to be Completed in each written Notice to Proceed is not completed by the Date of Completion as set forth in each written Notice to Proceed, plus any extensions thereof. The parties recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Borough if the Work in each written Notice to Proceed is not completed, which shall be defined as inspected and approved by the Borough according to the terms of this Agreement, by the Date of Completion as set forth each written Notice. Therefore, instead of requiring any such proof, the Borough and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the Borough One Thousand Dollars (\$1,000.00) for each calendar day that all the Work to be Completed in accordance with each respective written Notice to Proceed is not completed by the Date of Completion.
- 6.7 Additional Damages. In addition to the liquidated damages amount(s) specified above in Paragraph 6.6, Contractor also agrees to be fully responsible for and reimburse the Borough for all administrative, legal, engineering, construction, inspection costs, and/or any other costs associated with Contractor's failure to meet any of the Date of Completion as set forth in any and all of the written Notice to Proceed of the Borough as set forth herein.
- 6.8 Alternate Damages. The Borough, at its sole option, may waive liquidated damages as provided in Paragraph 6.6 above and elect to recover from Contractor the Borough's actual damages for such delay. Actual damages may include, without limitation, any fines and/or penalties imposed on the Borough by any regulatory body plus all actual damages suffered by the Borough as a result of such delay including but not limited to loss of revenue, engineering fees, consultant fees, construction fees, inspection fees, and legal fees incurred by the Borough as a result of such delay.

## **7. Change Orders**

- 7.1 Any alteration, modification, or deviation from the Contract Price, which shall include the moneys payable by the Borough to the Contractor for completion of the Work, materials in accordance with the Contract Documents, and/or Contract Times, which shall include the number of days or

dates in the Contract Documents to achieve any and all milestones, Substantial Completion, and completion of the Work so that it is ready for final payment as further set forth in the Contract Documents and as further identified in Paragraph 6, must be carried out upon written Change Order signed and dated by both the Borough and the Contractor unless otherwise provided for within this Paragraph 7. Change Orders, when signed and executed by the Contractor and the Borough, shall be made part of this Contract. This written authorization must be provided prior to the commencement of any Additional or Extra Work.

- 7.2 Additional Work, which is defined as work of a type already provided by the contract and for which the contract has established a unit price, is generally used to describe work arising when alterations in the work are authorized but do not result in a significant change in the character of the work as required under the original contract. Prices related to Change Orders for Additional Work are processed as adjustments to a contract unit price.
- 7.3 Extra Work is defined as work arising from changes in quantities or alterations in the work that results in a significant change in the character of the work under contract, or work having no quantity or price included in the Contract that is determined by the Borough to be necessary or desirable to complete the Contract. Prices related to Change Orders for Extra Work shall be proposed by the Contractor and negotiated with the Borough.
- 7.4 The Borough Manager, or designee, has the authority to approve all Field Change Orders, which are necessary for the completion of the Contract and do not exceed ten percent (10%) of the Proposal price. All other Change Orders are deemed Major Change Orders and shall only be approved by Town Council. The Borough Manager shall make the determination of what is a Field Change Order or Major Change Order.
- 7.5 Contractor shall not be entitled to an increase in the Contract Price or an extension of Contract Times with respect to any work performed that is not required by the Contract Documents except in the case of an emergency, as further discussed in Paragraph 7.9 below.
- 7.6 The Borough shall have sole and absolute discretion to grant a Change Order.
- 7.7 Borough Initiated Change Order. Without invalidating the Contract, the Borough may, at any time or from time to time, order additions, deletions, or revisions in the Work and/or materials by request for Change Order. Upon receipt of any such document, Contractor shall notify the Borough of the entitlement to, if any, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that would result from the Change Order. If a change in Contract Price and/or Contract Time will result, the parties shall agree to such modification in the Change Order. If the parties are unable to agree, the Borough may continue with the Contract as drafted or terminate the Contract.
- 7.8 Contractor Initiated Change Order. Contractor shall promptly notify the Borough with the request for Change Order in the event that the Contractor determines that the following is necessary or desirable: 1) a change of Work and/or Services; or 2) a change of Contract Price or Contract Times. Said request of Change Order shall include the change of work together with any and all modifications to the Agreement including but not limited to changes to the Contract Price and/or Contract Times. The Borough, in its sole and absolute discretion, shall either agree or reject the request for Change Order. In the event that the Borough agrees to the request for Change Order, the parties sign and execute a written Change Order as set forth herein.
- 7.9 Notwithstanding the foregoing, in emergencies affecting the safety or protection of persons or the Work or property at the particular project site or adjacent thereto, Contractor is obligated to act to

prevent threatened damage, injury, or loss. Contractor shall give the Borough prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If the Borough determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Order will be issued.

7.10 Contractor shall not be entitled to an adjustment in the Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a sub-contractor or supplier shall be deemed to be delays within the control of Contractor. Contractor shall be entitled to an equitable and reasonable adjustment of Contract Times, but not an increase in a Contract Price, for delays related to Force Majeure, abnormal weather conditions, or other causes not the fault of and beyond the control of the Borough and the Contractor.

## **8. Contractor's Representations**

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

8.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Contract Documents including any applicable "technical data".

8.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.

8.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the Work.

8.4 Contractor is aware of the general nature of work to be performed by the Borough and others at the site that relates to the Work as indicated in the Contract Documents.

