

**SPECIFICATIONS AND CONTRACT  
For**

**Sitework at the Commerce Street  
Electric Substation**

**For**

**THE BOROUGH OF CHAMBERSBURG, PA**

**ISSUED:  
September 17, 2020**

**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,  
October 7, 2020.**

**Borough Contact Name: Jeff Heverley  
Assistant Electric Superintendent  
jheverley@chambersburgpa.gov or 717-251-2418**

**Proposal Submitted By:**

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**NOTICE – SEEKING BIDS**

The Borough of Chambersburg is accepting sealed bids for:

**Sitework at the Commerce Street  
Electric Substation**

A complete proposal packet may be obtained from:

Jamia L. Wright, Borough Secretary  
Borough of Chambersburg  
100 South Second Street  
Chambersburg, PA 17201  
Phone: (717) 251-2437  
[www.borough.chambersburg.pa.us](http://www.borough.chambersburg.pa.us)

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 estimated bid price is required to be accompanied with a Bid. A Performance and Payment Bond, each in the amount of one hundred percent (100%) of the estimated contract price, shall be required from the Successful Bidder. An anti-collusion affidavit is required for this Bid. The Contract will be subject to Pennsylvania Prevailing Wage rates as determined by the PA Department of Labor and Industry. Please be advised that this project will partially be funded by a Redevelopment Assistance Capital Program (“RACP”) grant from the Commonwealth’s Office of the Budget and all associated compliance requirements are applicable.

A non-collusion affidavit is required for this Bid.

**A pre-bid meeting will be held on September 29, 2020 at 10:00 a.m. at site location, 421 W Commerce Street, Chambersburg, PA 17201.**

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 interlineations 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 October 7, 2020**. 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 **“Sitework at the Commerce Street Electric Substation.”** 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 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**

### **SITWORK AT THE COMMERCE STREET ELECTRIC SUBSTATION**

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

The Borough of Chambersburg (the "Borough") is seeking bids from qualified bidders for the general procurement of: **Sitework at the Commerce Street Electric Substation** (the "Work"), as further described in the Specifications herein.

In general, the Contract involves the competitive solicitation for the Sitework at the Commerce Street Electric Substation to incorporate an addition to interconnect a significant solar project.

Please be advised that this project will partially be funded by a Redevelopment Assistance Capital Program ("RACP") grant from the Commonwealth's Office of the Budget. The winning bidder is required to adhere to all compliance requirements associated with the RACP funding. Such requirements may be found in the RACP Key Compliance Guidelines and the RACP Steel Guidance, attached hereto. The Contract will be subject to Pennsylvania Prevailing Wage rates as determined by the PA Department of Labor and Industry, attached hereto.

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

The Bidding Documents include the following documents:

- Notice / Advertisement
- Instructions to Bidders
- General Terms and Conditions
- Specifications
- Construction Drawings
- Non-Discrimination Notice
- Bidder Affidavit
- Non-Collusion Affidavit
- Proposal
- Proposal Bond
- Agreement
- Performance Bond
- Payment Bond
- Public Works Employment Verification Form
- W-9 Form
- Receipt of Confirmation of Bidding and Contract Documents
- Addenda (if released by Borough)
- Receipt of Addenda (if Addenda is released by the Borough)
- Prevailing Wage Determination
- Notice to Proceed (All)

#### **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.borough.chambersburg.pa.us](http://www.borough.chambersburg.pa.us). All prospective bidders who obtained the Bidding Documents electronically must fax a "Receipt of Confirmation" form no later than 9:00 AM on Monday October 5, 2020 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 shall be made to Jeff Heverley, Assistant Electric Superintendent, at [jheverley@chambersburgpa.gov](mailto:jheverley@chambersburgpa.gov) 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 8.1, Contractor shall promptly notify the Borough and, within twenty (20) days after the event giving rise to such notification, provide another bond and surety.

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

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

The Borough will return the Bid security and financial information, if any, of all Bidders, except the three apparent lowest responsible, responsive Bidders as determined by the Borough upon evaluation, within

thirty (30) days after the date of Bid opening; and upon execution of the Agreement and furnishing of acceptable Contract bonds and insurance certificate by the successful Bidder, the remaining Bid securities and financial information, if any, of 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 to One Hundred Percent (100%) of the contract price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents.

These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period, whichever is later, except as provided otherwise by laws or regulations or by the Contract Documents.

**9. Liquidated or Other Damages**

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

**10. Public Works Employment Verification Act**

The Contractor shall comply with the Pennsylvania Public Works Employment Verification Act (Act 127 of 2012), as it relates to public works contractors requiring to verify that newly hired employees are authorized to work in the United States, for certain public works contracts estimated to be in excess of Twenty-five Thousand Dollars (\$25,000.00). In the event the amount of the bid is in excess of Twenty-five Thousand Dollars (\$25,000.00) the Bidder is required to submit a completed Public Works Employment Verification Form to the Borough as a condition of award of the Contract.

**11. Pre-bid Meeting Information**

A pre-bid meeting will be held on **September 29, 2020 at 10:00 a.m.** at site location, 421 W Commerce 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.

**12. Proposal Form**

The Bid price 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.

If subcontractors are to be utilized by a Bidder, include a description of those persons or firms, their roles in the project, and their qualifications to do the anticipated work. The Bidder assumes responsibility for all work contracted or subcontracted from this bid.

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: **421 W Commerce Street**, Chambersburg, PA 17201.

**Prevailing Wage:** In the event the amount of the bid is in excess of Twenty-five Thousand Dollars (\$25,000.00), the Agreement will be subject to the Prevailing Minimum Wage Determination established by the Commonwealth of Pennsylvania, Department of Labor and Industry. The Contractor shall therefore pay at least the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act (43 P. S. §§ 165-1 – 165-17), and the regulations issued thereto, to assure the full and proper payment of the rates. Included in the Specifications are duties of the Contractor under Pennsylvania Prevailing Wage Act as well as the Prevailing Minimum Wage Determinations that therefore may be applicable to this Project.

### **13. 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 "**Sitework at the Commerce Street Electric Substation**". 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. A mailed Bid shall be addressed to:

Jamia L. Wright, Borough Secretary  
Borough of Chambersburg  
100 South Second Street  
Chambersburg, PA 17201

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

#### **14. 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.

#### **15. Bids to Remain Subject to Acceptance**

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

#### **16. Award of Agreement**

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 Bidder 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 Bidding 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.

#### **17. Signing of Agreement**

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

## **GENERAL TERMS AND CONDITIONS**

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

Contractor agrees to furnish all labor, tools, materials, 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. 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. 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.

### **4. Permits, Licenses, etc.**

All permits, licenses, inspections, ratings, certificates and/or approvals related to the performance of the Work as required by the Specifications, 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.

### **5. Assignment**

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

stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

**6. Invoices and Payment**

All payments will be processed through the Borough’s standard accounts payable system. Upon the completion and inspection of the Borough of all work set forth in the Notice to Proceed, Contractor shall submit invoices marked NET 30 DAYS. The invoice must include, at a minimum, the percentage of item completed during any invoicing period multiplied by unit price. Payments shall be subject to the retainage provisions of Paragraph 5 of the Agreement.

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

**7. Insurance**

When the apparent Successful Bidder delivers the signed Agreement to the Borough it must be accompanied by the required insurance certificate on the latest version of the ACORD 25 Certificate of Insurance Form. The Borough of Chambersburg, its elected officials and employees, and the Commonwealth of PA 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<br>Property Damage Liability | \$1,000,000 (CSL) |
|--|-------------------|

**COMMERCIAL GENERAL LIABILITY (CGL)**

|                         |             |
|-------------------------|-------------|
| Each Occurrence Limit   | \$1,000,000 |
| General Aggregate Limit | \$5,000,000 |
| Medical Expense Limit   | \$ 15,000   |

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

**8. Indemnification**

Contractor and its subcontractors, if any, successors and assigns, its employees, agents, servants, and/or anyone acting under Contractor's control and/or Contractor's direction shall release, hold harmless, and indemnify the Borough, its officers, elected officials, agents, representatives, and employees acting within the scope of their official duties from and against any and all damages, costs, claims, suits, demands and expenses (including but not limited to reasonable attorneys' fees) to the extent caused by the negligent acts, 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 8 shall survive the termination of the Contract.

**9. Taxes**

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

**10. Additional Contractor Compliance**

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

- a. Contractor shall comply with Commonwealth of Pennsylvania Prevailing Wage Act, P.L. 987, as amended.
- 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 milled, melted, and manufactured in the United States.
- c. Contractor is subject to the provisions of Pennsylvania Act 247 of 1972, as amended, relating to the prevention of environmental pollution and the preservation of public natural resources.
- d. Contractor is subject to the provisions of the Pennsylvania Human Relations Act No. 222 of 1955, as amended.
- e. Contractor is subject to the provisions of Pennsylvania Underground Utility Line Protection Act, Act 287 of 1974, as amended by Act 121 of 2008, which requires contractors to notify public utilities prior to starting Sitework or demolition work.
- f. Contractor shall comply with the Pennsylvania Public Works Contract Regulation Law, as amended by Act 142 of 1994 as it relates to timely payment by Contractor and Subcontractor to its Subcontractors.
- g. Contractor shall comply with the Antbid-Rigging Act, 62 Pa.C.S.A §4501, *et seq.*
- h. Contractor acknowledges and understands that any information received by the Borough may be subject to the Pennsylvania Right to Know Law, 65 P.S. § 67.101 *et seq.*, and the Borough will process any and

all requests made pursuant to the Pennsylvania Right to Know Law in accordance with the Right to Know Law.

- i. Contractor shall comply with all RACP requirements as outlined in the RACP Key Compliance guidelines, attached hereto.

# Specifications

## 1 PROJECT INFORMATION

- A. Name: Sitework at the Commerce Street Electric Substation
- B. Location: 421 West Commerce St., Chambersburg, PA 17201
- C. Owner: Borough of Chambersburg, PA
- D. Description: 69-12.47kV Substation addition to interconnect new Solar Generation Facility

## 2 WORK COVERED BY CONTRACT

- A. The Contract, with included Plans and Specifications, describes a “structurally complete” substation on a graded site. The Contract shall include furnishing all new material (except where specified otherwise), labor, services, supervision, equipment, and tools necessary to complete the work.
- B. The Plans and Specifications provided, while complete, are subject to revision by the Engineer as may be required to accommodate: substation structural requirements; site geotechnical requirements; and/or Owner required attributes or construction sequences. If such revision increases (or decreases) work scope, change order terms will apply accordingly.
- C. The work covered by this contract includes the following major components:
  - 1. Install foundations for substation structures and equipment as shown on the Plans using materials specified on the Plans and in the Specifications.
  - 2. Install conduits, ductbanks, and raceways as shown on the Plans using materials specified on the Plans and in the Specifications.
  - 3. Install substation ground grid as shown on the Plans using materials specified on the Plans and in the Specifications.
  - 4. Backfill and grade substation site as shown on the Plans using materials specified on the Plans and in the Geotechnical Report.
  - 5. Assemble and install substation tubular HV structures and structural elements shown on the Plans using materials specified on the Plans and in the Specifications. Owner shall supply tubular HV structures and structural elements.
  - 6. Assemble and install substation fabricated LV structure and structural elements shown on the Plans using materials specified on the Plans and in the Specifications. Owner shall supply LV structures and structural elements.

7. Install substation fence shown on the Plans using materials specified on the Plans and in the Specifications. Demolish existing fence as shown on the Plans.

### 3 WORK SEQUENCE

- A. The Contractor shall prepare a sequence of the work and indicate the installation dates for major milestones. The schedule shall be submitted to the Owner for review prior to starting work.
- B. At least every five (5) business days the schedule shall be revised as necessary to reflect changes in the progress of the work.

### 4 FOUNDATIONS FOR SUBSTATION STRUCTURES AND EQUIPMENT

- A. Supply all materials necessary to produce complete foundations as described by the Plans
- B. Staking
  1. The Contractor shall provide field surveying and staking services for all foundations identified in the Plans. Contractor shall provide stakes, lath, sledges, hand tools, transportation, and such other supplies, assistance, and equipment as required in staking out the work.
  2. Contractor shall obtain approval from Owner and Engineer for all deviations from Plans as may be prudent based on field conditions at time of construction.
  3. Verify lines, levels, and centers before proceeding with ANY work. Ensure that dimensions agree with drawings.
- C. Excavation
  1. Excavate sufficiently large area to enable installation of foundation materials. Cut trenches sufficiently wide to enable installation of specified conduits.
  2. Protect excavations to prevent cave-in or loose soil from falling into excavation. Protect bottom of excavations and soil from frost.
  3. Notify Owner of unexpected conditions and discontinue work in affected area until notification to resume work.
- D. Concrete Work
  1. Construct formwork, shoring, and bracing to conform to design and code requirements. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping.

2. Apply form release agent on formwork in accordance with manufacturer's recommendations. Apply form release agent prior to placement of reinforcing steel, anchoring devices, and embedded items.
3. Anchor bolts must be set with rigid template. Owner shall provide dimensioned baseplate drawing for Contractor's use in fabricating template.
4. Contractor is solely responsible for ensuring that anchor bolts are placed straight, level, and plumb and can be utilized to erect and secure the Structures in a manner consistent with the Plans.
5. Install waterstop in accordance with manufacturer's instructions in a manner consistent with the Plans.
6. Place, support, and secure reinforcement against displacement. Do not deviate from required position shown in Plans. Fabricate concrete reinforcing in accordance with CRSI Manual of Practice.
7. Place concrete in accordance with ACI 304.
8. Ensure reinforcement, anchor bolts, and embedded items are not disturbed during concrete placement.
9. In cold weather conditions, suitably thaw earth forms and maintain at not less than 35 degrees F.
10. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury. This shall include blankets, insulating materials, heaters, and enclosures as necessary to maintain proper temperatures during curing in cold weather conditions.
11. Provide test cylinders and testing as identified on the Plans.
12. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finished concrete surfaces scheduled for exposure to view.

5 CONDUITS, DUCTBANKS, AND RACEWAYS

- A. Provide conduit sizes and routes as shown on Plans. Conduit Material to be galvanized rigid steel above grade and PVC below grade unless indicated otherwise on the Plans.
- B. Provide raceway/cable trench and handholes as shown on Plans.
- C. Provide conduit ductbanks as shown on Plans. Utilize duct spacers as shown on plans and provide hold-downs in sufficient number to preclude conduit from floating.
- D. Utilize installation details described on Plans. Stagger conduit joints in ductbank. Notify

Owner of unexpected conditions and discontinue work in affected area until notification to resume work by Owner.

- E. Install conduit in accordance with NECA "Standard of Installation." Cut conduit square using saw or cutter; de-burr cut ends. Bring conduit to shoulder of fittings and fasten securely as applicable.
- F. Install conduit supports where required. Supports to be sufficiently rigid and per NEC and NEMA standards. Use LPS 99% Zinc Cold Galvanizing Spray where required.
- G. Use suitable plastic caps to protect installed conduit against entrance of dirt and moisture.

## 6 SUBSTATION GROUND GRID

- A. Install substation ground grid in accordance with Plans.
- B. Connect new substation ground grid to existing substation ground grid in accordance with plans.
- C. Utilize exothermic welding process to connect ground conductors as shown on Plans.
- D. Test new ground grid consistent with Plans and report results to Owner.

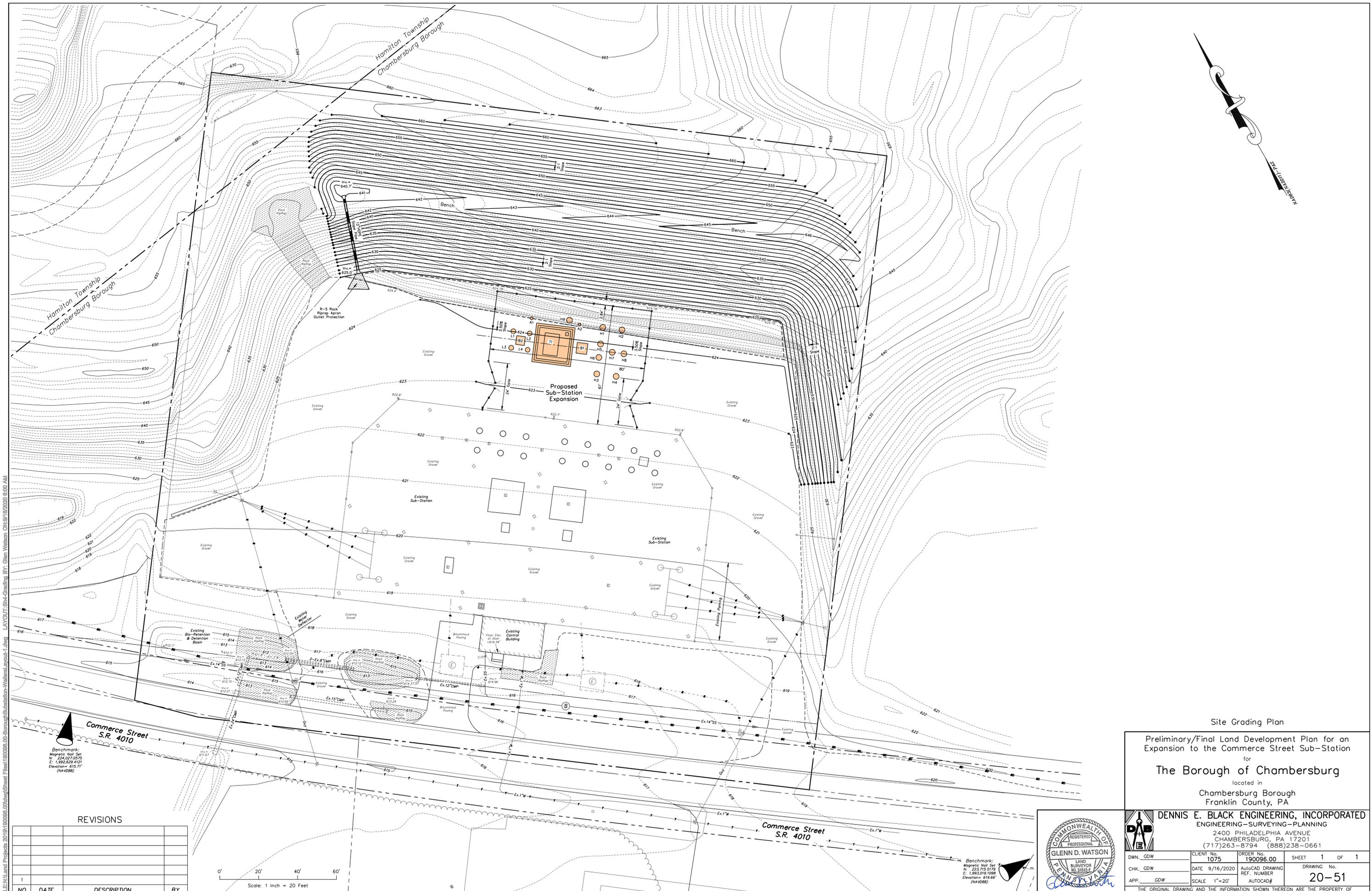
## 7 SUBSTATION TUBULAR HV STRUCTURES AND STRUCTURAL ELEMENTS

- A. Tubular structures and structural elements shall be erected at the locations indicated on the Plans and in compliance with the manufacturer's instructions.
- B. Structures shall not be erected on foundations until they have a concrete compressive strength greater than 70% of the specified minimum 28-day strength.
- C. No welding shall be allowed in assembly. The structure shall be erected using only the lifting points specified by the structure manufacturer.
- D. All structures to be erected level and plumb using leveling nuts. All anchor bolts shall be "drawn down tight" per AISC Steel Construction Manual.
- E. Assembly and commissioning of Structural Elements, such as switches, PT, and lighting arrestors, shall be per manufacturer's instructions. All hardware required to attach Structural Elements to Tubular Structures shall be galvanized hardware, sized as specified by the manufacturer; supply and installation of such hardware shall be the sole responsibility of the Contractor.

## 8 LV STRUCTURE AND STRUCTURAL ELEMENTS

- A. The LV structure and structural elements shall be erected at the locations indicated on the Plans.

- B. Structures shall not be erected on foundations until they have a concrete compressive strength greater than 70% of the specified minimum 28-day strength.
- C. No welding shall be allowed in assembly. The structure shall be erected by qualified personnel using suitable rigging points.
- D. All structures to be erected level and plumb using leveling nuts. All anchor bolts shall be “drawn down tight” per AISC Steel Construction Manual.
- E. Assembly and commissioning of Structural Elements:
  - 1. Install porcelain insulators and insulator-to-bus tube adapters as indicated on the Plans; torque structure attachment bolts per manufacturer’s specifications.
  - 2. Install 1½” aluminum bus tubing and connectors/fittings as indicated on the plans:
    - 1 Cut tubing square using saw or cutter; de-burr cut ends
    - 2 Install 4/0 AAC dampening cable in any tubing length greater than 5 feet.
    - 3 Bring tubing to shoulder of fittings
    - 4 Apply EJC-2 electrical joint compound to all connectors, conductors and tubing.
    - 5 Torque aluminum bolts of connectors to 22ft-lbs
  - 3. Assemble and commission switches per manufacturer’s instructions.
  - 4. Install PT and lighting arrestors using manufacturer supplied hardware; torque structure attachment bolts per manufacturer’s specifications.



Site Grading Plan

Preliminary/Final Land Development Plan for an Expansion to the Commerce Street Sub-Station for  
 The Borough of Chambersburg  
 located in  
 Chambersburg Borough  
 Franklin County, PA

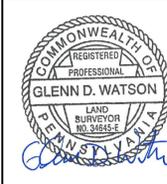
**DENNIS E. BLACK ENGINEERING, INCORPORATED**  
 ENGINEERING-SURVEYING-PLANNING  
 2400 PHILADELPHIA AVENUE  
 CHAMBERSBURG, PA 17201  
 (717)263-8794 (888)238-0661

|         |                 |                             |                   |
|---------|-----------------|-----------------------------|-------------------|
| DWN_GDW | CLIENT No. 1075 | ORDER No. 190096.00         | SHEET 1 OF 1      |
| CHK_GDW | DATE 9/16/2020  | AUTOCAD DRAWING REF. NUMBER | DRAWING No. 20-51 |
| APP_GDW | SCALE 1"=20'    | AUTOCAD#                    |                   |

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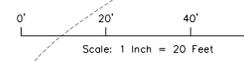
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 (NAVD83)

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 Elevation= 619.66'  
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REVISIONS

| NO. | DATE | DESCRIPTION | BY |
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| 1   |      |             |    |





**GENERAL STRUCTURAL NOTES**

**A. BUILDING CODES AND STANDARDS**

1. THE FOLLOWING CODES AND STANDARDS, INCLUDING ALL SPECIFICATIONS REFERENCED WITHIN, SHALL APPLY TO THE DESIGN, CONSTRUCTION AND QUALITY CONTROL OF ALL WORK PERFORMED ON THE PROJECT.
  - a. "INTERNATIONAL BUILDING CODE - 2015" INTERNATIONAL CODE COUNCIL, INC.
  - b. "MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES", (ANSI/ASCE 7) AMERICAN SOCIETY OF CIVIL ENGINEERS.
2. ADDITIONAL DESIGN STANDARDS FOR MATERIALS SHALL BE FOUND IN THE APPROPRIATE SECTIONS THAT FOLLOW. SEE THOSE SECTIONS FOR THE APPLICABLE CODES.

**B. DESIGN LOADS**

1. PIER LOADS - REFERENCE TATMAN ASSOCIATES, INC. STRUCTURAL CALCULATIONS
2. TRANSFORMER LOAD - 80 KIPS
3. HV BREAKER LOAD - 6 KIPS
4. LV BREAKER LOAD - 4 KIPS
3. LATERAL LOADS - WIND
  - a. BASIC WIND SPEED (3 SECOND GUST) 120 MPH
  - b. MAIN WIND-FORCE RESISTING SYSTEM EXPOSURE C
  - c. COMPONENTS AND CLADDING EXPOSURE C
 DESIGN IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF ASCE 7 SECTION 6 AND IBC SECTION 1609
4. LATERAL LOADS - SEISMIC
  - a. SEISMIC IMPORTANCE FACTOR (I<sub>e</sub>) 1.5
  - b. OCCUPANCY CATEGORY IV
  - c. SPECTRAL RESPONSE ACCELERATION FOR SHORT PERIOD (S<sub>s</sub>) 0.124
  - d. SPECTRAL RESPONSE ACCELERATION FOR 1-SECOND PERIOD (S<sub>1</sub>) 0.051
  - e. SPECTRAL RESPONSE COEFFICIENT (SDS) 0.132
  - f. SPECTRAL RESPONSE COEFFICIENT (SD1) 0.082
  - g. SITE CLASS D
  - h. SEISMIC DESIGN CATEGORY C
  - i. BASIC SEISMIC FORCE RESISTING SYSTEM(S) ORDINARY REINFORCED CONCRETE
  - j. SEISMIC RESPONSE COEFFICIENT(S) (C<sub>s</sub>) 0.099
  - k. RESPONSE MODIFICATION FACTOR(S) (R) 2.0
  - l. ANALYSIS PROCEDURE EQUIVALENT LATERAL FORCE PROCEDURE
7. THE STRUCTURE HAS BEEN DESIGNED FOR THE DEAD, LIVE AND LATERAL LOADS INDICATED ABOVE. ANY INCREASE OF LOADS DUE TO CHANGE IN USAGE OR CONSTRUCTION MATERIALS, ETC. SHALL HAVE THE WRITTEN APPROVAL OF THE ENGINEER. THE CONTRACTOR IS CAUTIONED AS TO NOT STORE ANY CONSTRUCTION MATERIALS OR UNDERTAKE ANY CONSTRUCTION OPERATIONS WHICH WILL EXCEED THE DESIGN LIVE LOAD CAPACITIES NOTED.

**C. CONSTRUCTION**

1. GENERAL
  - a. THESE DRAWINGS REPRESENT THE COMPLETED PROJECT WHICH HAS BEEN DESIGNED FOR THE STRUCTURE DEAD LOADS AND FOR THE SUPERIMPOSED LIVE LOADS INDICATED IN THE DESIGN LOADS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ALLOWABLE CONSTRUCTION LOADS AND TO PROVIDE PROPER DESIGN AND CONSTRUCTION OF FALSEWORK, FORMWORK, TEMPORARY BRACING, SHEETING AND SHORING, ETC.
  - b. IMPLEMENTING JOB SITE SAFETY AND CONSTRUCTION PROCEDURES ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
  - c. IN CASE OF CONFLICT BETWEEN THE GENERAL NOTES, SPECIFICATIONS AND DRAWINGS, THE MOST RIGID REQUIREMENT SHALL GOVERN.
  - d. THE EQUIPMENT DRAWINGS SHALL BE USED IN CONJUNCTION WITH THE STRUCTURAL DRAWINGS FOR DIMENSIONS, ELEVATIONS, SECTIONS AND DETAILS AS REQUIRED. REPORT DISCREPANCIES IMMEDIATELY TO THE ENGINEER.
  - e. THE CONTRACTOR SHALL CHECK AND VERIFY DIMENSIONS FOR ALL WORK BEFORE PROCEEDING WITH THE CONSTRUCTION. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE START OF ANY WORK.
  - f. CONSULT EQUIPMENT AND MEP DRAWINGS FOR VERIFICATION OF LOCATION AND SIZE OF ALL OPENINGS, SLEEVES, REVEALS, DEPRESSIONS, INSERTS, CONCRETE HOUSEKEEPING PADS, HANDRAILS, GUARDRAILS, PARTITION SUPPORTS, LINTELS, ETC. REQUIRED FOR THE PROJECT. VERIFY REQUIREMENTS OF TRADES AFFECTING THE WORK AND NOTIFY THE ENGINEER OF ANY CONFLICTS.
  - g. WORK NOT INCLUDED ON THE DRAWINGS BUT IMPLIED TO BE SIMILAR TO THAT SHOWN AT CORRESPONDING PLACES ELSEWHERE ON THE DRAWINGS SHALL BE REPEATED.
  - h. ALL COSTS OF INVESTIGATION AND/OR REDESIGN, DUE TO THE CONTRACTOR'S MIS-LOCATION OF STRUCTURAL ELEMENTS OR OTHER LACK OF CONFORMANCE WITH THE PROJECT DOCUMENTS, SHALL BE AT THE CONTRACTOR'S EXPENSE.
  - n. ALL EXPANSION BOLTS AND ADHESIVE ANCHORS SHALL BE SET IN FULLY CURED CONCRETE OR 100% GROUT FILLED MASONRY.
  - o. WHEN INSTALLING EXPANSION BOLTS OR ADHESIVE ANCHORS, THE CONTRACTOR SHALL TAKE MEASURES TO AVOID DRILLING OR CUTTING OF ANY EXISTING REINFORCING AND DESTRUCTION OF CONCRETE. HOLES SHALL BE BLOWN CLEAN PRIOR TO PLACING BOLTS OR ADHESIVE ANCHORS.
  - p. STRUCTURAL COMPONENTS ARE NOT DESIGNED FOR VIBRATORY EQUIPMENT. PLACE VIBRATORY EQUIPMENT ON VIBRATION ISOLATORS APPROPRIATE FOR EQUIPMENT AND USE OF SPACE. VIBRATION ISOLATION HAS NOT BEEN PROVIDED BY THE ENGINEER.

