

SPECIFICATIONS AND CONTRACT DOCUMENTS

For

**BOROUGH OF CHAMBERSBURG
CONOCOCHIEAGUE CREEK CANOE/KAYAK LAUNCH AND FISHING DOCK**

Issued

March 24, 2025

Bids for items covered by these Specifications must be received by the Borough Secretary, 100 South Second Street, Chambersburg, Pennsylvania 17201, before 10:00 a.m., Monday, May 5, 2025.

**Borough Contact Name: Andrew Stottlemyer, Storm Sewer System Manager
Telephone 717-251-2434
astottlemyer@chambersburgpa.gov**

Proposal Submitted By:

NOTICE - SEEKING BIDS

BOROUGH OF CHAMBERSBURG CONOCOCHIEAGUE CREEK CANOE/KAYAK LAUNCH AND FISHING DOCK

The Borough of Chambersburg is accepting sealed bids for the Borough of Chambersburg Conococheague Creek Canoe/Kayak Launch and Fishing Dock project.

A complete proposal packet may be obtained from Jamia L. Wright, Borough Secretary, Borough of Chambersburg, 100 South Second Street, Chambersburg, PA 17201, Phone: (717) 251-2437 or by downloading it free from the Borough of Chambersburg Website; www.chambersburgpa.gov.

The Borough of Chambersburg Conococheague Creek Canoe/Kayak Launch and Fishing Dock work involves the construction of a canoe and kayak launch and fishing dock. A plan drawing has been prepared by Martin and Martin and David Black Associates and is included with this bid package.

Please be advised that this project is partially funded by a grant from the Pennsylvania Fish and Boat Commission through the Boating Facilities grant program. The successful bidder is required to adhere to all compliance requirements associated with the funding. Such requirements may be found in the grant agreement included with the Bidding Documents.

A Proposal Bond in the amount of ten percent (10%) of the bidder's maximum bid price is required to be accompanied with a Bid. A Performance Bond and Payment Bond each in the amount of one hundred percent (100%) of the contract price shall be required from the Successful Bidder. An anti-collusion affidavit is required for this Bid. The Contract will be subject to the Prevailing Minimum Wage Determination established by the Commonwealth of Pennsylvania, Department of Labor and Industry.

A non-mandatory pre-bid meeting will be held on Thursday, **April 3, 2025 at 10:00 a.m.** at Borough Hall, 100 South Second Street, Chambersburg, Pennsylvania.

Bids shall be submitted only on the enclosed Proposal Form included in the Bidding Documents. While Bidders may make comments to clarify their bid, Bidders cannot change, modify, delete, alter, amend or make additions to the wording to any of the Bidding Documents, including but not limited to the Agreement. Unauthorized conditions, exceptions, limitations, or provisions attached to a Bid may be cause for rejection of the Bid. Any questions regarding the Bidding Documents shall be submitted as Requests for Interpretation and the Bidding Documents may only be modified by Addendum 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 **10:00 a.m., on Monday, May 5, 2025**. 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 "Borough of Chambersburg Conococheague Creek Canoe/Kayak Launch and Fishing Dock project". If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "**STORM SEWER BID ENCLOSED**" on the face of it. Please mail Bids to Attention: Jamia L. Wright, Borough Secretary. Any Bidder and any member of the public may be present at the Bid opening.

Bids may be taken under advisement and the award of contract, if awarded, will be made within sixty (60) days after the date of the opening of the Bids, or otherwise provided by law. The Town Council reserves

the rights to formally accept a Bid and award a Contract by public announcement at a regular 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

BOROUGH OF CHAMBERSBURG CONOCOCHIEAGUE CREEK CANOE/KAYAK LAUNCH AND FISHING DOCK

1. Project Overview

The Borough of Chambersburg (the “Borough”) is seeking bids from qualified bidders for the general procurement of:

“Borough of Chambersburg Conococheague Creek Canoe/Kayak Launch and Fishing Dock Project”

(the “Work”), as further described in the Specifications herein.

The Borough of Chambersburg Conococheague Creek Canoe/Kayak Launch and Fishing Dock Project involves the construction of a canoe and kayak launch and fishing dock. A plan drawing has been prepared by Martin and Martin and David Black Associates and is included with this bid package.

2. Bidding Documents and Contract Documents

The Bidding Documents include the following documents:

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

3. Copies of Bidding Documents

A complete set of Bidding Documents may be obtained by the Bidder at:

Borough of Chambersburg, 100 S. Second Street, Chambersburg, PA 17201.

The Bidding Documents may also be obtained electronically at www.chambersburgpa.gov. All prospective Bidders who obtained the Bidding Documents electronically must fax a “Receipt of

Confirmation” form no later than 9:00 A.M. on Monday, May 5, 2025 to Jamia Wright at (717) 251-2437.

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 as evidenced by 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.

***Successful Bidder will be required to schedule an on-site pre-construction meeting with the Borough of Chambersburg and the Pennsylvania Fish and Boat Commission prior to construction commencement.**

5. **Qualifications of Bidders**

Upon the Borough’s request, a Bidder may be required to provide the Borough with at least three (3) references for similar work or product with applicable contact information within five (5) calendar days after the Bid opening date. These references shall verify that the Bidder has successfully delivered or performed similar projects or commodities. Submission of financial information is not required with the Bid, however, the Borough reserves the right to request such information within five (5) calendar days after the Bid opening date.

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 of 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.

Bidder certifies to the best of its knowledge and belief that within the last five years it has not:

1. Been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
2. Been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
3. Had any business license or professional license suspended or revoked;
4. Had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation, or anti-trust; and
5. Been, and is not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.

Bidder certifies for itself and any anticipated subcontractors that neither are under suspension or debarment by the Commonwealth of Pennsylvania or any governmental entity, instrumentality, or authority and, if Bidder cannot so certify, the it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made. Bidder also certifies that as of the date of its

Bid it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

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 but not limited to 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 for this purpose. Failure to arrange for inspection may disqualify Bidder.

6.2 Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to the Borough by the owners of such Underground Facilities or others, and the Borough does not assume responsibility for the accuracy or completeness thereof.

6.3 Before submitting a Bid, each Bidder shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Bidding Documents.

7. Interpretations and Addenda

Any questions or requests for interpretation of any provision of the Bidding Documents or the Project shall be made to Andrew Stottlemeyer, Storm Sewer System Manager, at 717-251-2434 or astottlemeyer@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 submission deadline 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 prescribed by the Bidding Documents except as provided otherwise by Laws 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 do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of this Paragraph 8, Contractor shall promptly notify the Borough and, within twenty (20) days after the event giving rise to such notification, provide another bond and surety.

8.2 Proposal Bonds. Each Bid must be accompanied by a Bid security made payable to the Borough in an amount of ten percent (10%) of Bidder's maximum Bid price 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 Paragraph 8. All instruments of Bid security shall be valid and remain in effect for at least one hundred twenty (120) days from the date of the bid opening. Substitute Bid Bond forms are not acceptable.

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

The Borough will return the Bid security and financial information, if any, of all Bidders, except the three apparent lowest responsible, responsive Bidders as determined by the Borough upon evaluation, within thirty (30) days after the date of Bid opening; and upon execution of the Agreement and furnishing of acceptable Contract bonds and insurance certificate by the Successful Bidder, the remaining Bid securities and financial information, if any, of each of the three lowest Bidders will also be returned.

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 two years 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. Substitutions and "Or Equal" Items

Bids shall be based on products, materials, equipment and methods covered in the Specifications and shown on any drawings included. When a specification includes the name or names of manufacturer(s), Bids shall be based on a product which: (1) meets all Specification requirements; and (2) is produced by one of the manufacturers specifically named in the Specifications for that particular Product.

Requests for substitutions, or for "or Equal" other those specified in the Specifications, will be considered by the Borough if submitted in writing at least five (5) days prior to the Bid opening date. The burden of proof of the merit of the proposed item is upon Bidder. The Borough's decision of approval or disapproval of a proposed item will be final. If the Borough approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

11. Public Works Employment Verification Act

The Contractor shall comply with the Pennsylvania Public Works Employment Verification Act, 71 P.S. § 656.1, *et seq.*, 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.

12. Pre-bid Meeting Information

A pre-bid meeting will be held on Thursday, April 3, 2025 at Borough Hall, 100 South Second Street, Chambersburg, PA 17201. Bidders are encouraged to attend and participate in the conference. Oral statements made at the pre-bid meeting by the Borough, its officers, employees, agents, and consultants may not be relied upon and will not be binding or legally effective. The Borough may release an Addendum in response to questions arising at the conference if deemed necessary or desirable by the Borough.

13. Proposal Form

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

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

The following should be considered by Bidder with Bid submission:

Tax: Pennsylvania sales tax is **not** to be included in the Bid. Tax exemption certificate will be furnished to the Successful Bidder. The Borough is sales tax exempt. However, the Contractor is not exempt from the obligation to follow appropriate tax laws in the procurement of materials and services used in the performance of this contract. Bidder shall obtain legal advice to determine how and to what extent the

Borough's tax exemption may be utilized by the Contractor. The Borough will provide, at the Contractor's request, documentation required to obtain applicable tax exemptions.

Prevailing Wage: 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.

14. 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 **"Borough of Chambersburg Conococheague Creek Canoe/Kayak Launch and Fishing Dock Project"**. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation **"STORM SEWER BID ENCLOSED"** on the face of it. Please mail bids to:

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

The Bidder is solely responsible for delivering a Bid to the Borough at the location of, and by the time of, the Bid opening designated in the Notice.

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

- Proposal
- Bidder Affidavit
- Non-Collusion Affidavit
- Proposal Bond
- Non-Discrimination / Sexual Harassment Clause
- Receipt of Addenda (if applicable)

Bidders may provide comments to clarify or describe their technical offer, **but Bidders cannot change, modify, delete, alter, amend or make additions to the wording to any of the Bidding Documents. Unauthorized conditions, exceptions, limitations, or provisions attached to the bid may be cause for rejection of the bid.** 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.

The Bidder acknowledges that the Project is funded, in part, with state grant funds. Submission of a bid for this Project will be considered the Contractors acknowledgment of these requirements and commitment to adhere to the same.

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

Law, accordingly.

15. 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.

16. 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.

17. Award of Contract

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

The Borough will correct discrepancies in Bidder's mathematical totals. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

In evaluating Bids, the Borough may conduct such investigations as the Borough deems necessary or desirable to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations

to perform and furnish the Work in accordance with the Contract Documents to the Borough's satisfaction within the prescribed time. The Borough reserves the right to interview Bidders.

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

The Successful Bidder is required to complete an Internal Revenue Service Form (W-9) providing the Bidder's taxpayer identification number (TIN), address, and, if applicable, certification regarding backup withholding. The Successful Bidder must submit a completed W-9 Form along with the executed Agreement. The Borough may waive this provision in the event the Borough is in possession of an accurate and up to date W-9 form.

18. Signing of Agreement

When the Borough gives a Notice of Intent to Award to the apparent Successful Bidder, it will be accompanied by two (2) 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 two (2) 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 withdrawn, 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.

GENERAL TERMS AND CONDITIONS

1. Labor and Equipment

Contractor agrees to furnish all labor, tools and equipment and to pay all 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. The Contractor shall allow the Borough reasonable time to perform such inspections or tests. The Borough shall give prompt notice to the 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 performed and completed in accordance with the Contract Documents and will not be defective. Contractor shall guarantee workmanship against defects or failures for a period of two (2) years 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 two (2) years 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 representation of Contractor's warranty and guarantee.

4. Permits, Licenses, etc.

All permits, licenses, inspections, ratings, certificates and/or approvals related to the installation of the Work, or delivery of such commodities is the sole responsibility of Contractor and all costs and/or expenses for such should be included in the 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 written 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 quantity and type of item plus unit price. Payments shall be subject to the retainage provisions of Paragraph 5 of the Agreement.

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

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. Chambersburg, its elected officials and employees, and the Commonwealth Financing Authority 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 until thirty (30) days prior notice has been given to the Borough. Contractor agrees to furnish an original copy prior to signing and maintain during the term of this Agreement, or until delivery of the goods, commodities, equipment, and/or deliverables is complete and until the Work is completed and approved by the Borough, at Successor Bidder's sole cost and expense, the following minimum types of insurance as specified herein.

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

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

WORKMEN'S COMPENSATION

Statutory limit as required by the Commonwealth of Pennsylvania.

BUSINESS AUTOMOBILE

Covering Any Automobile (Symbol I)

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

General Aggregate Limit	\$1,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal & Advertising injury Limit	\$1,000,000

Each Occurrence Limit	\$1,000,000
Fire Damage Limit	\$ 50,000
Medical Expense Limit	\$ 5,000

The Commonwealth of Pennsylvania, Pennsylvania Fish and Boat Commission, and the Borough (its elected officers and employees), shall be named an additional insured on the Contractor's CGL policy.

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

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, willful misconduct, errors, or omissions of Contractor, its employees, sub-contractors, agents, servants, and/or anyone acting under Contractor's control and/or Contractor's direction, in the performance of the requirements of the Contract. 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. The Borough is sales tax exempt. A tax exemption certificate will be furnished to the Contractor. Contractor, however, 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. Contractor may obtain legal advice to determine how and to what extent the Borough's tax exemption may be utilized by the Contractor. The Borough will provide, at the Contractor's written request, documentation required to obtain applicable tax exemptions.

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, for certain projects that exceed \$25,000.00 or utilize particular grant funding.
- b. Contractor is subject to the provisions of the Pennsylvania Steel Products Procurement Act of 1978, P.L. 6, as amended. The Act and amendments require that the Contractor use or furnish only steel products (as defined in the Act and amendments) which have been produced in the United States.

- c. Contractor shall comply with the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended, 35 P.S. § 691.601, *et seq.*
- d. Contractor is subject to the provisions of Pennsylvania Act 247 of 1972, as amended, relating to the prevention of environmental pollution and the preservation of public natural resources.
- e. Contractor shall comply with the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. § 6018.101, *et seq.*
- f. Contractor shall comply with the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. § 693.1.
- g. Contractor is subject to the provisions of the Pennsylvania Human Relations Act No. 222 of 1955, as amended.
- h. Contractor is subject to the provisions of Pennsylvania Underground Utility Line Protection Act, Act 287 of 1974, as amended by Act 121 of 2008, which requires contractors to notify public utilities prior to starting excavation or demolition work.
- i. 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.
- j. Contractor shall comply with the Antbid-Rigging Act, 62 Pa.C.S.A §4501, *et seq.*
- k. Contractor shall comply with the Lobbying Disclosure Act, 65 Pa.C.S. § 13A01, *et seq.*
- l. Contractor shall comply with the Trade Practices Act, 71 P.S. § 773.101, *et seq.*
- m. Contractor shall comply with the Reciprocal Limitations Act, 62 Pa.C.S. § 107, *et seq.*
- n. Contractor shall comply with all regulations promulgated under The Americans with Disabilities Act (“ADA”), 28 C.F.R. § 35.101, *et seq.*, including compliance with the “General Prohibitions Against Discrimination,” 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of the ADA.
- o. Contractor shall accept, as applicable, the provisions of the act of June 2, 1915 (P.L. 736, No. 338), known as the Workers’ Compensation Act, as amended.

11. Right to Know

The Contractor acknowledges and understands that any information received by the Borough may be subject to the Pennsylvania Right to Know Law, 65 P.S. § 67.101, *et seq.* If any information received by the Borough is subject to a request pursuant to the Pennsylvania Right to Know Law, the Borough shall notify the Contractor within five (5) days of receiving said request pursuant to the Right to Know Law. The Parties hereto shall use all reasonable efforts to coordinate a response pursuant to the Right to Know Law. In the event that the Contractor determines that the requested information is considered a Trade Secret or Confidential Proprietary Information as defined by the Right to Know Law or that any other exemption applies, the Contractor shall notify the Borough within five (5) days of it receiving notification from the Borough of the request for information pursuant to the Right to Know Law. In the event that the Borough denies a request pursuant to the Right to Know Law at the Contractor’s request and that denial of information is appealed to the Pennsylvania Office of Open Records and/or

Pennsylvania Courts, the Contractor shall indemnify the Borough for any and all legal expenses incurred by the Borough as a result of such challenge and may participate in any proceedings as an interested party. The Contractor's duties regarding the Right to Know Law are continuing duties that survive the expiration of the Agreement.

12. Suspension and Debarment

The Contractor maintains the responsibility to timely report any suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority. Additionally, the Contractor shall have an obligation to inform if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

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. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall 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, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
- D. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- E. 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.
- F. 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.
- G. 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.

- H. 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.
- I. 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 then 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
- J. 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.

Signature

Date

Printed Name & Title

Company Name

BIDDER AFFIDAVIT

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

The undersigned Bidder hereby represents as follows:

- A. That he has carefully examined the Proposal, the Contract, and the Specifications.
 - B. That no officer, agent, or employee of the Borough of Chambersburg is personally interested directly or indirectly in this Proposal and the accompanying Contract or the compensation to be paid herein under.
 - C. That the Proposal is made without connection with any person, firm or corporation making a Proposal for the same work, and is in all respects fair and without collusion or fraud; and
 - D. That should this Proposal be accepted by the Borough of Chambersburg within sixty (60) days of the opening of bids (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 this Proposal be accepted within one hundred twenty (120) days from the date of Bid opening), he will execute the Contract and furnish any other documents within the time and in the forms and amount required by the Contract and Specifications, and that upon his failure, neglect or refusal to do so, he shall forfeit to the Borough of Chambersburg the Proposal Security, not as a penalty, but as a liquidated damage.
-

Name of Bidder, Corporation, Firm or Individual

By: _____
Authorized Representative

Please Print Signature

Title

Business Address of Bidder

Phone #

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania 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.

NON-COLLUSION AFFIDAVIT

Contract/Bid No. _____

State of _____:

County of _____:

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

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

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.
- (5) (Name of Firm) _____ its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not, in the last four (4) years, been convicted or found liable or any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

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

NON-COLLUSION AFFIDAVIT CONTINUED

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

(Signature)

(Print Name)

(Company Position)

SWORN AND SUBSCRIBED
BEFORE ME THIS

(Date)

Notary Public

My Commission Expires:

(Date)

PROPOSAL

DATE _____

**Project: BOROUGH OF CHAMBERSBURG CONOCOCHEAGUE CREEK
CANOE/KAYAK LAUNCH AND FISHING DOCK**

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

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

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

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Bidding Documents, including but not limited to the Notice / Advertisement, Instructions to Bidders, General Terms and Conditions, and Specifications, including without limitation those dealing with the disposition of Bid security, if applicable. The Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or up to 120 days if award is delayed by a required approval of a government agency, the sale of bonds or notes, or an award of a grant or grants for such longer period of time that Bidder may agree to in writing upon request of the Borough.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

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

- A. examined and carefully studied the Bidding Documents, including any Addenda, and the related data identified in the Bidding Documents;
- B. became is familiar with and satisfied as to all Federal, State, and local laws and regulations that may affect cost, progress, or the performance of the Work;
- C. promptly given the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Bidding Documents and confirmed that the written resolution thereof by the Borough is acceptable to Bidder;
- D. determined that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work; and
- E. carefully studied and correlated the information known to Bidder, and information and observations obtained from Bidder's visits, if any, to the Borough of Chambersburg, with the Bidding Documents;
- F. determined that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work

ARTICLE 4 - BASIS OF BID

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

ITEM	APPROXIMATE QUANTITIES	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1	LS	MOBILIZATION		
2	1	LS	CLEARING/GRUBBING		
3	1	LS	FISHING DOCK		
4	1	LS	CANOE/KAYAK LAUNCH		
5	1	LS	PARKING LOT PAVING/STRIPING		
6	1	LS	WALKING PATH		
7	1	LS	COFFER DAM		
TOTAL CONOCOCHIEAGUE CREEK CANOE/KAYAK LAUNCH AND FISHING DOCK				\$	

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. Work should not commence until after the Notice to Proceed is issued.

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
- Non-Discrimination / Sexual Harassment Clause
- Receipt of Addenda (if applicable)

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

BOROUGH OF CHAMBERSBURG
CONOCOCHIEAGUE CREEK CANOE/KAYAK
LAUNCH AND FISHING DOCK PROJECT

Bid Date:

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 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 Award, provided that the time for issuing Notice of Award shall not in the aggregate exceed 120 days from Bid opening date without Surety's written consent.