8.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

8.6 Contractor has given the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, prior to executing this Agreement, and the written resolution thereof by the Borough is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.7 Contractor acknowledges the Borough may apply for other funding assistance for the Work and if such funding is awarded, Contractor and/or subcontractors may be required to submit additional information or documentation, and contractor and/or subcontractors may be required to adhere to additional criteria necessary to satisfy additional funding requirements.

8.8 Contractor is authorized to do business in Pennsylvania and that the person signing on behalf of the Contractor is authorized to bind Contractor to the terms and conditions set forth herein.

## **9. Subsurface & Physical Conditions and Underground Facilities**

The Borough may furnish to Contractor reports and or drawings known to the Borough relating to subsurface and physical conditions, explorations, tests and Underground Facilities at or contiguous to the location for which the work contemplated under this Agreement is to be performed. The Borough

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

#### **10. Existing Utilities**

Contractor shall comply with Federal, State, and local regulations relating to the requirement to notify utility companies, including any utility owned and operated by the Borough, prior to performing work that has the potential to damage the facilities of such utility companies. Where such utility company facilities are located underground, Contractor shall make arrangements for a utility company representative to locate the underground facilities prior to initiating excavation work. If any utility company facility is damaged during the Work, Contractor shall immediately notify the affected utility company. If the utility had been correctly located and marked in the field by its owner, Contractor shall be fully responsible for repairing or replacing such damaged facilities, at no cost to the Borough, in accordance with utility company's requirements. If Contractor fails to promptly repair or replace damaged facilities, Borough or utility company may arrange to have the required work performed by others and the cost of such work will be charged to the Contractor by deduction from a progress payment.

#### **11. Correction of Defective Work**

11.1 Prompt notice of all defective Work of which the Borough has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Paragraph 11.

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

#### **11.3 Correction Period**

11.3.1 If within 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), which shall be evidenced by final payment under Paragraph 5.3 for each Written Notice to Proceed, or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by the Borough is found to be defective, Contractor shall promptly, without cost to the Borough and in accordance with the Borough' written instructions:

11.3.1.1 repair such defective land or areas; or

11.3.1.2 correct such defective Work; or

11.3.1.3 if the defective Work has been rejected by the Borough, remove it from the Project and replace it with Work that is not defective, and

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

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

11.3.3 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

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

11.3.5 Contractor's obligations under this Paragraph 11 are in addition to any other obligation or warranty. The provisions of this Paragraph 11 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

#### 11.4 Acceptance of Defective Work

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

#### 11.5 The Borough May Correct Defective Work

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

In exercising the rights and remedies under this Paragraph 11, the Borough shall proceed expeditiously. In connection with such corrective or remedial action, the Borough may exclude

Contractor from all or part of the worksite, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the worksite, and incorporate in the Work all materials and equipment stored at the Site or for which the Borough has paid Contractor but which are stored elsewhere. Contractor shall allow the Borough, the Borough' representatives, agents and employees, the Borough's other contractors, access to the Site to enable the Borough to exercise the rights and remedies under this Paragraph 11.

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 11 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the Borough shall be entitled to an appropriate decrease in the Contract Price. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

#### **12. Force Majeure**

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

#### **13. Governing Law / Venue / Jurisdiction**

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

#### **14. Entire Agreement**

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

#### **15. Remedies**

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

**16. 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.

**17. 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.

**18. Interpretation**

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

**19. Successors and Assigns**

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

**20. Assignment**

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

**21. Termination / Suspension**

Should the Contractor fail to perform the Work and/or Services to the satisfaction of the Borough or to comply with any of the provisions of the Agreement, the Borough may terminate the Agreement for cause upon seven (7) days written notice of intent to terminate to the Contractor. Contractor's services will not be terminated if the Contractor begins within seven (7) days of receipt of the notice of intent to terminate to correct and cure the deficiencies set forth in said notice and it proceeds in a diligent manner to cure such deficiencies within no more than fifteen (15) days of receipt of said notice, unless the Borough in its sole and absolute discretion extends such time to cure in writing.

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

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

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

rendered by Contractor prior to termination for any damages, and/or costs suffered and/or incurred by the Borough as a result of any breach or failure by Contractor.

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

## **22. Disputes**

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

## **23. Non-Discrimination**

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

## **24. Effective Date**

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

## **25. 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.

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

**ATTEST**

**BOROUGH OF CHAMBERSBURG**

\_\_\_\_\_  
Jamia Wright,  
Borough Secretary

\_\_\_\_\_  
Alice C. Elia,  
President of Council  
Date: \_\_\_\_\_

**ATTEST:**

**CONTRACTOR**

\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## 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

**Permanent Restoration of Surface Openings on  
Borough Streets Borough of Chambersburg  
Gooseneck Replacement Project**

Contract Identification:

Street Maintenance

### 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 11 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 bids 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.