**D. FOUNDATION**

1. DESIGN DATA
  - a. FOUNDATIONS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT PREPARED BY HILLS-CARNES DATED SEPTEMBER 2020.
  - b. ALL FOUNDATIONS HAVE BEEN DESIGNED FOR AN ASSUMED ALLOWABLE NET BEARING PRESSURE OF 4000 PSF. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO SECURE AND PAY FOR THE SERVICES OF A GEOTECHNICAL ENGINEER FOR FIELD VERIFICATION OF THE ASSUMED SOIL BEARING PRESSURES. BEARING CAPACITY OF THE SOIL SHALL BE INSPECTED AND APPROVED BY THE GEOTECHNICAL ENGINEER IMMEDIATELY PRIOR TO CONCRETE PLACEMENT. SHOULD THE SOIL BEARING PRESSURE BE FOUND TO BE LESS THAN 4000 PSF, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE STRUCTURAL ENGINEER.
  - c. ALL EXTERIOR FOUNDATIONS SHALL BEAR A MINIMUM OF 3'-0" BELOW FINISHED GRADE. IN CASE OF CONFLICT, NOTIFY THE STRUCTURAL ENGINEER IN ADVANCE OF ANY CONSTRUCTION TO ALLOW FOR ADJUSTMENT. FOOTINGS SHALL BEAR ON APPROVED UNDISTURBED MATERIAL OR STRUCTURAL FILL.
2. GENERAL
  - a. SEE THE PROJECT SPECIFICATIONS AND GEOTECHNICAL ENGINEERING REPORT FOR EXCAVATION AND SUBGRADE PREPARATION REQUIREMENTS, INCLUDING COMPACTION PROCEDURES. REQUIREMENTS CONTAINED IN THE GEOTECHNICAL ENGINEERING REPORT ARE PART OF THIS WORK.
  - b. ALL EXCAVATION, BACKFILLING AND STRUCTURAL FILL PLACEMENT OPERATIONS BENEATH THE BUILDING SLAB AND FOUNDATIONS, AND ALL COMPACTION TESTS AND INSPECTIONS SHALL BE DONE UNDER THE DIRECTION AND SUPERVISION OF A REGISTERED PROFESSIONAL SOILS ENGINEER. ALL FILL MATERIAL, COMPACTION EQUIPMENT AND PROCEDURES SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PERFORMING ANY EARTHWORK OPERATIONS.
  - c. CONCRETE FOR FOUNDATIONS SHALL BE PLACED ON THE SAME DAY SUBGRADE APPROVAL IS GIVEN BY THE GEOTECHNICAL ENGINEER. SHOULD THE SOIL BEARING PRESSURE BE FOUND TO BE LESS THAN THE ALLOWABLE BEARING PRESSURES LISTED ABOVE, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE STRUCTURAL ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
  - d. THE CONTRACTOR SHALL VERIFY ALL EXISTING FIELD CONDITIONS THAT MAY AFFECT THE INSTALLATION OF THE FOUNDATION SYSTEM AS SHOWN PRIOR TO STARTING WORK.
  - e. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES, EXISTING STRUCTURES, ETC., WHETHER INDICATED OR NOT, WHICH MAY BE AFFECTED BY THE CONSTRUCTION PROCESS. SHOULD ANY DAMAGE TO SUCH UTILITIES OCCUR, THE CONTRACTOR SHALL BE REQUIRED TO REPAIR SUCH DAMAGE AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER.
  - f. UTILITY LINES SHALL NOT BE PLACED THROUGH OR BELOW FOUNDATIONS WITHOUT THE STRUCTURAL ENGINEER'S APPROVAL. STEP FOUNDATIONS AS REQUIRED WHERE UTILITIES ENTER OR EXIT THE BUILDING.
  - g. ALL SHORING, SHEETING AND DEWATERING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL ENGAGE AN ENGINEER REGISTERED IN THE PROJECT'S JURISDICTION TO DESIGN ALL SHEETING AND SHORING.
3. BACKFILL
  - a. ALL BACKFILL OPERATIONS SHALL BE PERFORMED IN MAX. 6" HORIZONTAL LIFTS USING STRUCTURAL FILL MATERIAL APPROVED BY THE GEOTECHNICAL ENGINEER, AT THE OPTIMUM MOISTURE CONTENT OF THE MATERIAL AND PROVIDING THE MINIMUM COMPACTION LEVEL STIPULATED IN THE GEOTECHNICAL ENGINEERING REPORT.

**E. CAST-IN-PLACE CONCRETE**

1. ALL CONCRETE WORK SHALL CONFORM TO ALL PROVISIONS OF THE FOLLOWING PUBLICATIONS:
  - a. "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS", ACI 301.
  - b. "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE", ACI 318.
  - c. "RECOMMENDED PRACTICE FOR HOT WEATHER CONCRETING", ACI 305.
  - d. "RECOMMENDED PRACTICE FOR COLD WEATHER CONCRETING", ACI 306.
  - e. "RECOMMENDED PRACTICE FOR CONCRETE FORMWORK", ACI 347.
2. MATERIALS
  - a. CONCRETE SHALL HAVE THE FOLLOWING MINIMUM PROPERTIES:
 

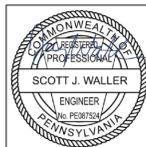
| APPLICATION FOUNDATIONS | f'c AT 28 DAYS | DRY UNIT WEIGHT PCF | MAXIMUM WATER/CEMENT RATIO |
|-------------------------|----------------|---------------------|----------------------------|
|                         | 4,000          | 145                 | 0.50                       |
  - b. CEMENT ASTM C150, TYPE I OR II OR V
  - c. CEMENT SUBSTITUTES ASTM C595, ASTM C989, ASTM C618 (CLASS C OR F) MAXIMUM PERCENT OF TOTAL IN ACCORDANCE WITH ACI 318 TABLE 4.2.3
  - d. COARSE AGGREGATES MAXIMUM COARSE AGGREGATE SIZE SHALL BE 1" ASTM C33 (NORMAL WEIGHT)
  - e. AIR: ALL CONCRETE EXPOSED TO WEATHER, EXCEPT CONCRETE TO RECEIVE A STEEL TROWEL FINISH, SHALL BE AIR-ENTRAINED 6% ± 1 1/2% BY VOLUME. ENTRAINING ADMIXTURES TO COMPLY WITH C260.
  - f. REINFORCEMENT:
 

|                           |                     |
|---------------------------|---------------------|
| DEFORMED REINFORCING BARS | ASTM A615, GRADE 60 |
|---------------------------|---------------------|
  - g. ADMIXTURES: NO ADMIXTURE CONTAINING CALCIUM CHLORIDE OR OTHER CHLORIDE CONTAINING AGENTS SHALL BE PERMITTED.
  - h. SUBMIT CONCRETE DESIGN MIXES FOR ALL CLASSES OF CONCRETE TO THE STRUCTURAL ENGINEER FOR REVIEW PRIOR TO PLACING ANY CONCRETE.
3. GENERAL
  - a. REINFORCING STEEL CLEAR COVER SHALL BE AS FOLLOWS UNLESS NOTED OTHERWISE ON THE DRAWINGS:
 

|  |
|--|
| CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH: 3" |
| CONCRETE EXPOSED TO WEATHER OR IN CONTACT WITH GROUND:     |
| #6 BARS AND LARGER 2"                                      |
| #5 BARS AND SMALLER 2"                                     |
  - b. UNLESS DETAILED OTHERWISE, SPLICES SHALL BE MADE BY CONTACT TENSION LAP SPLICES. MINIMUM LAP TO BE 44 BAR DIAMETERS FOR #6 BARS AND SMALLER, 70 BAR DIAMETERS FOR #7 AND #8 BARS, OR 24 INCHES WHICHEVER IS GREATER. SEE DRAWINGS FOR LAP SPLICE REQUIREMENTS FOR #9 BARS AND LARGER. LAP BARS CONTINUOUS AROUND CORNERS. DOWEL INTERSECTING WALLS INTO CROSS WALLS.
  - c. NO WELDING OF REINFORCING SHALL BE PERMITTED UNLESS SPECIFICALLY CALLED FOR OR APPROVED BY THE STRUCTURAL ENGINEER. WHERE WELDING OF REINFORCING STEEL IS REQUIRED, PROVIDE BARS CONFORMING TO ASTM A706. ALL WELDING PROCEDURES SHALL CONFORM TO THE REQUIREMENTS OF AWS D1.4.
  - d. PROVIDE PLASTIC TIPPED BOLSTERS AND CHAIRS AT ALL LOCATIONS WHERE THE CONCRETE SURFACE IS EXPOSED.
  - e. ALL CONCRETE SURFACES SHALL BE MOIST-CURED OR PROTECTED USING A LIQUID MEMBRANE CURING AGENT MEETING THE REQUIREMENTS OF ASTM C309 APPLIED AS SOON AS FORMS ARE REMOVED OR FINISHING IS COMPLETED TO PREVENT EARLY DRYING OF THE CONCRETE AND TO PROVIDE ADEQUATE CURING FOR A MINIMUM OF 7 DAYS.
  - f. ALL FORMWORK, SHORING, AND RESHORING, SHALL BE DESIGNED BY THE CONTRACTOR'S ENGINEER REGISTERED IN THE PROJECT'S JURISDICTION.
  - g. NO SLEEVES SHALL BE PLACED THROUGH ANY CONCRETE ELEMENT UNLESS SHOWN ON THE STRUCTURAL DRAWINGS, APPROVED SLEEVING SHOP DRAWINGS OR SPECIFICALLY AUTHORIZING IN WRITING BY THE STRUCTURAL ENGINEER.
  - h. CORE DRILLING OF FOUNDATIONS, BEAMS, JOISTS, SLABS OR COLUMNS SHALL NOT BE PERMITTED UNLESS AUTHORIZED IN WRITING BY THE STRUCTURAL ENGINEER.
  - i. WHEN INSTALLING EXPANSION BOLTS OR ADHESIVE ANCHORS, THE CONTRACTOR SHALL TAKE MEASURES TO AVOID DRILLING OR CUTTING OF ANY EXISTING REINFORCING AND DESTRUCTION OF CONCRETE. HOLES SHALL BE BLOWN CLEAN PRIOR TO PLACING BOLTS OR ADHESIVE ANCHORS.
  - j. CHAMFER ALL EXPOSED CONCRETE CORNERS, 3/4"x3/4" MINIMUM, UNLESS NOTED OR DETAILED ON THE ARCHITECTURAL DRAWINGS.
  - k. IN AREAS WHERE NEW CONCRETE WORK ABUTTS EXISTING FOUNDATIONS, PROVIDE 3" THICK ASPHALT IMPREGNATED EXPANSION/CONTROL JOINT MATERIAL ACROSS ENTIRE SURFACE OR AS DIRECTED BY STRUCTURAL ENGINEER.
4. INSPECTION AND TESTING
  - a. THE CONTRACTOR/OWNER WILL ENGAGE A TESTING AND INSPECTION AGENCY TO PROVIDE SERVICES AS INDICATED BELOW AND SUBMIT REPORTS TO THE OWNER AND TO THE ENGINEER.
  - b. CAST-IN-PLACE CONCRETE
    - 1) THE AGENCY SHALL INSPECT THE FORMWORK AND REINFORCING STEEL PLACEMENT FOR COMPLIANCE WITH THE CONTRACT DOCUMENTS AND SHOP DRAWINGS. THE AGENCY SHALL MONITOR ALL STRUCTURAL CONCRETE PLACEMENT FOR CONFORMANCE WITH APPLICABLE ACI REQUIREMENTS.
    - 2) SAMPLE FRESH CONCRETE IN ACCORDANCE WITH ASTM C172. MOLD TEST CYLINDERS IN ACCORDANCE WITH ASTM C31.
    - 3) A MINIMUM OF FOUR TEST CYLINDERS SHALL BE CAST FOR EACH DAY'S POUR OR EACH 50 CUBIC YARDS, WHICHEVER RESULTS IN MORE TEST CYLINDERS.
    - 4) THE AGENCY WILL MAKE ADDITIONAL TESTS OF IN-PLACE CONCRETE AT THE CONTRACTOR'S EXPENSE WHEN THE TEST RESULTS INDICATE SPECIFIED CONCRETE STRENGTHS HAVE NOT BEEN ATTAINED, AS DIRECTED BY THE STRUCTURAL ENGINEER.

DRAWING IS FOR BIDDING PURPOSES ONLY

NOT BE USED FOR ASSEMBLY OR CONSTRUCTION



**Preston Waller & Associates, Inc.**  
Process & Engineering Consultants

| NO. | DATE     | REVISION                                   | BY  | SCALE |
|-----|----------|--|-----|-------|
| 1   | 09-17-20 | ADD TATMAN STRUCTURE REFERENCE INFORMATION | SJW | NTS   |
| 2   |          |  |     |       |
| 3   |          |  |     |       |
| 4   |          |  |     |       |
| 5   |          |  |     |       |
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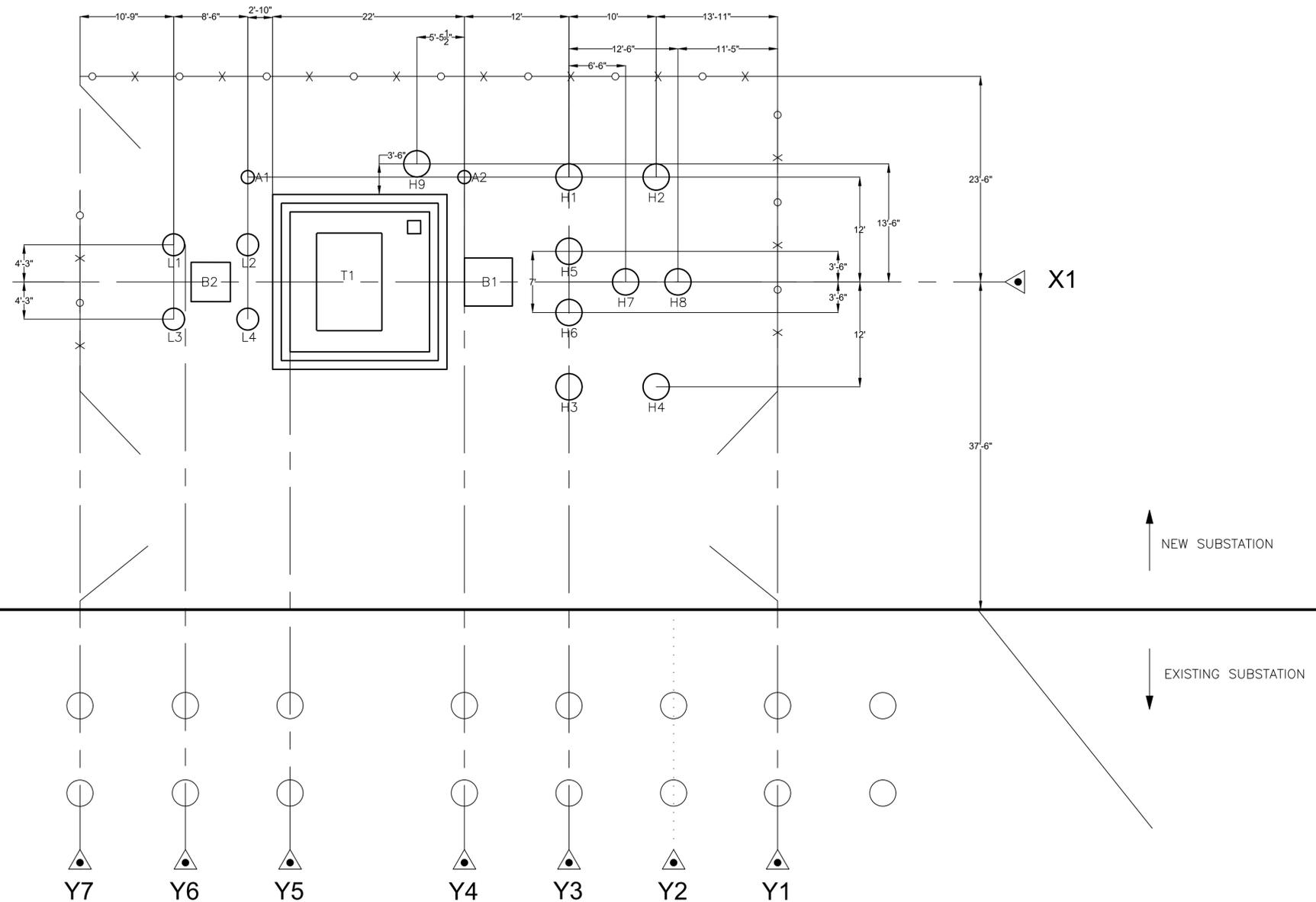
**BOROUGH OF CHAMBERSBURG**  
100 S. SECOND STREET  
CHAMBERSBURG, PENNSYLVANIA

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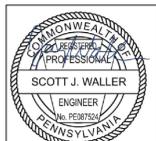
**COMMERCE SOLAR SUBSTATION  
FOR INSTALLATION BID  
FOUNDATION SPECIFICATIONS**

DRAWING NUMBER  
**2800-2001BL**

| FOUNDATION LIST |                                       |                |
|-----------------|---------------------------------------|----------------|
| REFERENCE ID    | DESCRIPTION                           | ELEVATION (FT) |
| H1-H4           | 69 KV A-FRAME                         | 624.5          |
| H5-H6           | 69 KV SWITCH STRUCTURE                | 624.5          |
| H7              | 69 KV PT STAND                        | 624.5          |
| H8              | 69 KV SURGE ARRESTOR STAND            | 624.5          |
| H9              | 30 FT LIGHTNING MAST                  | 625            |
| L1-L4           | 15 KV LOW VOLTAGE STRUCTURE           | 624.5          |
| A1-A2           | YARD LIGHTS                           | 625            |
| B1              | 69 KV BREAKER                         | 624.5          |
| B2              | 15 KV BREAKER                         | 624.5          |
| T1              | TRANSFORMER & CONTAINMENT STRUCTURE   | 624.5          |
| N/A             | EXISTING SUBSTATION LV STRUCTURE FDNS | 623.1          |



DRAWING IS FOR BIDDING PURPOSES ONLY  
 NOT BE USED FOR ASSEMBLY OR CONSTRUCTION



**Preston Waller & Associates, Inc.**  
 Process & Engineering Consultants  
 23

| NO. | DATE | REVISION | BY | SCALE       |
|-----|------|----------|----|-------------|
| 1   |      |          |    | 1/8" = 1'0" |
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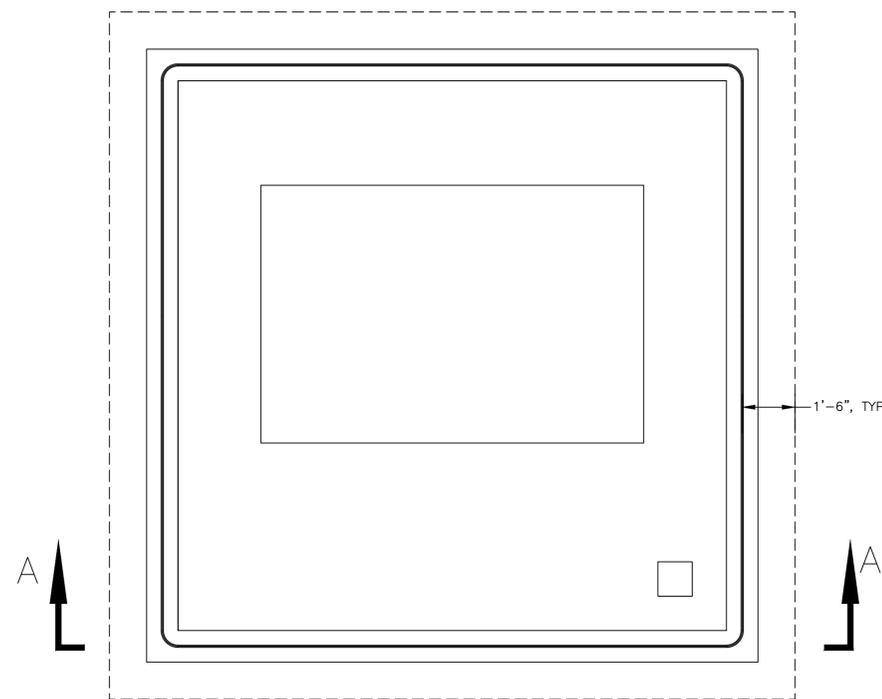
**BOROUGH OF CHAMBERSBURG**  
 100 S. SECOND STREET  
 CHAMBERSBURG, PENNSYLVANIA  
 COMMERCE SOLAR SUBSTATION  
 FOR INSTALLATION BID  
 GENERAL FOUNDATION LAYOUT

DRAWING NUMBER  
 2800-2002BL



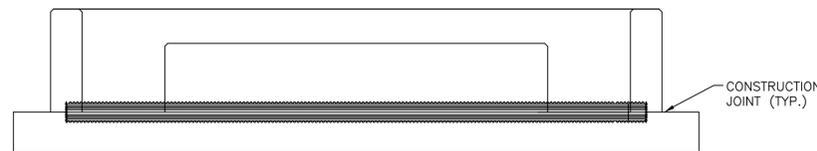
# WATERSTOP LAYOUT AND DETAILS

| WIRESTOP WATERSTOP MINIMUM QUANTITIES REQUIRED |                         |                                      |
|--|-------------------------|--------------------------------------|
| WATERSTOP NUMBER                               | APPROX. LENGTH REQUIRED | PART NUMBER OR JUNCTION SECTION TYPE |
| 1  | 70'                     | FR-4316                              |



PLAN VIEW

NOT TO SCALE

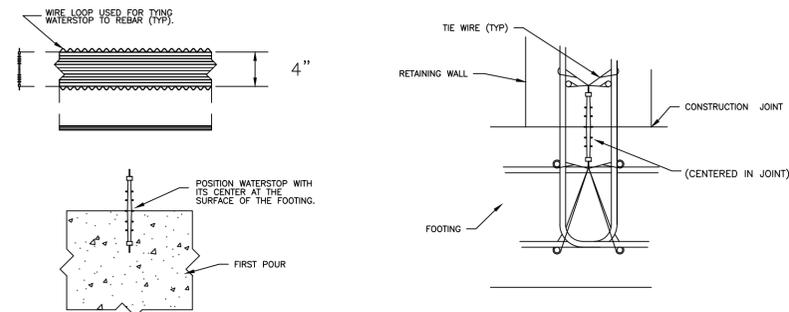


SECTION A-A

NOT TO SCALE

## WIRESTOP WATERSTOP DETAIL (PART NO. FR-4316)

NOT TO SCALE

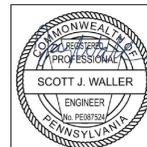


TYPICAL DETAIL OF CONSTRUCTION JOINT WITH WATERSTOP REQUIRED BETWEEN RETAINING WALL AND FOOTING SLAB.

### GENERAL NOTES:

1. THE WATERSTOP THAT MUST BE USED THROUGHOUT THIS CONTRACT IS WIRESTOP WATERSTOPS (PART NUMBERS FR-4316) AS MANUFACTURED BY PAUL MURPHY PLASTICS COMPANY, ROSEVILLE, MICHIGAN. NO SUBSTITUTIONS WILL BE ACCEPTED.
2. WATERSTOPS MUST BE CENTERED IN THE JOINT AND INSTALLED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
3. USE ONLY THE WIRE LOOPS PROVIDED TO SECURE THE WATERSTOPS TO THE REBAR AND FORMWORK (SECURE A MINIMUM OF EVERY 12").
4. NO HOLES SHALL BE MADE IN THE WATERSTOP.

DRAWING IS FOR BIDDING PURPOSES ONLY  
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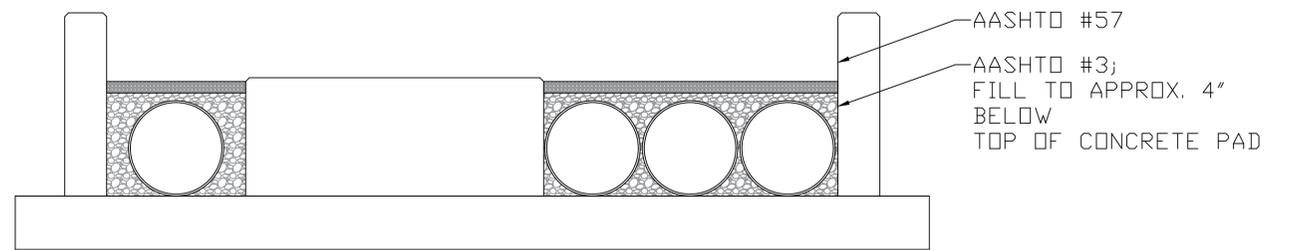
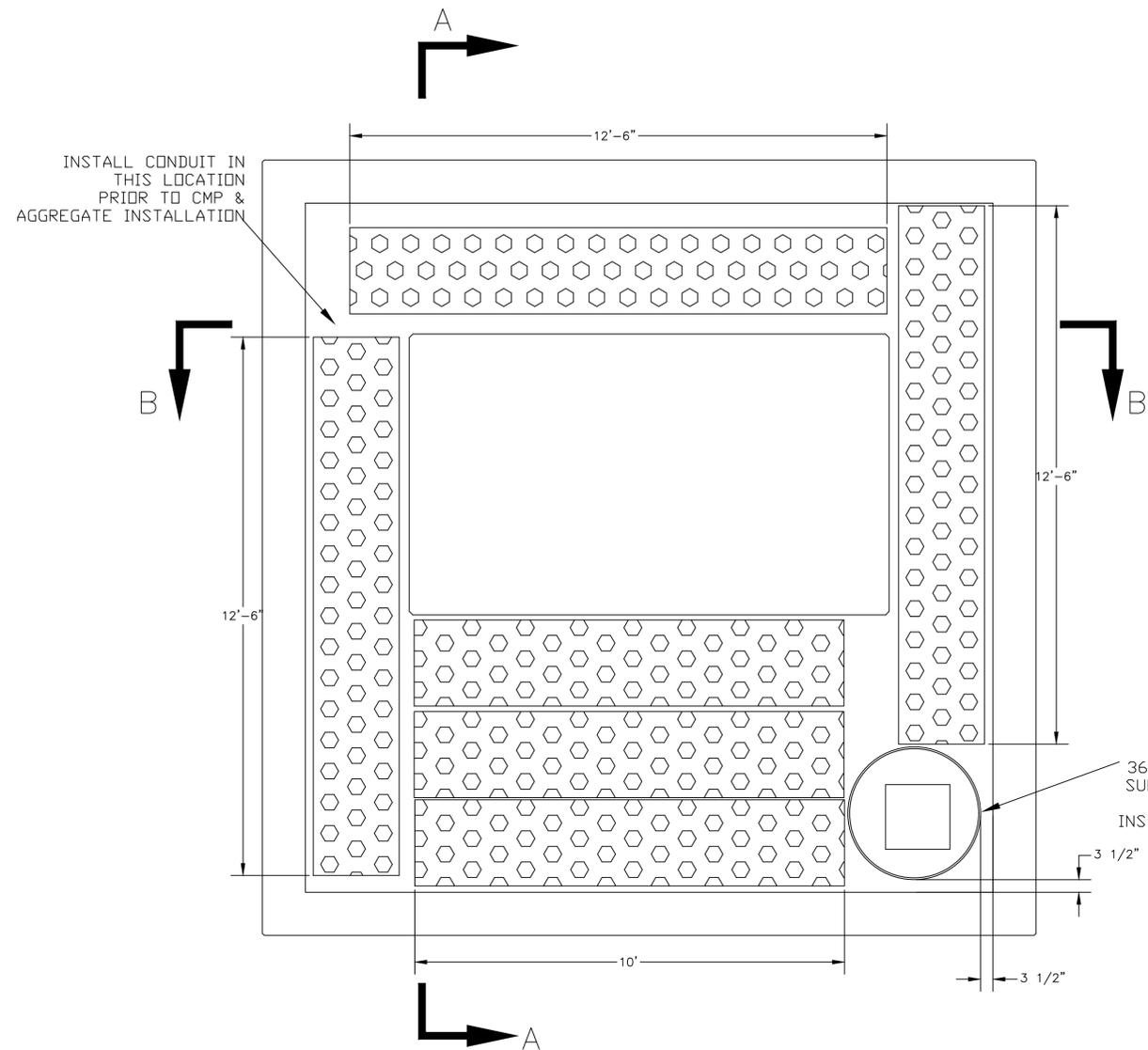
**Preston Waller & Associates, Inc.**  
Process & Engineering Consultants

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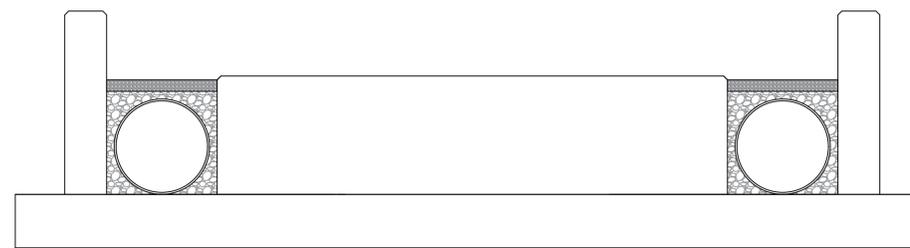
|                             |
|-----------------------------|
| SCALE<br><b>1/2" = 1'0"</b> |
| DATE 07-13-20               |
| CHECKED BY SJW              |
| DRAWN BY SJW                |

**BOROUGH OF CHAMBERSBURG**  
100 S. SECOND STREET  
CHAMBERSBURG, PENNSYLVANIA  
**COMMERCE SOLAR SUBSTATION  
FOR INSTALLATION BID  
TRANSFORMER FOUNDATION  
WATERSTOP DETAIL**

DRAWING NUMBER  
**2800-2004BL**

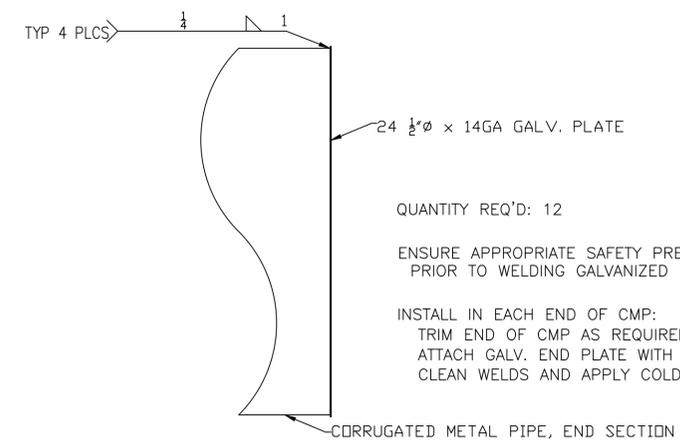


SECTION A-A



SECTION B-B

CMP ENDPLATE DETAIL

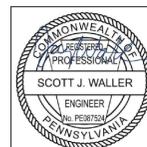


UTILIZE CONTECH HEL-COR 14GA GALVANIZED CORRUGATED METAL PIPE WITH STANDARD PERFORATION HOLE LAYOUT PER CONTECH DWG #1008467J

SIZE, QUANTITY AND LENGTH AS FOLLOWS:

|      |     |        |
|------|-----|--------|
| 24"Ø | (3) | 12'-6" |
| 24"Ø | (3) | 10'-0" |
| 36"Ø | (1) | 2'-6"  |

DRAWING IS FOR BIDDING PURPOSES ONLY  
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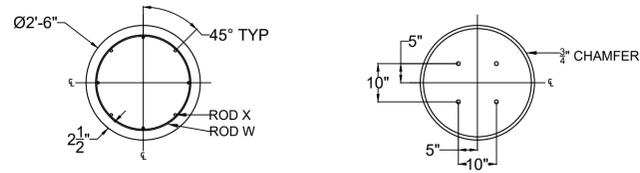
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|            |          |
|------------|----------|
| DATE       | 07-13-20 |
| CHECKED BY | SJW      |
| DRAWN BY   | SJW      |