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

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

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

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

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

(If Bidder is an Individual)

Signature of Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

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

Name of Partnership

Address of Partnership

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

(If Bidder is a Corporation)

Attest:

Name of Corporation

Signature of Secretary or
Assistant Secretary

Address of Principal Office

(Corporate Seal)

State of Incorporation

Signature of
President or Vice President

Type or print name below each signature.

(Corporation Surety)

Name of Corporation

Address of Office

Signature of Witness

Signature of Attorney-in-fact

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

Type or print name below each signature.

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

END OF PROPOSAL BOND

AGREEMENT

THIS AGREEMENT (hereinafter, the "Agreement") made this _____ day of _____ 2025 (the "Effective Date") by and between the Borough of Chambersburg, a Municipal Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter the "Borough") and _____ (hereinafter the "Contractor").

WITNESSETH

WHEREAS, the Borough has authorized certain items of work in connection with "Specifications and Contract Documents for "Borough of Chambersburg **CONOCOCHEAGUE CREEK CANOE/KAYAK LAUNCH AND FISHING DOCK PROJECT**" (hereinafter the "Specifications"), as required, all in accordance with said Contract Documents as further defined below, attached hereto and made a part herein; and

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

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

NOW THEREFORE, the Borough and the Contractor in consideration of the requirements, terms and conditions of said Specifications and the offers, promises and representations made by the Contractor in said Proposal, by each of the parties hereto, on their parts, to be observed and fulfilled, 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 Contract Documents include the following documents issued under the Specifications: Notice / Advertisement, Instructions to Bidders, General Terms and Conditions, Project Location Map, Non-Discrimination Notice, Nondiscrimination/Sexual Harassment Clause, Bidder Affidavit, Non-Collusion Affidavit, Proposal, Construction Plan Sheets, Proposal Bond, Receipt of Confirmation of Bidding and Contract Documents, any and all Addenda (if applicable), Receipt of Addenda (if applicable), Agreement, Performance Bond, Payment Bond, Public Works Employment Verification Form, Specifications, Prevailing Wage Information, Grant Agreement, completed W-9 Form, and any required attachments or written amendment(s) and Notice 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

The 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 Borough of Chambersburg CONOCOHEAGUE CREEK CANOE/KAYAK LAUNCH AND FISHING DOCK PROJECT 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 Section 5. All payments will be processed through the Borough's standard accounts payable system.

5.2. Retainage.

5.2.1. The Borough shall withhold ten percent (10%) of the amount of approved invoices until the Work is fifty percent (50%) completed. When the Work 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 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 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, provided there is no specific cause for greater withholding, as determined by the Borough in its sole and absolute discretion.

5.2.4. In the event that a dispute arises between the Borough and the Contractor, which dispute is based on increased costs incurred by one contractor occasioned by delays or other actions of another contractor, additional retainages in the sum of one and one-half times the amount of any possible liability may be withheld by the Borough in its sole and absolute discretion.

from the Contractor until such times as a final resolution is agreed to by all parties directly or indirectly involved, unless the contractor causing the additional claim furnishes a Bond in a form, substance and amount satisfactory to the Borough to indemnify the Borough against the claim.

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. Contractor shall perform such work in accordance with Paragraph 6 below.

5.3.2. Application for Final Payment.

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

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

- 5.3.2.2.1. an invoice for the Work approved by the Borough;
- 5.3.2.2.2. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance as required;
- 5.3.2.2.3. consent of the surety, if any, to final payment;
- 5.3.2.2.4. a list of all Claims against the Borough that Contractor believes are unsettled; and
- 5.3.2.2.5. complete and legally effective releases or waivers (satisfactory to the Borough) of all Lien rights arising out of or Liens filed in connection with the Work.

5.3.2.3. In lieu of the releases or waivers of Liens specified in Paragraph 5.3.2.2.5. 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 less the amount of liquidated and/or other damages and the amount of any unresolved claims, which have been filed against the Borough in connection with the Work within thirty (30) days of final completion and acceptance of the Work as provided for herein.

5.3.4.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 ninety (90) business days from date of Notice to Proceed unless terminated or extended at the Borough's sole and absolute option as provided for herein.
- 6.2. Contract Times: All time set forth for completion of milestones (if any), substantial completion (if any), and completion as set forth in the Contract Documents are the essence of this Agreement.
- 6.3. Liquidated Damages: 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 6.1 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 6.1 above.
- 6.4. Additional Damages: In addition to the liquidated damages amount(s) specified above under Paragraph 6.3, Contractor also agrees to reimburse the Borough for all administrative, legal, engineering, construction observations costs, and/or any other costs associated with Contractor's failure to meet any of the Contract Times or milestones as set forth herein.
- 6.5. Alternate Damages: The Borough, at its sole option, may waive liquidated damages as provided in Paragraph 6.3 and elect to recover from Contractor the Borough's actual damages for such delay. Actual damages may include, without limitation, any fines 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, without limitation, loss of revenue, engineering fees and consultants fees, construction observation 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 and/or Services 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 and/or Services so that it is ready for final payment as further set forth in the Contract Documents and as further identified in Section 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 Section 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 ten percent (10%) of the Proposal price. All other Change Orders are deemed Major Change Orders and shall only be approved by Town Council. The Borough Manager shall make the determination of what is a Field Change Order or Major Change Order.
- 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 subcontractor 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 and Contract, 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 the Borough may apply for other funding assistance for the Work and if such funding is awarded, Contractor and/or subcontractors may be required to submit additional information or documentation, and Contractor and/or subcontractors may be required to adhere to additional criteria necessary to satisfy additional funding requirements.
- 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

Contractor is responsible for field verifying underground utilities. 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 two (2) years after the date of completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents), which shall be evidenced by final payment under Paragraph 5, 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's written instructions:

12.3.1.1.1. repair such defective land or areas; or

12.3.1.1.2. correct such defective Work; or

12.3.1.1.3. 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

12.3.1.1.4. 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 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 under this Paragraph 12, 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, 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's 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. Non-Discrimination

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

15. 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.

16. 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.

17. 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 of Franklin County, Pennsylvania.

18. 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.

19. Successors and Assigns

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

20. Severability

If any terms or provisions or portions thereof of this Agreement or application thereof become invalid, the remainder of said term or provision and/or portion thereof of this Agreement shall not be affected thereby; and, to this end, the parties hereto agree that the terms and provisions of this Agreement are severable.

21. 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.

22. Disputes

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

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

23. 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.

24. 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.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

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

(If Contractor is an Individual)

Signature of Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

Date

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

Name of Partnership

Address of Partnership

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

Date

(If Contractor is a Limited Liability Company - All General Partners / Members Must Sign)

Name of Company

Address of Company

Signature of Witness

Signature of General Partner / Member

Signature of Witness

Signature of General Partner / Member

Signature of Witness

Signature of General Partner / Member

Date

(If Contractor is a Corporation)

Attest:

Name of Corporation

**Signature of Secretary or
Assistant Secretary**

Address of Principal Office

(Corporate Seal)

State of Incorporation

**Signature of
President or Vice President**

Date

Attest:

BOROUGH OF CHAMBERSBURG

**100 South 2nd Street
Chambersburg, PA 17201**

**Jamia L. Wright
Borough Secretary**

**Allen Coffman
President of Town Council**

Date

END OF AGREEMENT

PERFORMANCE BOND

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

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

AGREEMENT

Amount:
Project Identification

**BOROUGH OF CHAMBERSBURG
CONOCOHEAGUE CREEK CANOE/KAYAK
AND FISHING DOCK**

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 two-year Correction Period, as defined in Paragraph 12 of the Agreement. The two-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.
15. The Commonwealth of Pennsylvania, Pennsylvania Fish and Boat Commission shall be considered a direct beneficiary of this bond, as required by the Grant Agreement.

(If Contractor is a Corporation)

ATTEST:

Name of Corporation

Signature of Secretary or
Assistant Secretary

Address of Principal Office

(CORPORATE SEAL)

State of Incorporation

Signature of
President or Vice President

Type or print name below each signature.

(Corporation Surety)

Name of Corporation

Address of Office

Signature of Witness

Signature of Attorney-in-fact

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

Type or print name below each signature.

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

PAYMENT BOND

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

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

AGREEMENT

Amount:

Project Identification:

**BOROUGH OF CHAMBERSBURG
CONOCOCHIEAGUE CREEK CANOE/KAYAK
LAUNCH AND FISHING DOCK**

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.

16. The Commonwealth of Pennsylvania, Pennsylvania Fish and Boat Commission shall be considered a direct beneficiary of this bond, as required by the Grant Agreement.

ATTEST:

	Name of Corporation
_____	_____
Signature of Secretary or Assistant Secretary	Address of Principal Office
(CORPORATE SEAL)	_____
	State of Incorporation

	Signature of President or Vice President

Type or print name below each signature.

(Corporation Surety)

Name of Corporation

Address of Office

Signature of Witness

Signature of Attorney-in-fact

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

Type or print name below each signature.

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

END OF PAYMENT BOND



Commonwealth of Pennsylvania
Public Works Employment Verification Form

Complete and return the form to the contracting Public Body prior to the award of the contract.

Company Legal Name: _____

Doing Business As: _____

(if different from Legal Name)

Mailing Address: _____

Street Address 1

Street Address 2

City

State

Zip Code

Check one:

Contractor

Subcontractor

Contracting Public Body: _____

Contract/Project Number: _____

Project Description: _____

Project Location: _____

Date Enrolled in E-Verify (MM/DD/YYYY): _____

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of today's 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 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.

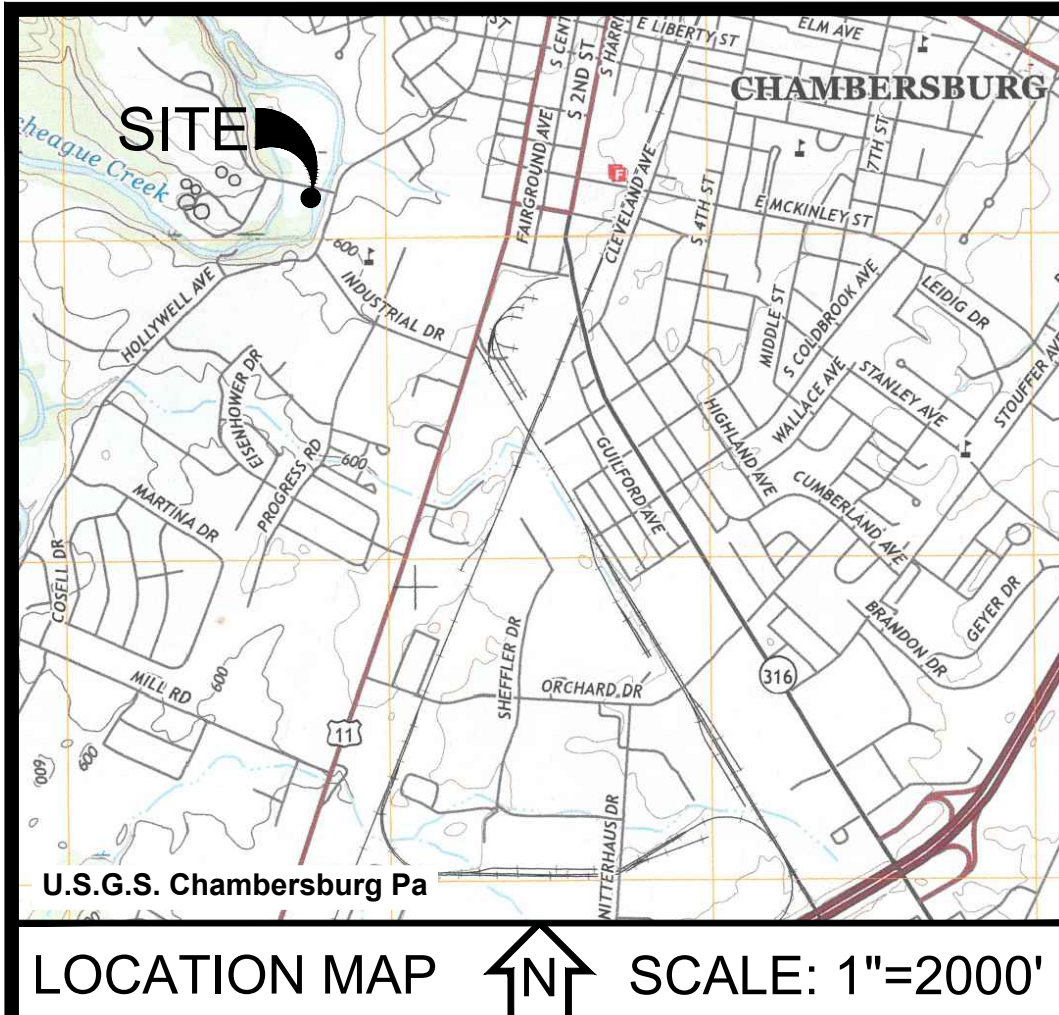
I, _____, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

Authorized Representative Signature

Date of Signature

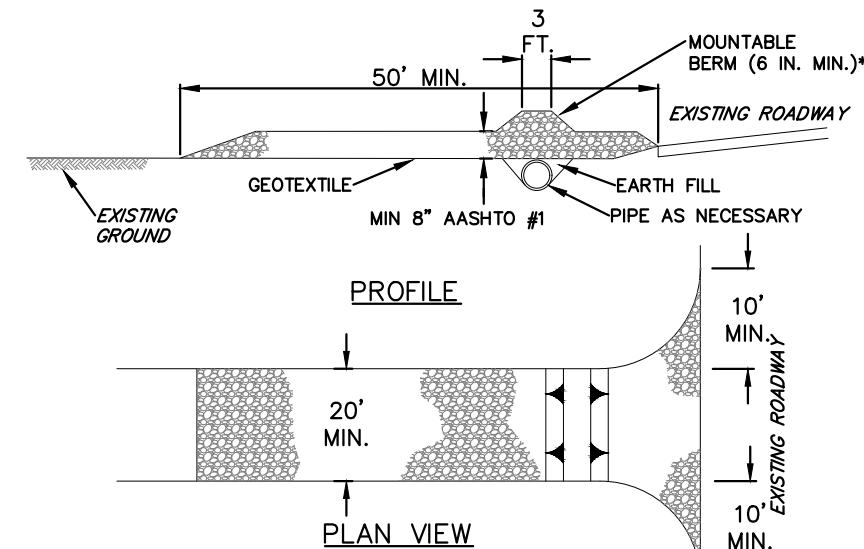
Printed Name: _____

Phone Number: _____ **Email:** _____



SHEET INDEX

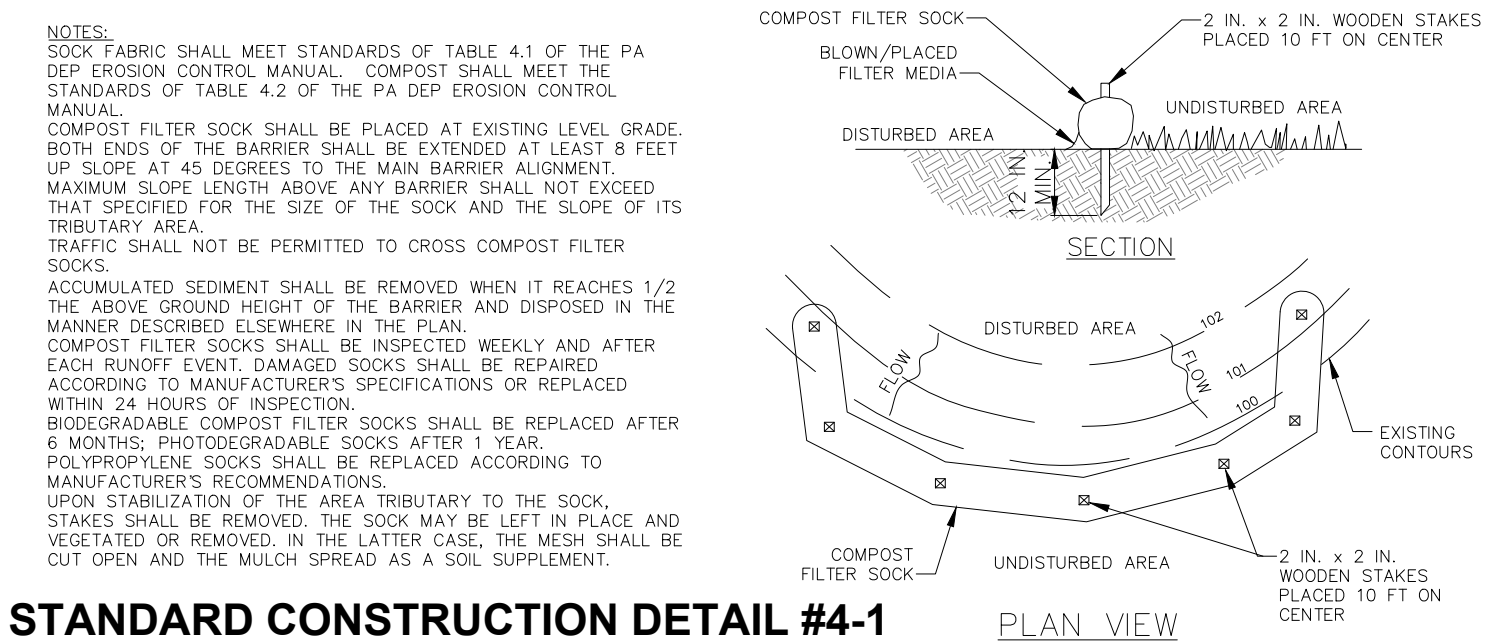
- 1. SITE PLAN & E&S PLAN
- 2. DETAILS
- 3. FLOODWAY & GRAVEL PATH PROFILES
- S1.1. FISHING DOCK DETAILS & NOTES



NOTES:

- REMOVE TOPSOIL PRIOR TO INSTALLATION OF ROCK CONSTRUCTION ENTRANCE. EXTEND ROCK OVER FULL WIDTH OF ENTRANCE.
- RUNOFF SHALL BE DIVERTED FROM ROADWAY TO A SUITABLE SEDIMENT REMOVAL BMP PRIOR TO ENTERING ROCK CONSTRUCTION ENTRANCE.
- MOUNTABLE BERM SHALL BE INSTALLED WHEREVER OPTIONAL CULVERT PIPE IS USED AND PROPER PIPE COVER AS SPECIFIED BY MANUFACTURER IS NOT OTHERWISE PROVIDED. PIPE SHALL BE SIZED APPROPRIATELY FOR SIZE OF DITCH BEING CROSSED.
- MAINTENANCE: ROCK CONSTRUCTION ENTRANCE THICKNESS SHALL BE CONSTANTLY MAINTAINED TO THE SPECIFIED DIMENSIONS BY ADDING ROCK. A STOCKPILE SHALL BE MAINTAINED ON SITE FOR THIS PURPOSE. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE REMOVED AND RETURNED TO THE CONSTRUCTION SITE IMMEDIATELY. IF EXCESSIVE AMOUNTS OF SEDIMENT ARE BEING DEPOSITED ON ROADWAY, EXTEND LENGTH OF ROCK CONSTRUCTION ENTRANCE BY 50 FOOT INCREMENTS UNTIL CONDITION IS ALLEVIATED OR INSTALL WASH RACK, WASHING THE ROADWAY OR SWEEPING THE DEPOSITS INTO ROADWAY DITCHES, SEWERS, CULVERTS, OR OTHER DRAINAGE COURSES IS NOT ACCEPTABLE.

STANDARD CONSTRUCTION DETAIL #3-1
ROCK CONSTRUCTION ENTRANCE
NOT TO SCALE



STANDARD CONSTRUCTION DETAIL #4-1
COMPOST FILTER SOCK
NOT TO SCALE

LEGEND

- E.I.P. = Existing Iron Pin
- I.P. = Iron pin (set)
- E.R.R.S. = Existing Railroad Spike
- R.R.S. = Railroad Spike (set)
- E.P.K. = Existing Parker Kalon Nail
- P.K. = Parker Kalon Nail (set)
- R/W = Right-of-Way
- C = Centerline
- E = Property Line
- n/f = Now or Formerly
- Pl. = Point
- σ = Sign (typ.)
- ± = O&E & T Pole
- W.D. = Ex. Water Depth (typ.)
- E&T = Ex. Overhead Electric & Telephone Lines (typ.)
- = Ex. Guardrail (typ.)
- = Ex. Gas Line
- = Existing Contours based on field survey
- 1' Contour Interval. NAVD 88 datum
- Prop. Gravel (typ.)
- Prop. Pavement (typ.)
- Prop. Spot Elevation (typ.)
- Prop. Contour (typ.)
- Prop. Handicap Parking (typ.)