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

**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 **Permanent Restoration of Surface Openings on**  
Amount: **Borough Streets Borough of Chambersburg**  
**Gooseneck Replacement Project**

Project Identification:

Contract Identification: Street Maintenance

**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.

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

**END OF PAYMENT BOND**

"General Decision Number: PA20210002 03/26/2021

Superseded General Decision Number: PA20200002

State: Pennsylvania

Construction Types: Heavy and Highway

Counties: Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Franklin, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Mifflin, Potter, Somerset, Venango, Warren, Washington and Westmoreland Counties in Pennsylvania.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (excluding sewer grouting projects and excluding sewage and water treatment plant projects)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	01/22/2021
3	02/26/2021
4	03/26/2021

BOIL0013-005 03/01/2018

CENTRE, FRANKLIN, POTTER, CLINTON, FULTON, HUNTINDON AND MIFFLIN COUNTIES

	Rates	Fringes
BOILERMAKER.....	\$ 45.89	33.39

BOIL0154-004 01/01/2017

ALLEGHENY, ARMSTRONG, BEAVER, BEDFORD, BLAIR, BUTLER, CAMBRIA, CAMERON, CLARION, CLEARFIELD, CRAWFORD, ELK, FAYETTE, FOREST, GREENE, INDIANA, JEFFERSON, LAWRENCE, MCKEAN, MERCER, SOMERSET, VENANGO, WARREN, WASHINGTON AND WESTMORELAND COUNTIES

BOILERMAKER.....\$ 40.90 27.27

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BOIL0744-003 07/01/2008

ERIE COUNTY

Rates Fringes

BOILERMAKER.....\$ 35.34 18.48

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BRPA0005-033 05/03/2020

MIFFLIN COUNTY

Rates Fringes

Bricklayer, Stonemason.....\$ 30.97 20.02

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BRPA0005-046 05/03/2020

FRANKLIN COUNTY

Rates Fringes

Bricklayer, Stonemason.....\$ 33.99 16.87

-----  
BRPA0005-071 05/03/2020

CLINTON COUNTY

Rates Fringes

BRICKLAYER.....\$ 34.17 17.20

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BRPA0009-004 02/01/2021

BEDFORD, BLAIR,CAMBRIA, CENTRE COUNTY (Halfmoon, Houston, Patton, Rush,Taylor and Worth Townships),FULTON, HUNTINGDON, and SOMERSET COUNTIES

Rates Fringes

Bricklayer, Stonemason & Marble Setter.....\$ 31.50 20.79

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BRPA0009-006 02/01/2021

CLEARFIELD, FOREST, JEFFERSON, VENANGO, AND CLARION (Except Brady, Madison, Perry, Porter, Redbank, and Toby Townships) COUNTIES

Rates Fringes

Bricklayer, Stonemason.....\$ 31.80 21.26  
Marble mason.....\$ 31.80 21.26

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BRPA0009-023 06/01/2018

BEAVER COUNTY

Rates Fringes

BRICKLAYER.....\$ 30.16 21.41

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BRPA0009-025 12/01/2020

BUTLER, LAWRENCE, AND MERCER COUNTIES

Rates Fringes  
54

BRICKLAYER.....\$ 32.26 22.74

-----  
BRPA0009-032 06/01/2017

FAYETTE (Jefferson & Washington Twps), GREENE (Except Cumberland, Dunkirk, Greene, Monongahelia Twps), INDIANA, AND WESTMORELAND (Rostraver Twp) COUNTIES

Rates Fringes

BRICKLAYER.....\$ 31.00 20.66

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BRPA0009-033 12/01/2020

ARMSTRONG, CLARION (Brady, Madison, Perry, Tobe, Porter, Redbank Twps), FAYETTE (Except Jefferson & Washington Twps), GREENE (Cumberland, Dunkirk, Greene, Monongahelia Twps), INDIANA, AND WESTMORELAND (Except Rostrave Twp) COUNTIES

Rates Fringes

BRICKLAYER.....\$ 34.00 23.16

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BRPA0009-034 11/01/2019

ERIE COUNTY

Rates Fringes

BRICKLAYER.....\$ 28.64 21.86

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BRPA0009-058 06/01/2020

ALLEGHENY, WASHINGTON (Cross Creek, Hanover, Jefferson, Mt Pleasant, Nottingham, Peters, Robinson, Smith, Union Twps) COUNTIES

Rates Fringes

BRICKLAYER.....\$ 34.05 22.81

-----  
BRPA0009-059 02/01/2021

CAMERON, ELK, McKEAN, POTTER AND WARREN COUNTIES

Rates Fringes

BRICKLAYER.....\$ 29.50 21.08

-----  
CARP0443-004 06/01/2020

Rates Fringes

MILLWRIGHT.....\$ 41.68 19.97

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CARP2235-005 01/01/2021

Rates Fringes

PILEDRIVERMAN

Piledriverman (welder).....\$ 37.45 19.92

Piledriverman.....\$ 36.50 19.92

-----  
CARP2235-006 01/01/2021

Rates Fringes

Diver.....\$ 54.75 20.10

Tender.....\$ 36.50 20.10

-----  
CARP2274-001 01/01/2021

	Rates	Fringes
CARPENTER (ALLEGHENY, ARMSTRONG, BEAVER, BUTLER, ERIE, FAYETTE, GREENE, LAWRENCE, MERCER, WASHINGTON, AND WESTMORELAND COUNTIES)		
Carpenters (Welders).....	\$ 37.07	19.32
Carpenters.....	\$ 36.12	19.32
CARPENTER (BEDFORD, BLAIR, CAMBRIA, CAMERON, CENTRE, CLARION, CLINTON, CLEARFIELD, CRAWFORD, ELK, FOREST, FRANKLIN, FULTON, HUNTINGDON, INDIANA, JEFFERSON, MCKEAN, MIFFLIN, POTTER, SOMERSET, VENANGO, AND WARREN COUNTIES)		
Carpenters (Welders).....	\$ 36.82	19.32
Carpenters.....	\$ 35.87	19.32