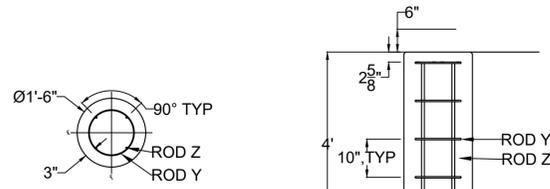
**BOROUGH OF CHAMBERSBURG**  
100 S. SECOND STREET  
CHAMBERSBURG, PENNSYLVANIA  
COMMERCE SOLAR SUBSTATION  
FOR INSTALLATION BID  
TRANSFORMER FOUNDATION  
CMP INSTALLATION DETAIL

DRAWING NUMBER  
2800-2005BL

**FOUNDATION L1, L2, L3, L4 - LV STRUCTURE FOUNDATION**



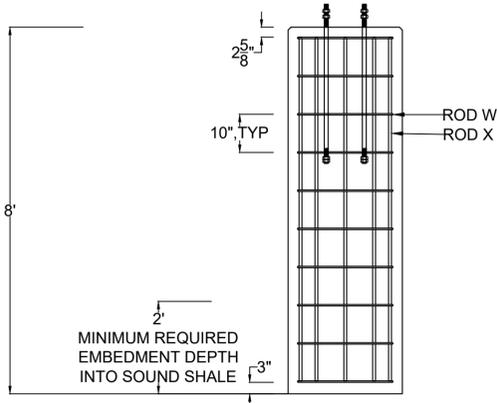
**FOUNDATION A1, A2 - LIGHT POLE FOUNDATION**



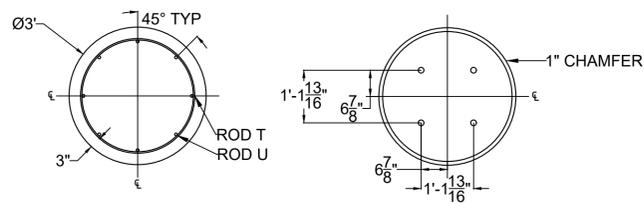
ROD P MINIMUM LAP LENGTH = 10"

| SUBSTATION PIER FOUNDATIONS |                |        |                   |   |            |              |
|-----------------------------|----------------|--------|-------------------|---|------------|--------------|
| REBAR SCHEDULE              |                |        |                   |   |            |              |
| ROD                         | APPROX. LENGTH |        | QUANTITY REQUIRED | DESCRIPTION OF MATERIAL   | BAR NUMBER | WEIGHT (LBS) |
|                             | FEET           | INCHES |                   |   |            |              |
| P                           | 9              | 10     | 10*               | BILLET STEEL A615-82 GRADE 60 DEFORMED BAR; MINIMUM LAP = 1'-8" | #3         | 38           |
| S                           | 7              | 6-1/2  | 8*                | BILLET STEEL A615-82 GRADE 60 DEFORMED BAR                      | #6         | 92           |
| T                           | 9              | 10     | 15*               | BILLET STEEL A615-82 GRADE 60 DEFORMED BAR; MINIMUM LAP = 1'-8" | #4         | 67           |
| U                           | 9              | 9      | 8*                | BILLET STEEL A615-82 GRADE 60 DEFORMED BAR                      | #6         | 150          |
| W                           | 8              | 0      | 10*               | BILLET STEEL A615-82 GRADE 60 DEFORMED BAR; MINIMUM LAP = 1'-6" | #3         | 32           |
| X                           | 7              | 6-1/2  | 8*                | BILLET STEEL A615-82 GRADE 60 DEFORMED BAR                      | #6         | 92           |
| Y                           | 3              | 10     | 5*                | BILLET STEEL A615-82 GRADE 60 DEFORMED BAR; MINIMUM LAP = 10"   | #3         | 8            |
| Z                           | 3              | 9      | 4*                | BILLET STEEL A615-82 GRADE 60 DEFORMED BAR                      | #3         | 6            |

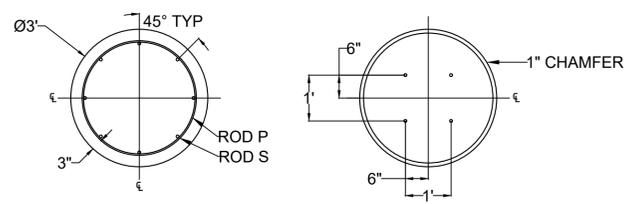
\* COUNT/WEIGHT IS PER FOUNDATION



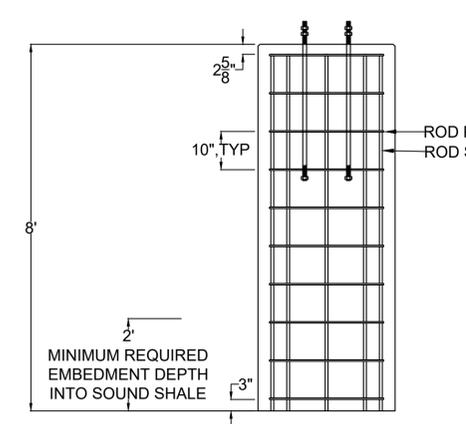
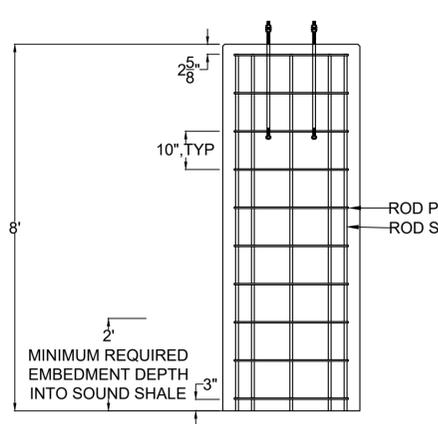
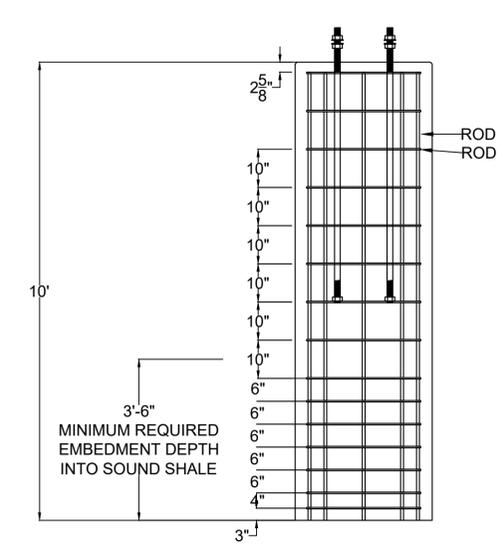
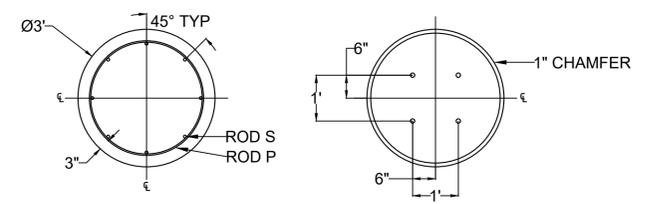
**FOUNDATION H1, H2, H3, H4 - A-FRAME FOUNDATION**



**FOUNDATION H5, H6, H7, H8 - SUPPORT STRUCTURE FOUNDATION**

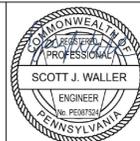


**FOUNDATION H9 - LIGHTNING MAST FOUNDATION**



DRAWING IS FOR BIDDING PURPOSES ONLY  
NOT BE USED FOR ASSEMBLY OR CONSTRUCTION

REFERENCE DRAWING 2800-2006ABL FOR ANCHOR BOLT INFORMATION AND DETAILS



**Preston Waller & Associates, Inc.**

Process & Engineering Consultants

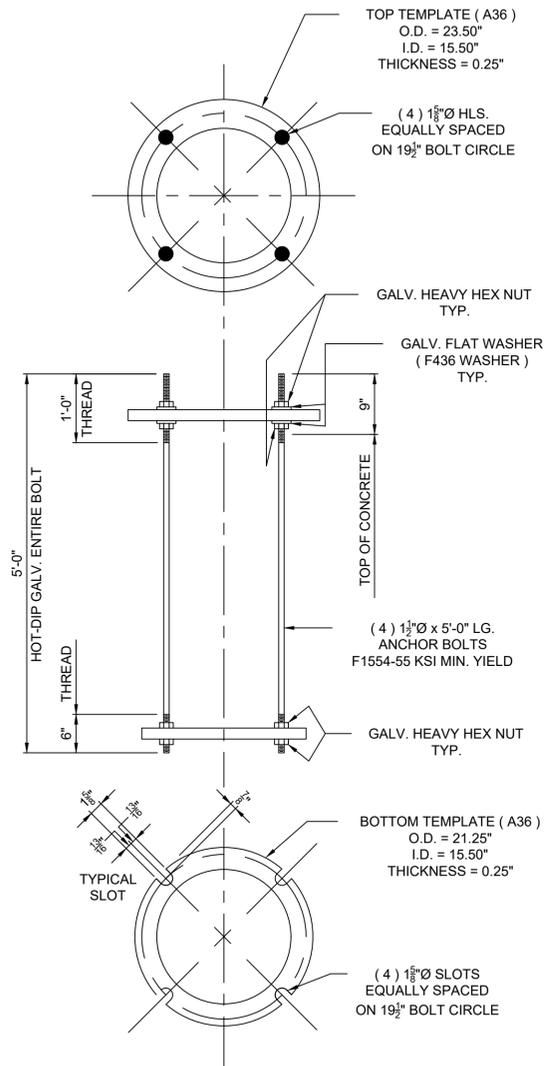
| NO. | DATE     | REVISION                    | BY  | SCALE       |
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| 1   | 09-17-20 | ADD TATMAN ANCHOR BOLT NOTE | SJW | 1/2" - 1'0" |
| 2   |          |                             |     |             |
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**BOROUGH OF CHAMBERSBURG**  
100 S. SECOND STREET  
CHAMBERSBURG, PENNSYLVANIA

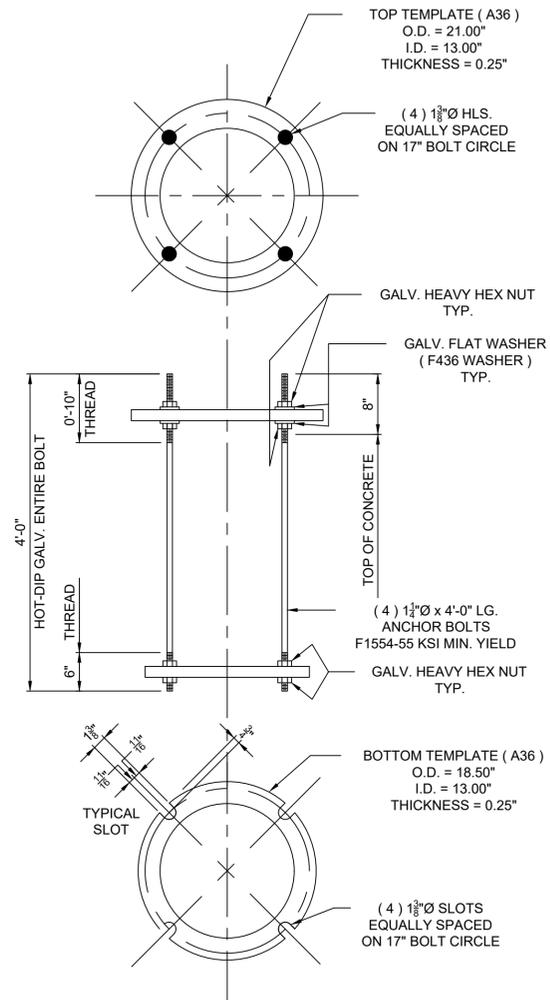
COMMERCE SOLAR SUBSTATION  
FOR INSTALLATION BID  
PIER FOUNDATION DETAILS

DRAWING NUMBER  
**2800-2006BL**

**FOUNDATION H1, H2, H3, H4  
A-FRAME ANCHOR BOLT CAGE**

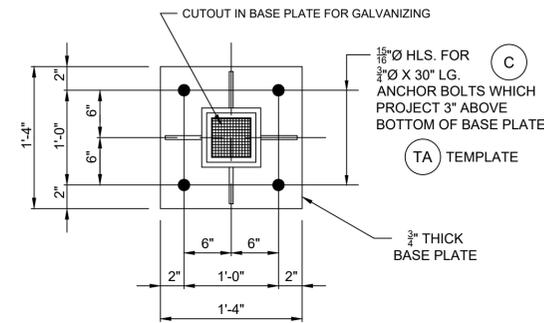


**FOUNDATION H9  
LIGHTNING MAST ANCHOR BOLT CAGE**

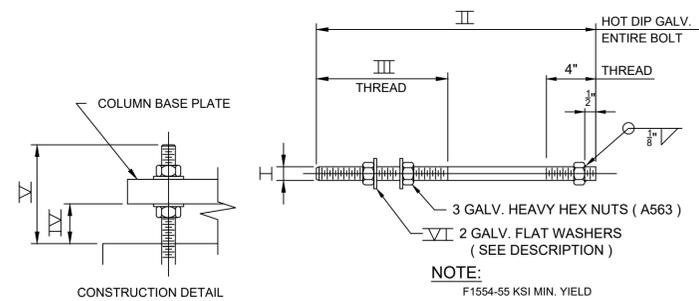
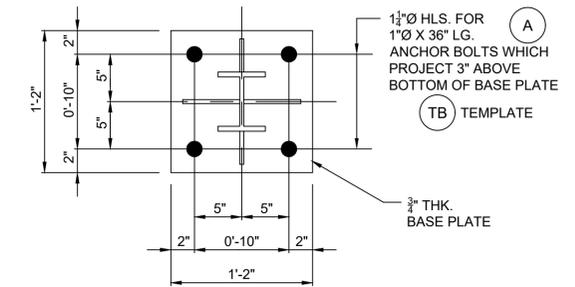


**FOUNDATION H5,H6,H7,L1,L2,L3,L4 - ANCHOR BOLT DETAILS**

**FOUNDATION H5,H6,H7 - DETAILS**



**FOUNDATION H5,H6,H7 - DETAILS**



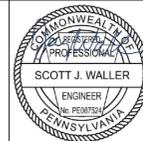
| MARK          | I      | II    | III | IV | V  | VI   | WASHER DESCRIPTION                         |
|---------------|--------|-------|-----|----|----|------|--|
| (C) AB0.75-30 | 3/4" Ø | 2'-6" | 6"  | 2" | 5" | F436 | 1 1/8" O.D. X 3/8" THK. WITH 1 1/8" Ø HOLE |
| (A) AB1-36    | 1" Ø   | 3'-0" | 6"  | 2" | 5" | F436 | 2" O.D. X 3/8" THK. WITH 1 1/8" Ø HOLE     |

TEMPLATE DETAIL "1TA"  
(15" X 1/2" X 1'-3" PLAIN STEEL)

TEMPLATE DETAIL "1TB"  
(13" X 1/2" X 1'-1" PLAIN STEEL)

DRAWING IS FOR BIDDING PURPOSES ONLY  
NOT BE USED FOR ASSEMBLY OR CONSTRUCTION

ANCHOR BOLT INFORMATION OBTAINED FROM  
DRAWING E220-18, SH.1, REV. 1 PRODUCED BY:  
TATMAN ASSOCIATES, INC.  
SOLON, OHIO  
PHONE: 800-521-2062



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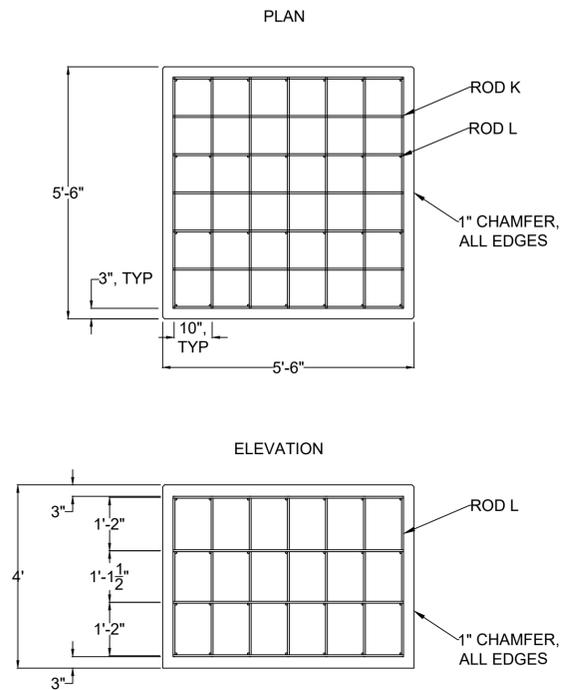
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CHECKED BY SJW  
DRAWN BY SJW

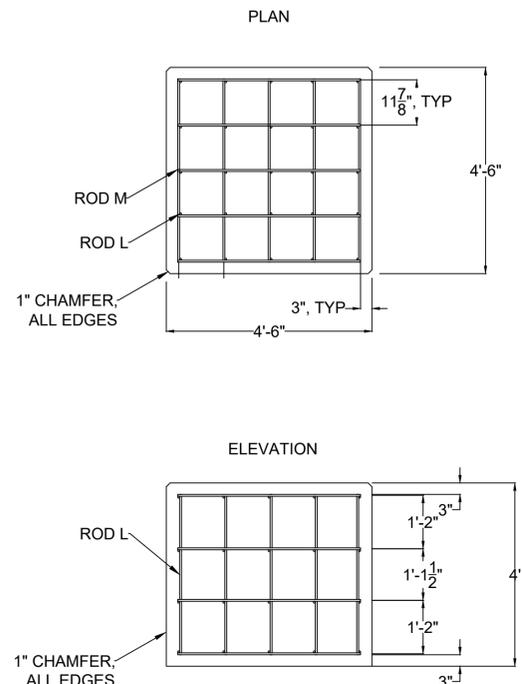
**BOROUGH OF CHAMBERSBURG**  
100 S. SECOND STREET  
CHAMBERSBURG, PENNSYLVANIA  
COMMERCE SOLAR SUBSTATION  
FOR INSTALLATION BID  
FOUNDATION ANCHOR BOLT  
DETAILS

DRAWING NUMBER  
2800-2006ABL

FOUNDATION B1 - HV BREAKER FOUNDATION

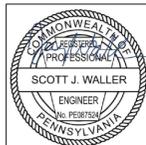


FOUNDATION B2 - LV BREAKER FOUNDATION



| MISC. SUBSTATION FOUNDATIONS |                |        |                   |  |            |              |
|------------------------------|----------------|--------|-------------------|--|------------|--------------|
| ROD                          | APPROX. LENGTH |        | QUANTITY REQUIRED | DESCRIPTION OF MATERIAL                    | BAR NUMBER | WEIGHT (LBS) |
|                              | FEET           | INCHES |                   |  |            |              |
| K                            | 5              | 0      | 56                | BILLET STEEL A615-82 GRADE 60 DEFORMED BAR | #4         | 188          |
| L                            | 3              | 6      | 53                | BILLET STEEL A615-82 GRADE 60 DEFORMED BAR | #4         | 125          |
| M                            | 4              | 0      | 40                | BILLET STEEL A615-82 GRADE 60 DEFORMED BAR | #4         | 108          |

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| NO. | DATE | REVISION | BY |
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| SCALE      | 1/2" = 1'-0" |
| DATE       | 07-13-20     |
| CHECKED BY | SJW          |
| DRAWN BY   | PEG          |

**BOROUGH OF CHAMBERSBURG**  
100 S. SECOND STREET  
CHAMBERSBURG, PENNSYLVANIA  
  
COMMERCE SOLAR SUBSTATION  
FOR INSTALLATION BID  
BREAKER FOUNDATION DETAILS

DRAWING NUMBER  
2800-2007BL

# Borough of Chambersburg

Chambersburg, PA

## Commerce Solar Substation

### Ductbank and Grounding FOR-BID-ONLY Drawing Set

Drawing No.

Description

2800-3401BL

Ground Grid

2800-3410BL

Conduit, Ductbank, and Trench Layout

2800-3411BL

Conduit, Ductbank, and Trench Elevations

2800-3412BL

Conduit, Ductbank, and Trench Details 1 & 2

2800-3413BL

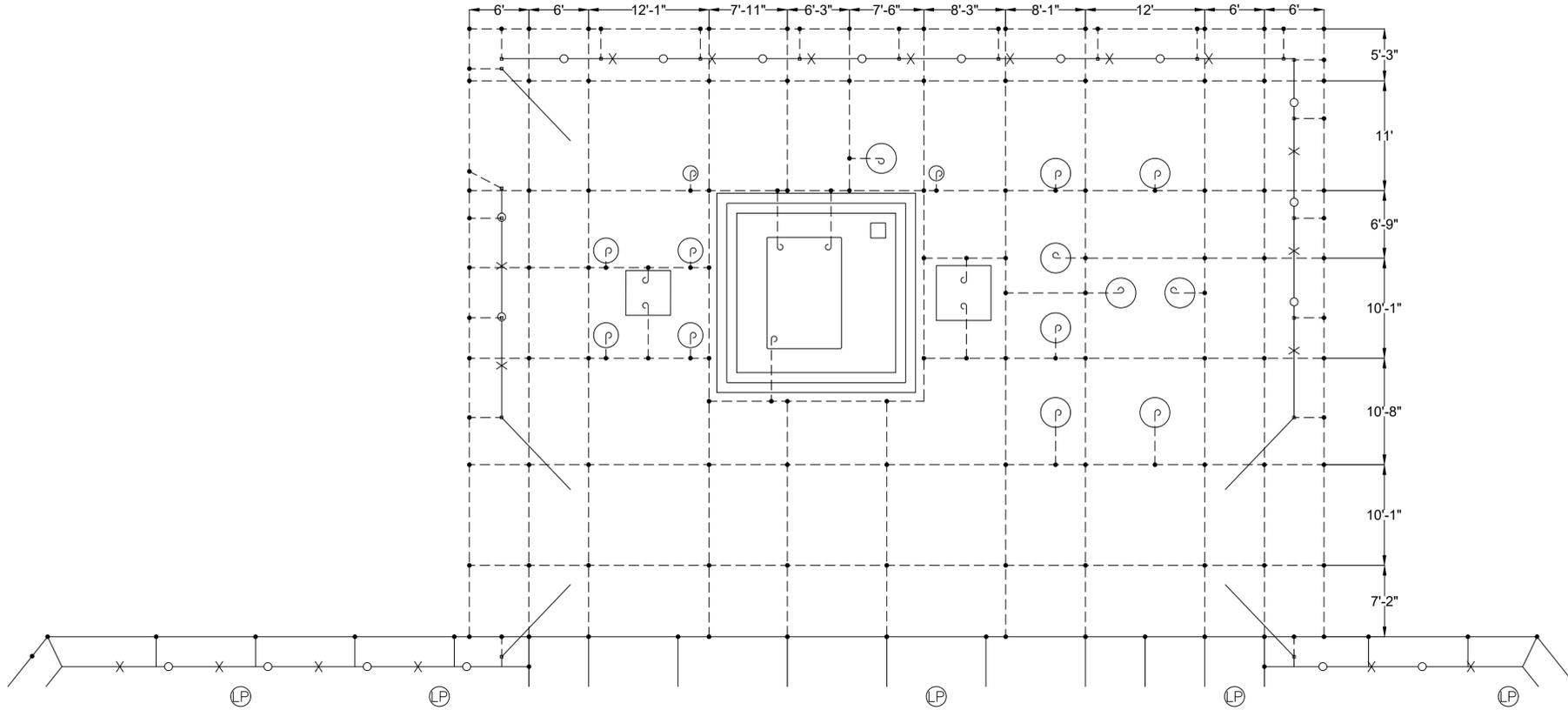
Conduit, Ductbank, and Trench Detail 3

2800-3414BL

Conduit, Ductbank, and Trench Details 4, 5, 6, & 7



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**LEGEND**

- EXISTING SUBSTATION GROUND GRID, FOUNDATIONS, ETC.
- 4/0 BARE, SOFT DRAWN, COPPER - 7 STRAND CABLE
- FENCE
- EXOTHERMIC CONNECTION
- PIER-TYPE FOUNDATION; CONTRACTOR TO PROVIDE GROUND TAIL 2' ABOVE TOP OF FOUNDATION
- BREAKER FOUNDATION; CONTRACTOR TO PROVIDE GROUND TAIL 6' ABOVE TOP OF FOUNDATION
- TRANSFORMER FOUNDATION; CONTRACTOR TO PROVIDE GROUND TAIL 20' ABOVE TOP WALL OF FOUNDATION
- FENCE GROUND CONNECTION; CONTRACTOR TO PROVIDE GROUND TAIL AS REQUIRED  
CONTRACTOR TO COORDINATE WITH FENCE CONTRACTOR TO VERIFY LOCATION AND LENGTH

**SITE WORK GENERAL NOTES:**

1. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL STANDARDS.
2. CONTRACTOR SHALL COORDINATE ALL WORK, VERIFY ALL EXISTING CONDITIONS AND CHECK ALL DIMENSIONS PRIOR TO CONSTRUCTION. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
3. ALL OMISSIONS OR CONFLICTS BETWEEN VARIOUS ELEMENTS OF THE REFERENCED DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH ANY FURTHER WORK.
4. CONTRACTOR SHALL MAINTAIN AND PROTECT EXISTING STRUCTURES, UTILITIES AND BE RESPONSIBLE TO REPAIR ANY DAMAGES INCURRED.
5. PRIOR TO THE START OF CONSTRUCTION, CONTRACTOR SHALL LOCATE EXISTING GRID AND TAKE EXTRA PRECAUTIONS NOT TO DAMAGE IT DURING CONSTRUCTION TO ENSURE SAFETY OF THE PERSONNEL AND OPERATION OF THE SUBSTATION.
6. CONTRACTOR SHALL REVIEW ALL REFERENCE DRAWINGS FOR LOCATION OF EXISTING UNDERGROUND UTILITIES AND/OR ELECTRICAL CONDUITS.
7. ONLY SOILS SPECIFIED BY ENGINEER SHALL BE USED AS FILL SOILS.
8. ALL BACKFILLING AND COMPACTION SHALL BE PERFORMED IN MAXIMUM 4" LIFTS.
9. YARD STONE TO BE ASTM C33 No. 57 CRUSHED STONE AT A DEPTH OF 8" ±1".
10. WHILE AN EROSION AND SEDIMENT CONTROL PLAN IS NOT REQUIRED, CONTRACTOR SHALL UTILIZE GOOD JUDGEMENT IN THE APPLICATION OF APPROPRIATE EROSION AND SEDIMENT CONTROL BMPs.

**CONSTRUCTION SCOPE OF WORK:**

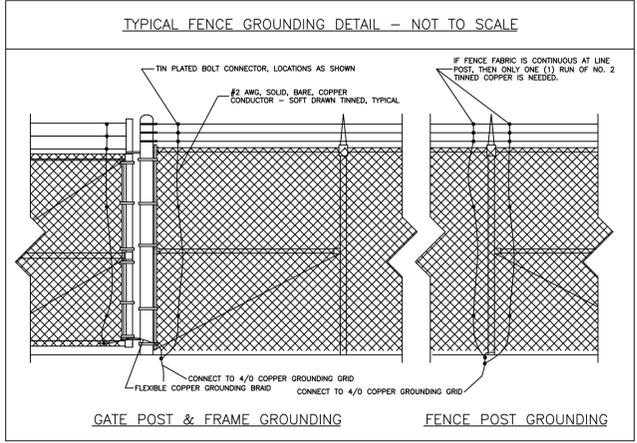
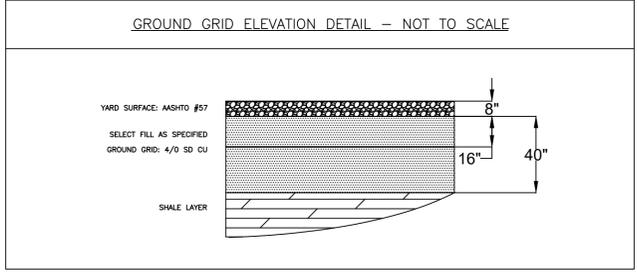
CONTRACTOR SHALL INSTALL GROUND GRID AS SHOWN ON DRAWING.  
CONTRACTOR SHALL INSTALL FENCE GROUNDING AS SHOWN ON DRAWING DETAIL.

**GROUND GRID GENERAL NOTES:**

1. CONTRACTOR SHALL UTILIZE BARE 4/0 SOFT-DRAWN 7 STRAND COPPER GROUND WIRE FOR ALL GROUND GRID CONDUCTORS.
2. CONTRACTOR SHALL INSTALL GROUND GRID AT LEAST 24" BELOW FINISHED GRADE AT LOCATIONS IDENTIFIED ON DRAWING.
3. GROUND "TAILS" SHALL BE INSTALLED AS INDICATED ON THE DRAWING; A MINIMUM OF LENGTH OF CONDUCTOR SHALL BE LEFT COILED AT FOUNDATION LOCATIONS AS SHOWN ON DRAWING AND AS INDICATED IN THE DRAWING LEGEND.
4. ALL GROUND CONNECTIONS SHALL BE MADE WHERE INDICATED ON DRAWING USING EXOTHERMIC WELDING PROCESS ONLY. CONTRACTOR SHALL UTILIZE PROCESS AS DESCRIBED IN 'INVENT CADWELD NOTES' EXCERPT SHOWN ON THIS DRAWING.
6. CONTRACTOR SHALL VERIFY RESISTANCE OF NEW GROUNDING SYSTEM IS LESS THAN 5 OHMS AT A MINIMUM OF EACH CORNER OF THE NEW SUBSTATION ADDITION.