GENERAL NOTES

1. THE OPERATOR SHALL ASSURE THAT AN EROSION AND SEDIMENT CONTROL PLAN HAS BEEN PREPARED AND APPROVED BY THE COUNTY CONSERVATION DISTRICT, AND IS BEING IMPLEMENTED AND MAINTAINED FOR THE SITE AND ALL SOIL AND/OR ROCK SPOIL AND BORROW AREAS REGARDLESS OF THEIR LOCATIONS.
2. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN MUST BE AVAILABLE AT THE PROJECT SITE AT ALL TIMES.
3. STOCKPILE HEIGHTS MUST NOT EXCEED 35 FEET. STOCKPILE SLOPES MUST BE 2:1 OR FLATTER. SILT FENCE SHALL BE INSTALLED ON THE DOWNHILL SIDE OF THE TOE OF SLOPE.
4. THE OPERATOR SHALL ASSURE THAT THE APPROVED EROSION AND SEDIMENT CONTROL PLAN IS PROPERLY AND COMPLETELY IMPLEMENTED.
5. UNTIL THE SITE ACHIEVES FINAL STABILIZATION, THE OPERATOR SHALL ASSURE THAT THE BEST MANAGEMENT PRACTICES ARE IMPLEMENTED, OPERATED AND MAINTAINED PROPERLY AND COMPLETELY. MAINTENANCE SHALL INCLUDE INSPECTIONS OF ALL BEST MANAGEMENT PRACTICE FACILITIES. ALL MAINTENANCE WORK, INCLUDING CLEANING, REPAIR, REPLACEMENT, REGRADING, AND RESTABILIZATION SHALL BE PERFORMED IMMEDIATELY.
6. IMMEDIATELY UPON DISCOVERING UNFORESEEN CIRCUMSTANCES POSING THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION, THE OPERATOR SHALL IMPLEMENT APPROPRIATE BEST MANAGEMENT PRACTICES TO ELIMINATE THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION.
7. BEFORE INITIATING ANY REVISIONS TO THE APPROVED EROSION AND SEDIMENT CONTROL PLAN OR REVISIONS TO OTHER PLANS WHICH MAY AFFECT THE EFFECTIVENESS OF THE APPROVED E&S CONTROL PLAN, THE OPERATOR MUST RECEIVE APPROVAL OF THE REVISIONS FROM THE FRANKLIN COUNTY CONSERVATION DISTRICT.
8. THE CONTRACTOR IS ADVISED TO BECOME THOROUGHLY FAMILIAR WITH THE PROVISIONS OF THE APPENDIX 64, EROSION CONTROL RULES AND REGULATIONS, TITLE 25, PART 1 DEPARTMENT OF ENVIRONMENTAL PROTECTION, SUBPART C, PROTECTION OF NATURAL RESOURCES, ARTICLE 11, WATER RESOURCES, CHAPTER 102, EROSION CONTROL.
9. IN THE EVENT SPOIL MATERIALS ARE TO BE REMOVED AND/OR STORED OFF-SITE, AN EROSION AND SEDIMENTATION CONTROL PLAN SHALL BE IMPLEMENTED IN ACCORDANCE WITH PADEP CHAPTER 102 REQUIREMENTS FOR EACH OFF-SITE AREA. IF SPOIL MATERIALS ARE TO BE UTILIZED ON-SITE, SAID MATERIALS SHOULD BE DEMONSTRATED, SCREENED AS NECESSARY, GRADED IN PLACE, AND IMMEDIATELY STABILIZED WITH SEEDING AND MULCHING MEASURES.
10. FILL MATERIALS FOR ALL CONSTRUCTED SLOPES AND EMBANKMENTS SHALL BE FREE OF ROOTS OR OTHER WOODY VEGETATION, ORGANIC MATERIAL, LARGE STONES, AND OTHER OBJECTIONABLE MATERIALS. ALL EMBANKMENTS AND SLOPES SHALL BE HORIZONTALLY TRACKED AND COMPACTED IN MAXIMUM 6 INCH LAYERED LIFTS AT 90% DENSITY.
11. MULCH WITH MULCH CONTROL NETTING, OR EROSION CONTROL BLANKETS, MUST BE INSTALLED ON ALL SLOPES STEEPER THAN 3:1.
12. THE OPERATOR SHALL REMOVE FROM THE SITE, RECYCLE, OR DISPOSE OF ALL BUILDING MATERIALS AND WASTE IN ACCORDANCE WITH THE PADEP'S SOLID WASTE MANAGEMENT REGULATIONS AT 25 PA CODE 260.1 ET SEQ., AND 267.1 ET SEQ. THE CONTRACTOR SHALL NOT ILLEGALLY BURY, DUMP, OR DISCHARGE ANY BUILDING MATERIAL OR WASTES AT THE SITE.
13. THE CONTRACTOR SHALL HAVE ALL SUPPLIES/MATERIALS NECESSARY FOR THE INSTALLATION OF THE E&S BMP'S PRIOR TO ANTICIPATED EARTH DISTURBANCE ACTIVITIES.
14. CLEAR SPOIL AREAS AND SOIL BORROW AREAS (ON SITE AND/OR OFF SITE) SHALL BE IDENTIFIED BY THE CONTRACTOR AND THE LOCATION/SOURCE PROVIDED TO THE COUNTY CONSERVATION DISTRICT. THE CONTRACTOR SHALL OBTAIN FILL MATERIAL FROM ON-SITE OR FROM A PERMITTED BORROW FACILITY. THE CONTRACTOR SHALL NOT USE ANY FILL MATERIAL THAT HAS BEEN CONTAMINATED BY A RELEASE OF HAZARDOUS MATERIALS AND/OR PETROLEUM.
15. PROVIDE ACCESS FOR SEDIMENT REMOVAL AND OTHER REQUIRED MAINTENANCE ACTIVITIES.
16. UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMENTATION BMP'S MUST BE PROPERLY MAINTAINED. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENTATION BMP'S ON A WEEKLY BASIS AND AFTER EACH RAINFALL EVENT. REMEDIAL MAINTENANCE WORK, INCLUDING CLEAN OUT, REPAIR, REPLACEMENT, RE-GRADING, RE-SEEDING, RE-MULCHING AND RESETTING, MUST BE PERFORMED OR MODIFICATION OF THOSE INSTALLED WILL BE NEEDED.
17. IMMEDIATELY AFTER EARTH DISTURBANCE ACTIVITIES CEASE, THE OPERATOR SHALL STABILIZE THE DISTURBED AREAS. DURING NON-GERMINATING PERIODS, MULCH MUST BE APPLIED AT THE SPECIFIED RATES. DISTURBED AREAS WHICH ARE NOT AT FINISHED GRADE AND WHICH WILL BE REDISTURBED WITHIN ONE YEAR MUST BE STABILIZED IN ACCORDANCE WITH THE TEMPORARY VEGETATIVE STABILIZATION SPECIFICATIONS. DISTURBED AREAS WHICH ARE AT FINISH GRADE OR WHICH WILL NOT BE REDISTURBED WITHIN ONE YEAR MUST BE STABILIZED IN ACCORDANCE WITH THE PERMANENT VEGETATIVE STABILIZATION SPECIFICATIONS.
18. APPLY NAC (OR APPROVED EQUIV) EROSION CONTROL MATTING TO ALL DISTURBED AREAS WITHIN 50 FEET OF THE STREAM THAT WILL NOT BE SURFACED WITH STONE OR OTHER SPECIFIED NON-ERODIBLE MATERIAL.
19. SOILS SHALL BE STOCKPILED IN ACCORDANCE WITH THE SPECIFICATIONS ON THESE PLANS.
20. ALL PUMPING OF SEDIMENT Laden WATER THAT HAS ACCUMULATED IN THE WORK AREA WILL BE PUMPED TO A FILTER BAG PLACED ON STABILIZED GROUND FOR DISCHARGE OVER NON-DISTURBED AREAS.

CONSTRUCTION SEQUENCE

1. ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE FOLLOWING SEQUENCE. EACH STAGE SHALL BE COMPLETED AND IMMEDIATELY STABILIZED BEFORE ANY FOLLOWING STAGE IS INITIATED. CLEARING, GRUBBING, AND STRIPPING TOPSOIL SHALL BE LIMITED ONLY TO THOSE AREAS DESCRIBED IN EACH STAGE, PROPERLY DISPOSE OF ALL STUMPS REMOVED WHILE CLEARING AND GRUBBING.
2. AT LEAST SEVEN (7) DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, THE OWNER AND/OR OPERATOR SHALL INVITE ALL CONTRACTORS INVOLVED IN THOSE ACTIVITIES, THE LANDOWNERS, ALL APPROPRIATE MUNICIPAL OFFICIALS, THE EROSION AND SEDIMENT CONTROL PLAN PREPARED, AND A REPRESENTATIVE OF THE FRANKLIN COUNTY CONSERVATION DISTRICT (FCCD) TO AN ON-SITE PRE-CONSTRUCTION MEETING.
3. AT LEAST THREE (3) DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, ALL CONTRACTORS INVOLVED IN THOSE ACTIVITIES SHALL NOTIFY THE PENNSYLVANIA ONE CALL SYSTEM, INCORPORATED, AT 1-800-242-1776 FOR THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES.
4. ALL WORK WITHIN THE STREAM CHANNEL SHALL BE COMPLETED DURING A DRY SEASON DURING LOW-FLOW CONDITIONS.
5. UTILIZE EXISTING GRAVEL PARKING AREA FOR STAGING OF EQUIPMENT AND MATERIALS.
6. FIELD MARK THE LIMITS OF DISTURBANCE. NO WETLANDS HAVE BEEN DELINEATED THEREFORE NO ORANGE SAFETY FENCE FOR PROTECTION OF WETLAND AREAS IS REQUIRED.
7. INSTALL ROCK CONSTRUCTION ENTRANCE PER PLAN.
8. CONTRACTOR SHOULD INSTALL COMPOST FILTER SOCK IF AND WHEN IT IS DEEMED NECESSARY OR DOWNSLOPE OF ANY DISTURBED AREA THAT WILL NOT BE FULL CONTAINED.
9. UTILIZING CONCRETE JERSEY BARRIER OR SANDBAGS WITH PLASTIC CONSTRUCTION GRAVITY STREAM COFFERDAM IN ACCORDANCE WITH THE DETAILS PROVIDED HEREIN. USE PUMPED WATER FILTER BAG AS NECESSARY TO KEEP STREAMBED WORK AREAS DRY.
10. REMOVE EXISTING WOOD BOAT LAUNCH.
11. INSTALL PROPOSED STATIONARY DOCK AND KAYAK LAUNCH.
12. PERFORM MINOR GRADING AND DEVELOP TRAILS PER PLAN AND DETAILS.
13. REMOVE ROCK CONSTRUCTION ENTRANCE AND INSTALL PAVING.
14. PERMANENTLY SEED AND MULCH ANY DISTURBED AREAS.
15. REMOVE COFFERDAM UPON APPROVAL FROM ENGINEER.

MATting REQUIREMENT

APPLY NAC (OR APPROVED EQUIV) EROSION CONTROL MATTING TO ALL DISTURBED AREAS WITHIN 50 FEET OF THE STREAM THAT WILL NOT BE SURFACED WITH STONE OR OTHER SPECIFIED NON-ERODIBLE MATERIAL.

DEFINITIONS

PERMANENT STABILIZATION: A MINIMUM UNIFORM 70% PERENNIAL VEGETATIVE COVER OR OTHER PERMANENT NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED SURFACE EROSION AND SUBSURFACE CHARACTERISTICS SUFFICIENT TO RESIST SLIDING OR OTHER MOVEMENTS.

CLEAN FILL: UNCONTAMINATED, NON-WATER SOLUBLE, NON-DECOMPOSABLE, INERT, SOLID MATERIAL. THE TERM INCLUDES SOIL, ROCK, STONE, DREDGED MATERIAL, USED ASPHALT AND BRICK, BLOCK, OR CONCRETE FROM CONSTRUCTION AND DEMOLITION ACTIVITIES THAT IS SEPARATE FROM OTHER WASTE AND IS RECOGNIZABLE AS SUCH. THE TERM DOES NOT INCLUDE MATERIALS PLACED IN OR ON THE WATERS OF THE COMMONWEALTH UNLESS OTHERWISE AUTHORIZED. (THE TERM "USED ASPHALT" DOES NOT INCLUDE MILLED ASPHALT OR ASPHALT THAT HAS BEEN PROCESSED FOR REUSE.)

ENVIRONMENTAL DUE DILIGENCE: INVESTIGATIVE TECHNIQUES INCLUDING, BUT NOT LIMITED TO, VISUAL PROPERTY INSPECTIONS, ELECTRONIC DATA BASE SEARCHES, REVIEW OF PROPERTY OWNERSHIP, REVIEW OF PROPERTY USE HISTORY, SANBORN MAPS, ENVIRONMENTAL QUESTIONNAIRES, TRANSACTION SCREENING, ANALYTICAL TESTING, ENVIRONMENTAL ASSESSMENTS OR AUDITS. NOTE THAT ANALYTICAL TESTING IS NOT A REQUIRED PART OF DUE DILIGENCE UNLESS VISUAL INSPECTION AND/OR REVIEW OF THE PAST LAND USE OF THE PROPERTY INDICATES THAT THE FILL MAY HAVE BEEN SUBJECTED TO A SPILL OR RELEASE OF REGULATED SUBSTANCE. IF THE FILL MAY HAVE BEEN AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE, IT MUST BE TESTED TO DETERMINE IF IT QUALIFIES AS CLEAN FILL. TESTING SHOULD BE PERFORMED IN ACCORDANCE WITH APPENDIX A OF PADEP'S POLICY "MANAGEMENT OF FILL".

ASSURANCE OF DESIGN PERFORMANCE

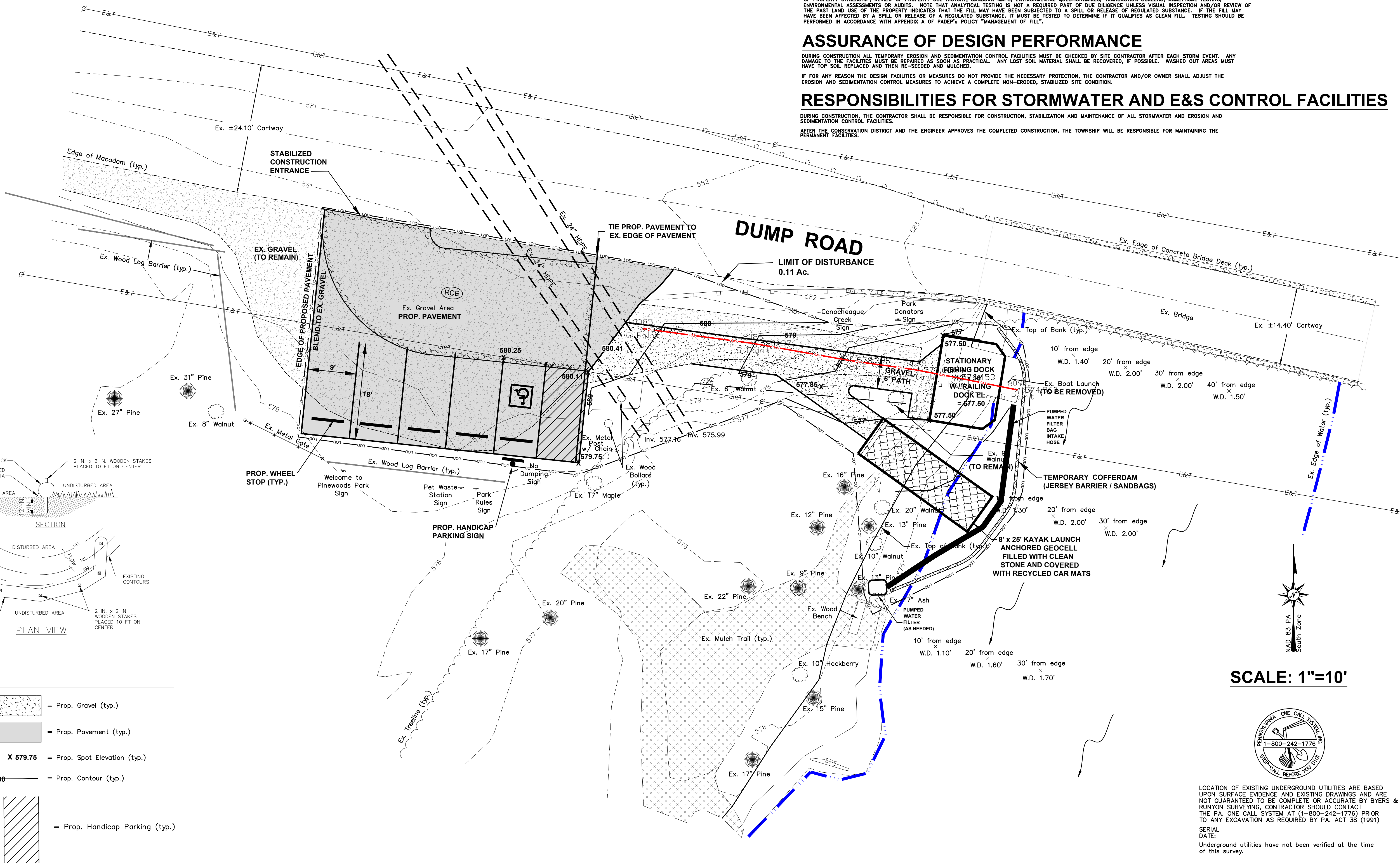
DURING CONSTRUCTION ALL TEMPORARY EROSION AND SEDIMENTATION CONTROL FACILITIES MUST BE CHECKED BY SITE CONTRACTOR AFTER EACH STORM EVENT. ANY DAMAGE TO THE FACILITIES MUST BE REPAIRED AS SOON AS PRACTICAL. ANY LOST SOIL MATERIAL SHALL BE RECOVERED, IF POSSIBLE. WASHED OUT AREAS MUST HAVE TOP SOIL REPLACED AND THEN RE-SEEDED AND MULCHED.

IF FOR ANY REASON THE DESIGN FACILITIES OR MEASURES DO NOT PROVIDE THE NECESSARY PROTECTION, THE CONTRACTOR AND/OR OWNER SHALL ADJUST THE EROSION AND SEDIMENTATION CONTROL MEASURES TO ACHIEVE A COMPLETE NON-EROD, STABILIZED SITE CONDITION.

RESPONSIBILITIES FOR STORMWATER AND E&S CONTROL FACILITIES

DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION, STABILIZATION AND MAINTENANCE OF ALL STORMWATER AND EROSION AND SEDIMENTATION CONTROL FACILITIES.

AFTER THE CONSERVATION DISTRICT AND THE ENGINEER APPROVES THE COMPLETED CONSTRUCTION, THE TOWNSHIP WILL BE RESPONSIBLE FOR MAINTAINING THE PERMANENT FACILITIES.

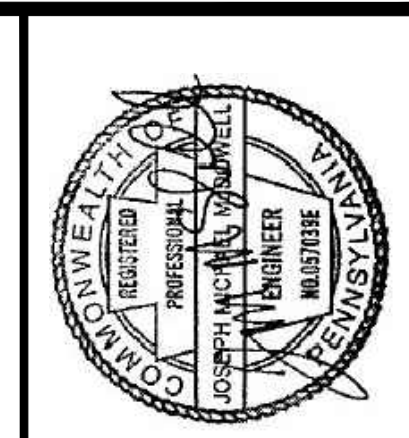


SCALE: 1"=10'



LOCATION OF EXISTING UNDERGROUND UTILITIES ARE BASED UPON SURFACE EVIDENCE AND EXISTING DRAWINGS AND ARE NOT GUARANTEED TO BE COMPLETE OR ACCURATE BY BYERS & RUNYON SURVEYING. CONTRACTOR SHOULD CONTACT THE PA ONE CALL SYSTEM AT (1-800-242-1776) PRIOR TO ANY EXCAVATION AS REQUIRED BY PA. ACT 38 (1991)

SERIAL DATE:
Underground utilities have not been verified at the time of this survey.