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ELEC0005-006 12/25/2020

ALLEGHENY, ARMSTRONG, BEDFORD, BLAIR, BUTLER CAMBRIA, CAMERON,  
CENTRE (Remainder), CLARION, CLEARFIELD, ELK, FAYETTE, FULTON,  
GREENE, HUNTINGDON, INDIANA, JEFFERSON, MCKEAN, SOMERSET,  
VENANGO, WASHINGTON, AND WESTMORELAND COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.61	28.27

-----  
ELEC0056-004 06/01/2020

ERIE, FOREST AND WARREN COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.29	23.30

-----  
ELEC0126-005 06/01/2020

ALLEGHENY, ARMSTRONG, BEAVER, BEDFORD, BLAIR, CAMBRIA, CENTRE,  
CLARION, CLEARFIELD, FAYETTE, FULTON, GREENE, HUNTINGDON,  
INDIANA, JEFFERSON, SOMERSET, WASHINGTON AND WESTMORELAND

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 48.51	31.25%+11.75
Groundman.....	\$ 29.10	31.25%+11.75
Lineman.....	\$ 48.51	31.25%+11.75
Truck Driver.....	\$ 31.53	31.25%+11.75
Winch Truck Operator.....	\$ 33.96	31.25%+11.75

-----  
ELEC0126-007 06/01/2020

FRANKLIN AND MIFFLIN COUNTIES

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 47.42	31.25%+11.75
Groundman.....	\$ 28.45	31.25%+11.75
Lineman.....	\$ 47.42	31.25%+11.75
Truck Driver.....	\$ 30.82	31.25%+11.75
Winch Truck Operator.....	\$ 33.20	31.25%+11.75



-----  
ELEC0143-007 06/01/2020

FRANKLIN and MIFFLIN COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 32.50	24.90

-----  
ELEC0712-003 12/28/2020

CRAWFORD, BEAVER, LAWRENCE AND MERCER COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 42.05	25.85

-----  
ELEC0812-008 06/01/2020

CLINTON COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 35.25	21.31

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ELEC0812-009 06/01/2020

POTTER COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 36.26	21.34

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ELEC0812-011 06/01/2020

CENTRE COUNTY (Burnside, Curtin, Liberty, Howard, Marion, Walker, Miles, Haines Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 35.25	21.31

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ELEC1319-004 01/01/2021

BUTLER, CAMERON, CLINTON, CRAWFORD, ELK, ERIE, FOREST, LAWRENCE, MCKEAN, MERCER, VENANGO, WARREN AND POTTER COUNTIES

	Rates	Fringes
Line Construction:		
Equipment Operator.....	\$ 59.10	21.28
Groundmen.....	\$ 36.64	12.65
Linemen.....	\$ 59.10	25.28
Truck Driver.....	\$ 38.42	12.78

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ENGI0066-016 01/01/2021

	Rates	Fringes
Power equipment operators: (ALLEGHENY, ARMSTRONG, BEAVER, BLAIR, BUTLER, CAMBRIA, CENTRE, CLARION, CLEARFIELD, CRAWFORD, ERIE, ELK, FAYETTE, GREENE, INDIANA, JEFFERSON, LAWRENCE, MCKEAN, MERCER, SOMERSET, VENANGO, WARREN, WASHINGTON, AND WESTMORELAND COUNTIES)		
GROUP 1.....	\$ 33.89	22.73

GROUP 1-A.....	\$ 36.89	22.73
GROUP 1-B.....	\$ 35.89	22.73
GROUP 2.....	\$ 33.63	22.73
GROUP 3.....	\$ 29.98	22.73
GROUP 4.....	\$ 29.52	22.73
GROUP 5.....	\$ 29.27	22.73

Power equipment operators:  
(BEDFORD, CAMERON, CLINTON,  
FOREST, FRANKLIN, FULTON,  
HUNTINGDON, MIFFLIN, AND  
POTTER COUNTIES)

GROUP 1.....	\$ 33.60	22.73
GROUP 1-A.....	\$ 36.60	22.73
GROUP 1-B.....	\$ 35.60	22.73
GROUP 2.....	\$ 33.32	22.73
GROUP 3.....	\$ 29.68	22.73
GROUP 4.....	\$ 29.19	22.73
GROUP 5.....	\$ 28.98	22.73

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 - Asphalt Paving Machine (Spreader), Autograde (C.M.I. and similar); Backfiller, Compactor with Blade, Backhoe - 360 and 180 degree Swing; Cableway; Caisson Drill (similar to Hugh Williams), Central Mix Plant; Cooling Plant; Concrete Paving Mixer, Concrete Pump (self-propelled); Cranes; Cranes (boom or mast over 101ft.\$50 per each additional 50 feet inclusive of jib), Cranes (Tower Stationary- Climbing Tower Crane); Derrick; Derrick Boat; Dozer(greater than 25,000 lbs.); Dragline; Dredge; Dredge Hydraulic; Elevating Grader; Franki Pile Machine; Gradall (remote control or otherwise),Grader (power-fine grade); Hllift (4 cy. and over); Hoist 2 Drums or more (in one unit); Hydraulic Boom Truck with pivotal cab (single motor-Pitman or similar), (Boom and Mast over 101 feet will be paid an additional 50 feet inclusive of jib if used;) Kocal; Mechanic, Locomotive (std. Gauge); Metro-chip Harvester or similar; Milling Machine (Roto Mill or similar); Mix Mobile; Mix Mobile (with Self Loading Attachment), Mucking Machine (tunnel); Pile Driver Machine; Pipe Extrusion Machine; Presplitter Drill (self contained); Refrigeration Plant (soil Stablization) Rough Terrain Crane (25 ton over) (Boom and Mast over 101 feet will be paid an additional 50 feet inclusive of jib if used); Rough Terrain Crane (under 25 ton), Scrapers; Shovel-Power; Slip form Paver (C.M.I. and similar); Trenching Machine (30,000 lbs. and over), Trenching Machine (under 30,000 lb.), Tunnell Machine (Mark XXI Jarva or similar), Vermeer Saw, Whirley, Mechanic, Compactor with blade