**nVENT CADWELD INSTALLATION NOTES:**

1. PREPARATION OF CABLE
  - A. CONDUCTORS SHOULD BE CLEAN, SHINY AND DRY TO HELP ENSURE A GOOD WELD.
  - B. CORROSION MUST BE CLEANED FROM CONDUCTORS WITH A CARD CLOTH BRUSH OR A CABLE CLEANING BRUSH. KEEP TOOLS CLEAN TO AVOID CONTAMINATION.
  - C. OIL AND/OR GREASE SHOULD BE REMOVED FROM CONDUCTORS.
  - D. WET CONDUCTORS MUST BE DRIED WITH A TORCH HEAD OR OTHER SUITABLE MEANS.
  - E. BENT CONDUCTORS (OR CONDUCTORS WHICH HAVE BEEN "BIRD-CAGED") CAN PREVENT THE MOLD FROM CLOSING TIGHTLY, WHICH CAN CAUSE LEAKS.
2. PREPARATION OF GROUND RODS
  - A. GROUND ROD ENDS THAT HAVE BEEN MUSHROOMED BY DRIVING MUST BE CUT OFF AS THEY WILL HOLD THE MOLD OPEN AND CAUSE LEAKAGE DURING THE WELDING PROCEDURE.
  - B. GROUND ROD MUST BE CLEAN, SHINY AND DRY TO HELP ENSURE A GOOD WELD. CORROSION MUST BE REMOVED AS IT MAY CAUSE POROSITY IN THE WELD.
3. PERFORM WELDING
  - A. VERIFY THE FOLLOWING
    1. MOLD IS CORRECT FOR THE CONDUCTOR SIZE AND APPLICATION. DO NOT MODIFY MOLDS.
    2. WELDING MATERIAL INDICATED ON MOLD TAG IS AVAILABLE.
    3. HANDLE CLAMP AND/OR FRAME IS ATTACHED TO THE MOLD AND PROPERLY ADJUSTED.
    4. IGNITOR UNIT IS IN WORKING ORDER.
    5. MAKE SURE MOLD IS CLEAN AND DRY AND IS IN GOOD CONDITION.
  - B. DRY THE MOLD BY HEATING WITH TORCH TO ABOUT 250° F (120° C).
  - C. POSITION MOLD ON CONDUCTOR AND/OR AGAINST SURFACE FOLLOWING APPROPRIATE INSTRUCTION SHEET PROVIDED WITH MOLD.
  - D. CLOSE MOLD. LOCK TIGHTLY WITH HANDLE CLAMPS / FRAME TOGGLES.
  - E. IGNITING WELDING MATERIAL. ALLOW APPROXIMATELY 30 SECONDS FOR COMPLETION OF THE REACTION AND SOLIDIFICATION OF WELD METAL.
  - F. OPEN AND REMOVE THE MOLD. USE CARE TO PREVENT CHIPPING THE MOLD AND CLEAN AS REQUIRED.



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Process & Engineering Consultants

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SCALE 1/8" = 1'0"  
DATE 08-10-20  
CHECKED BY SJW  
DRAWN BY PEG

**BOROUGH OF CHAMBERSBURG**  
100 S. SECOND STREET  
CHAMBERSBURG, PENNSYLVANIA  
**COMMERCE SOLAR SUBSTATION**  
FOR INSTALLATION BID  
GROUND GRID GENERAL NOTES,  
PLAN LAYOUT AND DETAILS

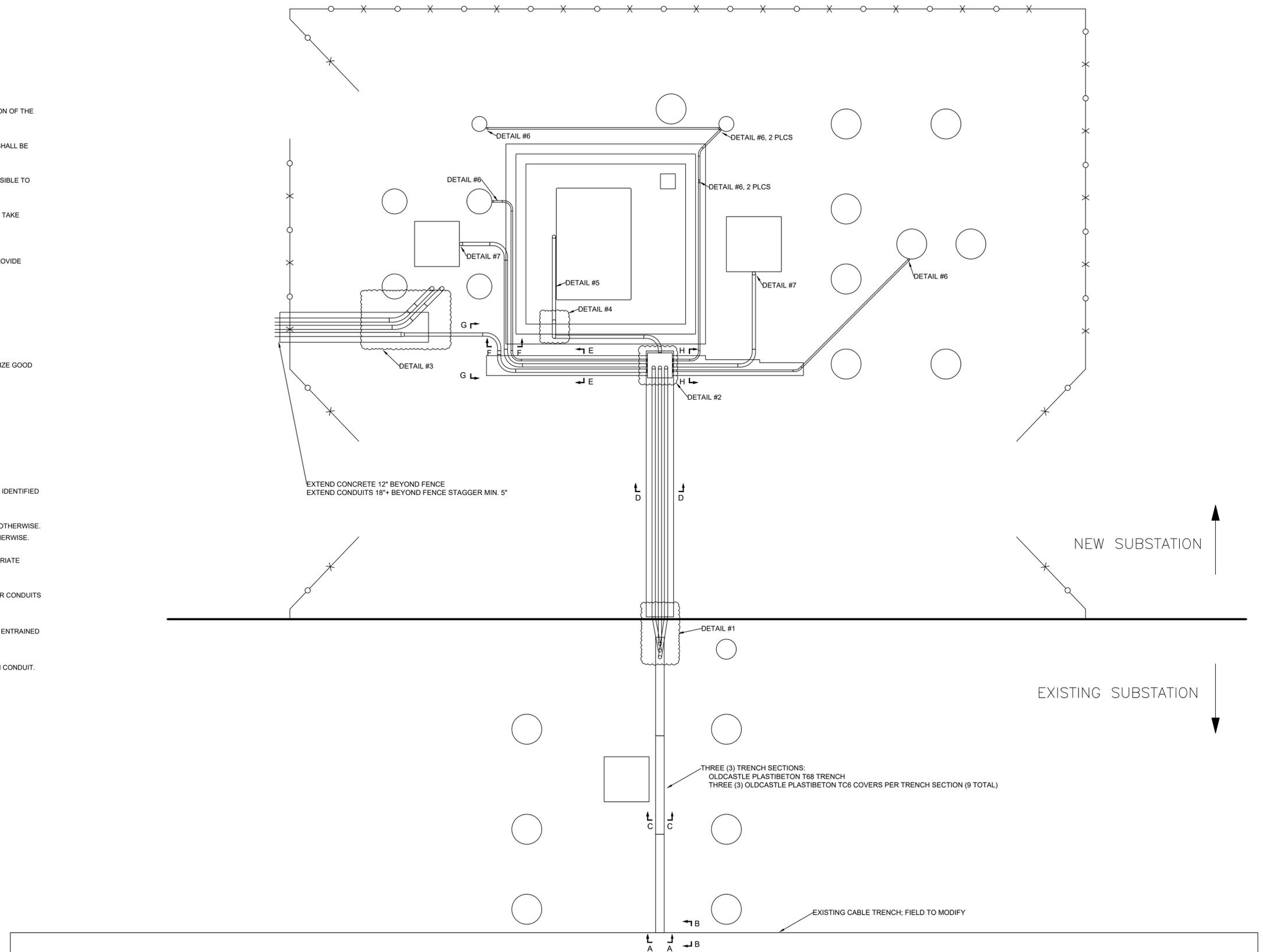
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**2800-3401BL**

**SITE WORK GENERAL NOTES:**

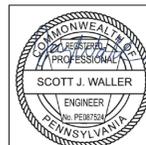
1. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL STANDARDS.
2. CONTRACTOR SHALL COORDINATE ALL WORK, VERIFY ALL EXISTING CONDITIONS AND CHECK ALL DIMENSIONS PRIOR TO CONSTRUCTION. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
3. ALL OMISSIONS OR CONFLICTS BETWEEN VARIOUS ELEMENTS OF THE REFERENCED DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH ANY FURTHER WORK.
4. CONTRACTOR SHALL MAINTAIN AND PROTECT EXISTING STRUCTURES, UTILITIES AND BE RESPONSIBLE TO REPAIR ANY DAMAGES INCURRED.
5. PRIOR TO THE START OF CONSTRUCTION, CONTRACTOR SHALL LOCATE EXISTING CONDUITS AND TAKE EXTRA PRECAUTIONS NOT TO DAMAGE THEM DURING CONSTRUCTION TO ENSURE SAFETY OF THE PERSONNEL AND OPERATION OF THE SUBSTATION.
6. IT SHALL BE THE CONTRACTORS RESPONSIBILITY WHEN EXCAVATING FOR NEW DUCTBANK TO PROVIDE PROPER SHORING AS REQUIRED.
7. ONLY SOILS SPECIFIED BY ENGINEER SHALL BE USED AS FILL SOILS.
8. ALL BACKFILLING AND COMPACTION SHALL BE PERFORMED IN MAXIMUM 4" LIFTS.
9. YARD STONE TO BE ASTM C33 No. 57 CRUSHED STONE AT A DEPTH OF 8" +2/-0".
10. WHILE AN EROSION AND SEDIMENT CONTROL PLAN IS NOT REQUIRED, CONTRACTOR SHALL UTILIZE GOOD JUDGEMENT IN THE APPLICATION OF APPROPRIATE EROSION AND SEDIMENT CONTROL BMPs.

**CONSTRUCTION GENERAL NOTES:**

1. CONTRACTOR SHALL UTILIZE SCHEDULE 40 PVC ELECTRICAL CONDUIT IN ALL LOCATIONS UNLESS IDENTIFIED OTHERWISE.
2. CONTRACTOR SHALL UTILIZE STANDARD RADIUS ELBOWS FOR ALL CONDUIT UNLESS IDENTIFIED OTHERWISE. CONDUIT BODIES ARE NOT PERMITTED FOR CONDUIT DIRECTION CHANGES UNLESS IDENTIFIED OTHERWISE.
3. CONTRACTOR SHALL STAGGER CONDUIT JOINTS WITHIN THE DUCTBANK AND SHALL USE APPROPRIATE ADHESIVE TO GLUE ALL PVC JOINTS.
4. CONTRACTOR SHALL UTILIZE SUITABLE SEPARATORS BETWEEN CONDUITS AND HOLD-DOWNS FOR CONDUITS WITHIN THE DUCTBANK.
5. CONTRACTOR SHALL PROVIDE 3500PSI, PEA GRAVEL (3/4" MAX) AGGREGATE, 6" SLUMP, 7% ± 1% AIR ENTRAINED CONCRETE, ON TOP, BOTTOM, AND SIDES OF DUCTBANK.
6. CONTRACTOR SHALL SWAB ALL CONDUITS AND INSTALL MINIMUM 1/4" NYLON PULL STRING IN EACH CONDUIT.



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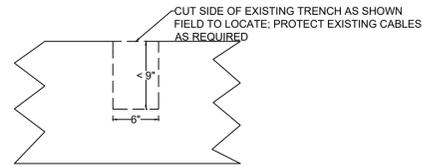
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| NO. | DATE | REVISION | BY | SCALE         |
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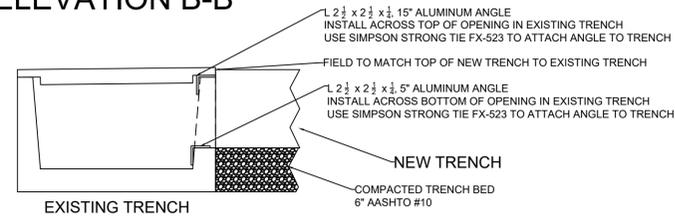
**BOROUGH OF CHAMBERSBURG**  
 100 S. SECOND STREET  
 CHAMBERSBURG, PENNSYLVANIA  
**COMMERCE SOLAR SUBSTATION**  
 FOR INSTALLATION BID  
 CONDUIT, DUCTBANK, & TRENCH  
 LAYOUT

DRAWING NUMBER  
 2800-3410BL

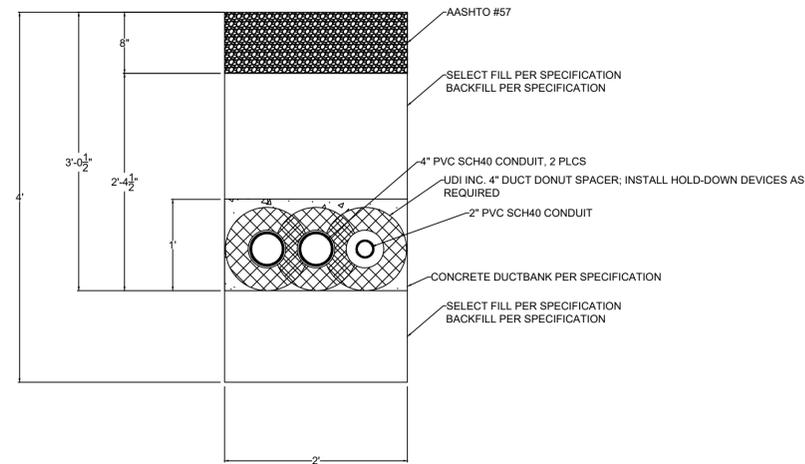
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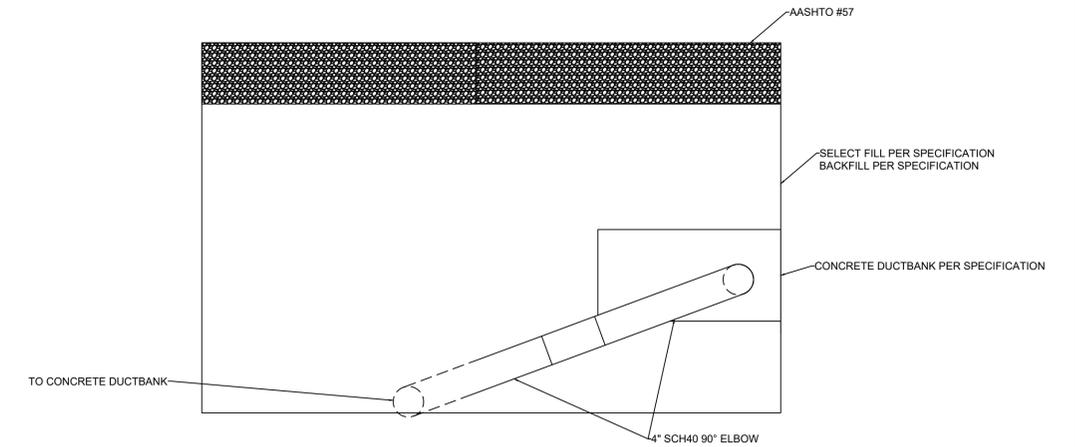
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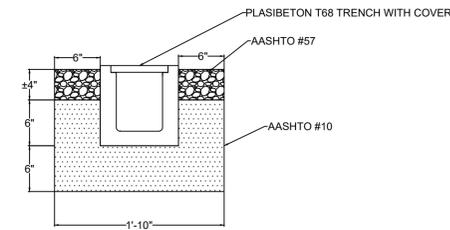
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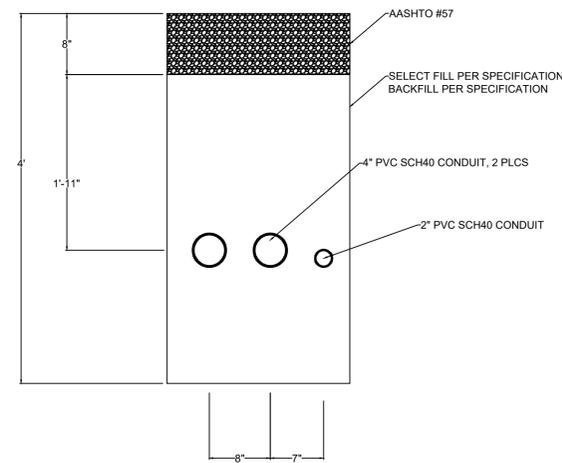
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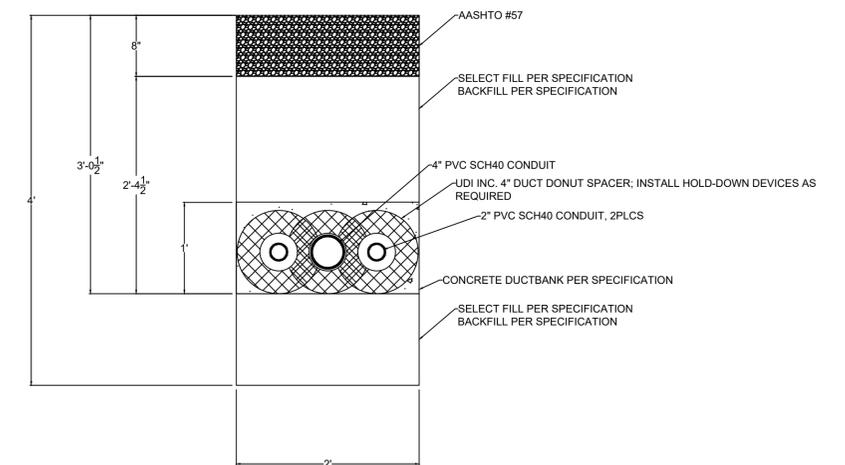
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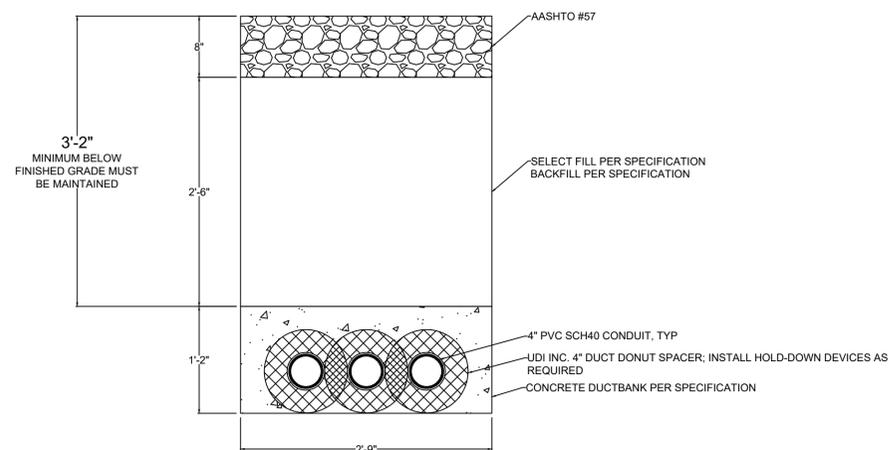
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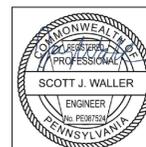
### ELEVATION H-H



### ELEVATION D-D



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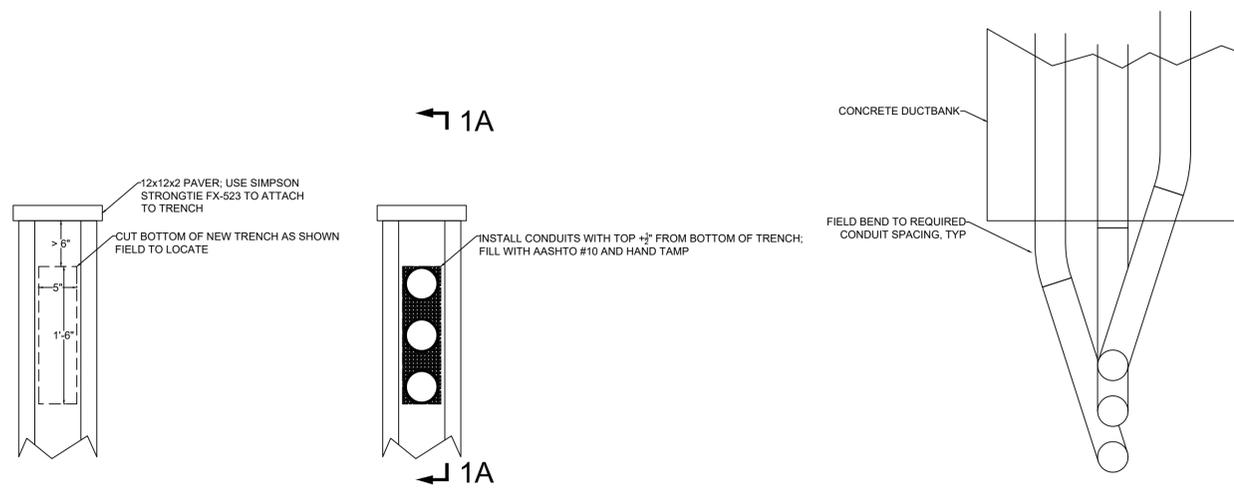
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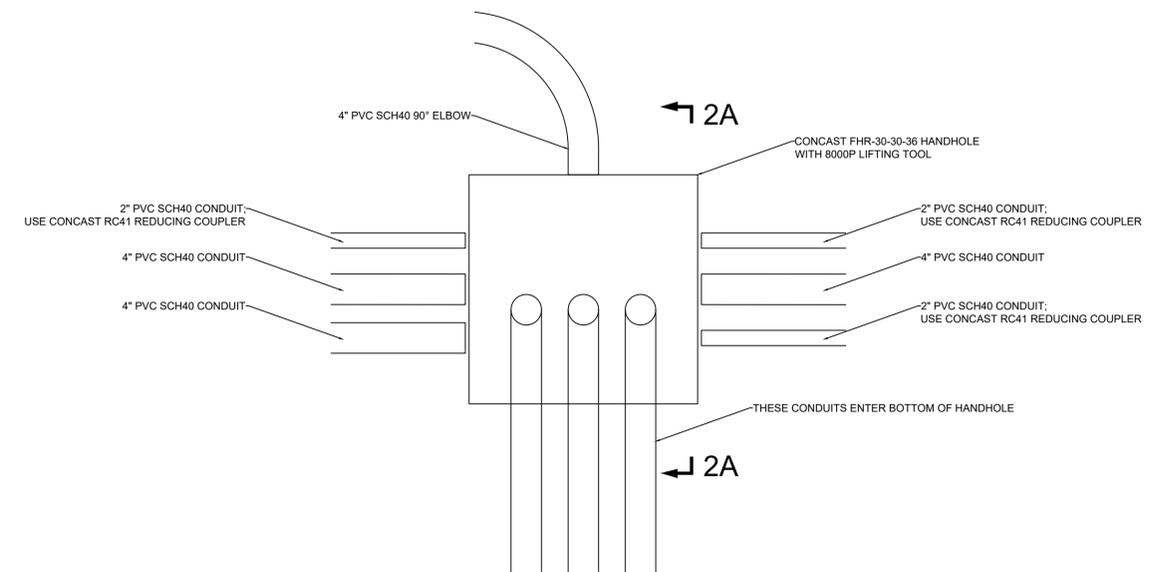
**BOROUGH OF CHAMBERSBURG**  
100 S. SECOND STREET  
CHAMBERSBURG, PENNSYLVANIA  
**COMMERCE SOLAR SUBSTATION  
FOR INSTALLATION BID  
CONDUIT, DUCTBANK, & TRENCH  
ELEVATIONS**

DRAWING NUMBER  
**2800-3411BL**

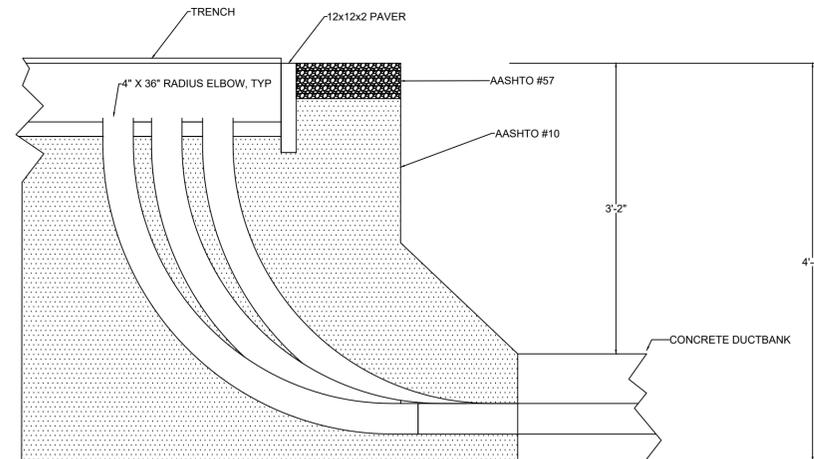
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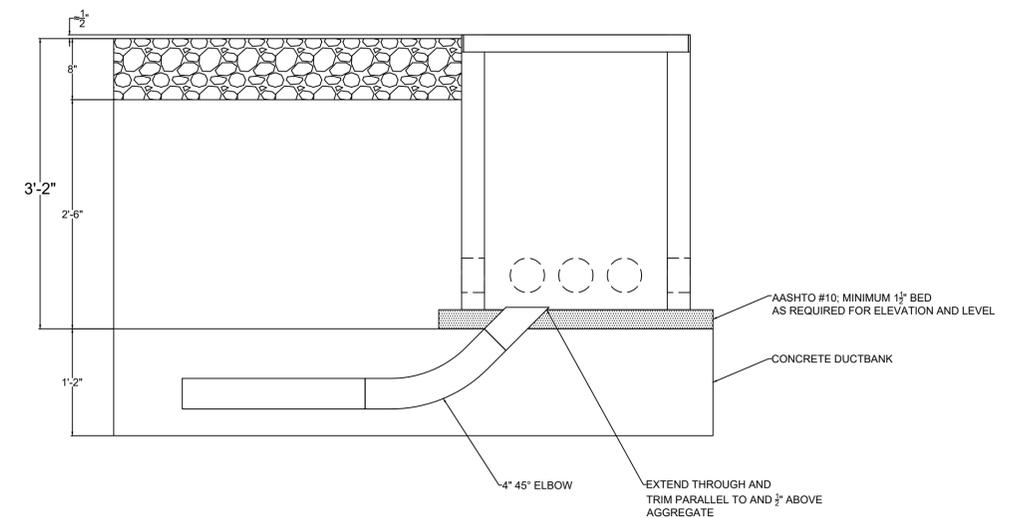
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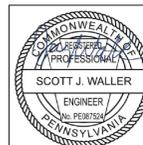
ELEVATION 1A-1A



ELEVATION 2A



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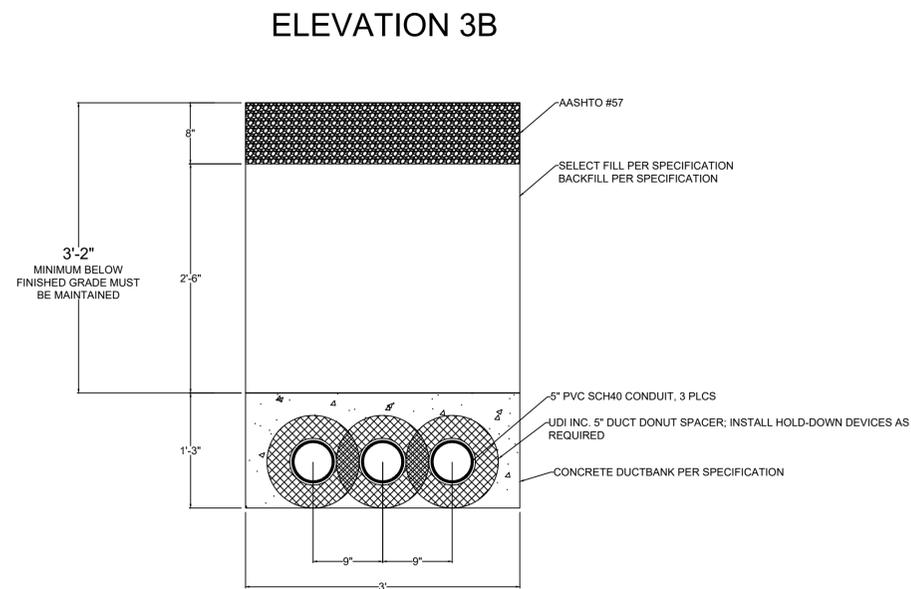
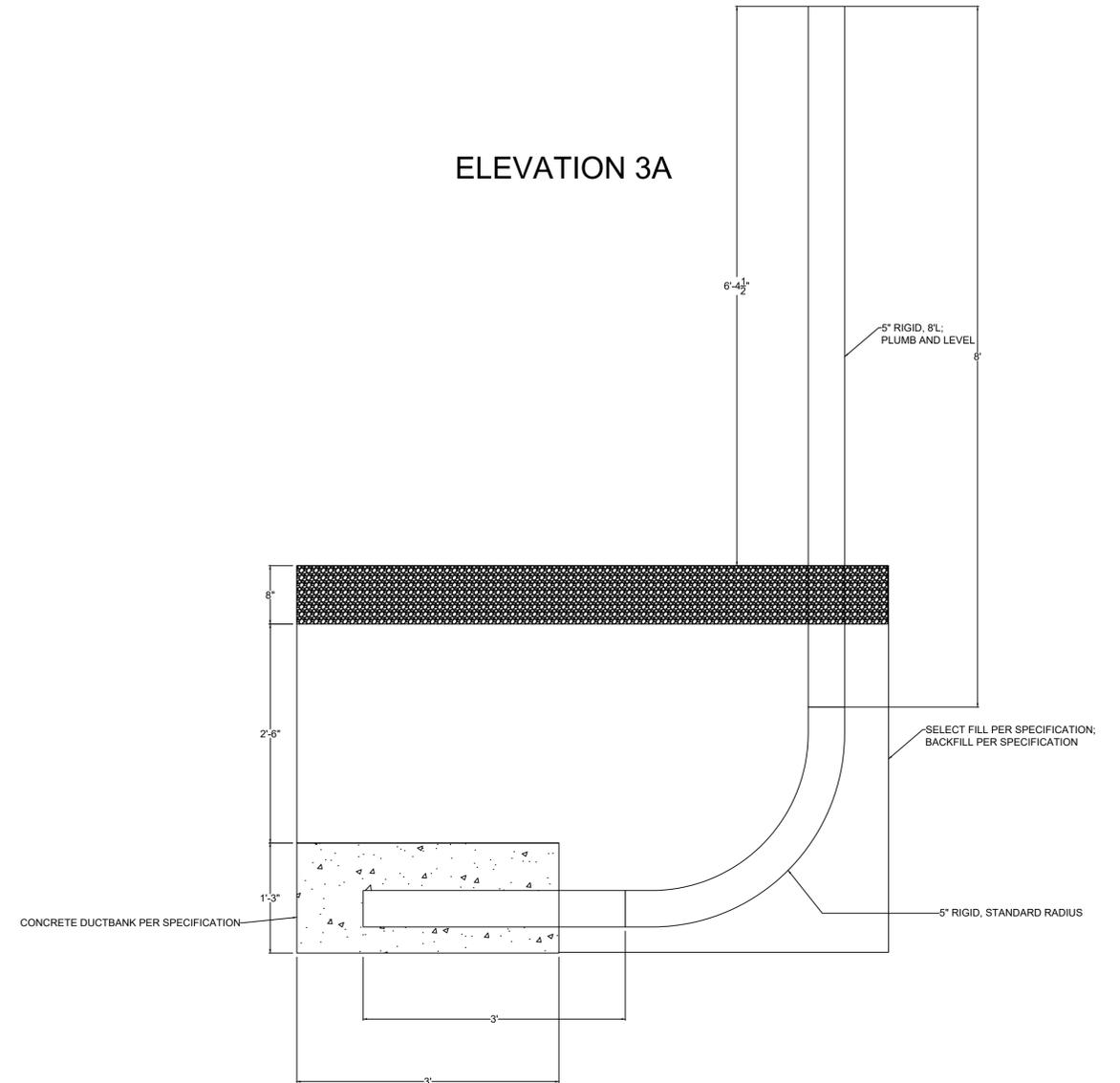
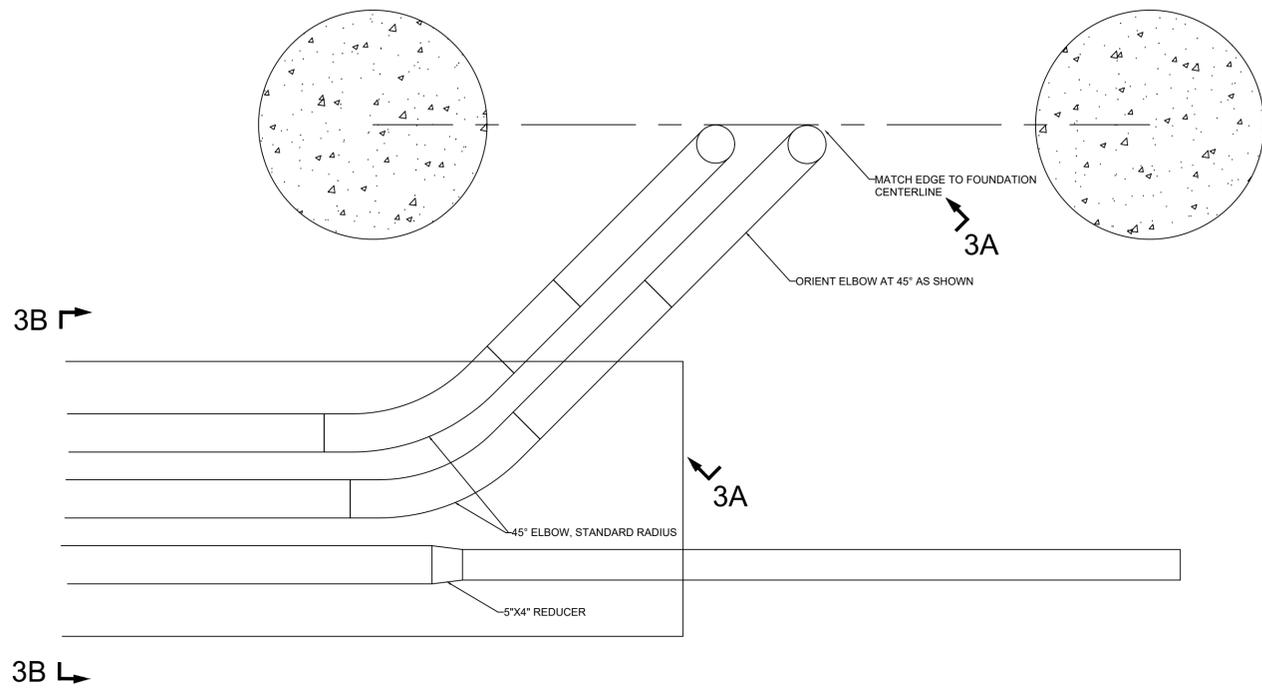
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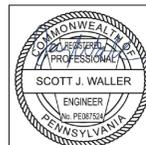
**BOROUGH OF CHAMBERSBURG**  
100 S. SECOND STREET  
CHAMBERSBURG, PENNSYLVANIA  
COMMERCE SOLAR SUBSTATION  
FOR INSTALLATION BID  
CONDUIT, DUCTBANK, & TRENCH  
DETAIL NO. 1 & DETAIL NO. 2