NO.	REVISION	DATE
1	AS PER PADEP LETTER	06/13/24
2	AS PER FCCD COMMENTS	02/20/25
3	ADDED GAS LINE	03/11/25

FRANKLIN COUNTY

SITE PLAN & E&S PLAN

- CHAMBERSBURG BOROUGH -
PENNSYLVANIA

- FISHING DOCK & KAYAK LAUNCH -

MMI martin and martin incorporated
37 south main street - suite A
chambersburg, pennsylvania . 17201
phone: (717) 264-6759

PROJ. NO. 1816	DWN. BY: DB	SCALE: 1"=10'
DSN. BY: JM	CHK BY: JM	DATE: 06/17/24

CADD FILE: 1816-01.dwg

DATE: 06/17/24

SCALE: 1"=10'

DRAWING NO. 1 of 4

DESIGN CRITERIA

- GOVERNING CODES:
INTERNATIONAL BUILDING CODE, 2018
ASCE 7 - 2016
- DESIGN LIVE LOADS: 100 PSF

FOUNDATION PLAN NOTES

- COORDINATE ALL DIMENSIONS AND DETAILS WITH THE DRAWINGS AND DETAILS.
- ALL FOOTING ELEVATIONS ARE INDICATED ON THE PLANS AND ARE GIVEN AS A DISTANCE RELATIVE TO THE TOP OR BOTTOM OF THE REFERENCE ELEVATION.
- ENGINEER TO EXAMINE FOUNDATION SUBGRADES IN THE FIELD. PROOF-ROLL THE EXPOSED SUBGRADE, OVER-EXCAVATE AND RE-FILL ALL EXPOSED SOFT AREAS OR OTHER IRREGULARITIES ENCOUNTERED AS DIRECTED BY THE ENGINEER.
- ALL STRUCTURAL FILL MATERIAL TO BE APPROVED BY ENGINEER.
- COMPACT ALL FILL AND BACKFILL PLACED IN STRUCTURAL AREAS OF THE BUILDING, INCLUDING THE AGGREGATE CUSHIONS UNDER FOOTINGS AND FLOOR SLABS, USING LOOSE 3" THICK LIFTS, TO AT LEAST 100% OF THE MAXIMUM DRY DENSITY AT WITHIN PLUS OR MINUS 3% OF THE OPTIMUM MOISTURE CONTENT AS DETERMINED BY THE STANDARD COMPACTION TEST, ASTM D 648.
- WHERE BEDROCK IS ENCOUNTERED AT THE FOOTING OR SLAB SUBGRADE LEVELS, REMOVE AND UNDERCUT GRADE A MINIMUM OF 12" BELOW FOOTINGS AND 12" BELOW SLABS. BACKFILL UNDERCUT AREAS WITH A CUSHION LAYER OF CRUSHED AGGREGATE PLACED AND COMPACTED AS SPECIFIED. MANUALLY PROBE ALL FOOTING SUBGRADES TO ENSURE THAT NO BEDROCK IS PRESENT WITHIN 12" OF THE PROPOSED BASE LEVELS. IF BEDROCK IS PRESENT WITHIN THIS DEPTH, FOLLOW THE PROCEDURE DEFINED ABOVE.
- FOUNDATION DESIGN IS BASED ON A NET ALLOWABLE BEARING CAPACITY OF 2000 PSF.
- (*) DESIGNATES DIMENSIONS TO BE VERIFIED IN THE FIELD BY GENERAL CONTRACTOR.

CONCRETE NOTES

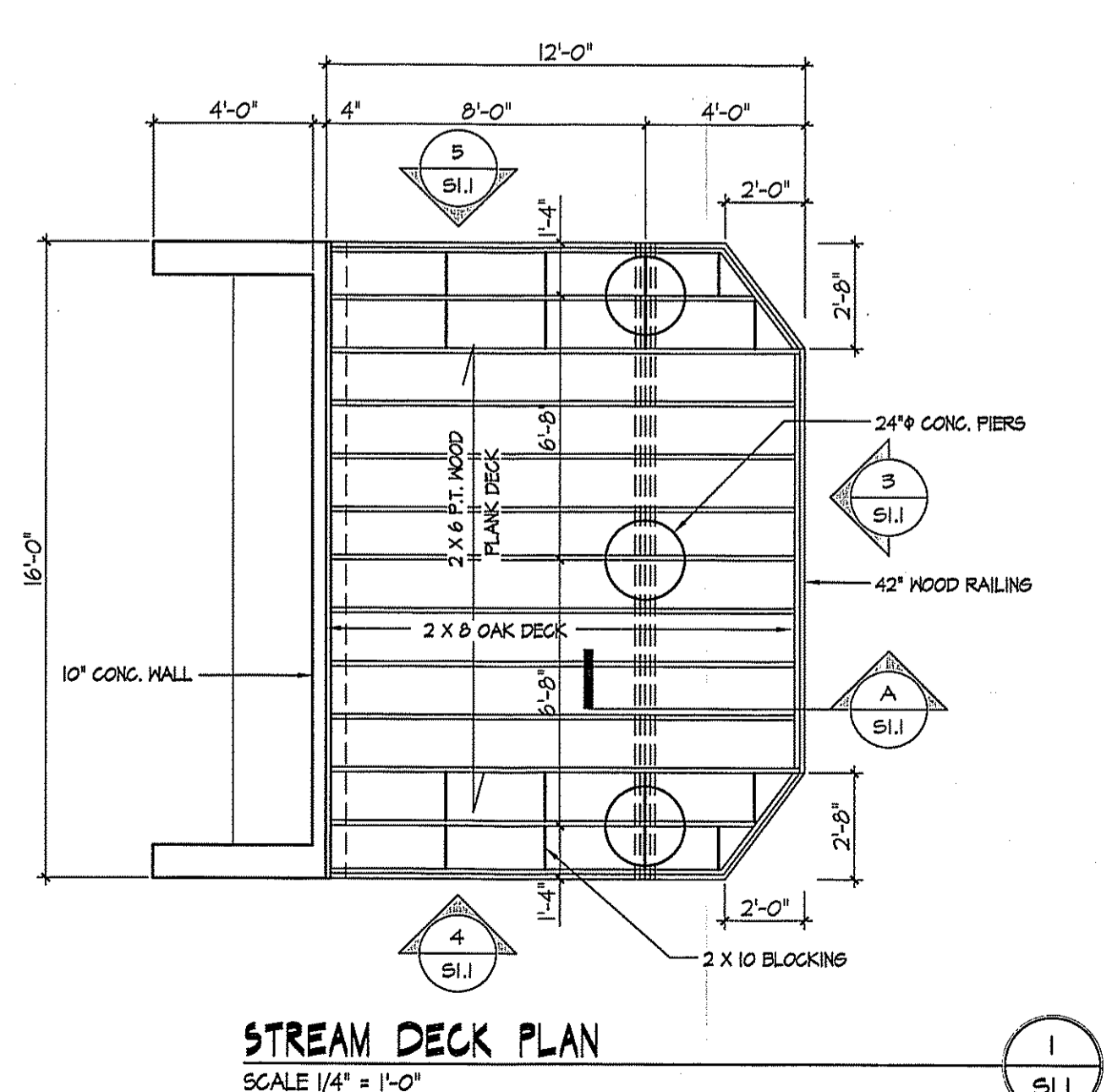
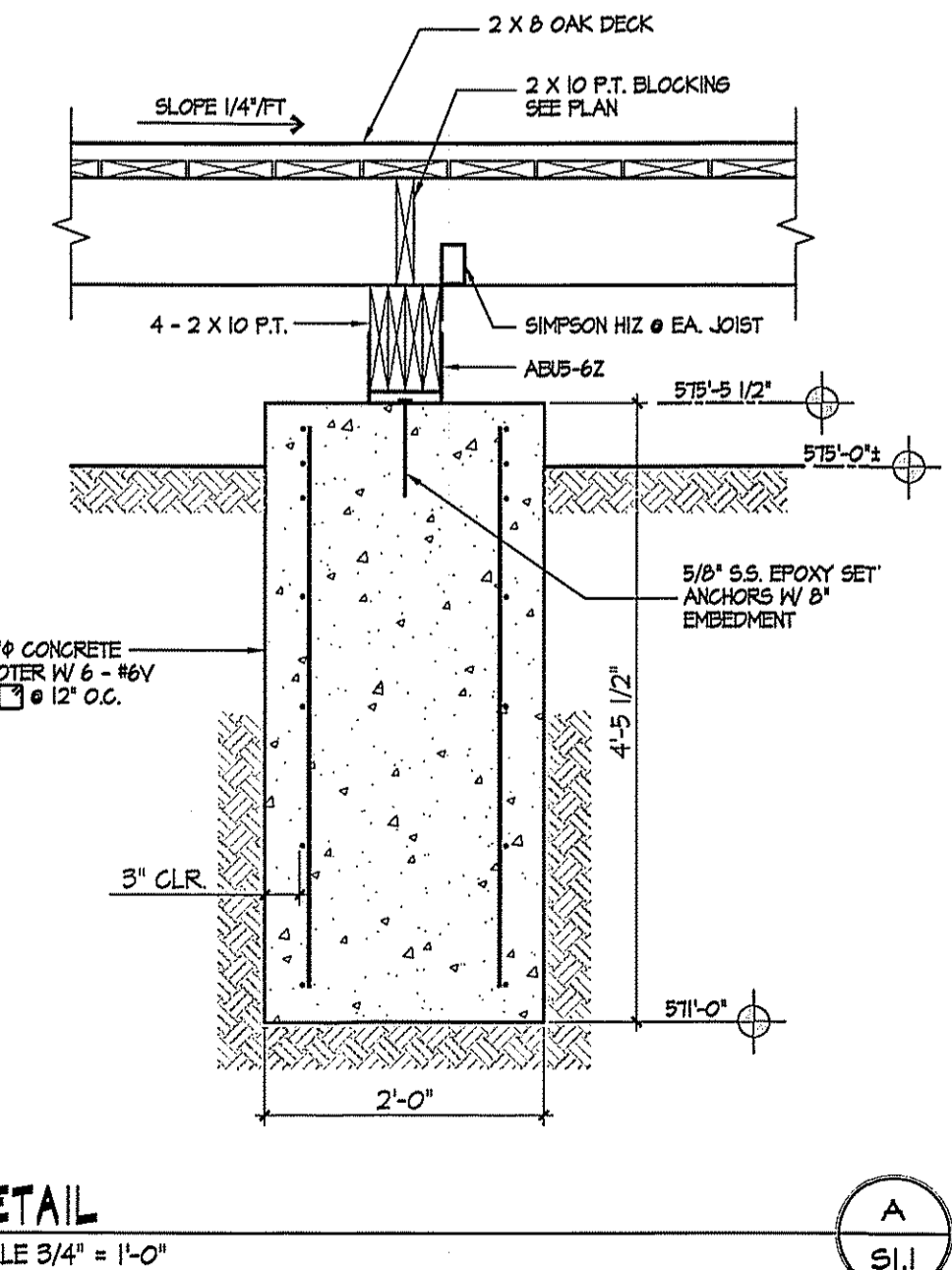
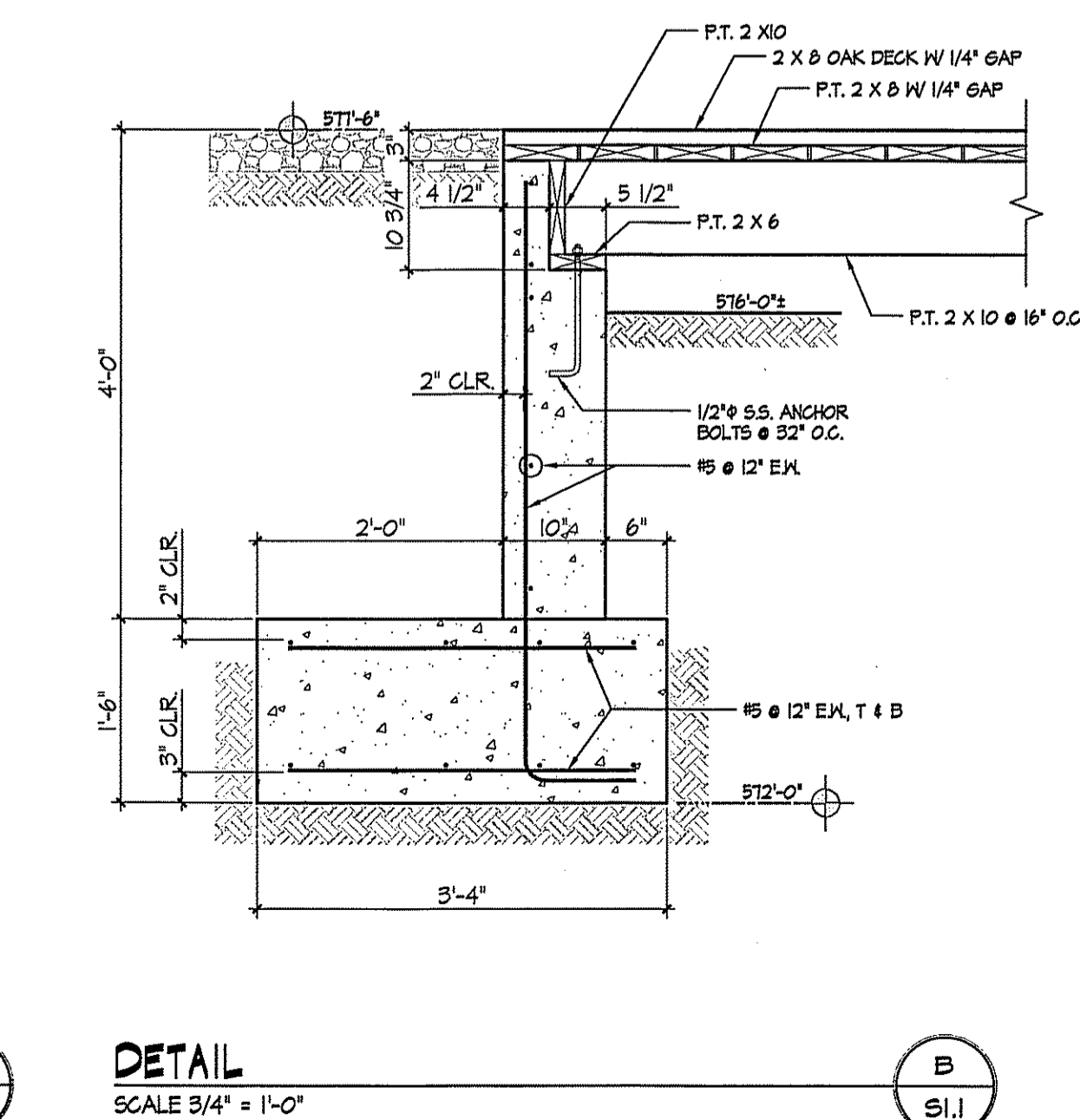
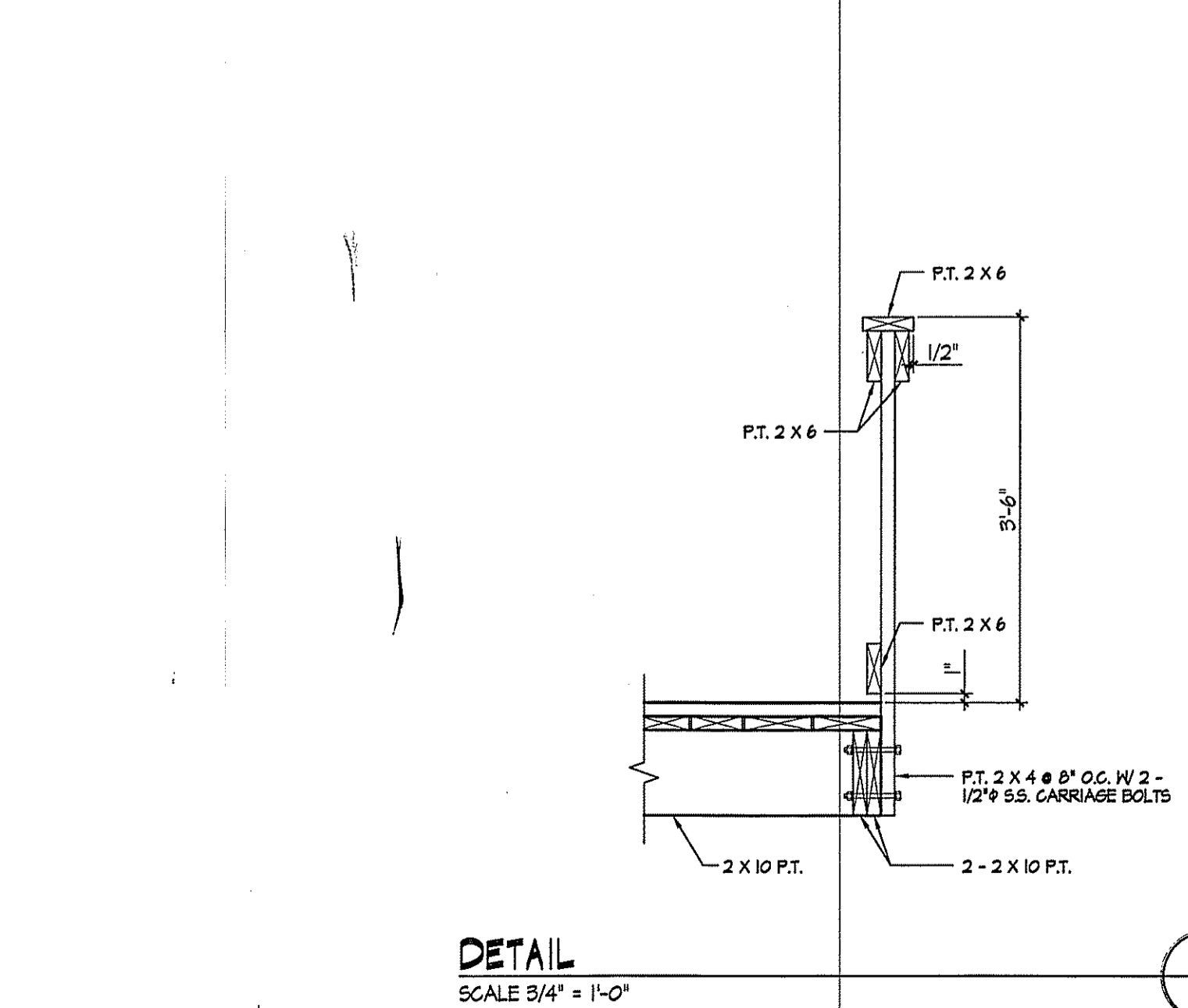
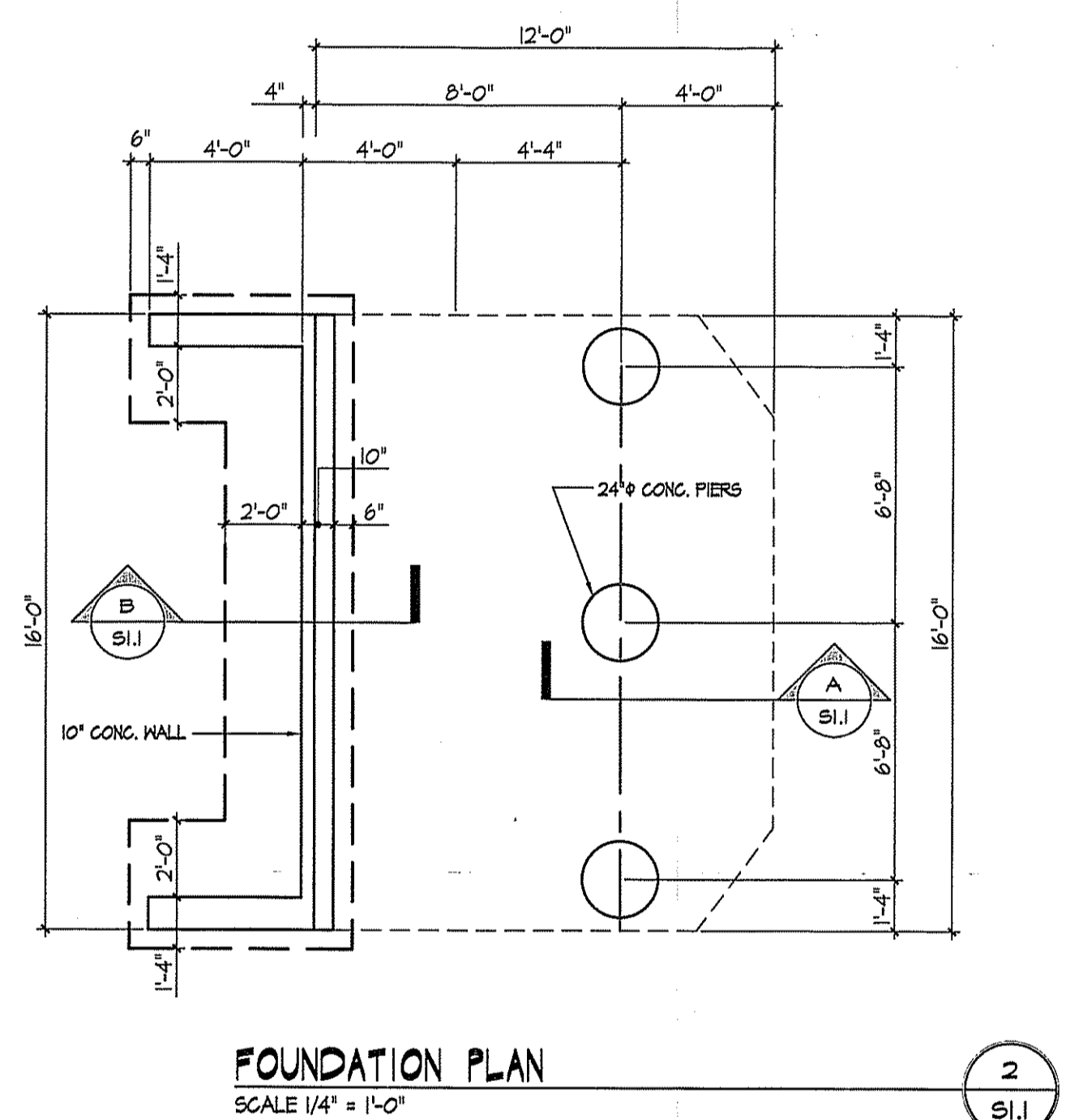
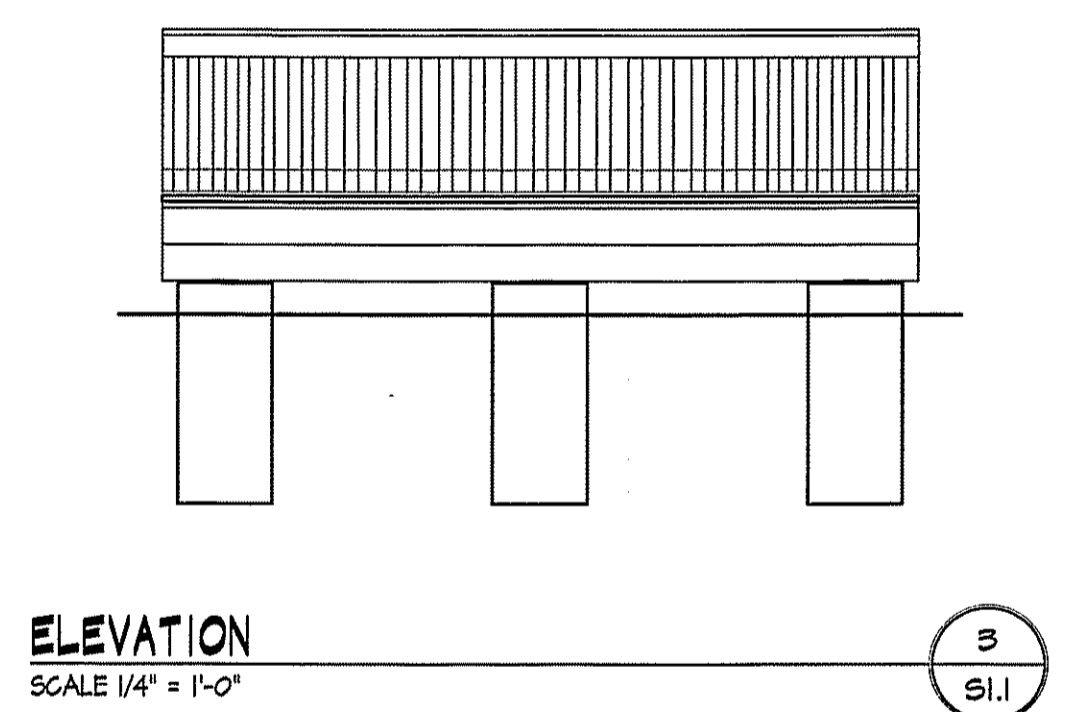
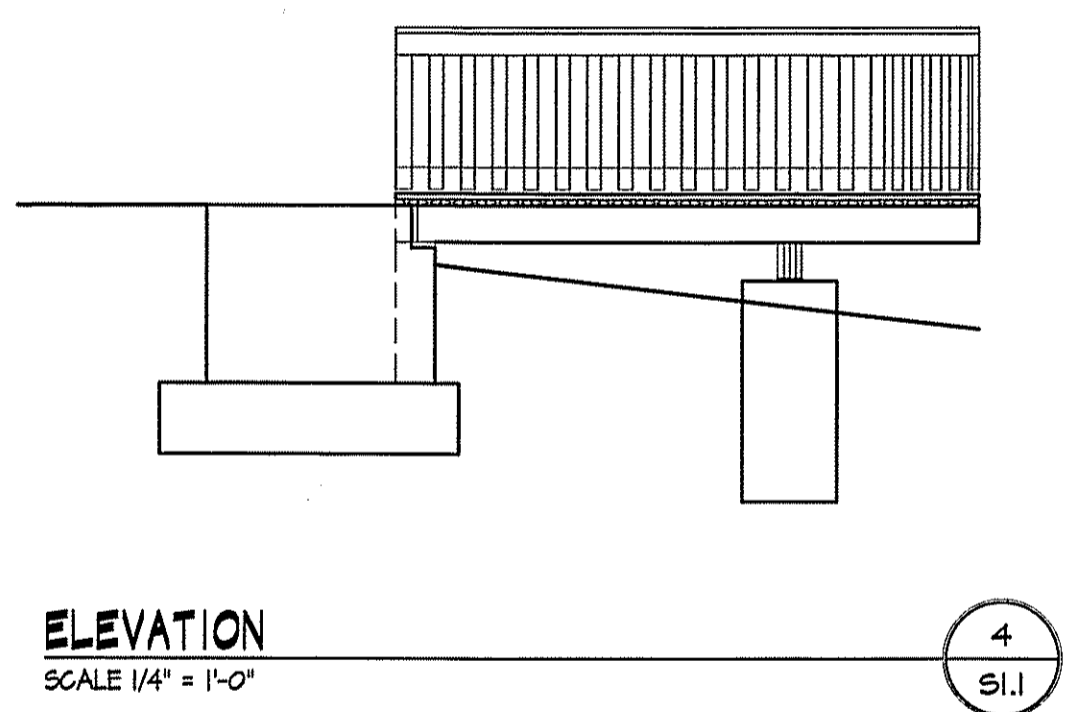
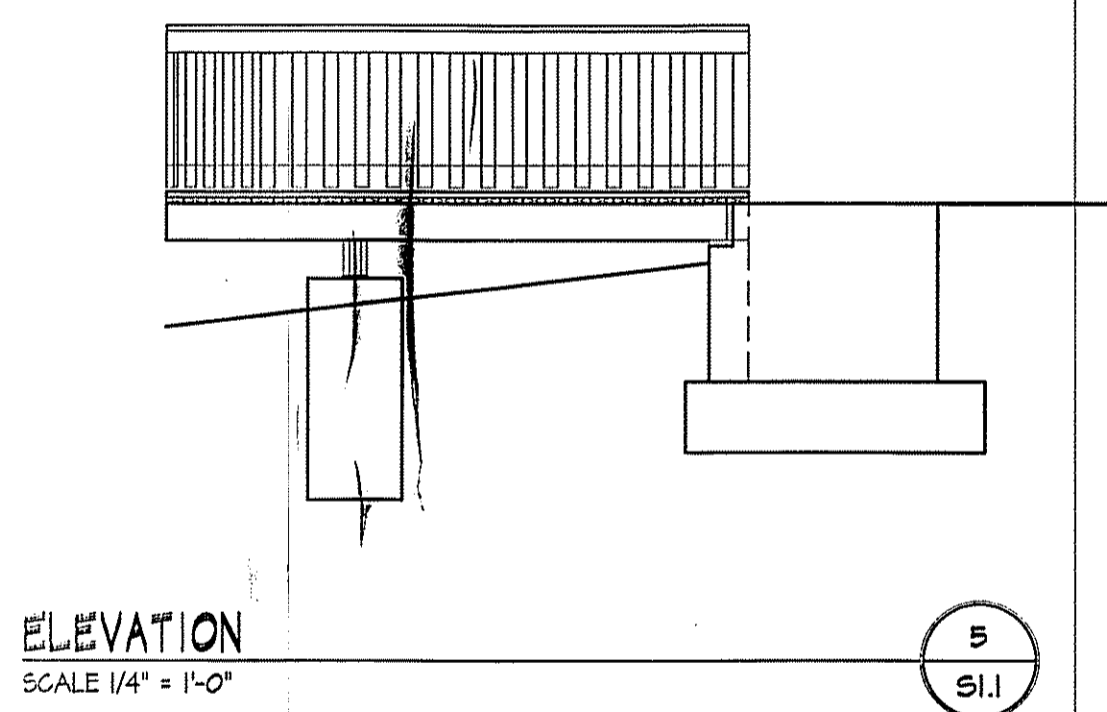
- ALL CONCRETE WORK SHALL CONFORM TO ALL REQUIREMENTS OF ACI 301 SPECIFICATIONS FOR STRUCTURAL CONCRETE BUILDINGS, EXCEPT AS MODIFIED BY THE FOLLOWING SUPPLEMENTAL REQUIREMENTS.
- ALL CONCRETE SHALL HAVE THE FOLLOWING 28 DAY COMPRESSIVE STRENGTHS:
 - A. ALL CONCRETE FOR FOUNDATIONS SHALL BE NORMAL WEIGHT WITH A COMPRESSIVE STRENGTH OF FC = 4000PSI.
 - B. ALL EXTERIOR CONCRETE FOR WALLS AND PIERS SHALL BE NORMAL WEIGHT WITH A COMPRESSIVE STRENGTH OF FC = 5000 PSI.
 - B. A CONCRETE ADDITIVE SUCH AS A SUPER PLASTICIZER MAY BE NORMAL WEIGHT WITH A COMPRESSIVE STRENGTH OF FC = 5000 PSI.
- ALL REINFORCING STEEL SHALL BE DEFORMED BARS CONFORMING TO ASTM A615, GRADE 60.
- MINIMUM CONCRETE PROTECTION FOR REINFORCING (EXCEPT AS OTHERWISE NOTED) SHALL CONFORM TO THE PROVISIONS OF ACI 301.
- SPLICING OF REINFORCEMENT, EXCEPT AS SHOWN IN THE DRAWINGS, IS NOT PERMITTED UNLESS SPECIFICALLY APPROVED BY THE ENGINEER. UNLESS OTHERWISE SHOWN IN THE DRAWINGS, THE TYPICAL SPLICE LENGTHS SHALL BE AS FOLLOWS:
#4 L = 20" #5 L = 25" #6 L = 31" #7 L = 34"
- DETAILING OF ALL REINFORCING STEEL SHALL CONFORM TO "ACI MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES" (ACI318).
- PROVIDE CORNER REINFORCING WITH REQUIRED LAP SPLICE LENGTHS AT ALL CORNERS AND INTERSECTIONS OF FOOTINGS AND WALLS.