GROUP 1-A Backhoes-360 degree swing (above 120,000 lbs. gross weight); Cranes (over 100 tons), Cranes-Rough Terrain (over 100 ton)

GROUP 1-B Backhoes-360 degree swing (above 70,000 lbs. to 120,000 lbs. gross weight); Cranes (up to 100 ton), Cranes-Rough Terrain (65 ton-100 ton), Tower Crane

GROUP 2: Asphalt plant operator; auger (tractor mtd.); auger (truck mtd.); belt loader (euclid or similar); boring machine; cable placer or layer; Directional drill over 3,000 lbs thrust; concrete batch plant (electronically synchronized); concrete belt placer (C.M.I. and similar); concrete finishing machine and spreader, concrete mixer (over 1 cy.) concrete pump (stationary); core drill (truck or skid mtd. - similar to penn drill), dozer (25,000 lbs or less); Ditch Witch Saw, force feedloader; fork lift (lull or similar); grader - power; grease unit opertor (head); guard rail post driver (truck mounted) guard rail post driver (skid type); hlift (under 4 cy.); skid steer loader; hydraulic boom truck (non-pivotal cab); job work boat (powered), jumbo operator; locomotive (narrow guage);

minor equipment operator (accumulative four units); mucking machine; multi-head saw (groover); overhead crane; roller -power- asphalt; ross carrier; side boom or tractor mounted boom; shuttle buggy (asphalt), stone crusher (screening-washing plants); stone spreader (self propelled) truck mounted drill (davey or similar); welder and repairman; well point pump operator; bidwell concrete finishing machine (or similar).

GROUP 3: Broom Finisher (C.M.I. or similar); Compactors/Rollers (static or vibratory (Self-propelled) on dirt or stone; Curb Builder; Minor Equipment Opertor (two or three units); Multi-head Tie Tamper; Pavement Breaker (self-propelled or ridden); Soil Stablizer Machine; Tire Repairman; Tractor (snaking and hauling); Well Driller and Horizontal: Winch or ""A"" Frame Truck (when hoisting and lowering).

GROUP 4: Ballast Regulator; Compressor; Concrete Mixer (1 cy. & under with skip); Concrete Saw (Ridden or selp-propelled); Conveyor; Elevator (Material hauling only); Fork-lift (Ridden or self-propelled); Form Line Machine; Generator; Groute Pump; Heater (Machinical); Hoist (single Drum); Ladavator, Light Plant; Mulching Machine; Personnel Boat (Powered), Pulverizer, Pumps, Seeding Machine, spray Cure Machine (powered Driven); Subgrader; Tie Puller; Tugger; Welding Machine (Gas or Diesel).

GROUP 5: Deck Hand; Farm Tractor; Fireman on Boiler; Oiler; Power Broom; Side Delivery Shoulder Spreader (attachment);

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IRON003-001 06/01/2020

ALLEGHENY, FAYETTE, WESTMORELAND, CAMBRIA, INDIANA, ARMSTRONG, BUTLER, BEAVER, CLARION, AND WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.29	32.40

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IRON003-007 06/01/2020

BLAIR, CAMERON, CENTRE, CLEARFIELD, CLINTON, ELK, JEFFERSON, MCKEAN, AND POTTER COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 31.11	30.48

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IRON003-011 06/01/2020

CRAWFORD, ERIE, FOREST, AND WARREN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.31	30.26

-----  
IRON0207-002 06/01/2020

LAWRENCE, MERCER, AND VENANGO COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 30.25	25.75

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IRON0404-008 07/01/2020

FRANKLIN (Remainder), HUNTINGDON (Remainder), AND MIFFLIN COUNTIES

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 33.76	30.13
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IRON0549-002 12/01/2020		

GREENE COUNTY

	Rates	Fringes
IRONWORKER.....	\$ 34.03	23.22
-----		
IRON0568-004 05/01/2019		

BEDFORD, FRANKLIN (Southwest 1/3), FULTON, HUNTINGDON (Western 2/3), AND SOMERSET COUNTIES

	Rates	Fringes
IRONWORKER Structural, Ornamental, Reinforcing, Machinery Mover, Rigger & Machinery Erector, Welder, Fence Erector.....	\$ 28.66	21.51
-----		
LAB01058-001 01/01/2021		

	Rates	Fringes
LABORER (BEDFORD, CAMERON, CENTRE, CLINTON, CRAWFORD, FOREST, FRANKLIN, FULTON, HUNTINGDON, JEFFERSON, MIFFLIN, AND POTTER COUNTIES)		
GROUP 1.....	\$ 26.80	24.80
GROUP 2.....	\$ 26.96	24.80
GROUP 3.....	\$ 27.45	24.80
GROUP 4.....	\$ 27.90	24.80
GROUP 5.....	\$ 28.31	24.80
GROUP 6.....	\$ 25.15	24.80
GROUP 7.....	\$ 27.80	24.80
GROUP 8.....	\$ 29.30	24.80