DRAWING NUMBER  
2800-3412BL

# DETAIL NO. 3



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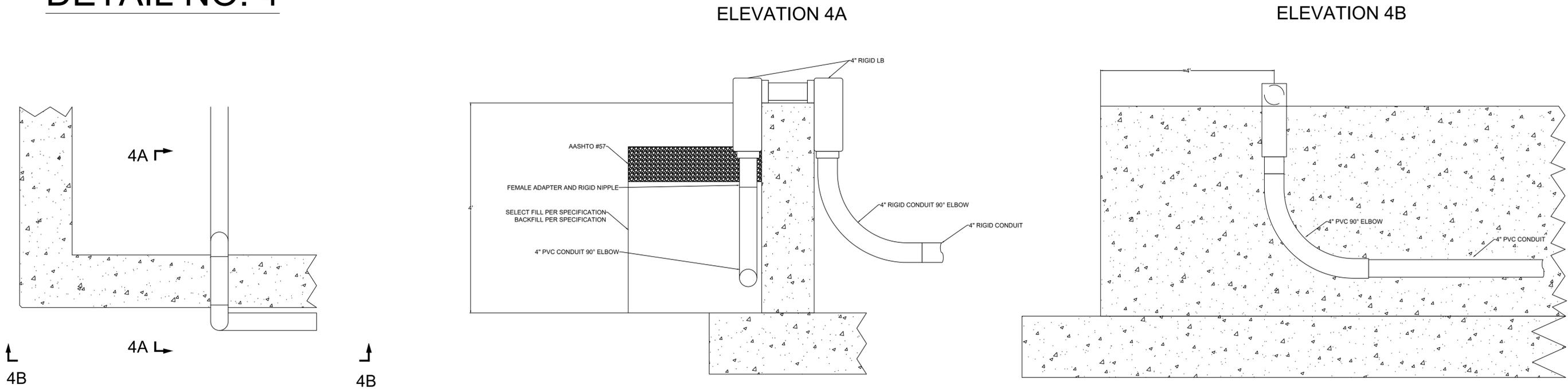
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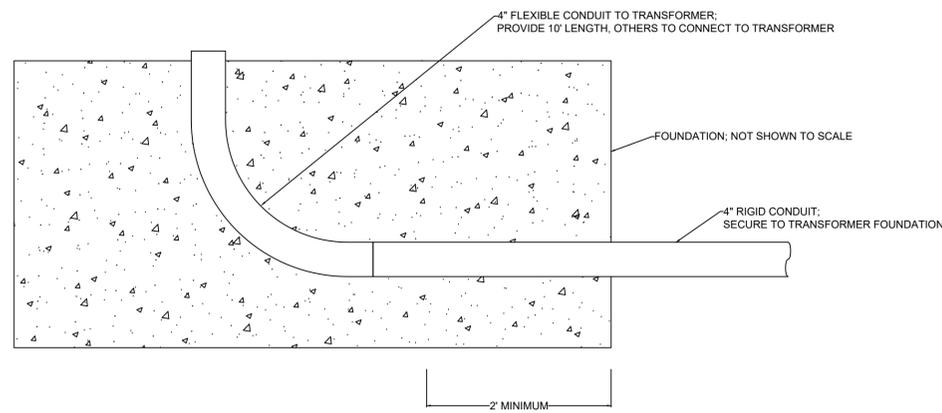
**BOROUGH OF CHAMBERSBURG**  
100 S. SECOND STREET  
CHAMBERSBURG, PENNSYLVANIA  
COMMERCE SOLAR SUBSTATION  
FOR INSTALLATION BID  
CONDUIT, DUCTBANK, & TRENCH  
DETAIL NO. 3

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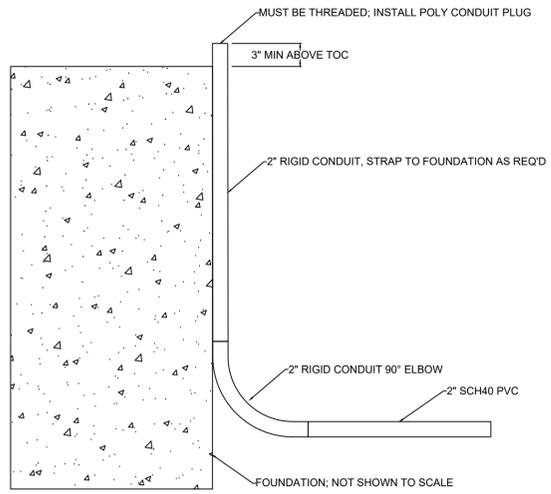
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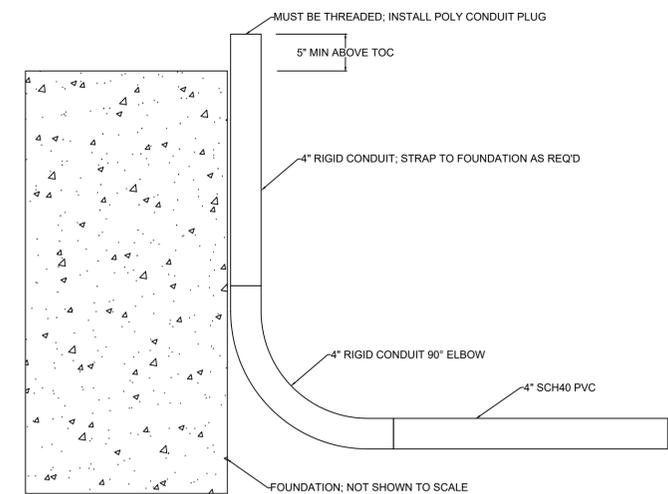
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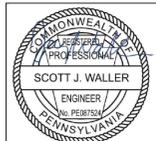
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**BOROUGH OF CHAMBERSBURG**  
 100 S. SECOND STREET  
 CHAMBERSBURG, PENNSYLVANIA  
 COMMERCE SOLAR SUBSTATION  
 FOR INSTALLATION BID  
 CONDUIT, DUCTBANK, & TRENCH  
 DETAIL NOS. 4, 5, 6, & 7

DRAWING NUMBER  
 2800-3414BL

# Commerce Solar Substation

## Structure and Structural Element Installation BID-Only Drawing Set

### Drawing No.

### Description

2800-3201BL

PLAN VIEW FOR INSTALLATION BID

2800-3202BL

ELEVATION A-A FOR INSTALLATION BID

2800-3203BL

ELEVATION B-B & ELEVATION C-C FOR INSTALLATION BID

2800-3204BL

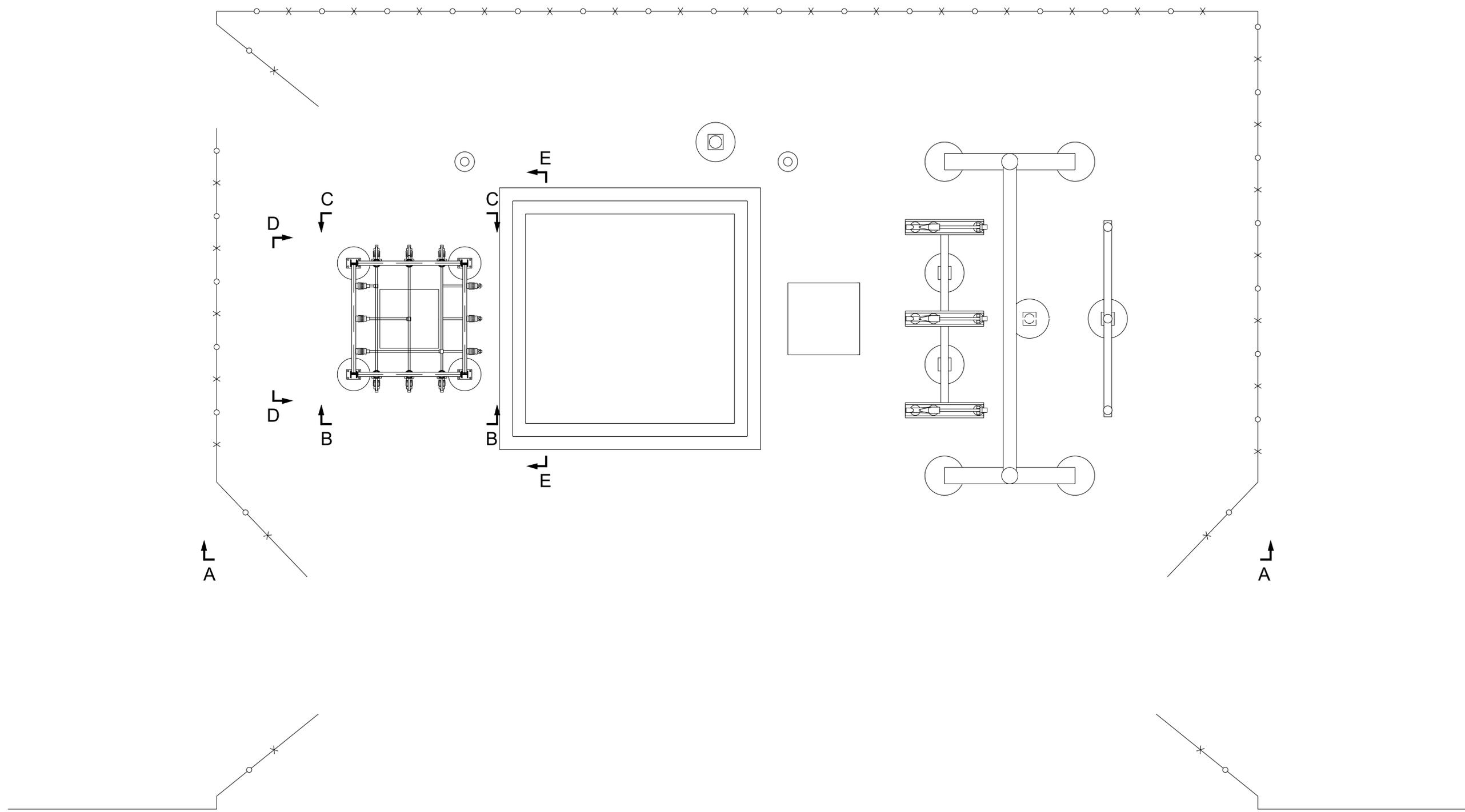
ELEVATION D-D & ELEVATION E-E FOR INSTALLATION BID

2800-3205BL

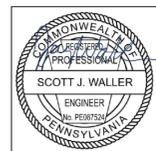
LV STRUCTURE GENERAL LAYOUT FOR INSTALLATION BID



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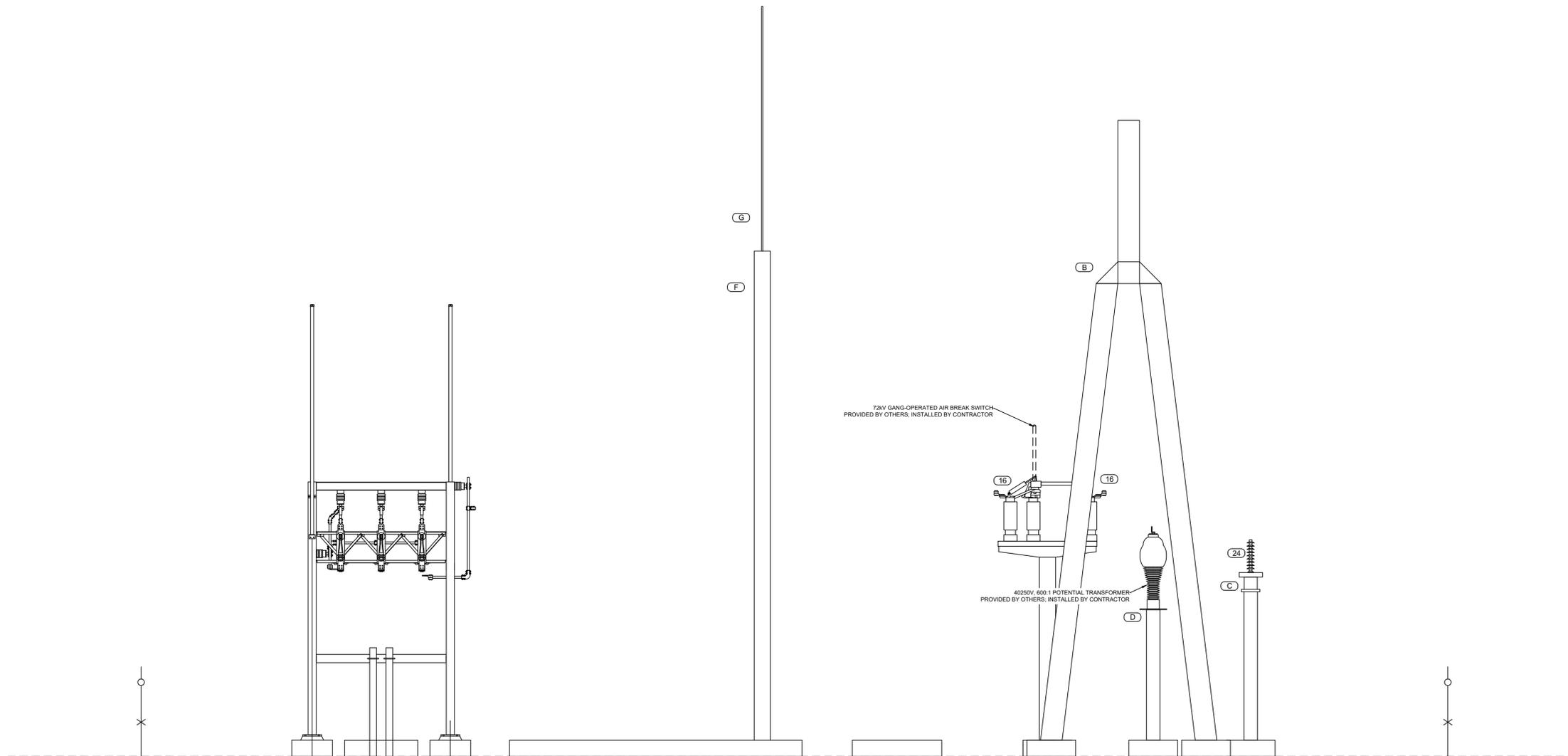
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SCALE  
 1/4" = 1'0"  
 DATE 09-10-20  
 CHECKED BY SJW  
 DRAWN BY PEG

**BOROUGH OF CHAMBERSBURG**  
 100 S. SECOND STREET  
 CHAMBERSBURG, PENNSYLVANIA  
 COMMERCE SOLAR SUBSTATION  
 FOR INSTALLATION BID  
 PLAN VIEW

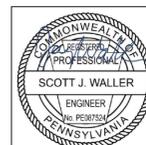
DRAWING NUMBER  
 2800-3201BL



ELEVATION A-A

| MATERIALS PROVIDED BY OTHERS, INSTALLED BY CONTRACTOR |   |
|---|---|
| ITEM NO.  | DESCRIPTION   |
| A   | 15KV BAY STRUCTURE  |
| B   | 69 KV SINGLE BAY A-FRAME DEAD END STRUCTURE<br>24' wide x 38' tall x 10' spread   |
| C   | 69 KV THREE PHASE LIGHTNING ARRESTOR STAND<br>Single post stand, 30' height, 7' arrester spacing                                      |
| D   | 69 KV SINGLE-PHASE PT SUPPORT STAND   |
| E   | 69 KV THREE-PHASE GANG OPERATED SWITCH STAND<br>Two post stand, 12' height, 7' phase spacing  |
| F   | 30FT LIGHTNING MAST   |
| G   | 12FT LIGHTNING MAST EXTENSION   |
| 2   | END CAP FOR BUS TUBE<br>1 1/2" IPS x Sch 40 Drive-on Cap  |
| 3   | STATION POST INSULATOR<br>15KV, 110KV BILL<br>Standard strength, 3" B. C.<br>Gray glaze porcelain                                     |
| 4   | BUS SUPPORT CLAMP<br>1 1/2" IPS x Sch 40<br>Aluminum bus pipe to 3" B.C.<br>Rigid, bolted clamp type<br>Aluminum                      |
| 5   | ALUMINUM TUBE BUS<br>1 1/2" IPS x Sch 40<br>Aluminum bus pipe<br>Alloy 6063-T6  |
| 6   | TEE CONNECTOR<br>1 1/2" IPS x Sch 40 Aluminum bus pipe<br>To 1 1/2" IPS x Sch 40 Aluminum bus pipe tap<br>Bolted clamp type, Aluminum |
| 7   | BUS COUPLER-90 DEGREE<br>Aluminum body and hardware<br>For 1 1/2" to 1 1/2" Aluminum pipe, 90 degree angled<br>Bolted clamp type      |
| 8   | BUS COUPLER-45 DEGREE<br>Aluminum body and hardware<br>For 1 1/2" to 1 1/2" Aluminum pipe, 45 degree angled<br>Bolted clamp type      |
| 9   | TERMINAL CONNECTOR<br>1 1/2" IPS x Sch 40 Aluminum bus pipe<br>To NEMA 2 hole pad<br>Bolted clamp type, Aluminum                      |
| 10  | TERMINAL CONNECTOR<br>1 1/2" IPS x Sch 40 Aluminum bus pipe<br>To NEMA 4 hole flat- 90 Degree Offset<br>Bolted clamp type, Aluminum   |
| 11  | TERMINAL CONNECTOR<br>1 1/2" IPS x Sch 40 Aluminum bus pipe<br>To NEMA 4 hole flat<br>Bolted clamp type, Aluminum                     |
| 12  | TERMINAL CONNECTOR<br>NEMA 4 hole<br>To (3) 250 kcmil AAC cable tap<br>Bolted clamp type, Aluminum                                    |
| 13  | TERMINAL CONNECTOR<br>NEMA 2 hole connector<br>Mechanical screw, Aluminum   |
| 16  | TERMINAL CONNECTOR<br>NEMA 2 hole<br>To 556 kcmil AAC cable<br>Bolted clamp type, Aluminum  |
| 19  | ALUMINUM WIRE<br>4/0 AAC, Bare<br>7 strand, Code Name: Oxlip<br>For vibration dampening in horiz. bus and for misc. connections       |
| 22  | SURGE ARRESTORS<br>Rated 10KV duty, 8.4KV MCOV  |
| 23  | LINE POTENTIAL TRANSFORMERS<br>15KV, 110KV BILL<br>60:1 ratio   |
| 24  | SURGE ARRESTORS<br>Rated 54KV duty, 42KV MCOV   |
| 25  | GROUND CONNECTOR<br>Bronze, two-piece, (1) cable to flat clamp<br>With single (1) 1/2" dia. Bolt, Lockwasher and Heavy nut            |
| 26  | GROUND CONNECTOR<br>Bronze, two-piece, (2) cables to flat clamp   |

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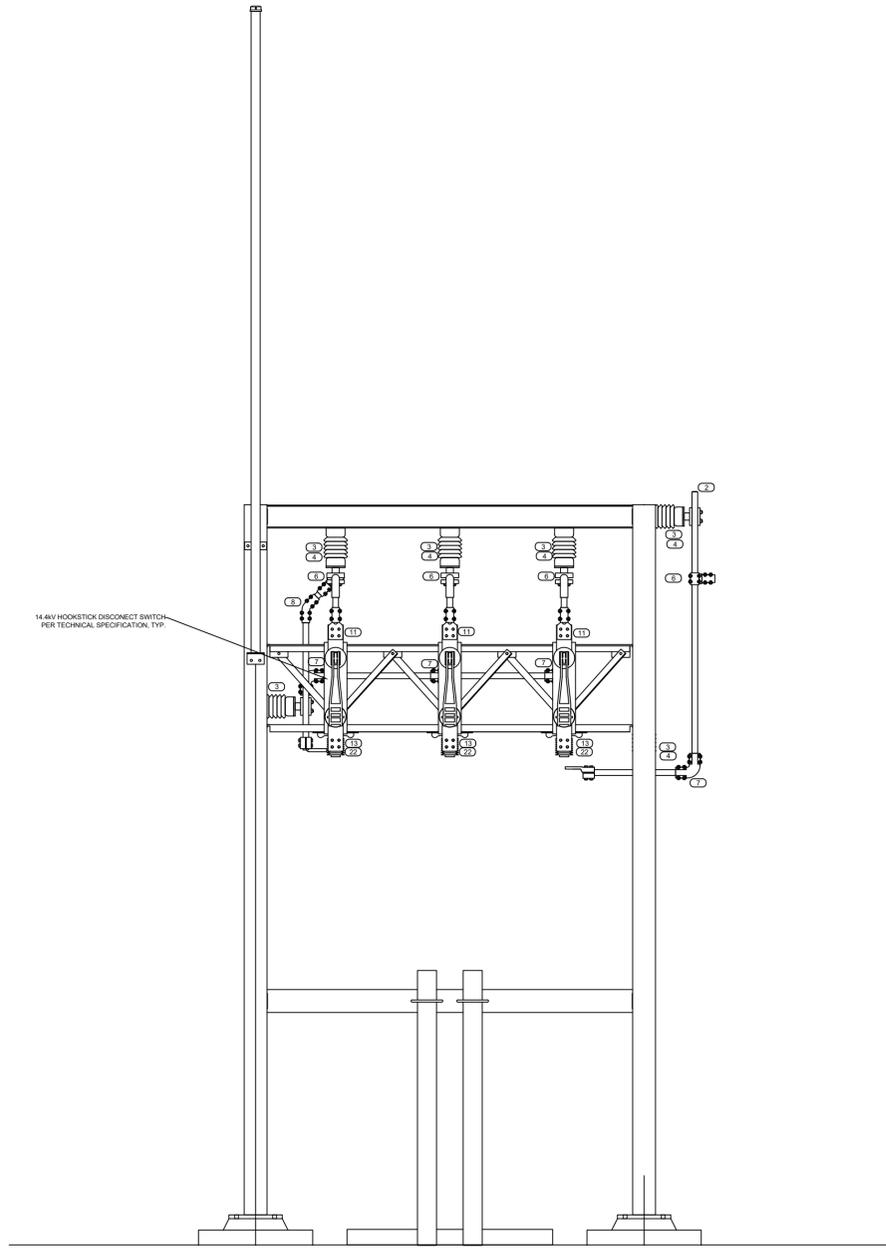
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Process & Engineering Consultants

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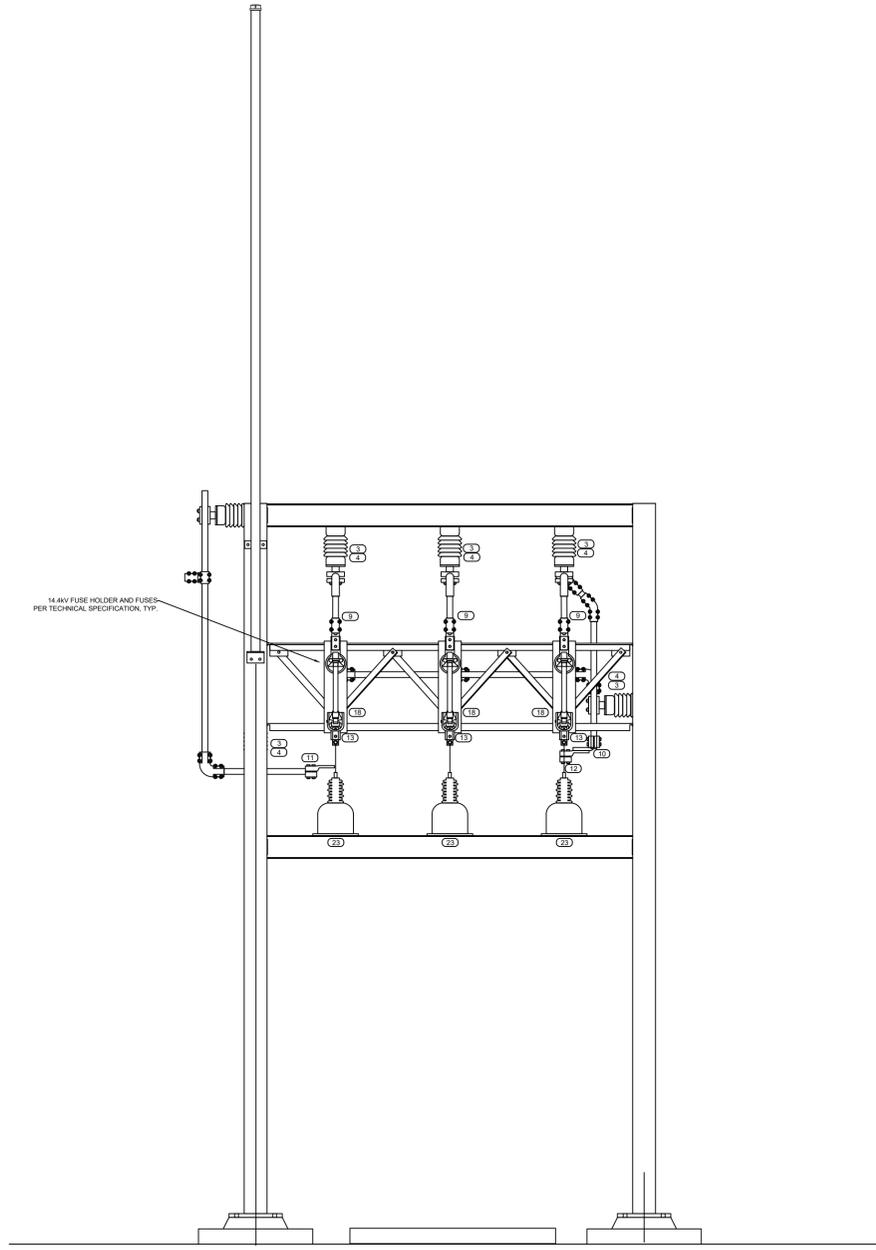
DATE 09-10-20  
CHECKED BY SJW  
DRAWN BY PEG

**BOROUGH OF CHAMBERSBURG**  
100 S. SECOND STREET  
CHAMBERSBURG, PENNSYLVANIA  
**COMMERCE SOLAR SUBSTATION  
FOR INSTALLATION BID  
ELEVATION A-A**