EXCAVATION + GRADING NOTES

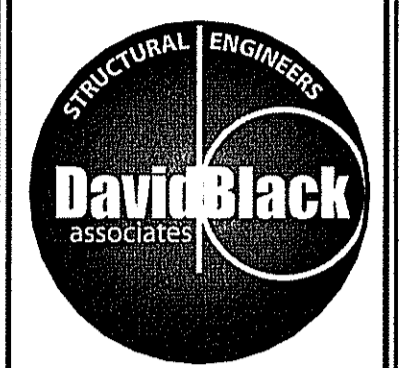
- ALL CONSTRUCTION OPERATIONS SHALL BE CARRIED OUT IN SUCH A MANNER SO THAT EROSION AND AIR AND WATER POLLUTION WILL BE MINIMIZED. DISTURBING OF THE NATURAL VEGETATION ALONG THE STREAM TO BE MINIMIZED. THE WORK AREA SHALL BE LIMITED TO THE IMMEDIATE AREA ADJACENT TO THE BRIDGE.
- EXCAVATED MATERIAL SHALL BE PLACED, WHEN PRACTICAL, ON THE UP SLOPE SIDE OF THE EXCAVATION TO RETARD THE EROSION OF SOIL. BACKFILL MATERIAL SHALL BE COMPACTED IN ACCORDANCE WITH SPECIFICATIONS AND DISTURBED SURFACES RETURNED TO ORIGINAL GRADE. ALL VEGETATION SHALL BE REESTABLISHED. CARE MUST BE TAKEN ON ANY SLOPED AREAS TO DIVERT RUNOFF BY USING STRAM BALES OR OTHER SUITABLE MEANS.
- UPON COMPLETION OF THE CONSTRUCTION, ALL BANKS, STREAM BED AND DISTURBED AREAS SHALL BE RETURNED TO ITS ORIGINAL CONDITION. ALL DISTURBED AREAS SHALL BE PROTECTED AGAINST SOIL EROSION BY SEEDING AND MULCHING.
- SANDBAGS SHALL BE USED TO TEMPORARILY DIVERT STREAM WITH A MINIMUM A MINIMUM 10 MIL POLY SHEETING COVER. TEMPORARY DEWATERING SHALL BE PUMPED TO AN ISOLATION AREA SURROUNDED BY STRAM BALES.

WOOD FRAMING NOTES

- THE LIGHT FRAMED WOOD CONSTRUCTION SHALL COMPLY WITH SECTION 2503 OF IBC AND AMERICAN FOREST AND PAPER ASSOCIATION WOOD FRAME CONSTRUCTION MANUAL FOR ONE AND TWO FAMILY DWELLINGS.
- WOOD FRAMING SHALL BE PRESSURE TREATED #2 YELLOW PINE.
- WOOD DECKING SHALL BE PRESSURE TREATED #2 YELLOW PINE DECKS.
- WOOD PLANKING WEARING SURFACE SHALL BE ROUGH SAWN #2 RED OAK OR APPROVED EQUAL WITH S1S AND S2E.
- EACH WOOD DECK MEMBER SHALL BE SCREWED TO EACH SUPPORT BEAM WITH TWO FLAT HEAD, 3" LONG STAINLESS STEEL SCREWS. THE WOOD WEARING DECK SHALL BE ATTACHED TO THE WOOD DECK BELOW WITH TWO FLAT HEAD, 3" LONG STAINLESS STEEL SCREWS AT 24" OC.
- BUTT JOINTS IN THE WOOD DECK AND THE WEARING DECK SHALL BE STAGGERED A MINIMUM OF 3' FOR ADJACENT MEMBERS.
- ALL METAL FASTENERS INCLUDING BOLTS AND LAG SCREWS SHALL STAINLESS STEEL WITH A MINIMUM TENSILE YIELD STRENGTH OF 58.0 KSI.
- ALL METAL HARDWARE FASTENERS SHALL BE STAINLESS STEEL AS MANUFACTURED BY SIMPSON STRONG-TIE OR APPROVED EQUAL WITH INSTALLATION PER MANUFACTURERS REQUIREMENTS.
- WOOD PRESERVATIVE TREATMENT (P.T.) SHALL BE PRESSURE IMPREGNATED WITH WOOD PRESERVATIVE IN ACCORDANCE WITH AASHTO M185 AND CERTIFIED FOR HEAVY DUTY GROUND CONTACT (UGCB). CUTTING AFTER PRESERVATIVE TREATMENT, THE EXPOSED WOOD SHALL BE TREATED WITH THE REQUIREMENTS OF AASHTO M185.



ALL DOCUMENTS PREPARED BY DAVID BLACK ASSOCIATES, INC. ARE INSTRUMENTS OF SERVICE WITH RESPECT TO THIS PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNERS, CONTRACTORS, OR OTHERS ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY DAVID BLACK ASSOCIATES, INC. WILL BE AT THE OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO DAVID BLACK ASSOCIATES, INC. THE OWNER SHALL INDEMNIFY AND HOLD HARMLESS, DAVID BLACK ASSOCIATES, INC. FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.



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CHAMBERSBURG BOROUGH
FISHING DOCK & KAYAK LAUNCH
CHAMBERSBURG, PENNSYLVANIA

REVISION DATE
ISSUE DATE
DEC 6, 2024
DRAWING TITLE
STREAM DECK + FOUNDATION PLANS,
ELEVATIONS, DETAILS + NOTES
PROJECT NO.
240911
SHEET NUMBER
51.1

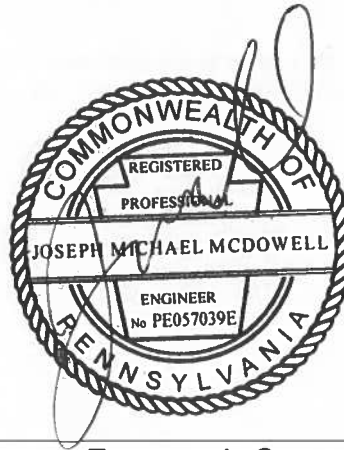
CHAMBERSBURG BOROUGH FISHING DOCK & KAYAK LAUNCH

DIVISION 02000, 03000 & 60000 – TECHNICAL SPECIFICATIONS

BOROUGH OF CHAMBERSBURG

FRANKLIN COUNTY

PENNSYLVANIA



ENGINEER'S SEAL

January 2025

Revised February 14, 2025

PREPARED FOR:

**BOROUGH OF CHAMBERSBURG
100 SOUTH SECOND STREET
CHAMBERSBURG, PA
17201-2515**

PREPARED BY:

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MM FILE: 1816**

CHAMBERSBURG BOROUGH FISHING DOCK & KAYAK LAUNCH
DIVISION 02000, 03000 & 60000 – TECHNICAL SPECIFICATIONS

T A B L E O F C O N T E N T S

<u>SECTION</u>	
02000	SITE WORK COORDINATION
02005	EROSION & SEDIMENTATION CONTROL PLAN
02055	REMOVAL, DISPOSAL, OR REFURBISHMENT OF EXISTING FACILITIES
02202	ROCK REMOVAL
02211	ROUGH GRADING
02218	LANDSCAPE GRADING
02222	EXCAVATION
02223	BACKFILLING
02230	SITE CLEARING
02240	DEWATERING
02721	AGGREGATE BASE COURSE
02750	ASPHALTIC CONCRETE PAVING
02760	PAVEMENT MARKING
02910	FINISH GRADING, SEEDING, AND SODDING
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02980	SITE FURNISHING & IMPROVEMENTS
02990	PROJECT RESTORATION
03300	CAST IN PLACE CONCRETE
61063	EXTERIOR ROUGH CARPENTRY
61323	HEAVY TIMBER CONSTRUCTION

SECTION 02000 – SITE WORK COORDINATION

PART ONE – GENERAL

1.1 WORK INCLUDED

- A. Description: The Drawings and Specifications for this Contract describe the work required by the General Contractor.
- B. The Contractor shall provide all labor, materials, apparatus, incidentals, trucking, tools, lifting equipment, superintendence and services required for performance of the Site Work herein specified and/or shown on the drawings and subject to approval of the Engineer and the Owner.
- C. All work and construction materials provided by the Contractor shall be guaranteed for a period of eighteen (18) months, except that work and construction materials provided in a PennDOT right-of-way(s) shall be guaranteed for twenty-four (24) months from the date of issuance of a Certificate of Completion and Final Acceptance by the Engineer. The Contractor's workmanship shall be similarly guaranteed.
- D. The Contractor shall review the project site prior to initiating work and shall meet with representatives of all affected utility companies to determine types and locations of underground and overhead utilities.
- E. The General Contractor shall be responsible for coordinating and distinguishing between his and the associated subcontractors' work limit responsibilities. The General Contractor shall be held accountable for a complete and proper installation according to the Drawings and Specifications.