Laborers: (ALLEGHENY,  
ARMSTRONG, BEAVER, BLAIR,  
BUTLER, CAMBRIA, CLARION,  
CLEARFIELD, ELK, ERIE,  
FAYETTE, GREENE, INDIANA,  
LAWRENCE, MCKEAN, MERCER,  
SOMERSET, VENANGO, WARREN,  
WASHINGTON, AND WESTMORELAND  
COUNTIES)

GROUP 1.....	\$ 26.90	24.80
GROUP 2.....	\$ 27.06	24.80
GROUP 3.....	\$ 27.45	24.80
GROUP 4.....	\$ 27.90	24.80
GROUP 5.....	\$ 28.31	24.80
GROUP 6.....	\$ 25.15	24.80
GROUP 7.....	\$ 27.90	24.80
GROUP 8.....	\$ 29.40	24.80

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt curb sealer; Asphalt tamper; Batcherman (weigh) Blaster, Boatman, Brakeman, Change house attendant, Cofferdam, Concrete curing pitman, Puddler, Drill Runner's helper (Includes Drill Mounted on Truck, Track, or similar and Davey Drill Spots, Clean up, helps to maintain), Electric Brush and or Grinder, Fence Construction

(Including Fence Machine Operator) Form stripper and Mover, Gabion (Erectors and Placers) Hydro jet blaster nozzle man; Landscape laborer, Manually moved emulsion sprayer, Radio actuated traffic control operator Rip rap work, scaffolds and Runways, Sheeters and Shorers (includes lagging) structural concrete Top Surfer, Walk Behind Street Sweeper, and Wood Chipper; water boy

GROUP 2: Air tool operator (all types); Asphalt, batch & concrete plant operator (manually operated) Burner, Caisson; men (open air); Carryable pumps; Chain saw operator including attachments, Cribbing, (concrete or steel); Curb machine operator (asphalt or concrete walk behind); Diamond head Core Driller, Drill runner's helper (tunnel) Fork Lift, (walk behind), Form Setter (Road Forms Line man) Highway Slab reinforcement placers (including joint and Basket Setters) Hydraulic pipe pusher; Liner plates (Tile or Vitriified Clay) Mechanical compacting equipment operators, Mechanical joint sealer, Dope pot and Tar Kettle, Mortar mixer (hand or machine) Muckers, Brakemen & all other Labor, (Includes installation of utility lines) Pipe Layers /Fusion /Heating Iron (Regardless of materials) Portable Single Unit Conveyor, Post Hole Auger, (2 or 4 cycle hand operated) Power wheelbarrows and buggies, Rail porter or similar; Sand blaster; Signal Man, Vibrator operator, All RAILROAD TRACK WORK TO INCLUDE THE FOLLOWING: adzing machine, ballast Router, Bolting Machine, Power Jacks, Rail Drills, Railroad Brakeman, Rail Saws, Spike Drivers (Manually or hand held tool) Spike Pullers Tamping Machine, Thermitweld

GROUP 3: Asphalt Luteman/Raker, Blacksmith, Blaster, Brick, stone and block pavers and block cutters (wood, belgian and asphalt); Cement mortar lining car pusher; Cement mortar mixer (pipe relining); Cement mortar pipe reliners; concrete saw operator (walk behind); Curb cutters and setters; Elevated roadway drainage construction; erector of overhead signs, Form setter (road forms-lead man); Grout machine operator; Gunite or dry pack gun (nozzle and machine man); Manhole or catch basin builder (Brick block concrete or any prefabrication) Miners and drillers (including lining, supporting and form workmen, setting of shields, miscellaneous equipment and jumbos); Multi-plate pipe (aligning and securing); Placing wire mesh on gunite projects; Wagon drill operators (air track or similar); Walk behind ditching machine (trencher or similar); crown screed adjuster and welder

GROUP 4: Reinforcing Steel Placer (Bending, aligning, and securing, Cadweld)

GROUP 5: High Burner, (Any burning not done from deck), Welder (Pipeline)

GROUP 6: Uniformed Flagperson, Watchman

GROUP 7: Toxic/Hazardous Waste Removal Laborer Levels C & D

GROUP 8: Toxic/Hazardous Waste Removal Laborer Levels A & B

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 PAIN0021-019 05/01/2018

CLINTON COUNTY

	Rates	Fringes
Painters:		
Bridge.....	\$ 36.67	18.80
Brush & Roller.....	\$ 27.67	18.80
Spray.....	\$ 28.67	18.80

PAIN0021-024 05/01/2020

FRANKLIN COUNTY

	Rates	Fringes
Painter		
Brush.....	\$ 25.30	15.79

PAIN0057-014 06/01/2020

ALLEGHENY, FAYETTE, GREENE, WASHINGTON COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 35.72	20.72
Brush & Roller.....	\$ 28.80	20.72
Spray.....	\$ 28.80	20.72

PAIN0057-015 06/01/2020

ARMSTRONG, BEAVER, BEDFORD, BLAIR, BUTLER,CAMBRIA, CENTRE, CLARION, CLEARFIELD, ELK, FULTON, HUNTINGTON, INDIANA, JEFFERSON, LAWRENCE, MERCER, MIFFLIN, SOMERSET, VENANGO AND WESTMORELAND COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 35.72	20.72
Brush and Roller.....	\$ 28.80	20.72
Spray.....	\$ 28.80	20.72