DRAWING NUMBER  
**2800-3202BL**



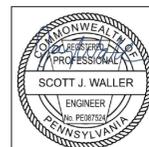
ELEVATION B-B



ELEVATION C-C

| MATERIALS PROVIDED BY OTHERS, INSTALLED BY CONTRACTOR |   |
|---|---|
| ITEM NO.  | DESCRIPTION   |
| A   | 15KV BAY STRUCTURE  |
| B   | 69 KV SINGLE BAY A-FRAME DEAD END STRUCTURE<br>24' wide x 38' tall x 10' spread   |
| C   | 69 KV THREE-PHASE LIGHTNING ARRESTOR STAND<br>Single post stand, 10' height, 7' arrester spacing                                      |
| D   | 69 KV SINGLE-PHASE PT SUPPORT STAND   |
| E   | 69 KV THREE-PHASE GANG OPERATED SWITCH STAND<br>Two post stand, ~12' height, 7' phase spacing   |
| F   | 30FT LIGHTNING MAST   |
| G   | 12FT LIGHTNING MAST EXTENSION   |
| 2   | END CAP FOR BUS TUBE<br>1 1/2" IPS x Sch 40 Drive-on Cap  |
| 3   | STATION POST INSULATOR<br>15kV, 110kV BR<br>Standard strength, 3" B. C.<br>Gray glaze porcelain                                       |
| 4   | BUS SUPPORT CLAMP<br>1 1/2" IPS x Sch 40<br>Aluminum bus pipe to 3" B.C.<br>Rigid, bolted clamp type<br>Aluminum                      |
| 5   | ALUMINUM TUBE BUS<br>1 1/2" IPS x Sch 40<br>Aluminum bus pipe<br>Alloy 6063-T6  |
| 6   | TEE CONNECTOR<br>1 1/2" IPS x Sch 40 Aluminum bus pipe<br>to 1 1/2" IPS x Sch 40 Aluminum bus pipe tap<br>Bolted clamp type, Aluminum |
| 7   | BUS COUPLER-90 DEGREE<br>Aluminum body and hardware<br>For 1 1/2" to 1 1/2" Aluminum pipe, 90 degree angled<br>Bolted clamp type      |
| 8   | BUS COUPLER-45 DEGREE<br>Aluminum body and hardware<br>For 1 1/2" to 1 1/2" Aluminum pipe, 45 degree angled<br>Bolted clamp type      |
| 9   | TERMINAL CONNECTOR<br>1 1/2" IPS x Sch 40 Aluminum bus pipe<br>To NEMA 2 hole pad<br>Bolted clamp type, Aluminum                      |
| 10  | TERMINAL CONNECTOR<br>1 1/2" IPS x Sch 40 Aluminum bus pipe<br>To NEMA 4 hole flat- 90 Degree Offset<br>Bolted clamp type, Aluminum   |
| 11  | TERMINAL CONNECTOR<br>1 1/2" IPS x Sch 40 Aluminum bus pipe<br>To NEMA 4 hole flat<br>Bolted clamp type, Aluminum                     |
| 12  | TERMINAL CONNECTOR<br>NEMA 4 hole<br>To (2) 250 kcmil AAC cable tap<br>Bolted clamp type, Aluminum                                    |
| 13  | TERMINAL CONNECTOR<br>NEMA 2 hole connector<br>Mechanical screw, Aluminum   |
| 16  | TERMINAL CONNECTOR<br>NEMA 2 hole<br>To 556 kcmil AAC cable<br>Bolted clamp type, Aluminum  |
| 19  | ALUMINUM WIRE<br>4/0 AAC, Bare<br>7 strand, Code Name: Onlip<br>For vibration dampening in horiz. bus and for misc. connections.      |
| 22  | SURGE ARRESTORS<br>Rated 10kV duty, 8.4kV MCOV  |
| 23  | LINE POTENTIAL TRANSFORMERS<br>15kV, 110kV BR<br>60:1 ratio   |
| 24  | SURGE ARRESTORS<br>Rated 54kV duty, 42kV MCOV   |
| 25  | GROUND CONNECTOR<br>Bronze, two-piece, (1) cable to flat clamp<br>With single (1) 1/2" dia. Bolt, Lockwasher and Heavy nut            |
| 26  | GROUND CONNECTOR<br>Bronze, two-piece, (2) cables to flat clamp   |

DRAWING IS FOR BIDDING PURPOSES ONLY  
NOT BE USED FOR ASSEMBLY OR CONSTRUCTION



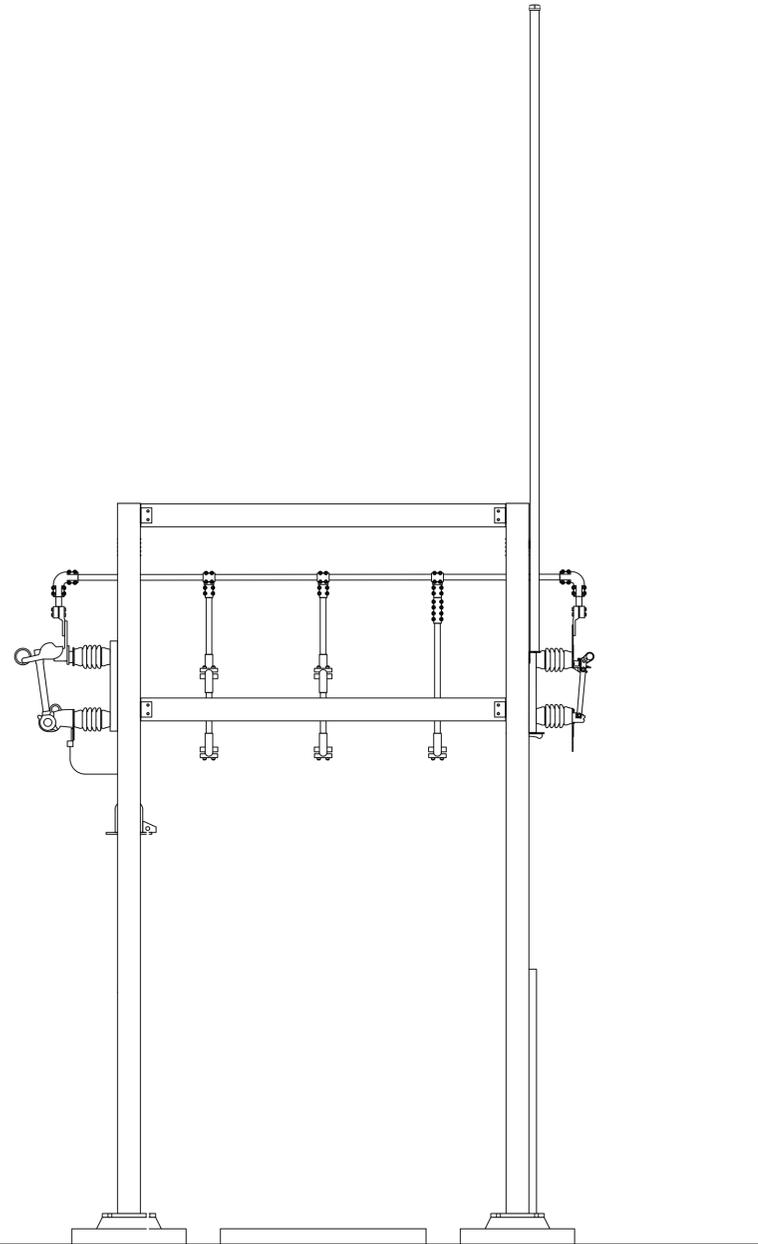
**Preston Waller & Associates, Inc.**  
Process & Engineering Consultants

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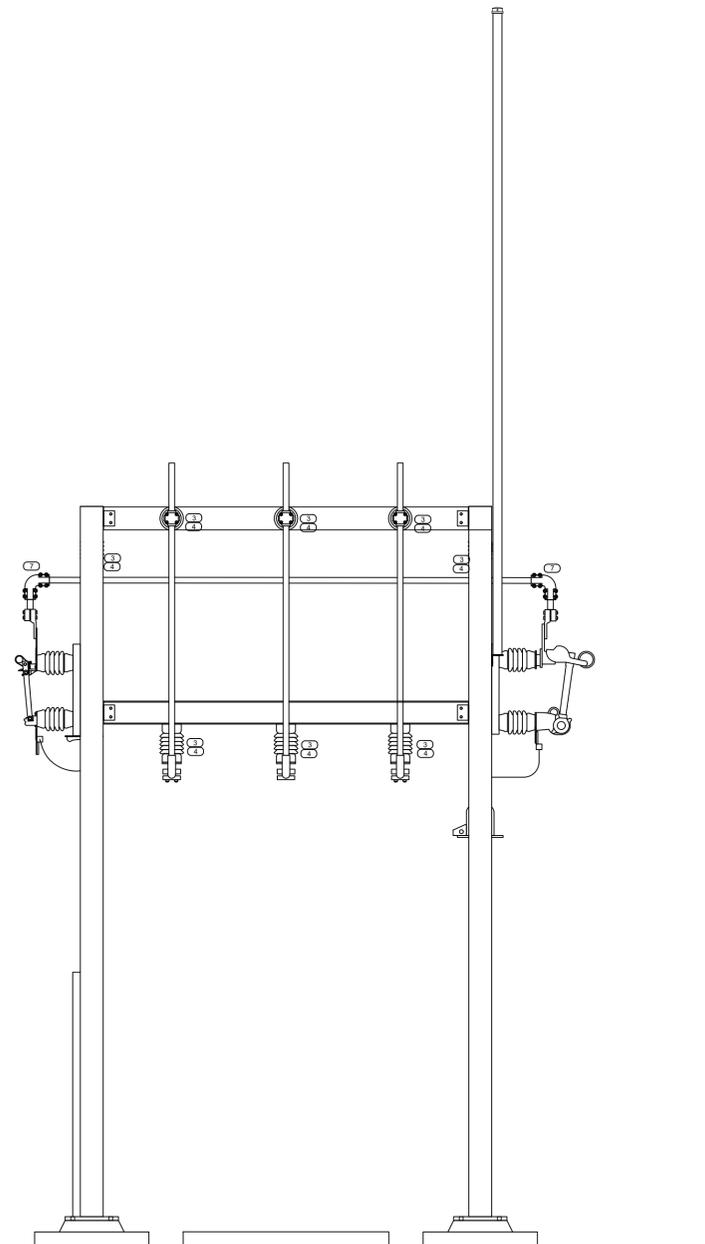
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DRAWN BY PEG

**BOROUGH OF CHAMBERSBURG**  
100 S. SECOND STREET  
CHAMBERSBURG, PENNSYLVANIA  
**COMMERCE SOLAR SUBSTATION**  
FOR INSTALLATION BID  
ELEVATION B-B & ELEVATION C-C

DRAWING NUMBER  
**2800-3203BL**



ELEVATION D-D

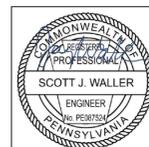


ELEVATION E-E

MATERIALS PROVIDED BY OTHERS, INSTALLED BY CONTRACTOR

| ITEM NO. | DESCRIPTION   |
|----------|---|
| A        | 15KV BAY STRUCTURE  |
| B        | 69 KV SINGLE BAY A-FRAME DEAD END STRUCTURE<br>24' wide x 38' tall x 10' spread   |
| C        | 69 KV THREE-PHASE LIGHTNING ARRESTOR STAND<br>Single post stand, 10' height, 7' arrester spacing                                      |
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| F        | 30FT LIGHTNING MAST   |
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| 2        | END CAP FOR BUS TUBE<br>1 1/2" IPS x Sch 40 Drive-on Cap  |
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| 7        | BUS COUPLER-90 DEGREE<br>Aluminum body and hardware<br>For 1 1/2" to 1 1/2" Aluminum pipe, 90 degree angled<br>Bolted clamp type      |
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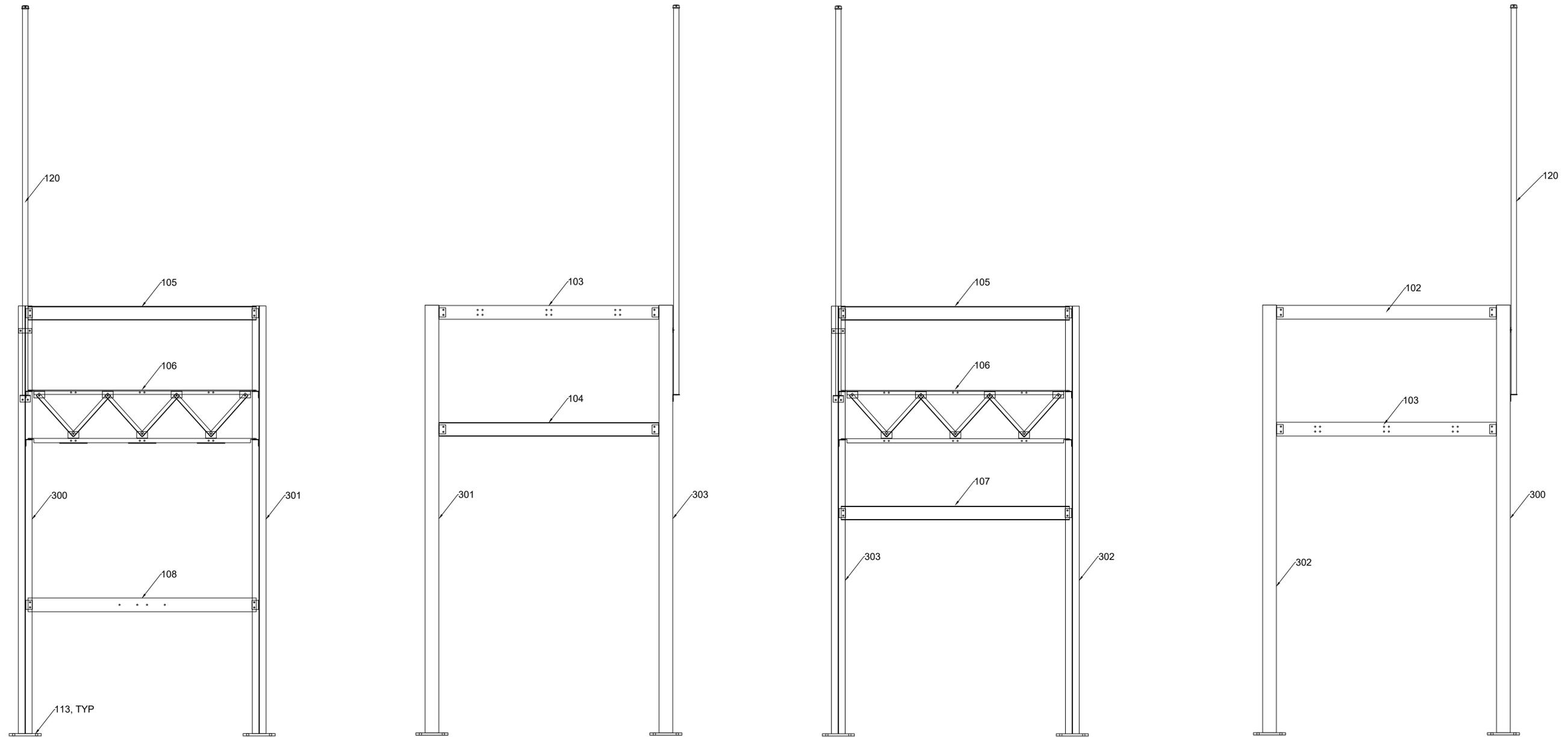
**Preston Waller & Associates, Inc.**  
Process & Engineering Consultants

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| DRAWN BY   | PEG         |

**BOROUGH OF CHAMBERSBURG**  
100 S. SECOND STREET  
CHAMBERSBURG, PENNSYLVANIA  
**COMMERCE SOLAR SUBSTATION**  
FOR INSTALLATION BID  
ELEVATION D-D & ELEVATION E-E

DRAWING NUMBER  
**2800-3204BL**



**BILL OF MATERIALS, THIS SHEET**

| QUANTITY | MARK | DESCRIPTION    | LENGTH |        |
|----------|------|----------------|--------|--------|
|          |      |                | FT     | IN     |
| 1        | 102  | W 6x12         | 7      | 11 3/4 |
| 2        | 103  | C 6x8.2        | 7      | 11 3/4 |
| 1        | 104  | W 6x12         | 7      | 11 3/4 |
| 2        | 105  | W 6x12         | 8      | 3 1/2  |
| 2        | 106  | TRUSS          | --     | --     |
| 1        | 107  | W 6x12         | 8      | 3 1/2  |
| 1        | 108  | C 6x8.2        | 8      | 3 1/2  |
| 2        | 120  | LIGHTNING MAST | --     | --     |
| 1        | 300  | W 6x15         | 15     | 6      |
| 1        | 301  | W 6x15         | 15     | 6      |
| 1        | 302  | W 6x15         | 15     | 6      |
| 1        | 303  | W 6x15         | 15     | 6      |

MATERIAL LIST AS INFORMATION ONLY; PIECE MARKS, QUANTITIES, AND FABRICATION DETAILS PROVIDED BY OTHERS

DRAWING IS FOR BIDDING PURPOSES ONLY  
NOT BE USED FOR ASSEMBLY OR CONSTRUCTION



**Preston Waller & Associates, Inc.**  
Process & Engineering Consultants  
42

| NO. | DATE | REVISION | BY |
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**BOROUGH OF CHAMBERSBURG**  
100 S. SECOND STREET  
CHAMBERSBURG, PENNSYLVANIA  
**COMMERCE SOLAR SUBSTATION  
FOR INSTALLATION BID  
LV STRUCTURE GENERAL LAYOUT**

DRAWING NUMBER  
**2800-3205BL**

# Commerce Solar Substation

## Fence FOR-BID-ONLY Drawing Set

### Drawing No.

### Description

2800-3751BL  
2800-3752BL

SUBSTATION FENCE PLAN VIEW  
SUBSTATION FENCE DETAILS



**Preston Waller & Associates, Inc.**  
Process & Engineering Consultants





## **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

During the term of the Contract, the Applicant (known herein as “Grantee”), sub-grantee, contractors, sub-contractors and professional service providers, agrees 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 grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee 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 Grantee, any subgrantee, 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 Grantee, any subgrantee, 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 Grantee, any subgrantee, 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 Grantee and each subgrantee, 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 Grantee and each subgrantee, 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 Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency 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 Grantee, any subgrantee, 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 subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.

- G. The Grantee's and each subgrantee'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 Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
  
- H. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

---

Name of Bidder, Corporation, Firm or Individual

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

Authorized Representative

---

Please Print Signature

---

Title

---

Business Address of Bidder

---

Phone #

## 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/she 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/she 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/she 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 Antirigging 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.



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: Sitework at the Commerce Street Electric Substation**

## **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, Specifications, and Drawings, 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 one hundred twenty (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. became 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;
- E. carefully studied and correlated the information known to Bidder, and information and observations obtained from Bidder's visits to the Work Site, with the Bidding Documents;
- F. determined that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work and
- G. carefully reviewed and will comply with the RACP grant requirements.

**ARTICLE 4 - BASIS OF BID**

4.01 Bidder will complete the Work for the prices and lump sum price given below:

| Item No | Description  | Bid Lump Sum Price in Figures (\$) |
|---------|--|------------------------------------|
| 1.      | Install foundations for substation structures and equipment as shown on the Plans using materials specified on the Plans and in the Specifications.  | \$ _____                           |
| 2.      | Install conduits, ductbanks, and raceways as shown on the Plans using materials specified on the Plans and in the Specifications.  | \$ _____                           |
| 3.      | Install substation ground grid as shown on the Plans using materials specified on the Plans and in the Specifications.   | \$ _____                           |
| 4.      | Backfill and grade substation site as shown on the Plans using materials specified on the Plans and in the Geotechnical Report.  | \$ _____                           |
| 5.      | Assemble and install substation tubular HV structures and structural elements shown on the Plans using materials specified on the Plans and in the Specifications. Owner shall supply tubular HV structures and structural elements. | \$ _____                           |
| 6.      | Assemble and install substation fabricated LV structure and structural elements shown on the Plans using materials specified on the Plans and in the Specifications. Owner shall supply LV structures and structural elements.       | \$ _____                           |
| 7.      | Install substation fence shown on the Plans using materials specified on the Plans and in the Specifications. Demolish existing fence as shown on the Plans.   | \$ _____                           |

TOTAL LUMP SUM BASE BID

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

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4.02 The Borough reserves the right to award none or all of all the above items to the lowest responsive and qualified bidder as deemed to be in the best interest of the Borough. The bid amount for each item is the total cost to be incurred by the Borough for the subject work to be completed in accordance with the Contract Documents.

**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)

6.02 If subcontractors are to be utilized by a Bidder, include a description of those persons or firms, their roles in the project, and their qualifications to do the anticipated work. The Bidder assumes responsibility for all work contracted or subcontracted from this bid

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 there from.

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

Address \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Name of person familiar with proposal \_\_\_\_\_

Phone number \_\_\_\_\_

E-mail address \_\_\_\_\_

**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

**Sitework at the Commerce Street  
Electric Substation**

Bid Date:

Project Identification:

General Construction

Contract Number and  
Identification:

BOND

Date:

Amount:

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the full face amount of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents, the executed Agreement required by the Bidding Documents, and any Performance Bonds, Payment Bonds, Certificates of Insurance, or other documents required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any Performance Bonds, Payment Bonds, Certificates of Insurance, or other documents required by the Bidding Documents and Contract Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Intent to Award to Bidder within the time specified in the Bidding Documents (or any extension thereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt of Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Intent to Award, provided that the time for issuing Notice of Intent to Award shall not in the aggregate exceed 120 days from Bid opening date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid opening date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the first page of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

**(If Bidder is an Individual)**

---

Signature of Witness

---

Signature of Individual

Trading and doing business as:

---

Name of Business

---

Address of Business

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

---

Name of Partnership

---

Address of Partnership

---

Signature of Witness

---

Signature of Partner

---

Signature of Witness

---

Signature of Partner

---

Signature of Witness

---

Signature of Partner

**(If Bidder is a Corporation)**

Attest:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Signature of Secretary or  
Assistant Secretary

\_\_\_\_\_  
Address of Principal Office

(Corporate Seal)

\_\_\_\_\_  
State of Incorporation

\_\_\_\_\_  
Signature of  
President or Vice President

Type or print name below each signature.

**(Corporation Surety)**

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Address of Office

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Attorney-in-fact

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

Type or print name below each signature.

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

**END OF PROPOSAL BOND**

## AGREEMENT

**THIS AGREEMENT** (hereinafter, the "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Borough of Chambersburg, a municipal corporation 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 "**Sitework at the Commerce Street Electric Substation**" (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 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 "**Sitework at the Commerce Street Electric Substation**": 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, Specifications and Drawings, Prevailing Wage Determination, 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"):

**The Sitework at the Commerce Street Electric Substation in the Borough of Chambersburg in accordance with the requirements of the Contract Documents.**

#### 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 the Work set forth herein, Contractor shall submit invoices marked NET 30 DAYS.

#### 5.2 Retainage

- 5.2.1 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.
- 5.2.2 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.
- 5.2.3 After the Work is substantially complete, subsequent approved invoices shall be paid, by the Borough, subject to withholding, by the Borough, of an amount equal to one and one-half times the amount required to complete any uncompleted minor items or correct defective work, provided there is no specific cause for greater withholding, as determined by the Borough in its sole and absolute discretion.
- 5.2.4 Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, the Borough will promptly make a final inspection of the Work 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.

### 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, the Borough will promptly make a final inspection of the Work 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.

### 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, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, 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 any 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 5.3.2, 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.

### 6. Contract Times

6.1 Term. The term of this Agreement shall begin on the Effective Date and terminate at midnight upon the date that all of Contractor's duties and obligations contemplated in this Agreement and the Contract Documents, including all warranties and correction periods, are completed or otherwise satisfied, unless terminated or extended at Borough's sole and absolute option as provided for herein.

6.2 Commencement of Contract Times. The Contract Times will commence on the date as indicated in the Notice to Proceed, which will be after the bid is awarded and all documentation is in place between the Contractor and Borough. Bid Items 1, 2, and 3 shall be complete by January 1, 2021. The Work shall be Substantially Completed no later than February 28, 2021 unless otherwise agreed to in writing by the Parties. If Substantial Completion is delayed due to materials to be supplied by Borough and installed by the Contractor, Contractor shall be afforded a day for day extension accordingly. The Borough shall have said materials available for use by the Contractor no later than February 12, 2021.

6.3 Time is of the Essence. The time for completion of all Work contemplated herein is deemed to be of the essence and a material part of this Agreement.

6.4 Liquidated Damages. As set forth above in Paragraph 6.3 above, the Borough and Contractor recognize that time is of the essence of this Agreement and that the Borough will suffer financial loss if the Work is not completed within the times specified in Paragraph 6.2 above, plus any extensions thereof. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Borough if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Borough and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Borough Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified in Paragraph 6.2 above for Substantial Completion, and following Substantial Completion, Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified in Paragraph 6.2 above for Final Completion. Notwithstanding the foregoing, Seller's aggregate liability under this Section 6.4 for liquidated damages for delays shall not exceed twenty percent (20%) of the amount that is equal to the Contract Price.

6.5 Additional Damages. In addition to the liquidated damages amount(s) specified above in Paragraph 6.4, 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.

6.6 Alternate Damages. The Borough, at its sole option, may waive liquidated damages as provided in Paragraph 6.4 above and elect to recover from Contractor the Borough's actual damages for such delay. Actual damages may include, without limitation, any fines and/or penalties imposed on the Borough by any regulatory body plus all actual damages suffered by the Borough as a result of such delay including but not limited to loss of revenue, engineering fees, consultant fees, construction fees, inspection fees, and legal fees incurred by the Borough as a result of such delay.

## **7. Termination / Suspension**

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

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

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

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

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

## **8. Change Orders**

8.1 Any alteration, modification, or deviation from the Contract Price, which shall include the moneys payable by the Borough to the Contractor for completion of the Work, materials 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 8. Change Orders, when signed and executed by the Contractor and the Borough, shall be made part of this Contract. This written authorization must be provided prior to the commencement of any Additional or Extra Work.

8.2 Additional Work, which is defined as work of a type already provided by the contract and for which the contract has established a unit price, is generally used to describe work arising when alterations in the work are authorized but do not result in a significant change in the character of the work as required under the original contract. Prices related to Change Orders for Additional Work are processed as adjustments to a contract unit price.

8.3 Extra Work is defined as work arising from changes in quantities or alterations in the work that results in a significant change in the character of the work under contract, or work having no quantity or price included in the Contract that is determined by the Borough to be necessary or desirable to complete

the Contract. Prices related to Change Orders for Extra Work shall be proposed by the Contractor and negotiated with the Borough.

8.4 The Borough 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 fifteen percent (15%) 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.

8.5 Contractor shall not be entitled to an increase in the Contract Price or an extension of Contract Times with respect to any work performed that is not required by the Contract Documents except in the case of an emergency, as further discussed in Paragraph 8.9 below.

8.6 The Borough shall have sole and absolute discretion to grant a Change Order.

8.7 Borough Initiated Change Order. Without invalidating the Contract, the Borough may, at any time or from time to time, order additions, deletions, or revisions in the Work and/or materials by request for Change Order. Upon receipt of any such document, Contractor shall notify the Borough of the entitlement to, if any, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that would result from the Change Order. If a change in Contract Price and/or Contract Time will result, the parties shall agree to such modification in the Change Order. If the parties are unable to agree, the Borough may continue with the Contract as drafted or terminate the Contract.

8.8 Contractor Initiated Change Order. Contractor shall promptly notify the Borough with the request for Change Order in the event that the Contractor determines that the following is necessary or desirable: 1) a change of Work and/or Services; or 2) a change of Contract Price or Contract Times. Said request of Change Order shall include the change of work together with any and all modifications to the Agreement including but not limited to changes to the Contract Price and/or Contract Times. The Borough, in its sole and absolute discretion, shall either agree or reject the request for Change Order. In the event that the Borough agrees to the request for Change Order, the parties sign and execute a written Change Order as set forth herein.

8.9 Notwithstanding the foregoing, in emergencies affecting the safety or protection of persons or the Work or property at the particular project site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give the Borough prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If the Borough determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Order will be issued.

8.10 Contractor shall not be entitled to an adjustment in the Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a 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.

## **9. Contractor's Representations**

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

- 9.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Contract Documents including any applicable “technical data”.
- 9.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.
- 9.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the Work.
- 9.4 Contractor is aware of the general nature of work to be performed by the Borough and others at the site that relates to the Work as indicated in the Contract Documents.
- 9.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 9.6 Contractor has given the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, prior to executing this Agreement, and the written resolution thereof by the Borough is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 9.7 Contractor acknowledges that the Borough will utilize proceeds from a Redevelopment Assistance Capital Program (“RACP”) grant from the Commonwealth of Pennsylvania for the project and all associated compliance requirements will apply. As such, Contractor and/or subcontractors may be required to submit additional information or documentation, including but not limited to those outlined in the RACP Key Compliance Guidelines.
- 9.8 Contractor is authorized to do business in Pennsylvania and that the person signing on behalf of the Contractor is authorized to bind Contractor to the terms and conditions set forth herein.

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

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

## **11. Existing Utilities**

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

## **12. Correction of Defective Work**

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

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

### **12.3 Correction Period**

12.3.1 If within 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:

12.3.1.1 repair such defective land or areas; or

12.3.1.2 correct such defective Work; or

12.3.1.3 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

12.3.1.4 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.

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

12.3.3 In special circumstances where a particular item of equipment is placed in continuous service before 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.

12.3.4 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.

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

#### 12.4 Acceptance of Defective Work

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

#### 12.5 The Borough May Correct Defective Work

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

In exercising the rights and remedies under this Paragraph 12, 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 12.

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

### **13. Force Majeure**

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

### **14. 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.

### **15. 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.

### **16. Enforcement Costs / Mediation**

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.

### **17. 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.

### **18. 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.

#### **19. 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.

#### **20. 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.

#### **21. Counterparts**

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

#### **22. 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.

#### **23. 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.

#### **24. 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.

**25. 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.

**26. 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.

**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: \_\_\_\_\_  
Name: \_\_\_\_\_  
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

**Sitework at the Commerce Street Electric  
Substation**

Contract Identification:

General Construction

### BOND

Date:

Amount:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the Performance of the Work as defined by the Agreement, which is incorporated herein by reference.
2. If the Contractor performs the Work, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety at its address described in Article 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 therefore to the Owner; or
  2. Deny liability in whole or in part and notify the Owner citing reasons therefore.

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<br>Assistant Secretary | Address of Principal Office                 |
| (CORPORATE SEAL)                                 | _____                                       |
|  | State of Incorporation                      |
|  | _____                                       |
|  | Signature of<br>President or Vice President |

Type or print name below each signature.

**(Corporation Surety)**

|                      |                               |
|----------------------|-------------------------------|
|                      | _____                         |
|                      | Name of Corporation           |
|                      | _____                         |
|                      | Address of Office             |
| _____                | _____                         |
| Signature of Witness | Signature of Attorney-in-fact |

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

Type or print name below each signature.