1.2 PHYSICAL DATA

- A. Subsurface information for the Site is unavailable.
- B. Neither the Engineer nor the Owner make any guarantees as to the types of rock or shale to be encountered. Bidders are expected to examine site of work and logs of borings; and, after investigation, decide for themselves character of materials and make their bids accordingly. Upon proper application to the Owner, Bidders will be permitted to make subsurface explorations of their own at the site, prior to the submittal of bids.

1.3 PROFESSIONAL SURVEYING SERVICES

- A. Registered Professional Land Surveyor or Engineer, whose services are retained and paid for by the Contractor, shall perform services specified herein and in other specifications sections.

1.4 LAYOUT OF WORK

- A. The Contractor shall lay out the work from bench mark indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at Contractor's own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated on the Drawings. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established.
- B. Establish and plainly mark lines or points for each building and/or addition to each existing building and other lines and grades that are reasonable necessary to properly assure that location, orientation, and elevations established for each such structure and/or addition, and parking lot are in accordance with lines and elevations shown on Contract Drawings.
- C. Following completion of the earthwork, and before any other permanent work is performed, establish and plainly mark (through use of appropriate batter boards or other means) sufficient additional survey control points or system of points as may be necessary to assure proper alignment, orientation, and grade of all major features of work. Survey shall include, but not be limited to, location of lines and grades of new construction and major utilities.

Chambersburg Borough Fishing Dock & Kayak Launch – Technical Specifications

1. Such additional survey control points or system of points thus established shall be checked and certified by a Registered Land Surveyor or Engineer. Furnish such certification to the Engineer before any work such as grading, utilities, trenching and excavation and other critical work is started.
- D. Whenever changes from Contract Drawings are made in line or grading, record such changes on a reproducible record drawing.
- E. The Contractor shall report in writing to the owner any discrepancies found in the performance of the work.

END OF SECTION

SECTION 02005 - EROSION & SEDIMENTATION CONTROL PLAN

PART ONE – GENERAL

1.1 GENERAL STATEMENT

- A. The proposed plan shall minimize erosion and subsequent sedimentation caused by construction. The following guidelines shall be followed by the CONTRACTOR during construction.
 - 1. Minimize the area and time of exposure.
 - 2. Save existing vegetation, especially trees.
 - 3. Install temporary or permanent measures to control stormwater runoff in order to protect soil bared by construction.
 - 4. Practice proper line grading and excavation; hold line grading and excavation to a minimum.
 - 5. Establish permanent vegetation as soon as possible and no later than ten (10) days after project completion.
 - 6. Suitable protection (erosion netting, fibermats, etc.) will be laid over disturbed area when work will cease for a period greater than one (1) day.

1.2 INTENT

- A. It is the intent of this Specification to minimize sediment pollution of streams caused by erosion of areas disturbed by the CONTRACTOR'S operations.

1.3 GOVERNMENTAL REQUIREMENTS

- A. This section includes the requirements, to which the CONTRACTOR shall comply, of the PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (PaDEP), the Pennsylvania Fish Commission, and the local County Conservation District.
- B. It is required that the enclosed E & S Control Plan (Drawings) be implemented by the Contractor, using as a starting stage the existing conditions in the field.
- C. The Contractor shall also do the maintenance tasks specified on the E&S Drawings.

1.4 SUBMITTALS

- A. Product Data: Prepare and submit product data as applicable for sediment filter bags for pumped water and compost filter sock.

1.5 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 02211 – Rough Grading

PART TWO – PRODUCTS

2.1 GENERAL

- A. All products and materials shall meet the requirements of the local soil conservation district. NOTE: All reference to PDT shall mean the current issue of the Pennsylvania Department of Transportation Specification, Publication 408.

Chambersburg Borough Fishing Dock & Kayak Launch – Technical Specifications

- B. Aggregate: PDT 703.2, as indicated.
- C. Compost Filter Sock: PDT 867.2.
- D. Temporary Pipe: Corrugated Polyethylene (PE) Culvert Pipe, PDT 601.2(a)3.d.
- E. Rock Lining:
 - 1. Rock: PDT 850.2(a), Type A aggregate per PDT 703.2, Class R-4, or as indicated.
 - 2. Geotextiles: PDT 735, Class 2, Type A or B, as indicated.
- F. Geotextiles:
 - 1. Filter Bags for Pumped Water: PDT 735.1, Class 4 and/except as follows:
 - a. Geotextile physical requirements per Table A, Class 4, except use a seam breaking strength of 200 lbs., minimum.
 - b. Use a 401 lock chain stitch seam or a heat-bonded seam.
 - c. Permanently attach a manufacturer's label to each bag designating the maximum allowable flow rate of the bag in gallons per minute.
 - 2. Layer Separation (RCEs): PDT 735.1(a) and (b), Class 4.
- G. Mulch:
 - 1. Mulch for Seeded Areas: PDT 805.2(a)1.
 - 2. Mulch Binders: PDT 805.2(b) or provide other acceptable binder materials manufactured for this purpose.
- H. Temporary Seeding: certified Kentucky Bluegrass, Perennial Ryegrass, Creeping Red Fescue, Chewings Fescue, Hard Fescue, and Birdsfoot Trefoil seed.

PART THREE – EXECUTION

3.1 PLANNING OF CONSTRUCTION

- A. Accurate planning, coordination of construction and minimizing the area of disturbance are key factors in reducing sediment pollution. Clearing shall be kept to a minimum which will facilitate the construction.
- B. Minimize the duration of exposure of readily erodible soils. Construction activities shall be scheduled so that trenches can, to the greatest extent possible, be backfilled at the close of each working day, whereby only a minimum quantity of excavated material will be stockpiled and subject to loss.
- C. Restoration work shall be done as the project progresses and not be left until the end of the project. No areas shall be left unprotected for a period of more than fourteen (14) days.
- D. All areas on which final grading is completed after October 15 must be protected by a well-anchored mulch until the spring, when effective seeding can be undertaken.

Chambersburg Borough Fishing Dock & Kayak Launch – Technical Specifications

3.2 TRAFFIC CONTROL

- A. Minimization of the area of disturbance also involves traffic control. Corridors for equipment travel shall be established to protect those areas that will not be denuded. Instructions shall be issued that routes for convenience shall not be allowed and that the established equipment travel corridors must be used. These instructions must be enforced. Traffic shall be kept to an absolute minimum. Delivery of material will be required and this traffic shall enter and leave on a designated access route. Passenger vehicle traffic shall be discouraged. Workmen shall walk from the street rather than drive and they shall park on stabilized areas whenever possible. The filtering of sediment-laden runoff by vegetation is an important measure in the reduction of sediment delivered to downstream areas and it must be preserved. Indiscriminate and convenience travel shall not be allowed to destroy these natural filter areas.

3.3 CONSTRUCTION SEQUENCE

- A. Sequence erosion and sediment pollution control activities for Project in accordance with these requirements and Contract Drawings. Modify this sequence during construction to minimize soil erosion, abate water pollution, and ensure progress on the Project only after obtaining necessary approvals from the Engineer.

3.4 EXCAVATION AND BACKFILL

- A. Excavation for construction operations shall be closely controlled. The material removed from the excavation shall be selectively stockpiled in areas where a minimum of sediment will be generated and where other damage will not result from piled earth. Drainageways shall be protected at all times and the piling of soil in drainageways will not be allowed. Backfilling operations and soil to be removed from site shall be performed in such a manner that remaining trees are not damaged.
- B. All excavated material shall be stored in such a manner as to prevent loss due to rain, wind and/or other natural or construction caused activities.

3.5 PUMP WATER

- A. See Erosion and Sedimentation Control Narrative and Plans.
- B. Filter Bag for Pumped Water. Install according to Contract Drawings and manufacturers recommendations.

3.6 COMPOST FILTER SOCK

- A. Install Compost Filter Sock as shown on the Contract Drawings and per PDT 867.3.
- B. Place Compost Filter Sock at level grade. Extend both ends of a sock section up the slope so that the bottom of the sock ends at the top of the sock elevation.
- C. Do not permit the formation of concentrated flows on the drainage slope above a Compost Filter Sock installation. If concentrated flows do occur, immediately employ stabilization measures to prevent such conditions.
- D. Do not place Compost Filter Sock in any areas where rock or rocky soil prevents the full and uniform anchoring of the sock.

3.7 TEMPORARY STABILIZATION

- A. After the construction phase is complete, permanent vegetation on the areas that have been disturbed shall be reestablished as rapidly as possible. If the completion of the construction activities does not

Chambersburg Borough Fishing Dock & Kayak Launch – Technical Specifications

coincide with a season in which permanent vegetation can be started, an interim or temporary program is required. This shall include soil stabilization, mulching, or the establishment of filter strips or the use of scarification. In any case, sediment and erosion controls shall be installed promptly and their maintenance assured.

- B. Stabilize finished slopes by placing wood cellulose, mulch, seeding, and tack in approximate 5 foot vertical-height increments with permanent in-season seeding, as indicated on the Contract Drawings at the full application rates specified for seed, soil supplements, and mulch. Seed and protect the side-slope swales with the appropriate control materials, as indicated on the Contract Drawings, immediately after completing grading.
- C. Consider stabilization of slopes to occur when there is uniform 70% perennial vegetative growth.
- D. In areas where permanent seeding is to occur later than 14 calendar days after cessation of or completion of the excavation or embankment operation or stockpiling, perform temporary seeding and/or mulching. During non-germinating periods, apply mulch at the recommended rates.

3.8 MAINTENANCE

- A. General: Until stabilization of the site, properly maintain erosion and sedimentation control facilities. Perform maintenance including inspections of erosion and sedimentation control facilities after each runoff event and on a weekly basis. Immediately perform preventative and remedial maintenance work, including clean out, repair, replacement, regrading, reseeding and remulching.
- B. Compost Filter Sock: After reviewing the results of the inspection with the Engineer, either clean, repair, or replace Compost Filter Sock found to be in unsatisfactory condition. Remove accumulated sediment when it reaches one half (.5) the height of the sock. Accomplish cleaning, repair and/or replacement within four (4) working days of inspection. Immediately replace any sock section that has been undermined or topped with a rock filter outlet.
- C. Filter Bags for Pumped Water: Replace sediment filter bag when the contained silt reduces the bag's flow to approximately 50% of the rate of initial discharge, or when directed by the Engineer.
- D. Vegetative practices require maintenance. Frequently, a stand of vegetative cover established in the sediment and erosion control program is allowed to deteriorate and become ineffective. A fertilization and reseeding program shall be established and carried out as the construction proceeds. Areas where failures have been experienced in the establishment of both permanent and temporary vegetative protection shall be promptly treated. The re-establishment of permanent vegetative cover shall be initiated as soon as possible in an effort to keep the area requiring maintenance work to a minimum.

3.9 RELOCATION

- A. Relocate sedimentation control devices to other locations as schedule of activities dictate.

3.10 REMOVAL

- A. Remove sedimentation control devices and dispose off site when Engineer directs it or when related construction operations are complete. Immediately stabilize areas the Work disturbs during removal of the control devices.
- B. Dispose of used filter bags in the same pit on site designated for disposal of silt.

END OF SECTION

SECTION 02055 – REMOVAL, DISPOSAL, OR REFURBISHMENT OF EXISTING FACILITIES

PART ONE – GENERAL

1.1 SECTION INCLUDES

- A. This section specifies the removal of certain existing facilities under the work of this project.
- B. Work Included: Without intending to limit or restrict the extent of work involved, the work includes:
 - 1. Remove and re-install existing fences where required.
 - 2. Related excavation, backfilling, compaction, grading and paving.
 - 3. Cutting, patching, and clean-up.
 - 4. Permits, fees, licenses and approvals from regulatory agencies, as required.
 - 5. Incidental work – including existing canoe launch.

1.2 RELATED DOCUMENTS

- A. The specifications sections "General Conditions", and Supplementary General Conditions and Division 01000 specification sections apply to this section.

1.3 RELATED WORK

- A. Demolition work, as specified herein, is not intended to be performed as a wrecking operation but as preparatory work relative to the performance of the various construction operations of the project.

1.4 SITE CONDITIONS

- A. Exterior Dust Control: To prevent unnecessary spread of dust during performance of demolition work, thoroughly isolate areas with impermeable barriers or moisten surfaces and debris as required to prevent dust being a nuisance to the public, neighbors, and concurrent performance of other work on the site. Water for use in dust control shall be obtained from Contractor's own source.
- B. Protection: Exercise care during demolition and removal work to confine demolition operations to the facilities as indicated on the Drawings. The physical means and methods used for protection are at the Contractor's option. However, the Contractor will be completely responsible for replacement and restitution work of whatever nature at no expense to the Owner.
 - 1. Additionally, if public safety is potentially endangered during the progress of the demolition, provide adequate and required protective measures to protect public, pedestrian, and vehicular traffic.
 - 2. Signs, signals and barricades used shall conform to requirements of federal, state and local laws, rules, regulations precautions, orders and decrees.
- C. Explosives and Blasting: Not permitted in the performance of demolition work.

Chambersburg Borough Fishing Dock & Kayak Launch – Technical Specifications

PART TWO – PRODUCTS

2.1 MATERIALS

- A. Materials needed or required for temporary protection in the form of barricades, fences, enclosures, etc., may be used with construction materials of sound condition and reasonably clean. However, the condition of same materials must meet or exceed the requirements of governing agencies or approving bodies as may be involved with the work.
- B. Equipment, machinery, and apparatus (motorized or otherwise) used to perform the demolition and removal work shall be chosen at the Contractor's discretion. All such equipment must be able to safely perform the work within the limits of the Contract requirements.

PART THREE – EXECUTION

3.1 INSPECTION

- A. Prior to performance of the actual work, carefully inspect the entire site and locate those facilities designated to be demolished and removed.
- B. Do not begin work of this Section without approval to do so by the Owner.
- C. The Contractor shall be responsible for locating and marking all existing and buried active utilities and contacting "Pennsylvania One Call System, Inc." at 1-800-242-1776.
- D. Locate existing exposed and buried active utilities and determine the requirements for their protection and provide such protection.
- E. Verify that field measurements and existing mechanical equipment and piping arrangements are as shown on Drawings.
- F. Verify that abandoned piping and mechanical equipment serve only abandoned facilities.
- G. Commencement of demolition operations means Contractor has verified and accepted existing conditions.

3.2 PERFORMANCE

- A. General: The means and methods of performing demolition and construction operations are the sole responsibility of the Contractor.
- B. Trenching, Backfilling, and Compacting: Per requirements of Section 02310
 - 1. Should the Contractor excavate below the subgrade for new facilities, in demolishing or removing existing facilities, he will be required to restore the intended grade with aggregate backfill or with concrete as required by the Contract Documents at his own expense and at no additional cost to the Owner.
 - 2. Storage of clean backfill for future use shall be in an area designated by the Owner and shall not restrict the performance of Contractor's project related work.
- C. Debris Removal: Properly dispose of demolition debris off site in accordance with all Township, Local, State and Federal Regulations.

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- D. Items for Demolition: Existing equipment and structures in the project areas, identified on the Drawings to be removed, not claimed as salvage by the Owner, shall become the property of the Contractor. Such property must be removed from the site and be properly disposed of in accordance with all Township, Local, State and Federal Regulations.
- E. Cutting: Perform cutting work of existing structural and surface materials by such methods as will prevent extensive damage beyond the immediate area of cutting. No chipping or hammering will be permitted.
- F. Patching: All disturbed areas are to be restored to their original condition and blended in with surrounding surfaces.

END OF SECTION

SECTION 02202 – ROCK REMOVAL

PART ONE – GENERAL

1.1 SECTION INCLUDES:

- A. Removal of discovered rock during excavation.
- B. Expansive tools and explosives to assist rock removal.

1.2 RELATED SECTIONS:

- A. Section 02211 – Rough Grading
- B. Section 02222 – Excavation: Foundation excavation
- C. Section 02223 – Backfilling: Backfill materials.

1.3 UNIT PRICES:

- A. Adjustments in Contract Price will be made due to changes in quantity of rock, based on unit prices established in the Agreement for rock removal.
- B. Determination of Unit Measurements: Identified by site measurements and verified by the Engineer. Measurement to be based on minimum dimensions required to provide specified clearances.

1.4 DEFINITIONS

- A. Site Rock: Rock in open cut areas should be defined as material which cannot be excavated with the ripper of a Caterpillar D-8 Series Dozer or equivalent or any boulder or rock in excess of one and one-half (1 ½) cubic yards in volume.
- B. Trench Rock: Rock in footing trenches or excavations should be defined as material which cannot be removed with a Caterpillar E240 E240 Series Excavator (trackhoe), or equivalent, with a minimum stick force of 18,740 lbs. and a minimum bucket force of 28,660 lbs. or defined as any rock or boulder in excess of one-half (1/2) cubic yard.

1.5 SUBMITTALS

- A. Shop Drawings: Indicate intended method for removing rock.

PART TWO – PRODUCTS (NOT USED)

PART THREE – EXECUTION

3.1 EXAMINATION

- A. Verify site conditions and note subsurface irregularities affecting work of this Section.

3.2 PREPARATION

- A. Identify required lines, levels, contours, and datum.

3.3 ROCK REMOVAL – MECHANICAL METHOD

- A. Excavate and remove rock by the mechanical method. Drill holes and utilize expansive tools and wedges to fracture rock.
- B. Cut away rock to bottom of footing excavation to form level bearing and clear of side of footings.
- C. Remove shaled layers to provide sound and unshattered base for footings.
- D. Remove excavated materials from site.
- E. Correct unauthorized rock removal in accordance with lean concrete fill in accordance with Section 03300.

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3.4 ROCK REMOVAL – EXPLOSIVE METHOD

- A. Not Permitted.

3.5 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01400.
- B. Provide for visual inspection of foundation bearing surfaces and cavities formed by removed rock.

END OF SECTION

SECTION 02211

ROUGH GRADING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Removal of topsoil and subsoil.
- B. Cutting, grading, filling and rough contouring the site.

1.2 RELATED SECTIONS

- A. Section 02110 - Site Clearing.
- B. Section 02202 - Rock Removal.
- C. Section 02218 - Landscape Grading: Finish grading with topsoil to contours.
- D. Section 02222 - Excavation.
- E. Section 02223 - Backfilling: General area backfilling.

1.3 REFERENCES

- F. ANSI/ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb Rammer and 12 inch Drop.
- G. ANSI/ASTM D2922 - Test Methods for Density Soil and Soil-Aggregate in place by Nuclear Methods (Shallow Depth).
- H. ANSI/ASTM D3017 - Test Method for Water Content of Soil and Rock in place by Nuclear Methods (Shallow Depth).

1.4 SUBMITTALS

- A. Submit 40 lb sample of each type of fill to testing laboratory in air tight containers.

1.5 PROJECT RECORD DOCUMENTS

- A. Accurately record actual location of utilities remaining, by horizontal dimensions, elevations or inverts and slope gradients.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Topsoil: Excavated material, graded, free of roots, rocks larger than 1 inch, subsoil, debris, and large weeds.
- B. Subsoil: Excavated material, graded, free of lumps larger than 6 inches, rocks larger than 3 inches, and debris.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify site conditions under provisions of the General Conditions.
- B. Verify that survey benchmark and intended elevations for the Work are as indicated.

3.2 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Identify known underground, above ground, and aerial utilities. Stake and flag locations.
- C. Notify utility company to remove and relocate utilities where noted.
- D. Protect above and below grade utilities which are to remain.
- E. Protect plant life, lawns, rock outcropping and other features remaining as a portion of final landscaping.
- F. Protect bench marks, existing structures, trees, fences, sidewalks, paving, and curbs from excavation equipment and vehicular traffic.

3.3 TOPSOIL EXCAVATION

- A. Excavate topsoil from project work areas to be further excavated, re-landscaped, or re-graded.
- B. Stockpile in area designated on site. Remove excess topsoil not being used, from site.
- C. Stockpile topsoil to depth not exceeding 8 feet. Protect from erosion.

3.4 SUBSOIL EXCAVATION

- A. Excavate subsoil from areas to be further excavated, re-landscaped, or re-graded.
- B. Stockpile in area designated on site. Remove excess subsoil not being reused, from site.
- C. Stockpile subsoil to depth not exceeding 8 feet. Cover to protect from erosion.
- D. When excavation through roots is necessary, perform work by hand and cut roots with sharp axe.