PAIN0057-022 05/01/2020

	Rates	Fringes
Painters: (ERIE, McKEAN, AND WARREN (Including Columbus and Freehold twps) COUNTIES)		
Bridges, Stacks, Towers.....	\$ 25.82	19.71
Brush and Roller.....	\$ 23.32	19.71
Spray and Sandblasting.....	\$ 24.07	19.71

PAIN0057-027 06/01/2020

CAMERON, CRAWFORD, POTTER, WARREN, (Excluding Columbus and Freehold twps)

	Rates	Fringes
Painter		
Brush and Roller.....	\$ 28.80	20.04

\* PLAS0526-002 01/01/2021

	Rates	Fringes
Cement Mason/Concrete Finisher...	\$ 32.84	22.60

PLUM0027-001 06/01/2020

ALLEGHENY, ARMSTRONG, BEAVER, BUTLER, CLARION, GREENE (Except extreme Eastern portion), LAWRENCE, WASHINGTON (Except extreme Eastern portion) and WESTMORELAND (City of Arnold and City of New Kensington Only) COUNTIES

Plumbers and Pipefitters  
 (Bridge Drain Pipe).....\$ 43.45                    23.47

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 PLUM0027-009 05/01/2020

CRAWFORD, ERIE, FOREST, MCKEAN, MERCER, VENANGO and WARREN  
 COUNTIES

Rates                    Fringes

Plumbers and Pipefitters  
 (Bridge Drain Pipe).....\$ 41.78                    23.47

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 PLUM0354-005 06/01/2012

BEDFORD, BLAIR, CAMBRIA, CAMERON, CLEARFIELD, ELK, FAYETTE,  
 GREENE (Extreme Eastern portion), HUNTINGDON, INDIANA,  
 JEFFERSON, SOMERSE, WASHINGTON (Extreme Eastern portion), AND  
 WESTMORELAND COUNTIES

Rates                    Fringes

Plumbers and Pipefitters  
 (Bridge Drain Pipe).....\$ 35.54                    19.97

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 TEAM0040-006 01/01/2021

Rates                    Fringes

TRUCK DRIVER (ALLEGHENY,  
 ARMSTRONG, BEAVER, BLAIR,  
 BUTLER, CAMBRIA, CENTRE,  
 CLARFIELD, CRAWFORD, ERIE,  
 FAYETTE, GREENE, INDIANA,  
 JEFFERSON, LAWRENCE, MCKEAN,  
 MERCER, SOMERSET, VENANGO,  
 WARREN, WASHINGTON, AND  
 WESTMORELAND)

GROUP 1.....\$ 30.68                    20.96  
 GROUP 2.....\$ 31.14                    21.27

Truck drivers: (BEDFORD,  
 CAMERON, CLAIRON, CLINTON,  
 ELK, FOREST, FRANKLIN,  
 FULTON, HUNTINGDON, MIFFLIN,  
 AND POTTER COUNTIES)

GROUP 1.....\$ 30.54                    20.88  
 GROUP 2.....\$ 31.00                    21.18

FOOTNOTES: A. Hazardous/toxic waste material/work level A  
 & B receive additional \$2.50 per hour above classification  
 rate

B. Hazardous/toxic waste materials/Work level C & D receive  
 \$1.00 per hour above classification

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Single Axle (2 axles including steering axle);  
 Includes partsman and warehoueman. Tandem - Tri-Axle -  
 Semi-Tractor Trailer (combination) (3 axles or more  
 including steering axle)

GROUP 2 - Specialty Vehicles; Heavy equipment whose capacity  
 exceeds that for which state licenses are issued  
 specifically refers to units in excess of eight (8) feet  
 width (such as Euclids, Atley Wagon, Payloader,  
 Tournawagons, and similar equipment when not self loaded);  
 Tar and Asphalt Distributors Trucks, Heavy Duty Trailer,  
 such as Low Boy, High Boy

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and



non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



# Borough of Chambersburg

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

## **Standard Operating Procedures/Guidelines: Safe Procedures for Cutting or Breaking Up Asphalt**

### **Introduction:**

From time to time the paved streets, alleys and parking lots of the Borough of Chambersburg must be cut either for utility repairs or for bituminous patching or reconstruction. This will frequently require that the asphalt surfaces be dug into, either with saw cutting or other methods. One of the challenges in doing this safely is that this can produce dust, some of which may contain contaminants. There is no danger to the public or workers if the following procedures are followed.

### **Applicability:**

This policy applies to all employees of the Borough of Chambersburg, as well as all contractors, subcontractors, and/or consultants that operate in the streets, alleys and parking lots owned by the Borough of Chambersburg, except where noted otherwise. State owned highways are regulated by the Pennsylvania Department of Transportation through the highway occupancy permit process and other applicable laws and regulations.

### **I. Cutting a Bituminous Street Surface**

Regardless of whether the crews cutting the pavement are Borough employees or not, they shall remove the existing bituminous pavement as part of a utility ditch, excavation, base repair and/or milling process using the methods described herein. Use copious amounts of amended water (water to which a PennDOT approved surfactant has been added) according to the manufacturer's specifications during any operations involving saw cutting, drilling, milling, mechanical disturbance, and/or excavation/loading of pavement material. Dry operations involving disturbance to asphalt are strictly prohibited. Use amended water as directed by the Engineering Department. Examples of source water component in the amended water include a hose connected to an external water source, tank water, or water that may be supplied from a Borough Fire Hydrant, vacuum truck, or other water source; some rules and fees may apply.