**NOTE: Substitute 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**

Amount:

Project Identification: **Sitework at the Commerce Street Electric Substation**

Contract Identification: General Construction

**BOND**

Date:

Amount:

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

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from the Contractor, or not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Article 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Article 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Article 4, the Surety shall promptly and at the Surety's expense take the following actions.

- 6.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 6.2 Pay or arrange for payment of any undisputed amounts.
- 6.3 The Surety's failure to discharge its obligations under this Section 6 shall not be deemed to constitute a waiver of defenses the Surety or the Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this Section 6, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant under this Section 6.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Agreement shall be used for the performance of the Work and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Work are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Work. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraphs 4.2.3 or 4.1, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under

the Agreement, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

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

15. Definitions:

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

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

**(If Contractor is an Individual)**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Individual

Trading and doing business as:

\_\_\_\_\_  
Name of Business

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

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

|                      |                        |
|----------------------|------------------------|
| _____                | _____                  |
|                      | Name of Partnership    |
| _____                | _____                  |
|                      | Address of Partnership |
| _____                | _____                  |
| Signature of Witness | Signature of Partner   |
| _____                | _____                  |
| Signature of Witness | Signature of Partner   |
| _____                | _____                  |
| Signature of Witness | Signature of Partner   |

**(If Contractor is a Corporation)**

ATTEST:

|  |   |
|--|---|
| _____  | _____                                       |
|  | Name of Corporation                         |
| _____  | _____                                       |
| Signature of Secretary or<br>Assistant Secretary | Address of Principal Office                 |
| (CORPORATE SEAL)                                 | _____                                       |
|  | State of Incorporation                      |
|  | _____                                       |
|  | Signature of<br>President or Vice President |

Type or print name below each signature.

**(Corporation Surety)**

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Address of Office

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Attorney-in-fact

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

Type or print name below each signature.

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

**END OF PAYMENT BOND**



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date \_\_\_\_\_

Business or Organization Name (Employer) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contractor

Contracting Public Body \_\_\_\_\_

Contract/Project No \_\_\_\_\_

Project Description \_\_\_\_\_

Project Location \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Authorized Representative Signature



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

|                            |                         |
|----------------------------|-------------------------|
| Project Name:              | Commerce Sub Expansion  |
| Awarding Agency:           | Borough of Chambersburg |
| Contract Award Date:       | 6/22/2020               |
| Serial Number:             | 20-03714                |
| Project Classification:    | Building/Heavy/Highway  |
| Determination Date:        | 5/27/2020               |
| Assigned Field Office:     | Harrisburg              |
| Field Office Phone Number: | (717)787-4763           |
| Toll Free Phone Number:    | (800)932-0665           |
| Project County:            | Franklin County         |

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

| <b>Project: 20-03714 - Building</b>  | <b>Effective Date</b> | <b>Expiration Date</b> | <b>Hourly Rate</b> | <b>Fringe Benefits</b> | <b>Total</b> |
|--|-----------------------|------------------------|--------------------|------------------------|--------------|
| Asbestos & Insulation Workers  | 6/26/2017             |                        | \$32.00            | \$26.51                | \$58.51      |
| Asbestos & Insulation Workers  | 7/2/2018              |                        | \$32.80            | \$26.76                | \$59.56      |
| Asbestos & Insulation Workers  | 7/2/2019              |                        | \$33.80            | \$27.26                | \$61.06      |
| Asbestos & Insulation Workers  | 7/2/2020              |                        | \$32.80            | \$30.01                | \$62.81      |
| Boilermaker (Commercial, Institutional, and Minor Repair Work)                   | 3/1/2017              |                        | \$28.52            | \$18.22                | \$46.74      |
| Boilermaker (Commercial, Institutional, and Minor Repair Work)                   | 3/1/2018              |                        | \$29.52            | \$18.22                | \$47.74      |
| Boilermaker (Commercial, Institutional, and Minor Repair Work)                   | 1/1/2019              |                        | \$29.26            | \$18.48                | \$47.74      |
| Boilermakers   | 1/1/2018              |                        | \$46.26            | \$33.36                | \$79.62      |
| Boilermakers   | 3/1/2018              |                        | \$45.89            | \$33.73                | \$79.62      |
| Boilermakers   | 1/1/2019              |                        | \$45.51            | \$34.11                | \$79.62      |
| Boilermakers   | 8/1/2019              |                        | \$47.21            | \$34.11                | \$81.32      |
| Bricklayer (Pointer, Cleaner, Caulker, Cement Mason, Plasterer, Tile Setter)     | 5/1/2018              |                        | \$28.15            | \$22.45                | \$50.60      |
| Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners                          | 5/1/2017              |                        | \$32.54            | \$16.06                | \$48.60      |
| Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners                          | 5/1/2018              |                        | \$32.95            | \$16.45                | \$49.40      |
| Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners                          | 5/1/2019              |                        | \$33.43            | \$16.87                | \$50.30      |
| Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners                          | 5/3/2020              |                        | \$33.99            | \$17.31                | \$51.30      |
| Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners                          | 5/1/2021              |                        | \$34.62            | \$17.78                | \$52.40      |
| Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers | 6/1/2018              |                        | \$28.51            | \$15.27                | \$43.78      |
| Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers | 6/1/2019              |                        | \$29.11            | \$15.92                | \$45.03      |
| Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers | 6/1/2020              |                        | \$29.93            | \$16.39                | \$46.32      |
| Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers | 6/1/2021              |                        | \$30.77            | \$16.89                | \$47.66      |
| Carpenters   | 6/1/2017              |                        | \$27.93            | \$14.79                | \$42.72      |
| Cement Finishers   | 5/1/2017              |                        | \$27.20            | \$22.45                | \$49.65      |
| Cement Masons  | 5/1/2019              |                        | \$29.05            | \$22.50                | \$51.55      |
| Cement Masons  | 5/1/2020              |                        | \$29.85            | \$22.70                | \$52.55      |
| Dockbuilder, Pile Drivers  | 1/1/2016              |                        | \$32.03            | \$17.53                | \$49.56      |
| Drywall Finisher   | 5/1/2017              |                        | \$23.30            | \$12.39                | \$35.69      |
| Drywall Finisher   | 5/1/2019              |                        | \$23.82            | \$14.27                | \$38.09      |
| Drywall Finisher   | 5/1/2020              |                        | \$23.94            | \$15.30                | \$39.24      |
| Electricians   | 6/1/2017              |                        | \$30.00            | \$23.06                | \$53.06      |
| Electricians   | 6/1/2018              |                        | \$30.60            | \$23.63                | \$54.23      |
| Electricians   | 6/1/2019              |                        | \$31.60            | \$24.37                | \$55.97      |
| Electricians   | 6/1/2020              |                        | \$32.50            | \$25.20                | \$57.70      |
| Electricians   | 6/1/2021              |                        | \$32.50            | \$26.90                | \$59.40      |
| Elevator Constructor   | 1/1/2017              |                        | \$43.98            | \$31.89                | \$75.87      |
| Elevator Constructor   | 1/1/2018              |                        | \$45.35            | \$33.00                | \$78.35      |

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

| <b>Project: 20-03714 - Building</b>                                       | <b>Effective Date</b> | <b>Expiration Date</b> | <b>Hourly Rate</b> | <b>Fringe Benefits</b> | <b>Total</b> |
|---|-----------------------|------------------------|--------------------|------------------------|--------------|
| Elevator Constructor  | 1/1/2020              |                        | \$48.33            | \$39.11                | \$87.44      |
| Elevator Mechanic   | 1/1/2019              |                        | \$46.80            | \$34.13                | \$80.93      |
| Glazier   | 5/1/2017              |                        | \$25.63            | \$11.45                | \$37.08      |
| Glazier   | 5/1/2018              |                        | \$25.63            | \$11.95                | \$37.58      |
| Glazier   | 5/1/2019              |                        | \$25.63            | \$12.45                | \$38.08      |
| Glazier   | 5/1/2020              |                        | \$25.63            | \$12.95                | \$38.58      |
| Glazier   | 5/1/2021              |                        | \$25.63            | \$13.45                | \$39.08      |
| Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing) | 1/1/2017              |                        | \$30.02            | \$29.42                | \$59.44      |
| Iron Workers  | 7/1/2019              |                        | \$32.76            | \$29.88                | \$62.64      |
| Laborers (Class 01 - See notes)   | 1/1/2018              |                        | \$18.47            | \$16.49                | \$34.96      |
| Laborers (Class 01 - See notes)   | 1/1/2019              |                        | \$19.47            | \$17.29                | \$36.76      |
| Laborers (Class 01 - See notes)   | 1/1/2020              |                        | \$20.47            | \$17.29                | \$37.76      |
| Laborers (Class 02 - See notes)   | 1/1/2018              |                        | \$18.62            | \$16.49                | \$35.11      |
| Laborers (Class 02 - See notes)   | 1/1/2020              |                        | \$21.22            | \$17.29                | \$38.51      |
| Laborers (Class 02 - see notes)   | 1/1/2019              |                        | \$20.22            | \$17.29                | \$37.51      |
| Laborers (Class 03 - See notes)   | 1/1/2018              |                        | \$18.72            | \$16.49                | \$35.21      |
| Laborers (Class 03 - See notes)   | 1/1/2019              |                        | \$20.32            | \$17.29                | \$37.61      |
| Laborers (Class 03 - See notes)   | 1/1/2020              |                        | \$21.32            | \$17.29                | \$38.61      |
| Laborers (Class 04 - See notes)   | 1/1/2018              |                        | \$17.47            | \$16.49                | \$33.96      |
| Laborers (Class 04 - See notes)   | 1/1/2019              |                        | \$18.47            | \$17.29                | \$35.76      |
| Laborers (Class 04 - See notes)   | 1/1/2020              |                        | \$19.47            | \$17.29                | \$36.76      |
| Landscape Laborer (Skilled)   | 1/1/2018              |                        | \$21.01            | \$15.31                | \$36.32      |
| Landscape Laborer (Skilled)   | 1/1/2020              |                        | \$21.64            | \$16.98                | \$38.62      |
| Landscape Laborer (Tractor Operator)                                      | 1/1/2018              |                        | \$21.31            | \$15.31                | \$36.62      |
| Landscape Laborer (Tractor Operator)                                      | 1/1/2020              |                        | \$21.94            | \$16.98                | \$38.92      |
| Landscape Laborer   | 1/1/2018              |                        | \$20.59            | \$15.31                | \$35.90      |
| Landscape Laborer   | 1/1/2020              |                        | \$21.22            | \$16.98                | \$38.20      |
| Marble Mason  | 5/1/2017              |                        | \$29.27            | \$15.62                | \$44.89      |
| Marble Mason  | 5/1/2018              |                        | \$29.88            | \$16.01                | \$45.89      |
| Marble Mason  | 5/1/2019              |                        | \$30.46            | \$16.43                | \$46.89      |
| Marble Mason  | 5/1/2020              |                        | \$31.02            | \$16.87                | \$47.89      |
| Marble Mason  | 5/1/2021              |                        | \$31.55            | \$17.34                | \$48.89      |
| Millwright  | 5/1/2017              |                        | \$33.79            | \$18.16                | \$51.95      |
| Millwright  | 5/1/2018              | 4/30/2019              | \$34.41            | \$18.64                | \$53.05      |
| Millwright  | 5/1/2019              | 4/30/2020              | \$35.30            | \$18.90                | \$54.20      |
| Millwright  | 5/1/2020              |                        | \$36.04            | \$19.31                | \$55.35      |
| Operators (Class 01 - see notes)  | 7/1/2017              |                        | \$30.17            | \$17.42                | \$47.59      |
| Operators (Class 01 - see notes)  | 7/1/2018              |                        | \$30.72            | \$18.12                | \$48.84      |
| Operators (Class 01 - see notes)  | 7/1/2019              |                        | \$31.27            | \$18.82                | \$50.09      |
| Operators (Class 01 - see notes)  | 7/1/2020              |                        | \$31.87            | \$19.57                | \$51.44      |
| Operators (Class 01 - see notes)  | 7/1/2021              |                        | \$32.47            | \$20.32                | \$52.79      |
| Operators (Class 02 -see notes)   | 7/1/2017              |                        | \$26.45            | \$17.42                | \$43.87      |
| Operators (Class 02 -see notes)   | 7/1/2018              |                        | \$26.75            | \$18.12                | \$44.87      |
| Operators (Class 02 -see notes)   | 7/1/2019              |                        | \$27.05            | \$18.82                | \$45.87      |

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| <b>Project: 20-03714 - Building</b>                           | <b>Effective Date</b> | <b>Expiration Date</b> | <b>Hourly Rate</b> | <b>Fringe Benefits</b> | <b>Total</b> |
|---|-----------------------|------------------------|--------------------|------------------------|--------------|
| Operators (Class 02 -see notes)                               | 7/1/2020              |                        | \$27.45            | \$19.57                | \$47.02      |
| Operators (Class 02 -see notes)                               | 7/1/2021              |                        | \$27.85            | \$20.32                | \$48.17      |
| Operators (Class 03 - See notes)                              | 7/1/2017              |                        | \$25.30            | \$17.42                | \$42.72      |
| Operators (Class 03 - See notes)                              | 7/1/2018              |                        | \$25.50            | \$18.12                | \$43.62      |
| Operators (Class 03 - See notes)                              | 7/1/2019              |                        | \$25.70            | \$18.82                | \$44.52      |
| Operators (Class 03 - See notes)                              | 7/1/2020              |                        | \$26.00            | \$19.57                | \$45.57      |
| Operators (Class 03 - See notes)                              | 7/1/2021              |                        | \$26.30            | \$20.32                | \$46.62      |
| Operators (Class 04 - Chief of Party (Surveying and Layout))  | 7/1/2016              |                        | \$23.65            | \$16.77                | \$40.42      |
| Operators (Class 04 - Instrument Person (Surveying & Layout)) | 7/1/2016              |                        | \$22.65            | \$16.77                | \$39.42      |
| Operators (Class 04 - Rodman/Chainman (Surveying and Layout)) | 7/1/2016              |                        | \$22.20            | \$16.77                | \$38.97      |
| Painters Class 1 (see notes)                                  | 5/1/2017              |                        | \$23.47            | \$13.32                | \$36.79      |
| Painters Class 1 (see notes)                                  | 5/1/2018              |                        | \$23.92            | \$14.37                | \$38.29      |
| Painters Class 1 (see notes)                                  | 5/1/2019              |                        | \$24.57            | \$15.22                | \$39.79      |
| Painters Class 1 (see notes)                                  | 5/1/2020              |                        | \$25.30            | \$15.99                | \$41.29      |
| Painters Class 2 (see notes)                                  | 5/1/2017              |                        | \$25.60            | \$13.32                | \$38.92      |
| Painters Class 2 (see notes)                                  | 5/1/2018              |                        | \$26.05            | \$14.37                | \$40.42      |
| Painters Class 2 (see notes)                                  | 5/1/2019              |                        | \$26.70            | \$15.22                | \$41.92      |
| Painters Class 2 (see notes)                                  | 5/1/2020              |                        | \$27.43            | \$15.99                | \$43.42      |
| Painters Class 3 (see notes)                                  | 5/1/2017              |                        | \$31.35            | \$13.32                | \$44.67      |
| Painters Class 3 (see notes)                                  | 5/1/2018              |                        | \$31.80            | \$14.37                | \$46.17      |
| Painters Class 3 (see notes)                                  | 5/1/2020              |                        | \$33.18            | \$15.99                | \$49.17      |
| Pile Driver Divers (Building, Heavy, Highway)                 | 1/1/2018              |                        | \$50.33            | \$18.55                | \$68.88      |
| Pile Driver Divers (Building, Heavy, Highway)                 | 1/1/2019              |                        | \$51.45            | \$19.30                | \$70.75      |
| Pile Driver Divers (Building, Heavy, Highway)                 | 1/1/2020              |                        | \$53.10            | \$19.70                | \$72.80      |
| Pile Driver Divers (Building, Heavy, Highway)                 | 1/1/2021              |                        | \$54.75            | \$20.10                | \$74.85      |
| Pile Driver Divers (Building, Heavy, Highway)                 | 1/1/2022              |                        | \$56.40            | \$20.50                | \$76.90      |
| Piledrivers   | 1/1/2018              |                        | \$33.55            | \$18.55                | \$52.10      |
| Piledrivers   | 1/1/2019              |                        | \$34.30            | \$19.30                | \$53.60      |
| Piledrivers   | 1/1/2020              |                        | \$35.40            | \$19.70                | \$55.10      |
| Piledrivers   | 1/1/2021              |                        | \$36.50            | \$20.10                | \$56.60      |
| Piledrivers   | 1/1/2022              |                        | \$37.60            | \$20.50                | \$58.10      |
| Plasterers (Use Cement Finisher Rates)                        | 5/1/2018              |                        | \$25.88            | \$20.58                | \$46.46      |
| Plasterers  | 5/1/2017              |                        | \$25.03            | \$20.58                | \$45.61      |
| Plasterers  | 5/1/2019              |                        | \$26.73            | \$20.63                | \$47.36      |
| Plasterers  | 5/1/2020              |                        | \$27.48            | \$20.83                | \$48.31      |
| Plumber/Pipefitter  | 5/1/2016              |                        | \$35.22            | \$23.61                | \$58.83      |
| Plumber/Pipefitter  | 5/1/2017              |                        | \$35.82            | \$24.51                | \$60.33      |
| Plumber/Pipefitter  | 5/1/2018              |                        | \$36.87            | \$25.26                | \$62.13      |
| Plumber/Pipefitter  | 5/1/2019              |                        | \$37.52            | \$26.41                | \$63.93      |
| Plumber/Pipefitter  | 5/1/2020              |                        | \$37.52            | \$28.21                | \$65.73      |
| Roofers (Composition)   | 5/1/2017              |                        | \$36.15            | \$30.22                | \$66.37      |
| Roofers (Composition)   | 5/1/2018              |                        | \$37.15            | \$31.27                | \$68.42      |

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| <b>Project: 20-03714 - Building</b> | <b>Effective Date</b> | <b>Expiration Date</b> | <b>Hourly Rate</b> | <b>Fringe Benefits</b> | <b>Total</b> |
|-------------------------------------|-----------------------|------------------------|--------------------|------------------------|--------------|
| Roofers (Composition)               | 5/1/2019              |                        | \$38.35            | \$31.80                | \$70.15      |
| Roofers (Composition)               | 5/1/2020              |                        | \$39.50            | \$32.30                | \$71.80      |
| Roofers (Shingle)                   | 5/1/2016              |                        | \$25.70            | \$19.17                | \$44.87      |
| Roofers (Shingle)                   | 5/1/2019              |                        | \$28.50            | \$20.87                | \$49.37      |
| Roofers (Shingle)                   | 5/1/2020              |                        | \$29.50            | \$21.25                | \$50.75      |
| Roofers (Slate & Tile)              | 5/1/2016              |                        | \$28.70            | \$19.17                | \$47.87      |
| Roofers (Slate & Tile)              | 5/1/2018              |                        | \$30.50            | \$20.37                | \$50.87      |
| Roofers (Slate & Tile)              | 5/1/2019              |                        | \$31.50            | \$20.87                | \$52.37      |
| Roofers (Slate & Tile)              | 5/1/2020              |                        | \$32.50            | \$21.25                | \$53.75      |
| Sheet Metal Workers                 | 6/1/2016              |                        | \$33.60            | \$33.43                | \$67.03      |
| Sheet Metal Workers                 | 6/1/2017              |                        | \$33.98            | \$35.40                | \$69.38      |
| Sheet Metal Workers                 | 6/1/2018              |                        | \$34.78            | \$36.45                | \$71.23      |
| Sheet Metal Workers                 | 6/1/2019              |                        | \$36.08            | \$37.65                | \$73.73      |
| Sheet Metal Workers                 | 6/1/2020              |                        | \$36.08            | \$40.15                | \$76.23      |
| Sheet Metal Workers                 | 6/1/2021              |                        | \$36.08            | \$42.65                | \$78.73      |
| Sprinklerfitters                    | 4/1/2017              |                        | \$37.40            | \$21.74                | \$59.14      |
| Sprinklerfitters                    | 4/1/2018              |                        | \$38.80            | \$22.74                | \$61.54      |
| Terrazzo Finisher                   | 5/1/2017              |                        | \$31.64            | \$15.62                | \$47.26      |
| Terrazzo Finisher                   | 5/1/2018              |                        | \$32.35            | \$15.91                | \$48.26      |
| Terrazzo Finisher                   | 5/1/2019              |                        | \$33.04            | \$16.22                | \$49.26      |
| Terrazzo Finisher                   | 5/1/2020              |                        | \$32.26            | \$18.48                | \$50.74      |
| Terrazzo Grinder                    | 5/1/2020              |                        | \$32.95            | \$18.48                | \$51.43      |
| Terrazzo Mechanics                  | 5/1/2020              |                        | \$32.91            | \$20.11                | \$53.02      |
| Terrazzo Setter                     | 5/1/2017              |                        | \$30.63            | \$18.85                | \$49.48      |
| Terrazzo Setter                     | 5/1/2018              |                        | \$31.23            | \$19.25                | \$50.48      |
| Terrazzo Setter                     | 5/1/2019              |                        | \$31.81            | \$19.67                | \$51.48      |
| Tile & Marble Finisher              | 5/1/2017              |                        | \$26.89            | \$13.86                | \$40.75      |
| Tile & Marble Finisher              | 5/1/2018              |                        | \$27.60            | \$14.15                | \$41.75      |
| Tile & Marble Finisher              | 5/1/2019              |                        | \$28.29            | \$14.46                | \$42.75      |
| Tile & Marble Finisher              | 5/1/2020              |                        | \$29.00            | \$14.75                | \$43.75      |
| Tile & Marble Finisher              | 5/1/2020              |                        | \$28.96            | \$14.79                | \$43.75      |
| Tile & Marble Finisher              | 5/1/2021              |                        | \$29.61            | \$15.14                | \$44.75      |
| Tile Setter                         | 5/1/2017              |                        | \$29.27            | \$15.62                | \$44.89      |
| Tile Setter                         | 5/1/2018              |                        | \$29.88            | \$16.01                | \$45.89      |
| Tile Setter                         | 5/1/2019              |                        | \$30.46            | \$16.43                | \$46.89      |
| Tile Setter                         | 5/1/2020              |                        | \$31.02            | \$16.87                | \$47.89      |
| Tile Setter                         | 5/1/2020              |                        | \$31.02            | \$16.87                | \$47.89      |
| Tile Setter                         | 5/1/2021              |                        | \$31.55            | \$17.34                | \$48.89      |
| Truckdriver class 1(see notes)      | 1/1/2016              |                        | \$27.44            | \$16.51                | \$43.95      |
| Truckdriver class 1(see notes)      | 1/1/2020              |                        | \$29.79            | \$20.13                | \$49.92      |
| Truckdriver class 1(see notes)      | 1/1/2021              |                        | \$30.54            | \$20.88                | \$51.42      |
| Truckdriver class 1(see notes)      | 1/1/2022              |                        | \$31.29            | \$21.63                | \$52.92      |
| Truckdriver class 2 (see notes)     | 1/1/2016              |                        | \$27.61            | \$16.61                | \$44.22      |
| Truckdriver class 2 (see notes)     | 1/1/2020              |                        | \$30.25            | \$20.43                | \$50.68      |

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| <b>Project: 20-03714 - Building</b> | <b>Effective Date</b> | <b>Expiration Date</b> | <b>Hourly Rate</b> | <b>Fringe Benefits</b> | <b>Total</b> |
|-------------------------------------|-----------------------|------------------------|--------------------|------------------------|--------------|
| Truckdriver class 2 (see notes)     | 1/1/2021              |                        | \$31.00            | \$21.18                | \$52.18      |
| Truckdriver class 2 (see notes)     | 1/1/2022              |                        | \$31.75            | \$21.93                | \$53.68      |
| Truckdriver class 3 (see notes)     | 1/1/2016              |                        | \$28.10            | \$16.88                | \$44.98      |
| Window Film / Tint Installer        | 6/1/2019              |                        | \$24.52            | \$12.08                | \$36.60      |

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| <b>Project: 20-03714 - Heavy/Highway</b> | <b>Effective Date</b> | <b>Expiration Date</b> | <b>Hourly Rate</b> | <b>Fringe Benefits</b> | <b>Total</b> |
|--|-----------------------|------------------------|--------------------|------------------------|--------------|
| Carpenter                                | 1/1/2020              |                        | \$34.77            | \$18.92                | \$53.69      |
| Carpenter                                | 1/1/2021              |                        | \$35.78            | \$19.41                | \$55.19      |
| Carpenter                                | 1/1/2022              |                        | \$36.77            | \$19.92                | \$56.69      |
| Carpenter Welder                         | 1/1/2017              |                        | \$33.10            | \$17.14                | \$50.24      |
| Carpenter Welder                         | 1/1/2018              |                        | \$33.87            | \$17.77                | \$51.64      |
| Carpenter Welder                         | 1/1/2019              |                        | \$34.72            | \$18.42                | \$53.14      |
| Carpenter Welder                         | 1/1/2020              |                        | \$35.72            | \$18.92                | \$54.64      |
| Carpenter Welder                         | 1/1/2021              |                        | \$36.73            | \$19.41                | \$56.14      |
| Carpenter Welder                         | 1/1/2022              |                        | \$37.72            | \$19.92                | \$57.64      |
| Carpenters                               | 1/1/2017              |                        | \$32.15            | \$17.14                | \$49.29      |
| Carpenters                               | 1/1/2018              |                        | \$32.92            | \$17.77                | \$50.69      |
| Carpenters                               | 1/1/2019              |                        | \$33.77            | \$18.42                | \$52.19      |
| Cement Finishers                         | 5/1/2017              |                        | \$30.14            | \$19.40                | \$49.54      |
| Cement Finishers                         | 1/1/2018              |                        | \$31.04            | \$19.90                | \$50.94      |
| Cement Finishers                         | 1/1/2019              |                        | \$31.94            | \$20.50                | \$52.44      |
| Cement Masons                            | 1/1/2020              |                        | \$32.84            | \$21.10                | \$53.94      |
| Electric Lineman                         | 5/29/2017             |                        | \$44.22            | \$23.94                | \$68.16      |
| Electric Lineman                         | 5/28/2018             |                        | \$45.25            | \$24.94                | \$70.19      |
| Electric Lineman                         | 5/27/2019             |                        | \$46.32            | \$25.97                | \$72.29      |
| Iron Workers                             | 1/1/2017              |                        | \$30.02            | \$29.42                | \$59.44      |
| Laborers (Class 01 - See notes)          | 1/1/2017              |                        | \$24.75            | \$20.95                | \$45.70      |
| Laborers (Class 01 - See notes)          | 1/1/2018              |                        | \$24.75            | \$22.35                | \$47.10      |
| Laborers (Class 01 - See notes)          | 1/1/2019              |                        | \$24.75            | \$23.85                | \$48.60      |
| Laborers (Class 01 - See notes)          | 1/1/2020              |                        | \$26.00            | \$24.10                | \$50.10      |
| Laborers (Class 01 - See notes)          | 1/1/2021              |                        | \$26.80            | \$24.80                | \$51.60      |
| Laborers (Class 01 - See notes)          | 1/1/2022              |                        | \$27.60            | \$25.50                | \$53.10      |
| Laborers (Class 02 - See notes)          | 1/1/2017              |                        | \$24.91            | \$20.95                | \$45.86      |
| Laborers (Class 02 - See notes)          | 1/1/2018              |                        | \$24.91            | \$22.35                | \$47.26      |
| Laborers (Class 02 - See notes)          | 1/1/2019              |                        | \$24.91            | \$23.85                | \$48.76      |
| Laborers (Class 02 - See notes)          | 1/1/2020              |                        | \$26.16            | \$24.10                | \$50.26      |
| Laborers (Class 02 - See notes)          | 1/1/2021              |                        | \$26.96            | \$24.80                | \$51.76      |
| Laborers (Class 02 - See notes)          | 1/1/2022              |                        | \$27.76            | \$25.50                | \$53.26      |
| Laborers (Class 03 - See notes)          | 1/1/2017              |                        | \$25.40            | \$20.95                | \$46.35      |
| Laborers (Class 03 - See notes)          | 1/1/2018              |                        | \$25.40            | \$22.35                | \$47.75      |
| Laborers (Class 03 - See notes)          | 1/1/2019              |                        | \$25.40            | \$23.85                | \$49.25      |
| Laborers (Class 03 - See notes)          | 1/1/2020              |                        | \$26.65            | \$24.10                | \$50.75      |
| Laborers (Class 03 - See notes)          | 1/1/2021              |                        | \$27.45            | \$24.80                | \$52.25      |
| Laborers (Class 03 - See notes)          | 1/1/2022              |                        | \$28.25            | \$25.50                | \$53.75      |
| Laborers (Class 04 - See notes)          | 1/1/2017              |                        | \$25.85            | \$20.95                | \$46.80      |
| Laborers (Class 04 - See notes)          | 1/1/2018              |                        | \$25.85            | \$22.35                | \$48.20      |
| Laborers (Class 04 - See notes)          | 1/1/2019              |                        | \$25.85            | \$23.85                | \$49.70      |
| Laborers (Class 04 - See notes)          | 1/1/2020              |                        | \$27.10            | \$24.10                | \$51.20      |
| Laborers (Class 04 - See notes)          | 1/1/2022              |                        | \$28.70            | \$25.50                | \$54.20      |
| Laborers (Class 05 - See notes)          | 1/1/2017              |                        | \$26.26            | \$20.95                | \$47.21      |