3.5 FILLING

- A. Fill areas to contours and elevations with unfrozen materials.
- B. Granular Fill: Place and compact materials in continuous layers not exceeding 8 inches compacted depth, compacted to 100 percent.
- C. Subsoil Fill: Place and compact material in continuous layers not exceeding 8 inches, compacted depth, compacted to 100 percent or more.
- D. Maintain moisture content within 3 percentage points of the material is optimum moisture content to attain required compaction density as noted on drawings.
- E. Slope grade away from building minimum 2 inches in 10 ft, unless noted otherwise.
- F. Make grade changes gradual. Blend slope into level areas.
- G. Remove surplus fill materials from site.

3.6 TOLERANCES

- A. Top Surface of Subgrade: Plus or minus 1/10 foot.

3.7 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed by Engineer.
- B. Tests and analysis of fill material will be performed in accordance with ANSI/ASTM D1557.
- C. Compaction testing, if required, will be performed in accordance with ANSI/ASTM D1556 at the expense of the Contractor.
- D. If tests indicate Work does not meet specified requirements, remove Work, replace and retest at no cost to Owner.
- E. Frequency of Tests: As required.

END OF SECTION

SECTION 02218

LANDSCAPE GRADING

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Finish grade subsoil and proof roll
- B. Place, level, and compact topsoil.

1.2 RELATED WORK

- A. Section 02211 - Rough Grading: Subsoil contouring.
- B. Section 02223 - Backfilling: Backfilling and compacting fill.

1.3 PROTECTION

- A. Protect landscaping and other features remaining as final work.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Topsoil: Reused on-site material and imported from off-site; friable loam; free of subsoil; roots, grass, weeds, stone, and foreign matter; acidity range (pH) of 5.5 to 7.5; containing a minimum of 4 percent and a maximum of 25 percent organic matter.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Verify site conditions and note irregularities affecting work of this Section.
- B. Beginning work of this Section means acceptance of existing conditions.

3.2 SUBSOIL PREPARATION

- A. Eliminate uneven areas and low spots. Remove debris, roots, branches, stones, in excess of 1/2 inch in size. Remove subsoil contaminated with petroleum products.
- B. Scarify subgrade to depth of 3 inches where topsoil is scheduled. Scarify in areas where equipment used for hauling and spreading topsoil has compacted subsoil.

3.3 PLACING TOPSOIL

- A. Place topsoil to a compacted depth of 8 inches, in areas where seeding is scheduled and

18 inches below root ball where planting is scheduled.

- B. Use topsoil in relatively dry state. Place during dry weather.
- C. Fine grade topsoil eliminating rough or low areas. Maintain levels, profiles, and contours of subgrade.
- D. Remove stone, roots, grass, weeds, debris, and foreign material while spreading.
- E. Manually spread topsoil around trees, plants, and building to prevent damage.
- F. Roll placed topsoil.
- G. Remove surplus subsoil and topsoil from site.
- H. Leave stockpile area and site clean and raked, ready to receive landscaping.

3.4 TOLERANCES

- A. Top of Topsoil: Plus or minus 1/2 inch.

END OF SECTION

SECTION 02222

EXCAVATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Excavation for foundations.

1.2 RELATED SECTIONS

- A. Section 02202 - Rock removal: Removal of Rock during excavation.
- E. Section 02211 - Rough Grading.

1.3 FIELD MEASUREMENTS

- A. Verify that survey benchmark and intended elevations for the Work are as indicated.

PART 2 - PRODUCTS

- 2.1 Not Used.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Identify known underground, above ground, and aerial utilities. Stake and flag locations.
- C. Notify utility company to remove and relocate utilities where noted.
- D. Protect above and below grade utilities which are to remain.
- E. Protect plant life, lawns, rock outcropping and other features remaining as a portion of final landscaping.
- F. Protect bench marks, existing structures, fences, sidewalks, paving, and curbs from excavation equipment and vehicular traffic.

3.2 EXCAVATION

- A. Underpin adjacent structures which may be damaged by excavation work.
- B. Excavate subsoil required to accommodate foundations.

- C. Excavate to working elevations.
- A. Over-excavate to remove unsuitable soil as required by Engineer or designated consultant.
- E. Excavation cut not to interfere with normal 45 degree bearing splay of foundation.
- F. Grade top perimeter of excavation to prevent surface water from draining into excavation.
- G. Hand trim excavation. Remove loose matter. Compact excavation surface.
- H. Remove lumped subsoil, boulders, and rock up to 1/3 cu yd measured by volume. Larger material will be removed under Section 02202.
- I. Notify Engineer of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
- J. Correct unauthorized excavation at no extra cost to Owner.
- K. Correct areas over-excavated by error at direction of Owner by enlarging footings or installing properly placed backfill at no extra cost to Owner.
- L. Stockpile excavated material in area designated on site and remove excess material not being reused, from site.

3.3 FIELD QUALITY CONTROL.

- A. Provide for visual inspection of bearing surfaces.
- B. Dewater excavation as required to provide suitable dry surface for subsequent construction.

3.4 PROTECTION

- A. Protect excavations by methods required to prevent cave-in or loose soil from falling into excavation.
- B. Protect bottom of excavations and soil adjacent to and beneath foundation, from freezing.

END OF SECTION

SECTION 02223

BACKFILLING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Site structure backfilling to subgrade elevations.
- B. Consolidation and compaction.
- C. Fill for over-excavation.

1.2 RELATED SECTIONS

- A. Section 02218 - Landscape Grading: Filling of topsoil to finish grade elevation.
- B. Section 02222 - Excavation.
- C. Section 03300 - Cast-in-Place Concrete: Concrete materials.

1.3 REFERENCES

- A. ANSI/ASTM C136 - Method for Sieve Analysis of Fine and Coarse Aggregates.
- B. ANSI/ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb Rammer and 12 inch Drop.
- C. ANSI/ASTM D2922 - Test Methods for Density Soil and Soil-Aggregate in place by Nuclear Methods (Shallow Depth).
- D. ANSI/ASTM D3017 - Test Method for Water Content of Soil and Rock in place by Nuclear Methods (Shallow Depth).
- E. ANSI/ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb Rammer and 18 inch Drop.

1.3 SUBMITTALS

- A. Samples: Submit 10 lb. sample of each type of fill to testing laboratory, in air-tight containers.

PART 2 - PRODUCTS

2.1 FILL MATERIALS

- A. Coarse Crushed Stone: Pit run, Angular, washed natural stone; free of shale, clay, friable

material, sand, debris; graded in accordance with ANSI/ASTM C136 within the following limits:

<u>Sieve Size</u>	<u>Type A Percent Passing</u>	<u>Type B Percent Passing</u>
2 inches	100	---
1½ inches	---	100
One inch	---	95 to 100
¾ inch	52 to 100	---
½ inch	---	25 to 60
3/8 inch	36 to 70	---
No. 4	24 to 50	0 to 10
No. 8	---	0 to 5
No. 16	10 to 30	---
No. 200	0 to 10	---

- B. Type C - Stone Gravel: Natural stone; washed, free of clay, shale, organic matter; graded in accordance with ANSI/ASTM C136, to the following:
 - 1. Minimum Size: 1/4 inch.
 - 2. Maximum Size: 5/8 inch.
- C. Subsoil: Reusable on-site material and off-site imported, free of gravel larger than 3 inch size, and debris.
- F. Concrete: Structural concrete conforming to Section 03300 with a compressive strength of 2,000 psi.

2.2 ACCESSORIES

- A. Geotextile Fabric

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify fill materials to be reused are acceptable.
- B. Verify foundation perimeter drainage installation has been inspected.

3.2 PREPARATION

- A. Generally, compact subgrade to density requirements for subsequent backfill materials.
- B. Cut out soft areas of subgrade not capable of insitu compaction. Backfill with Type A or subsoil fill and compact to density equal to or greater than requirements for subsequent backfill material.

3.3 BACKFILLING

- A. Backfill areas to contours and elevations with unfrozen materials.
- B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.
- C. Granular Fill: Place and compact materials in continuous layers not exceeding 8 inches compacted depth.
- D. Soil Fill: Place and compact material in continuous layers not exceeding 8 inches compacted depth.
- E. Maintain optimum moisture content of backfill materials to attain required compaction density.
- F. Backfill against supported foundation. Do not backfill against unsupported foundations.
- G. Make grade changes gradual. Blend slope into level areas.
- H. Remove surplus backfill materials from site.
- I. Leave fill material stockpile areas completely free of excess fill materials.

3.4 TOLERANCES

- A. Top Surface of Backfilling: Plus 0.5 inch or minus one inch from required elevations.

3.5 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed by Engineer.
- B. Tests and analysis of fill material will be performed in accordance with ANSI/ASTM D698.
- C. Compaction testing will be performed in accordance with ANSI/ASTM D2922 AND D3017.
- D. If tests indicate Work does not meet specified requirements, remove Work, replace and retest at no cost to Owner.
- E. Frequency of Tests: as required.

3.6 PROTECTION OF FINISHED WORK

- A. Re-compact fills subjected to vehicular traffic.

3.7 SCHEDULE

- A. Exterior walk way and parking:
 - 1. Subsoil or Type A fill to subgrade elevation, 8 inch thick each lift as required, compacted to 95%.

- B. Fill Under Grass Areas:
 - 1. Subsoil fill to within 8 inches below finish grade, compacted to 90 percent.
- C. Fill Under Landscaped Areas:
 - 1. Subsoil fill to within 3'-0" inches below compacted to 90 percent.
- D. Fill to Correct Over-excavation:
 - 1. Lean concrete to minimum compressive strength of 2,000 psi.
 - 2. Type A structural fill, flush to required elevation, compacted to 100 percent.
- E. Moisture Condition:
 - 1. Moisture condition all fill and backfill materials to within three (3) percentage points of the respective material's optimum moisture content as determined by the ASTM D698 Test Method.

END OF SECTION

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SECTION 02230 - SITE CLEARING

PART ONE – GENERAL

1.1 SECTION INCLUDES

- A. Protection of Existing Improvements.
- B. Protection of Existing Trees and Vegetation.
- C. Salvageable Improvements.
- D. Removal of Trees and Other Vegetation.
- E. Topsoil Stripping.
- F. Clearing and Grubbing.
- G. Removal of Above-grade and Below-grade Improvements.
- H. Disposal of Waste Materials.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions and Supplementary General Conditions and Division 01000 Specification Sections, apply to this Section.

1.3 REGULATORY REQUIREMENTS

- A. Comply with the requirements of the Air Pollution Control Act (Act 245-1972), or as amended), the Solid Waste Management Act (Act 97-1980), and the permits specified in PDT 107.27(a), whichever are applicable. Do not burn, unless fully authorized by the Fire Marshall.
- B. Do not commence site clearing or grading until all Erosion & Sedimentation Control measures are in place and functioning.

PART TWO – PRODUCTS (Not Used)

PART THREE – EXECUTION

3.1 PROTECTION OF EXISTING IMPROVEMENTS

- A. Provide protections necessary to prevent damage to existing improvements indicated to remain in place.
 - 1. Protect improvements on adjoining properties and on Owner's property.
 - 2. Restore damaged improvements to their original condition, as acceptable to property owners.

3.2 PROTECTION OF EXISTING TREES AND VEGETATION

- A. Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or

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parking of vehicles within drip line. Provide temporary guards to protect trees and vegetation to be left standing.

1. Water trees and other vegetation to remain within limits of contract work as required to maintain their health during course of construction operations.
2. Provide protection for roots over 1/2 inch diameter that are cut during construction operations. Coat cut faces with an emulsified asphalt, or other acceptable coating, formulated for use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible.
3. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner acceptable to Architect. Employ a licensed arborist to repair damages to trees and shrubs.

3.3 SALVAGABLE IMPROVEMENTS

- A. Carefully remove items indicated to be salvageable, and store on Owner's premises where indicated or directed.

3.4 REMOVAL OF TREES AND OTHER VEGETATION

- A. Remove trees, shrubs, grass and other vegetation, improvements or obstructions as required to permit installation of new construction. Remove similar items elsewhere on site or premises as specifically indicated. "Removal" includes digging out and off-site disposing of stumps and roots.
 1. Cut minor roots and branches of trees indicated to remain in a clean and careful manner, where such roots and branches obstruct installation of new construction.

3.5 TOPSOIL STRIPPING

- A. Topsoil is defined as friable clay loam surface soil found in a depth of not less than 4 inches. Satisfactory topsoil is reasonably free of subsoil, clay lumps, stones and other objects over 2 inches in diameter, and without weeds, roots and other objectionable material.
 1. Strip topsoil of the proposed area to be disturbed during construction to whatever depths encountered in a manner to prevent intermingling with underlying subsoil or other objectionable material.
 - a. Remove heavy growths of grass from areas before stripping.
 - b. Existing trees outside of work areas are to remain, leave existing topsoil in place within drip lines to prevent damage to root system.
 2. Stockpile topsoil in storage piles in areas indicated or directed. Construct storage piles to provide free drainage of surface water. Cover storage piles, if required, to prevent wind erosion. Topsoil shall be placed in lawn areas to the same depth as before construction.

3.6 CLEARING AND GRUBBING

- A. Clear site of trees, shrubs and other vegetation, except for those indicated to be left standing.
 1. Completely remove stumps, roots and other debris protruding through ground surface.
 2. Use only hand methods for grubbing inside drip lines of trees indicated to remain.

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3. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.
 - a. Place fill material in horizontal layers not exceeding 6 inches loose depth, and thoroughly compact to a density equal to adjacent original ground.

3.7 REMOVAL OF ABOVE-GRADE AND BELOW-GRADE IMPROVEMENTS

- A. Remove existing above-grade and below-grade improvements as indicated and as necessary to facilitate new construction.

3.8 DISPOSAL OF WASTE MATERIALS

- A. Burning is not permitted on Owner's property.
- B. Remove waste materials and unsuitable or excess topsoil from Owner's property.
- C. Recycle or salvage waste when practical. Document per Section 01505 - Construction Waste Management.

END OF SECTION

SECTION 02240 – DEWATERING

PART ONE – GENERAL

1.1 SUMMARY

A. Section Includes:

1. Dewatering consists of performing work necessary to lower and control groundwater levels and hydrostatic pressures to permit excavation and construction to be performed in near-dry conditions.
2. Control of surface and sub-surface water, ice and snow are part of dewatering requirements.

B. Related Sections:

1. Section 02222 – Excavation
2. Section 02223 – Backfilling
3. Section 02250 – Shoring & Bracing

C. Related Documents:

1. The specifications sections "General Conditions", "Special Conditions" and "General Requirements" form a part of this Section by this reference thereto and shall have the same force and effect as if printed herewith in full.

1.2 QUALITY ASSURANCE

- A. Maintain adequate supervision and control to ensure that stability of excavated and constructed slopes are not adversely affected by water; erosion is controlled or flooding of excavation does not occur.

PART TWO – PRODUCTS (NOT USED)

PART THREE – EXECUTION

3.1 DEWATERING

- A. Provide an adequate system to lower and control surface and groundwater in order to permit excavation and placement of facilities under dry conditions.
- B. Dispose of water removed from excavations in a manner to avoid endangering public health, property, and portions of work under construction or completed. Dispose of water in a manner to avoid inconvenience to others engaged in work about site. Provide sumps, sedimentation tanks, and other flow control devices as required by governing authorities.

END OF SECTION

SECTION 02721 – AGGREGATE BASE COURSE

PART ONE – GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Aggregate base course under pavement and walks.
- B. Related Sections:
 - 1. Section 02222 – Excavation
 - 2. Section 02223 – Backfilling
 - 3. Section 02750 – Asphaltic Concrete Paving

1.2 REFERENCES

- A. Reference Standards:
 - 1. ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb (2.49 Kg) Rammer and 12 inch (304.8 mm) Drop.
 - 2. ASTM D6938 – Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
 - 3. ASTM D3017 - Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures.
 - 4. Pennsylvania Department of Transportation Specification Publication 408.

1.3 WARRANTY AGAINST SETTLEMENT

- A. The Excavation Contractor shall provide to the Owner a written warranty against settlement of any fill material for a period of two years from the date of Substantial Completion for the project.

PART TWO – PRODUCTS

2.1 MATERIALS

- A. Coarse Aggregate Type 2A.

PART THREE – EXECUTION

3.1 EXAMINATION

- A. Verify substrate has been inspected, gradients and elevations are correct, and is dry.

3.2 PREPARATION

- A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping and re-compacting.
- B. Do not place fill on soft, muddy or frozen surfaces.

3.3 AGGREGATE PLACEMENT

- A. Spread aggregate over prepared substrate to a total compacted thickness as specified on Drawing Details.
- B. Place aggregate in maximum 4 inch layers and compact to specified density.
- C. Level and contour surfaces to elevations and gradients indicated.
- D. Add small quantities of fine aggregate to coarse aggregate as appropriate to assist compaction, as determined by a qualified Geotechnical Engineer.

SECTION 02750 – ASPHALTIC CONCRETE PAVING

PART ONE – GENERAL

1.1 SUMMARY

A. Section Includes:

1. Placing asphaltic concrete in road areas to be trenched and patched.
2. Tie into existing paving.
3. Surface sealer.
4. Stone base course.
5. 25 mm Superpave Bituminous Base Course.
6. 9.5 mm Superpave Bituminous Wearing Course.
7. Compliance with Local and State Requirements for trenching and patching.
8. Provide Two-Year Warranty.

B. Description: Provide asphaltic concrete paving complete, in place, as shown on the Drawings, or as required to do a complete and proper installation.

C. Related Sections:

1. Section 02222 – Excavation

D. Related Documents:

1. The specifications sections "General Conditions", "Special Conditions" and "General Requirements" form a part of this Section by this reference thereto and shall have the same force and effect as if printed herewith in full.

1.2 REFERENCES

A. Reference Standards:

1. The Asphalt Institute C Manual MS-4 C The Asphalt Handbook.
2. The Asphalt Institute C Manual MS-13 C Asphalt Surface Treatments and Asphalt Penetration Macadam.
3. ASTM D.946 C Asphalt Cement for Use in Pavement Construction.
4. Specifications of the Local Municipality or Pennsylvania Department of Transportation.

1.3 SUBMITTALS

A. General: Provide submittals in accordance with the General Conditions of the Contract and Section 01350 – Submittals.

1. Certificates: Submit Documentation that source of each material is PennDOT approved.

B. Closeout Submittals:

1. Warranties and Bonds: Provide Warranties and Bonds in accordance with the General Conditions of the Contract.
2. Record Documentation: Provide Record Documentation in accordance with the General Conditions of the Contract.

1.4 QUALITY ASSURANCE

A. Regulatory Requirements:

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1. Comply with all pertinent codes and regulations.
 2. Conform to applicable standards for paving work on public property.
 3. All installation and materials shall be in compliance with The Asphalt Institute Document and Pennsylvania Highway Standards (Penn-DOT Specification Form 408).
 4. Paving: In accordance with PennDOT Publication 70, Guidelines for Design of Local Roads and Street.
- B. Mixing Plant: Conform to State of Pennsylvania standards.
- C. Obtain materials from PennDOT's Approved Source throughout.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Protection: Use all means necessary to protect the materials of this Section before, during and after installation and to protect the work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

1.6 PROJECT CONDITIONS

- A. Do not place asphalt when base surface temperature is less than 40 degrees Fahrenheit.
- B. Do not place asphalt when base surface is wet or contains an excess of moisture which would prevent uniform placement, compaction and curing.

1.7 TESTS

- A. Provide required test services.

1.8 WARRANTY

- A. The Paving Contractor shall provide to the Owner a written two-year warranty for sub-grade preparation, sub-base preparation, sub-base, base and wearing courses.

PART TWO – PRODUCTS

2.1 STONE BASE COURSE

- A. Stone base course shall be PennDOT #2A crushed limestone coarse aggregate meeting the requirements of PennDot Publication 408, Section 703, and installed in accordance with PennDOT Publication 408, Section 350.