#### **I.A. Cold Weather Procedure**

Any cut made during a cold weather event (temperatures less than 32°F) shall require that the crew add propylene glycol antifreeze (RV antifreeze only; use of any other antifreeze is prohibited) to their amended water in sufficient quantity to prevent the accumulation of ice on streets, sidewalks, and other surfaces. In addition, all amended water, ice, and slush must be carefully and deliberately removed from the job site regardless of whether it is a part of the slurry (as defined herein) and/or ancillary to the cutting process. Ice accumulation during cold weather cuts is unacceptable.

### **II. Slurry**

Dust that is trapped in this manner will become a mud-like substance known as "slurry". The necessary care and caution shall be taken in order that the slurry is not allowed to run into storm sewers, but is trapped in silt socks or other devices designed to collect this material. Collected slurry and absorbent devices must be properly disposed in accordance with applicable laws, regulations and standards for such disposal. Any contamination of the storm water system by slurry requires immediate spill response actions must be undertaken.

**Processes I, IA, and II are not optional regardless of whether the quantity or type of contaminants are known and whether the Engineering Department considers the pavement clean.**

### **III. Disposal**

It is unknown what contaminants may or may not exist in old pavement. Further, it is best to use an abundance of caution when hauling and disposing of pavement. The Borough Engineering Department may, or may not, certify that the pavement is free of contaminants. For small cuts, it is likely not cost effective to pre-test or certify the pavement. Therefore, when in doubt, follow best management practices for the hauling and disposal of old bituminous waste and slurry-filled absorbent devices.

Do not reuse or recycle any excavated or milled bituminous material unless you first test for the presence of contamination.

Based on your knowledge of the contamination in the old bituminous material waste and slurry-filled absorbent devices, secure an approved and permitted disposal facility for bituminous waste noting that the bituminous pavement may be contaminated. This arrangement must be made prior to the initiation of work. Transport the material while adequately wet in tarped trucks to the disposal facility in accordance with all federal, state, and local laws, regulations, and ordinances. Use appropriate placards. Provide documentation to verify the proper transportation and disposal of the removed pavement to the Borough Engineering Department. Contact the PA DEP South Central Regional Office for a complete list of landfills permitted to receive this type of waste.

Borough utility departments shall handle waste in accordance with our internal hauling process. Borough waste will be separated by whether we know contamination exists or not and disposed of by qualified Borough employees if required by local, state, or federal law.

External entities are responsible for their own determinations and hauling process.

### **IV. Certification**

Contemporaneous with the application for any excavation or street opening permit, other than those being done by Borough employees, a pre-approved "No Exposure Assessment" form must be executed by a "competent person" who certifies that they have received this policy, understand the requirements, that the work area has been evaluated, that the projected work practices and engineering controls are adequate to reduce direct and indirect employee (and public) exposure to any contaminants that may or may not be present, and that their proposed excavation methods meet the requirements of these standards. The executed "No Exposure Assessment" shall be in compliance with 29CFR 1926.1101(g)(8)(vi)(b). The executed "No Exposure Assessment" is to be provided to the Borough Engineering Department representative prior to the scheduled start of CONSTRUCTION for review and acceptance. CONSTRUCTION is not to commence until the "No Exposure Assessment" is accepted by the Borough Engineering Department.

The Engineering Department can waive this condition if the pavement is pre-tested and no contamination is found.

### **V. Monitoring**

As may be required at the sole and absolute discretion of the Borough Engineering Department, and if so instructed as a condition of the excavation permit, the Borough reserves the right to require, at contractors' expense, that a minimum of two employees, at any job site where the asphalt is being opened, must carry asbestos monitoring devices. (Although the Borough is exempt from OSHA regulation, OSHA's air monitoring standard identifies what they consider to be the mandatory protocol for conducting air monitoring.)

If so directed, the Borough of Chambersburg will be responsible for establishing air monitoring meters, testing air samples, and collating data. This may be done by Borough employees or a third party environmental consultant(s) as determined by the Borough.

## Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b> See Specific Instructions on page 3.	<b>1</b>	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b>	Business name/disregarded entity name, if different from above	
	<b>3</b>	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<b>4</b>	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>	
	<b>5</b>	Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	<b>6</b>	City, state, and ZIP code	
	<b>7</b>	List account number(s) here (optional)	

### **Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number														
					-					-				

**or**

Employer identification number									
					-				

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### **Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.



**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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

**For**

**Permanent Restoration of Surface Openings on Borough Streets  
Borough of Chambersburg Gooseneck Replacement Project**

All prospective bidders who obtained the Bidding Documents electronically must fax this "Receipt of Confirmation" form no later than JUNE 18, 2021 at 9:00 a.m. EST to:

Jamia L. Wright, Borough Secretary, at (717) 261-3240.

**The undersigned confirms receipt of all 75 pages of the bidding and contract documents dated JUNE 01, 2021 for the project referenced above as posted electronically at [www.chambersburgpa.gov](http://www.chambersburgpa.gov).**

Name of Company \_\_\_\_\_

Name of Recipient \_\_\_\_\_

Signature of Recipient \_\_\_\_\_

Title of Recipient \_\_\_\_\_

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

Fax No: \_\_\_\_\_

E-mail: \_\_\_\_\_

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