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|--|-----------------------|------------------------|--------------------|------------------------|--------------|
| Laborers (Class 05 - See notes)          | 1/1/2018              |                        | \$26.26            | \$22.35                | \$48.61      |
| Laborers (Class 05 - See notes)          | 1/1/2019              |                        | \$26.26            | \$23.85                | \$50.11      |
| Laborers (Class 05 - See notes)          | 1/1/2020              |                        | \$27.51            | \$24.10                | \$51.61      |
| Laborers (Class 05 - See notes)          | 1/1/2021              |                        | \$28.31            | \$24.80                | \$53.11      |
| Laborers (Class 05 - See notes)          | 1/1/2022              |                        | \$29.11            | \$25.50                | \$54.61      |
| Laborers (Class 06 - See notes)          | 1/1/2017              |                        | \$23.10            | \$20.95                | \$44.05      |
| Laborers (Class 06 - See notes)          | 1/1/2018              |                        | \$23.10            | \$22.35                | \$45.45      |
| Laborers (Class 06 - See notes)          | 1/1/2019              |                        | \$23.10            | \$23.85                | \$46.95      |
| Laborers (Class 06 - See notes)          | 1/1/2020              |                        | \$24.35            | \$24.10                | \$48.45      |
| Laborers (Class 06 - See notes)          | 1/1/2021              |                        | \$25.15            | \$24.80                | \$49.95      |
| Laborers (Class 06 - See notes)          | 1/1/2022              |                        | \$25.95            | \$25.50                | \$51.45      |
| Laborers (Class 07 - See notes)          | 1/1/2017              |                        | \$25.75            | \$20.95                | \$46.70      |
| Laborers (Class 07 - See notes)          | 1/1/2018              |                        | \$25.75            | \$22.35                | \$48.10      |
| Laborers (Class 07 - See notes)          | 1/1/2019              |                        | \$25.75            | \$23.85                | \$49.60      |
| Laborers (Class 07 - See notes)          | 1/1/2020              |                        | \$27.00            | \$24.10                | \$51.10      |
| Laborers (Class 07 - See notes)          | 1/1/2021              |                        | \$27.80            | \$24.80                | \$52.60      |
| Laborers (Class 07 - See notes)          | 1/1/2022              |                        | \$28.60            | \$25.50                | \$54.10      |
| Laborers (Class 08 - See notes)          | 1/1/2017              |                        | \$27.25            | \$20.95                | \$48.20      |
| Laborers (Class 08 - See notes)          | 1/1/2018              |                        | \$27.25            | \$22.35                | \$49.60      |
| Laborers (Class 08 - See notes)          | 1/1/2019              |                        | \$27.25            | \$23.85                | \$51.10      |
| Laborers (Class 08 - See notes)          | 1/1/2020              |                        | \$28.50            | \$24.10                | \$52.60      |
| Laborers (Class 08 - See notes)          | 1/1/2021              |                        | \$29.30            | \$24.80                | \$54.10      |
| Laborers (Class 08 - See notes)          | 1/1/2022              |                        | \$30.10            | \$25.50                | \$55.60      |
| Operators (Class 01 - see notes)         | 1/1/2017              |                        | \$30.40            | \$19.98                | \$50.38      |
| Operators (Class 01 - see notes)         | 1/1/2018              |                        | \$31.00            | \$20.78                | \$51.78      |
| Operators (Class 01 - see notes)         | 1/1/2019              |                        | \$31.60            | \$21.68                | \$53.28      |
| Operators (Class 01 - see notes)         | 1/1/2020              |                        | \$32.60            | \$22.23                | \$54.83      |
| Operators (Class 01 - see notes)         | 1/1/2021              |                        | \$33.60            | \$22.73                | \$56.33      |
| Operators (Class 01 - see notes)         | 1/1/2022              |                        | \$34.50            | \$23.33                | \$57.83      |
| Operators (Class 02 -see notes)          | 1/1/2017              |                        | \$30.12            | \$19.98                | \$50.10      |
| Operators (Class 02 -see notes)          | 1/1/2018              |                        | \$30.72            | \$20.78                | \$51.50      |
| Operators (Class 02 -see notes)          | 1/1/2019              |                        | \$31.32            | \$21.68                | \$53.00      |
| Operators (Class 02 -see notes)          | 1/1/2020              |                        | \$32.32            | \$22.23                | \$54.55      |
| Operators (Class 02 -see notes)          | 1/1/2021              |                        | \$33.32            | \$22.73                | \$56.05      |
| Operators (Class 02 -see notes)          | 1/1/2022              |                        | \$34.22            | \$23.33                | \$57.55      |
| Operators (Class 03 - See notes)         | 1/1/2017              |                        | \$26.48            | \$19.98                | \$46.46      |
| Operators (Class 03 - See notes)         | 1/1/2018              |                        | \$27.08            | \$20.78                | \$47.86      |
| Operators (Class 03 - See notes)         | 1/1/2019              |                        | \$27.68            | \$21.68                | \$49.36      |
| Operators (Class 03 - see notes)         | 1/1/2020              |                        | \$28.68            | \$22.23                | \$50.91      |
| Operators (Class 03 - see notes)         | 1/1/2021              |                        | \$29.68            | \$22.73                | \$52.41      |
| Operators (Class 03 - See notes)         | 1/1/2022              |                        | \$30.58            | \$23.33                | \$53.91      |
| Operators (Class 04 - See notes)         | 1/1/2017              |                        | \$25.99            | \$19.98                | \$45.97      |
| Operators (Class 04 - See notes)         | 1/1/2018              |                        | \$26.59            | \$20.78                | \$47.37      |
| Operators (Class 04 - See notes)         | 1/1/2019              |                        | \$27.19            | \$21.68                | \$48.87      |

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

| <b>Project: 20-03714 - Heavy/Highway</b>            | <b>Effective Date</b> | <b>Expiration Date</b> | <b>Hourly Rate</b> | <b>Fringe Benefits</b> | <b>Total</b> |
|---|-----------------------|------------------------|--------------------|------------------------|--------------|
| Operators (Class 04 - See notes)                    | 1/1/2020              |                        | \$28.19            | \$22.23                | \$50.42      |
| Operators (Class 04 - See notes)                    | 1/1/2021              |                        | \$29.19            | \$22.73                | \$51.92      |
| Operators (Class 04 - See notes)                    | 1/1/2022              |                        | \$30.09            | \$23.33                | \$53.42      |
| Operators (Class 05 - See notes)                    | 1/1/2017              |                        | \$25.78            | \$19.98                | \$45.76      |
| Operators (Class 05 - See notes)                    | 1/1/2018              |                        | \$26.38            | \$20.78                | \$47.16      |
| Operators (Class 05 - See notes)                    | 1/1/2019              |                        | \$26.98            | \$21.68                | \$48.66      |
| Operators (Class 05 - See notes)                    | 1/1/2020              |                        | \$27.98            | \$22.23                | \$50.21      |
| Operators (Class 05 - See notes)                    | 1/1/2021              |                        | \$28.98            | \$22.73                | \$51.71      |
| Operators (Class 05 - See notes)                    | 1/1/2022              |                        | \$29.88            | \$23.33                | \$53.21      |
| Painters Class 1 (see notes)                        | 5/1/2018              |                        | \$23.92            | \$14.37                | \$38.29      |
| Painters Class 2 (see notes)                        | 5/1/2018              |                        | \$26.05            | \$14.37                | \$40.42      |
| Painters Class 3 (see notes)                        | 5/1/2018              |                        | \$31.80            | \$14.37                | \$46.17      |
| Painters Class 3 (see notes)                        | 5/1/2019              |                        | \$32.45            | \$15.22                | \$47.67      |
| Pile Driver Divers (Building, Heavy, Highway)       | 1/1/2017              |                        | \$49.13            | \$17.95                | \$67.08      |
| Pile Driver Divers (Building, Heavy, Highway)       | 1/1/2018              |                        | \$50.33            | \$18.55                | \$68.88      |
| Pile Driver Divers (Building, Heavy, Highway)       | 1/1/2019              |                        | \$51.45            | \$19.30                | \$70.75      |
| Pile Driver Divers (Building, Heavy, Highway)       | 1/1/2020              |                        | \$53.10            | \$19.70                | \$72.80      |
| Pile Driver Divers (Building, Heavy, Highway)       | 1/1/2021              |                        | \$54.75            | \$20.10                | \$74.85      |
| Pile Driver Divers (Building, Heavy, Highway)       | 1/1/2022              |                        | \$56.40            | \$20.50                | \$76.90      |
| Piledrivers   | 1/1/2017              |                        | \$32.75            | \$17.95                | \$50.70      |
| Piledrivers   | 1/1/2018              |                        | \$33.55            | \$18.55                | \$52.10      |
| Piledrivers   | 1/1/2019              |                        | \$34.30            | \$19.30                | \$53.60      |
| Piledrivers   | 1/1/2020              |                        | \$35.40            | \$19.70                | \$55.10      |
| Piledrivers   | 1/1/2021              |                        | \$36.50            | \$20.10                | \$56.60      |
| Piledrivers   | 1/1/2022              |                        | \$37.60            | \$20.50                | \$58.10      |
| Steamfitters (Heavy and Highway - Gas Distribution) | 5/1/2017              |                        | \$40.98            | \$32.53                | \$73.51      |
| Truckdriver class 1(see notes)                      | 1/1/2017              |                        | \$27.93            | \$17.32                | \$45.25      |
| Truckdriver class 1(see notes)                      | 1/1/2018              |                        | \$28.36            | \$18.29                | \$46.65      |
| Truckdriver class 1(see notes)                      | 1/1/2019              |                        | \$28.83            | \$19.32                | \$48.15      |
| Truckdriver class 1(see notes)                      | 1/1/2020              |                        | \$29.79            | \$20.13                | \$49.92      |
| Truckdriver class 1(see notes)                      | 1/1/2021              |                        | \$30.54            | \$20.88                | \$51.42      |
| Truckdriver class 1(see notes)                      | 1/1/2022              |                        | \$31.29            | \$21.63                | \$52.92      |
| Truckdriver class 2 (see notes)                     | 1/1/2017              |                        | \$28.10            | \$17.42                | \$45.52      |
| Truckdriver class 2 (see notes)                     | 1/1/2018              |                        | \$28.52            | \$18.40                | \$46.92      |
| Truckdriver class 2 (see notes)                     | 1/1/2019              |                        | \$28.99            | \$19.43                | \$48.42      |
| Truckdriver class 2 (see notes)                     | 1/1/2020              |                        | \$30.25            | \$20.43                | \$50.68      |
| Truckdriver class 2 (see notes)                     | 1/1/2021              |                        | \$31.00            | \$21.18                | \$52.18      |
| Truckdriver class 2 (see notes)                     | 1/1/2022              |                        | \$31.75            | \$21.93                | \$53.68      |
| Truckdriver class 3 (see notes)                     | 1/1/2017              |                        | \$28.57            | \$17.71                | \$46.28      |
| Truckdriver class 3 (see notes)                     | 1/1/2018              |                        | \$28.98            | \$18.70                | \$47.68      |
| Truckdriver class 3 (see notes)                     | 1/1/2019              |                        | \$29.45            | \$19.73                | \$49.18      |

## KEY COMPLIANCE GUIDELINES

It is suggested that a copy of this complete document be given to your Project, Construction Manager, and/or Architect so that they are fully aware of the RACP requirements related to each. This document should be included in your bid packages, and should be made an addendum to any and all construction contracts, plans and specifications related to the RACP project.

Compliance with all RACP requirements, including the key items in these guidelines will be monitored frequently throughout the construction phase of your project and will be reviewed once more during the legislatively mandated close-out audit.

### COMPETITIVE BIDDING REQUIREMENTS

The sole and exclusive bidding requirement for RACP projects is in the Capital Facilities Debt Enabling Act (Act 67 of 2004), which states "Notwithstanding any other provision of law, the solicitation of a minimum of three written bids for all contracted construction work on redevelopment assistance capital projects shall be the sole requirement for the composition, solicitation, opening and award of bids on such projects." Unless the terms of the law change, the Office of the Budget cannot grant waivers for bidding requirements to Grantees.

RACP projects are not subject to separation of trades. You are REQUIRED to solicit a minimum of three (3) bids for "all generally contracted work" being performed within the RACP defined scope of work. You are not required to receive three (3) bid responses. However, you should provide documentation to prove that at least three bids were solicited by providing copies of the solicitation letters (preferably on letterhead of the bidding entity) used in the bidding process. You are not required to select the lowest bidder, but if you do not, you will have to provide a brief written justification for your selection. Note: there is NO threshold level under the RACP program regardless of the size or dollar amount associated with the work to be performed. You need to show that you solicited a minimum of three (3) bids for any contract to be eligible for RACP.

Bidding is acceptable at either the general contractor level (described in option a. below) or at the sub-contractor level (described in option b. below):

- **General Contractor (GC) Level** - If you chose to bid at the GC level, please note that the bid should encompass the entire RACP scope of work to be performed including all associated construction work. The dollar amount bid on the project must include 100% of the work to be performed by the GC and the sub-contractors. Bidding at the GC level will require submission of bidding and construction related documents at the GC level only (see Sub-Contractor level below for a distinction)
- **Sub-Contractor Level** - If you choose not to solicit three bids for a General Contractor, then you are required to solicit a minimum of three bids for EACH Sub-Contractor covering all trades involved in the project. Note that any self-performed work by a non-bid GC is NOT an eligible cost for reimbursement OR match purposes. Bidding at the Sub-Contractor level will require submission of bidding and construction related documents at the sub level...meaning proof of

bidding, construction contracts, payment and performance bonds, insurance etc. will need to be provided for every sub-contractor in the RACP scope.

Professional Services: Professional services associated with the project are not required to be bid as these associated costs are only eligible as match.

Change Orders: Grantees and/or Sub-Grantees are not required to competitively bid out change orders as long as the work was within the RACP scope of the original bid and is less than 20% of the total contract. If a change order is for work beyond the RACP scope of work originally bid, the Grantee will be required to competitively bid out the new scope of work in order to be considered RACP eligible.

## **PENNSYLVANIA STEEL PRODUCTS PROCUREMENT ACT**

The Office of the Budget (OB) cannot grant waivers to the Pennsylvania Steel Products Procurement Act (SPPA) unless the terms of the law change. All RACP Grantees must comply with the SPPA. If a Grantee/RACP project fails to abide by the SPPA, it does so at its own risk.

[A full explanation on the RACP steel requirements is available as a PDF download.](#)

Up to 2011, OB only accepted the ST-4 Form (justification for the use of foreign steel) that the Department of General Services (DGS) had exclusively devised to address exceptions linked to the requirements of the SPPA, when it was necessary. Since 2011, OB has approved the acceptability of two more DGS ST Forms (ST-2, ST-3) with some caveats, providing that the forms are properly filled out. The ST-1 Form will not be accepted by OB. It is not necessary for the ST-2, ST-3, and ST-4 Forms to be notarized.

Effective January 1, 2013, OB began utilizing the DGS Exempt Machinery and Equipment Steel Products listings ([2019](#), [2018](#), [2017](#)) as part of our steel policy. DGS published a Statement of Policy- Steel products procurement in the Pennsylvania Bulletin Volume 43, Number 6 dated February 9, 2013 (See PA Bulletin #43, pages 85-86) that discussed the exemption of certain steel products, based on their analysis of ST-4 forms submitted that list products not produced domestically in sufficient quantity. DGS publishes an updated "Exemption List" annually.

Please be aware that ST forms are acceptable only in cases where nonstructural steel needs to be addressed. The DGS ST forms do not replace the steel certification forms associated with structural steel. OB will continue to require the submission of steel mill certifications to demonstrate compliance with the steel requirements for structural steel.

The PDF copies of the three acceptable ST Forms for RACP listed below can be obtained from the RACP website:

- [ST-2 Steel Origin Certification: Non-Identifiable, Non-Structural Steel](#)
- [ST-3 75% U.S. Manufacture Certification](#)
- [ST-4 Not Domestically Manufactured: Prime Contractor](#) (only to be used when requesting items to be exempted that are not found on the current year's List of Exempt Machinery and Equipment Steel Products)

It is suggested that the certifications be collected at the time any steel for the project is purchased and delivered to ease the collection process.

Be advised that OB DOES NOT need to approve the ST forms prior to the start of the construction period. The ST forms need to be submitted to demonstrate that compliance, when and where necessary, has been met.

We shall deem as ineligible all contracts that are unable to demonstrate compliance via the submission of steel certifications for Structural Steel and for Non-structural Steel the submission of steel certifications and/or ST forms and/or DGS Exempt Machinery and Equipment Steel Products List. Therefore, the value of construction contracts associated with non-compliant steel will be removed (both materials and labor costs) from the scope of the project, which may in turn affect the project's ability to leverage their full grant amount (project may not receive its full grant).

Recycled products, melted from previously used steel, are acceptable, providing that adequate documentation from the supplier has been furnished. The supplier shall certify that the recycled steel product was produced in the USA.

#### **TRADE PRACTICES ACT**

In accordance with the Trade Practices Act of July 23, 1968, P.L. 686 (71 P.S. § 773.101 et seq.), the Grantee cannot and shall not use or permit to be used in the work any aluminum or steel products made in a foreign country which is listed below as a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Argentina, Brazil, South Korea, and Spain have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed below, is not permitted:

- **Argentina:** carbon steel wire rod and cold-rolled carbon steel sheet.
- **Brazil:** welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless steel products, including hot-rolled stainless steel bar; stainless steel wire rod and cold-formed stainless steel bar; pre-stressed concrete steel wire strand; hot-rolled carbon steel plate in coil; hot-rolled carbon steel sheet; and cold-rolled carbon steel sheet.
- **South Korea:** welded carbon steel pipes and tubes; hot-rolled carbon steel plate; hot-rolled carbon steel sheet; and galvanized steel sheet.
- **Spain:** certain stainless steel products, including stainless steel wire rod, hot-rolled stainless steel bars; and cold-formed stainless steel bars; pre-stressed concrete steel wire strand; and certain steel products, including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes; galvanized carbon steel sheet, hot-rolled carbon steel bars, and cold-formed carbon steel bars.

Penalties for violation of the above paragraphs may be found in the Trade Practices Act, which penalties include becoming ineligible for public works contracts for a period of three years.

This provision in no way relieves the Grantee of responsibility to comply with those provisions which prohibit the use of foreign-made steel and cast iron products.

### **PUBLIC WORKS CONTRACTORS' BOND LAW (PAYMENT & PERFORMANCE BONDS)**

The requirement for 100% payment and performance (P&P) bonds is a state law; the Office of the Budget cannot waive this requirement.

A performance bond must be obtained at 100% of the contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications, and conditions of the contract. Such bond shall be solely for the protection of the contracting body which awarded said contract.

A payment bond must be obtained at 100% of the contract amount. Such bond shall be solely for the protection of claimants supplying labor or materials to the Grantee, its contractor or to any of its subcontractors, in the prosecution of the work provided for in such contract, and shall be conditioned for the prompt payment of all such material furnished or labor supplied or performed in the prosecution of the work. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

### **PA PREVAILING WAGE ACT (PWA)**

The Office of the Budget cannot grant waivers for the PA Prevailing Wage Act. All Grantees must comply with the act. Grantees that fail to abide by the Prevailing Wage Act do so at their own risk. Please do not assume that PA Prevailing Wage is always consistent with your local union wages.

All projects should apply for a wage determination letter prior to the start of construction by registering the project with the PA Department of Labor and Industry to obtain the prevailing wage rates relevant to your project. This determination sheet will provide the necessary trade classifications for the project, along with their corresponding hourly wage and hourly fringe rates that are required for the certified payrolls required as part of RACP. The wage determination should be obtained within 120 days of the award of construction contracts. If necessary, the Department of Labor and Industry can issue determinations letters after construction has begun.

The prevailing wage information and forms can be found on the [PA Department of Labor & Industry website](#).

### **AMERICANS WITH DISABILITIES ACT (ADA)**

Typically your architect should provide a letter stating the plans and specs are in compliance with ADA regulations. Additionally, the Grantee agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the commonwealth through contracts.

### **FIDELITY BONDS**

The Grantee shall procure and furnish evidence to OB of fidelity bonds with coverage to be maintained under the administrative title of the position in amounts and for such positions as are reasonably

determined by OB. Fidelity Bonding is also commonly known as "Employee Dishonesty Insurance." The minimum level of coverage should equal the average monthly RACP reimbursement amount based on the total grant amount.

### **INSURANCE REQUIREMENTS**

- Worker's Compensation Insurance - The Grantee shall provide Worker's Compensation Insurance where required, and shall accept full responsibility for the payment of premiums for Worker's Compensation Insurance and Social Security, as well as income tax withholding and any other taxes or payroll deductions required by law for its employees who are performing services related to the project.
- General Liability & Property Damage Insurance - The Grantee will provide and maintain comprehensive general liability and property damage insurance in the minimum amount of \$250,000.00 per person for injury and death in a single occurrence; \$1,000,000.00 per occurrence for injury or death of more than one (1) person in a single occurrence; and \$500,000.00 for a single occurrence of property damage, and which shall be endorsed to protect the commonwealth.
- Flood Insurance – If the project is wholly or partially within a floodplain, proof of sufficient flood insurance coverage must be provided. In any case, a project is required to provide a copy of a floodplain map of the project area, with the project site being delineated thereon.

*Identify Commonwealth as Additional Insured:* The commonwealth shall be listed on the above insurance policies as an additional insured. Upon request, the Grantee shall furnish proof of insurance as required by this section to OB.

### **RESTRICTIONS ON GOVERNMENTAL ENTITIES SELLING RACP PROJECTS**

Article 8 of the RACP Grant Agreement spells out sale price restrictions for a governmental entity that sells property that was acquired and/or improved with RACP funds. The restrictions are required to insure that the Grantees CANNOT sell the property for a net gain or even recoup the value of the grant in the sale price. [A PDF download is available that contains more information on Article 8.](#)

**GUIDANCE ON STEEL CERTIFICATION RELATIVE TO THE  
REDEVELOPMENT ASSISTANCE CAPITAL PROGRAM (RACP)**

*Updated December 2019*

The following guidance is a clarification from the Office of the Budget (OB) regarding the requirements associated with the Pennsylvania Steel Products Procurement Act (SPPA) relative to the RACP program whose statutes are regulated under Act 1 of 1999, as amended. In the past, many a grantee has inquired about specific cases and we were able to provide each individual project with specific directions. Additionally, we had only accepted the ST-4 form that the Department of General Services (DGS) had exclusively devised to address exceptions linked to the requirements of the SPPA in the handling of special cases or exceptions. Please note that cost consideration (or convenience) is not an acceptable justification that the ST-4 form can address. Filled out ST-4 forms premised on cost consideration will not be accepted by OB.

Effective immediately, OB will accept two more DGS ST forms (ST-2, ST-3) with some caveats, providing that the forms are properly filled out. The ST-1 form is NOT a valid option and shall NOT be accepted by OB. It is not necessary for the ST-2, ST-3, and ST-4 forms to be notarized. Please, be advised that this guidance is specifically tailored to suit the published and programmatic needs of OB as the overseer of RACP program. This is not a commonwealth-wide policy. Any attempt to impose this guidance on other state agencies is strongly discouraged.

Please, be aware that the aforementioned ST forms are acceptable only in cases where non-structural steel needs to be addressed. The DGS ST forms do not replace the steel certification forms associated with structural steel. It remains the responsibility of the project representatives to provide documented evidence that a non-structural steel product is not domestically produced in sufficient quantities.

OB shall continue to require that steel mill certifications be submitted to demonstrate compliance with the steel requirements. Please, be further advised that OB DOES NOT need to approve the ST forms prior to the start of the construction period. The ST forms need to be submitted to demonstrate that compliance, when and where necessary, has been met. The ST forms exceptions are displayed below. Please, contact us if you have any questions.

It is suggested that the certifications be collected at the time any steel for the project is purchased and delivered to ease the collection process.

Effective January 1, 2013 OB began utilizing the DGS Exempt Machinery and Equipment Steel Products listings as part of the RACP steel policy. DGS published a Statement of Policy - Steel Products Procurement in the Pennsylvania Bulletin Volume 43, Number 6 dated February 9, 2013 (See PA Bulletin #43, pages 85-86) that discussed their production of an annual list, based on their analysis of submitted ST-4 forms, which exempts certain steel products not produced domestically in sufficient quantity.

No other changes in RACP steel policy resulted from this new adjustment; consequently, the use of steel certificates for structural steel will still be required. Please note that the use of ST 2,

3, and 4, as requested for other steel products, will still be utilized unless an exemption based on the list has been formulated and forwarded to OB.

RACP Policy for Compliance with the Steel Products Procurement Act:

Two distinct approaches are presented below:

#### Structural Steel Products

Pursuant to the SPPA, OB will require a mill certificate containing the statement “milled, melted, and manufactured in the USA” for all structural steel products used on RACP projects. We shall deem as ineligible all contracts that are unable to demonstrate compliance via the submission of steel certifications. Therefore, the value of construction contracts associated with non-compliant steel will be removed (both materials and labor costs) from the scope of the project.

#### Non-Structural Steel Products

Pursuant to the SPPA, OB will require, either, a mill certificate containing the statement “milled, melted, and manufactured in the USA” or the appropriate ST form or an **Exemption Request** to utilize the DGS current years’ [Final List of Exempt Machinery and Equipment Steel Products](#) to demonstrate compliance associated with the non-structural steel products used on RACP projects. OB shall deem as ineligible all contracts that are unable to demonstrate compliance via the submission of steel certifications/ST forms/**Exemption Request** based on the DGS Exempt Machinery and Equipment Steel Products listing. Therefore, the value of construction contracts associated with non-compliant steel will be removed (both materials and labor costs) from the scope of the project.

Recycled products, melted from previously used steel, are acceptable, providing that adequate documentation from the supplier has been furnished. The supplier shall certify that the recycled steel product was produced in the USA.

Furthermore, the burden of proof for all non-structural steel products not produced domestically in sufficient quantities is still the project’s responsibility to provide.

Please be aware that the acceptance of ST forms is contingent upon the form being fully filled-in and compliant with the submission guidelines for steel certifications for DGS projects (see attached) with the following exceptions:

- A. It is not necessary for the forms to be notarized. All ST forms must contain original signatures (i.e. not electronic or stamped).
- B. Any questions regarding steel certification submissions and/or compliance with the Act shall be submitted to OB (Scott Bowman - [scotbowman@pa.gov](mailto:scotbowman@pa.gov)).
- C. The Steel certification forms do NOT need to be submitted and approved by OB before the steel product arrives on site so as not to interfere with the project construction schedule.
- D. OB assumes responsibility for acceptance of the DGS ST forms in accordance

with this policy.

Completion of the ST-2, ST-3, and ST-4 forms shall follow the DGS directions attached to the form with the following exceptions:

- ST forms do NOT need to be submitted and approved by OB before the steel product arrives on site so as not to interfere with the construction schedule.
- RACP ME# assigned to the project shall be inserted in all areas requiring the DGS contract number (Line#5).
- RACP official project name shall be inserted in all areas requiring the contract title (Line #6).

Note:

Acceptance of each ST form shall be determined by OB at its sole discretion. All documents and other information to be delivered in order to demonstrate compliance with the steel requirements shall be and are, in form, content and substance, subject to the approval of OB, which approval may be withheld or delayed at OB's discretion. OB reserves the right to reject all improperly filled out or unsupported ST forms.

Below are links to PDF copies of the three acceptable ST Forms that can be obtained from the RACP website:

- [ST-2 Steel Origin Certification: Non-Identifiable, Non-Structural Steel](#)
- [ST-3 75% U.S. Manufacture Certification](#)
- [ST-4 Not Domestically Manufactured: Prime Contractor](#) (only to be used when the items requested to be exempted are not found on the appropriate year's List of Exempt Machinery and Equipment Steel Products [see section below entitled "Year of DGS Exemption Listing to Use"])

To implement the RACP policy on Non-structural Steel Exemption Request utilizing the DGS's current years' Final List of Exempt Machinery and Equipment Steel Products, referred to as the "Exemption List", please follow the below requirements:

1. The Project must be under "active" construction (workers on site) on or AFTER 1/01/2013 (RACP effective date) to use the "Exemption List".
2. "Active" construction does not include performance of just "punch list" items.
3. Effective date is based on the "active" construction date and not the date the machinery and equipment were purchased.
4. There is no retroactive application of utilization of the "Exemption List".
5. No ST-4 form is required for a RACP Exemption Request based on the "Exemption List".
6. RACP Exemption Request (to utilize the "Exemption List") must come from a contractor involved in the construction of the project and be:
  - On Construction Company Letterhead.
  - Dated and Signed by appropriate company official (does not need to be notarized).
  - Lists any/all machinery and equipment that the Company is requesting to have exempted from ST-4 documentation.
  - All items listed on RACP Exemption Request letter must clearly match-up to an item on the appropriate year's "Exemption List" and the Exemption List year

- should be notated for each item.
- There can/may be multiple construction company RACP Exemption Request letters utilized for various machinery and equipment, as applicable, per project.
  - Exemption Request can be submitted directly by the project to OB or through the State Assigned Consultant for their project.
  - Any questions regarding the exemption request submission and/or compliance with the SPPA shall also be submitted to OB, to the attention of Scott Bowman, [Scotbowman@pa.gov](mailto:Scotbowman@pa.gov)

Year of DGS Exemption Listing to Use:

A project should be using the exemption listing for when they are in active construction. For example, if construction was active (and complete) in 2015 they would use the 2015 listing. If a project overlaps a calendar year, they should use the latest listing in which construction is active. For example, if construction is active in 2016 and 2017, they would use the 2017 listing.

If a project is phased, they should use the listing for the year they are in active construction for each phase. For example, if the first phase starts and ends in 2014 whereas the second phase starts and ends in 2015, the first phase would use the 2014 listing while the second phase would use the 2015 listing. If a phase overlaps a calendar year, follow the 1<sup>st</sup> paragraph above.

Among other items, the [DGS web page for Steel Products Procurement Act information](#) includes links for a copy of the [Act](#); the current year's [Final List of Exempt Machinery and Equipment Steel Products](#); the [PA Bulletin's Steel Products Procurement Act Statement of Policy](#); and [Frequently Asked Questions](#). Certain prior years DGS Exemption Lists are downloadable from the RACP website ([2019](#), [2018](#) & [2017](#)).

Please be aware that all other steel items not specifically exempted or that may require any type of interpretation would be discretionary to OB's policy. Be reminded that this exemption listing is not effective for structural steel.

Note:

Acceptance of each Exemption Request shall be determined by OB at its sole discretion. All documents and other information to demonstrate compliance with the steel requirements shall be in form, content and substance, subject to the approval of OB, which approval may be withheld or delayed at OB's discretion. OB reserves the right to reject all improperly filled out or unsupported Exemption Request.

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

**For**

**Sitework at the Commerce Street Electric Substation**

All prospective bidders who obtained the Bidding Documents electronically must fax this "Receipt of Confirmation" form no later than Monday October 5, 2020 at 9:00 a.m. EST to:

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

**The undersigned confirms receipt of all 101 pages of the bidding and contract documents dated September 17, 2020 for the project referenced above as posted electronically at [www.borough.chambersburg.pa.us](http://www.borough.chambersburg.pa.us).**

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

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

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

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

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

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

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

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