2.2 ASPHALTIC SURFACING MATERIALS

- A. Primer: Homogenous medium curing liquid asphalt.
- B. Tack Coat: (Bituminous as per PennDot 408, Section 703.1) To be used for bonding of new asphalt to existing asphalts.
- C. Joint Sealer: Asphalt cement conforming to the requirements below.
- D. Asphalt Concrete:
1. Asphalt concrete shall be placed at the design proportions specified in the authorized job mix formula, within the specified production tolerances for combined aggregate gradation and asphalt binder content. Asphalt concrete placed at a project, sampled and tested in accordance with this specification, shall have a gradation that complies with the authorized design gradation \pm the production tolerance(s) specified in the authorized job mix formula. Asphalt concrete placed at a project, sampled and tested in accordance with this specification, shall have an asphalt content that complies with the design asphalt content \pm 0.5% (laboratory analysis).

SECTION 02760 – PAVEMENT MARKING

PART ONE – GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Pavement marking.
- B. Description: Provide pavement marking in the types and arrangements shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- C. Related Documents:
 - 1. The specifications sections "General Conditions", "Special Conditions" and "General Requirements" form a part of this Section by this reference thereto and shall have the same force and effect as if printed herewith in full.

1.2 SUBMITTALS

- A. General: Provide submittals in accordance with the General Conditions of the Contract and Section 01350 – Submittals.
 - 1. Product Data: Within 60 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - a. Materials list of items proposed to be provided under this Section.
 - b. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
 - c. Photographs, scale drawings, or other data acceptable to the Architect, showing types of graphics proposed to be used.
- B. Closeout Submittals:
 - 1. Warranties and Bonds: Provide Warranties and Bonds in accordance with the General Conditions of the Contract and Section 01740 – Warranties & Bonds.
 - 2. Record Documentation: Provide Record Documentation in accordance with the General Conditions of the Contract and Section 01750 – Record Drawings.

1.3 QUALITY ASSURANCE

- A. Regulatory Requirements: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. All paints, primers and clear finishes used shall be low volatile organic compound (VOC) type in accordance with Green Seal Standard GS-11 for interior paint, GC-03 for anti-corrosive paint, and South Coast Air Quality Management District (SCAQMD) Rule #1113 for clear wood finishes and stains.

1.4 WARRANTY

- A. Manufacturer Warranty: Supply a one year warranty on all installation and materials.

PART TWO – PRODUCTS

2.1 ACCEPTABLE PRODUCTS

- A. **Traffic Paint** as manufactured by **J.E. Bauer Company**
- B. **Traffic Paint** as manufactured by **Tnemec**

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- C. **Romark Traffic** as manufactured by **Glidden-Durkee**
- D. Or approved equal.

2.2 DESCRIPTION

- A. Provide paint specifically formulated for use as pavement marking in automobile traffic areas, and in the colors selected by the Architect from standard colors of the approved manufacturer.
- B. Description: Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

PART THREE – EXECUTION

3.1 PREPARATION

- A. Surface Preparation: Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 INSTALLATION

- A. Special Techniques: Using proper masking, stencils, and application equipment recommended for the purpose by the manufacturer of the approved paint, apply the approved paint in strict accordance with its manufacturer's recommendations.

3.3 CLEANING

- A. When paint is thoroughly dry, visually inspect the entire application, and...
 - 1. Touchup as required to provide clean, straight lines and surfaces throughout.
 - 2. Using a permanently opaque paint identical in color to the surface on which the paint was applied, block out and eliminate all traces of splashed, tracked, and/or spilled pavement marking paint from the background surfaces.

3.4 PROTECTION

- A. Provide traffic cones, barricades, and other devices needed to protect the paint until It is sufficiently dry to withstand traffic.

3.5 SCHEDULE

Handicapped Spaces:	Blue
Parking Stalls and Numbers:	Yellow
Unloading Zones:	Blue
Crosswalks:	Blue

END OF SECTION

SECTION 02910 – FINISH GRADING, SEEDING, AND SODDING

PART ONE – GENERAL

1.1 SUMMARY

A. Section Includes:

1. Preparation of subgrade.
2. Place, level, and compact topsoil.
3. Soil testing and analysis.
4. Seed bed preparation: seeding, fertilizing and mulching.
5. Lawn establishment and maintenance.
6. Sodding.

B. Description: Provide items above complete, in place, as shown on the Drawings, or as required to do a complete and proper installation.

C. Related Sections:

1. Section 02222 – Excavation
2. Section 02223 – Backfilling

D. Related Documents:

1. The specifications sections "General Conditions", "Special Conditions" and "General Requirements" form a part of this Section by this reference thereto and shall have the same force and effect as if printed herewith in full.

1.2 REFERENCES

A. Abbreviations and Acronyms:

1. **AOAC:** Association of Official Agricultural Chemists
2. **ASTM:** American Society for Testing and Materials
3. **FS:** Federal Specifications

B. Reference Standards:

1. AOAC - Official Method of Analysis.
2. ASTM C602 - Agricultural Liming Materials.
3. FS O-F-241
4. Fertilizer, Mixed, Commercial.

1.3 SUBMITTALS

A. General: Provide submittals in accordance with the General Conditions of the Contract and Section 01350 – Submittals.

1. Certificates: Manufacturer's certification that materials meet specification requirements.
2. Test and Evaluation Reports:
 - a. Topsoil: Provide laboratory test results of analysis indicating N, P, and K requirements, organic matter content, and pH value of soil to show that the topsoil is in compliance with specifications.
 - b. Seed: Results of seed purity and germination tests.

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B. Closeout Submittals:

1. **Warranties and Bonds:** Provide Warranties and Bonds in accordance with the General Conditions of the Contract and Section 01740 – Warranties & Bonds.
2. **Record Documentation:** Provide Record Documentation in accordance with the General Conditions of the Contract and Section 01750 – Record Drawings.

1.4 QUALITY ASSURANCE

A. Regulatory Requirements:

1. Pennsylvania Department of Agriculture:
 - a. Pennsylvania Seed Act of 1965, Act No. 187.
 - b. Pennsylvania Agriculture Lime Act of 1961, P.L.435.

B. Qualifications:

1. **Testing Agency:**
 - a. **Soil Tests:** Pennsylvania State University, College of Agriculture, Merkle Laboratory. Phone: (814) 863-0841.
 - b. **Seed Tests:** Pennsylvania Department of Agriculture.
2. **Source Quality Control:**
 - a. **Topsoil:** Analysis conforming to procedures of the Association of Official Agricultural Chemists.
 - b. **Seed:** Producer's tests for purity and germination of seed, dated within 9 months of sowing.

1.5 DELIVERY, STORAGE AND HANDLING

A. Delivery:

1. Do not deliver materials to job site until project is ready for their immediate application.
2. Deliver grass seed in manufacturer's original containers showing analysis of seed mixture, percentage of pure seed, year of production, net weight, date of packaging and location of packaging.
3. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacture.
4. Damaged packages are not acceptable.

B. Storage and Handling:

1. Store materials indoors in cool, dry, ventilated area, well protected from ground moisture and elements.
2. Seed that has become wet, musty or otherwise damaged in transit or storage will not be accepted and must be removed from site immediately.
3. Fertilizer that is caked, or otherwise damaged will not be accepted and must be removed from site immediately.

1.6 PROJECT CONDITIONS

- A. Do not prepare frozen topsoil or plant seed on frozen soil.
- B. Do not perform seeding operations when wind exceeds 15 mph.
- C. **Seeding operations shall be performed:**
 1. **Spring:** Between dates of March 15 to May 15.

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- 2. Fall: Between dates of August 15 to September 15.
- 3. Other periods may be authorized upon approval of the Architect or Landscape Architect.

1.7 PROTECTION

- A. Restrict foot and vehicular traffic from seeded areas after seeding to end of maintenance period.

1.8 GUARANTEE

- A. This Contractor guarantees all plants and seed to remain hearty and healthy for a period of two years after Substantial Completion of the project.

PART TWO – PRODUCTS

2.1 GROWING MEDIA

- A. Stockpiled Topsoil: Re-use existing stripped and stockpiled topsoil which is fertile agricultural soil capable of sustaining vigorous plant growth, not in frozen or muddy condition, containing not less than 6% organic matter, and which has a pH value of 5.9 to 7.0 or which has been corrected as determined by soil analysis. Topsoil shall be free from subsoil, clay, stones, sods, live plants, roots, sticks, crabgrass and other noxious weeds, and foreign matter.
- B. Imported Topsoil: If additional topsoil is required, it shall be natural, fertile agricultural soil typical of locality, capable of sustaining vigorous plant growth, from well drained site free of flooding, not in frozen or muddy condition, containing not less than 6% organic matter, and which has a pH value of 5.9 to 7.0. Apply soil amendments to bring topsoil into compliance with specifications. Agricultural testing shall define performance standards. Furnished topsoil shall be free from sub-soil, clay, stones, sods, live plants, roots, sticks, crabgrass and other noxious weeds, and foreign matter.
- C. Due to the potentially poor quality of topsoil on this site, the Contractor shall provide an Alternate price to furnish 3" of imported good quality topsoil over the front and side lawn areas on top of the site topsoil.
- D. Soil Amendments: As required to bring planting zone soil into compliance.

2.2 SEED MIXTURE

- A. Conform to requirements of the Pennsylvania Department of Agriculture, Blue Tag Certification.
- B. Producer or dealer mixed as follows:
 - 1. Lawn Seed:

<u>Species:</u>	<u>% Weight:</u>	<u>By % Purity:</u>	<u>% Germination:</u>
Kentucky Bluegrass Mixture	40	98	80
Perennial Ryegrass Mixture	40	98	90
Creeping Red Fescue or Spreading Fescue	20	98	85

(OR: Use the following for LEEDS projects.)

<u>Species:</u>	<u>% Weight:</u>	<u>By % Purity:</u>	<u>% Germination:</u>
Creeping Red Fescue	70	97	85
White Dutch Clover	15	98	85
Autumn Bentgrass	15	98	85

- 2. Seed for Sloped Areas (sloped areas 3:1 or greater):

(The following grows up to 18" tall. Consists of grass & blooming plants.)

<u>Species:</u>	<u>% Weight:</u>	<u>By % Purity:</u>	<u>% Germination:</u>
Lancer Perennial Pea	10	95	90

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Lathco Flat Pea	35	95	90
Hard Fescue	10	95	90
Red Fescue	10	95	90
Annual Ryegrass	35	98	90

(OR: Ernst Conservation Seed Mix #181 Native Steep Slope Mix.) *(This grows 24"+ tall. Consists of grass & blooming plants)*

(OR: The following grows contains crown vetch, which is invasive. Try not to use this!)

<u>Species:</u>	<u>% Weight:</u>	<u>By % Purity:</u>	<u>% Germination:</u>
Crown Vetch	45	99	70
Annual Ryegrass	55	98	90

C. Seed shall be clean, dry, new crop.

2.3 FERTILIZER

A. Shall comply with FS O-F-24ID, Type I, Grade (b).

B. Available nutrients by weight:

1. Basic Fertilizer: Apply basic fertilizer as per soil test recommendation.
2. Starter Fertilizer:
 - a. Apply starter fertilizer as per soil test recommendation.
 - b. If recommended on analysis, apply Nitrogen in small amounts (1 to 1.5 lb of/1,000 SF) as starter fertilizer.

2.4 LIME

A. Shall be ground limestone (Dolomite), ASTM C602, containing not less than 85% total carbonates.

B. Ground to a fineness that will pass through the following sieves:

<u>Sieve No.:</u>	<u>Percentage:</u>
#100	50%
#20	90%

C. Apply in quantities recommended in soil test analysis only.

2.5 MULCH

A. Shall be cereal straw free of objectionable weeds or other deleterious materials.

B. Mushroom Manure shall be used as mulch on the lawn areas.

2.6 MUSHROOM MANURE

A. Shall be of organic origin, free of all foreign material larger than 2" in any dimension and substances toxic to plant growth.

B. Minimum physical and chemical properties as follows:

1. Organic Matter: 20%
2. Water Holding Capacity: 120%
3. Ph: 6.0

2.7 WATER

A. Free of substances harmful to plant growth, suitable for drinking.

2.8 OPEN WEAVE TEXTILE EROSION CONTROL BLANKET

- A. Biodegradable open weave textile short term erosion control mat with a maximum service life of 3 months or less.

2.9 SOD

- A. Turfgrass Sod Quality: Turfgrass sod shall be of good quality, free of weeds, disease and insects and of good color and density.
- B. Thickness of Cut: Turf shall be machine-cut at a minimum uniform soil thickness necessary for plant viability during the Harvest-Transport-Installation cycle.
- C. Turfgrass sod for General Purpose Lawns shall be a mixture within the following ranges:

Bluegrass:	50-100%
Fine Fescue:	0-30%
Perennial Ryegrass:	0-25%

PART THREE – EXECUTION

3.1 INSPECTION

- A. Examine areas to receive topsoil and preparation for seeding to assure work of other trades has been completed.
- B. Check that preceding work affecting sub-grade surface has been completed.
- C. Ensure that soil is unfrozen and within allowable range of moisture content.

3.2 SUBSOIL PREPARATION

- A. Eliminate uneven areas and low spots.
- B. Scarify and loosen undisturbed subsoil to depth of 3" prior to placement of topsoil.
- C. Remove rocks and other objects over 1/2" in diameter.
- D. Remove subsoil contaminated with petroleum products, roots, rocks, weeds and foreign material in excess of 2".

3.3 TOPSOIL PLACEMENT AND FINISH GRADING

- A. Place topsoil and uniformly spread to minimum depth of 6" over areas to be seeded. During dry weather, topsoil in shrub beds shall be spread to a depth of 18" and tree beds spread as shown on details.
- B. Rake surface until smooth, removing foreign materials collected, remove rocks and other objects over 1/2" in diameter and finish grade to assure positive drainage away from building as indicated on drawings.
- C. Finish ground level to elevations and grades indicated, plus or minus 1/2" of finished grades indicated on Drawings, firm and sufficient to prevent sinkage pockets when irrigation is applied. Lightly compact soil and roll placed topsoil. Moderately Compact topsoil along all sidewalks to reduce settlement. Make flush with top of sidewalk.
- D. Grade and prepare sites of topsoil stockpiles for seeding.
- E. Place and spread any surplus topsoil in areas and to depth directed by A/E, unless Owner directs the surplus subsoil & topsoil be removed from site.
- F. All seeding surfaces shall have the rock and gravel removed by use of a Rock Hound equipment to a depth of 3". All areas shall be inspected after several rains and all rocks or gravel that appears on the surface shall be removed (by hand or rake).

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- G. Leave stock pile area and site clean and raked, ready to receive landscaping products.

3.4 SEED BED PREPARATION

- A. Conduct soil tests on all prepared topsoil for seeded areas:
 - 1. One test shall be taken for each 2,500 sq. ft.
- B. Thoroughly till ground surface to depth of 4" and uniformly incorporate lime, basic fertilizer and mushroom manure into top 4" of topsoil, at rates recommended by soil tests.
- C. Apply lime and fertilizer at rate required by soil tests:
 - 1. Use 150 lbs. per 1,000 sq. ft. of lime as minimum bidding base only. When lime requirements, as determined by soil tests, exceeds 200 lbs. per 1,000 sq.ft., apply 1/2 the total requirement, till, apply the remaining 1/2 and retill.
 - 2. Use 25 to 35 lbs. per 1,000 sq. ft. of "basic fertilizer" incorporated into the top 4" to 6" of the seed bed when it is prepared.
- D. Apply spent mushroom manure at a rate of 2 cu. yds. per 1,000 sq. ft. and thoroughly mix into topsoil.

3.5 LAWN SEED APPLICATION – BROADCASTING

- A. Just prior to seeding, apply "starter fertilizer" at a rate recommended by soil test.
- B. Do not apply lawn seed and fertilizer at same time, in same machine.
- C. Broadcast half of seed mixture with mechanical seeder.
- D. Broadcast remaining half of seed at right angle to first seeding pattern, using same broadcast method.
- E. Apply seed at a rate of 2 1/2 to 3 lbs. per 1,000 sq. ft.
- F. Cover seed to depth of 1/4" to maximum 1/2" by raking, harrowing or cultipacking.
- G. Roll seeded area with roller weighing maximum of 150 lbs./ft. of width.
- H. Apply Mushroom Manure as mulch on the lawn areas to thickness of 1/2".
- I. Spread mulch uniformly at the rate of 1 1/2 tons of straw per acre (70 lbs. Per 1,000 sq. ft.).
- J. Spray mulch with asphalt emulsion at the rate of 4.59 gal. per 1,000 sq. ft.
- K. Water seeded areas to a depth of 4".
- L. Do not use wet seed or seed that is moldy or otherwise damaged.

3.6 SLOPED AREA SEED APPLICATION

- A. Sloped areas, when applicable to project, may be seeded by broadcasting as specified above or by hydroseeding.
- B. Install erosion control blankets or device where shown on the plans.
- C. Apply seed at a rate of 2 to 3 lbs. per 1,000 sq. ft.
- D. Mulch as specified above.
- E. Apply water with fine spray immediately after each area has been sown.
- F. Crown vetch/Pea seeds must be properly inoculated to insure germination.

3.7 HYDROSEEDING

- A. Apply slurry at rate of 23 gals. per 1,000 sq. ft. evenly in two intersecting directions and with hydraulic seeder.
- B. Immediately following hydroseeding, mulch areas by means of mulch blower at rate of 3,000 pounds per acre on level grades and slopes.

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- C. Do not seed any area in excess of that which can be mulched on same day.
- D. Pea seeds must be properly inoculated to insure germination.

3.8 EROSION CONTROL MAT INSTALLATION

- A. Following seeding and fertilizing, install erosion control blanket on disturbed areas.
- B. Unroll the mat in the direction of the flow. Overlap edges 2-4”.
- C. Install with plastic or other fasteners that will not be a safety hazard.

3.9 SOD INSTALLATION

- A. Moistening the Soil: After all grading has been completed, the soil shall be irrigated within 12 to 24 hours prior to laying the turfgrass sod. Turfgrass sod should not be laid on soil that is dry and powdery.
- B. Starter Strip: The first row of turfgrass sod shall be laid in a straight line, with subsequent rows placed parallel to, and tightly against, each other. Lateral joints shall be staggered to promote more uniform growth and strength. Care shall be exercised to insure that the turf is not stretched or overlapped, and that all joints are butted tight in order to prevent voids, which would cause air-drying of the roots.
- C. Sloping Surfaces: On sloping area where erosion may be a problem, turfgrass sod shall be laid with staggered joints and secured by pegging.

3.10 PROTECTION

- A. Protect landscaping and other features remaining as final work.
- B. Protect existing structures, sidewalks, utilities, paving and curbs.
- C. Immediately after seeding, erect barricades and warning signs to protect seeding areas from traffic until grass is established.

3.11 LAWN ESTABLISHMENT AND MAINTENANCE

- A. The Contractor will be responsible for the first 4 months of Maintenance after substantial completion.
- B. Weed/pest control: The Contractor shall apply weed and pest killer in the spring and fall of the first year maintenance period. The lawn shall be weed feed at the 11-month turn over.
- C. Feeding: The contractor shall apply spring and fall fertilizer applications per soil test.
- D. Watering:
 - 1. Keep soil moist during seed germination period.
 - 2. Supplement rainfall to produce total of 1 1/2” per week after germination.
 - 3. Contractor will be responsible for water during the 4- month period as necessary to keep grass growing.
- E. Mowing:
 - 1. When grass reaches 3” in height, mower blade shall be set to produce a mowed height of 2”.
 - 2. Maintain grass between 1 1/2” to 2” in height until "Final Inspection and Acceptance".
 - 3. Do not cut off more than 40% of grass leaf in any single mowing.
 - 4. After two acceptable cuttings any further mowing required shall be by the Owner.
 - 5. Remove grass clippings.
 - 6. The Contractor will be responsible for all mowing up until Substantial completion and two acceptable cuttings after Substantial Completion. After this the mowing shall be performed by the Owner. Once the second mowing is complete the Contractor shall contact the Architect & owner to turn the mowing responsibilities to the owner.

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F. Instructions:

1. Prior to inspection or acceptance, give complete demonstration of all instructions to Owner's personnel and answer all questions in accordance with Division 1 Operation and Maintenance requirements.
 2. Submit complete instructions for watering, feeding, cutting and maintenance of lawn areas in accordance with Division 1 Operation and Maintenance requirements.
- G. Reseed, fertilize and mulch areas larger than one sq. ft. not having uniform stand of grass after first two mowings in the spring and fall during this maintenance period.
- H. Eroded areas shall be repaired & reseeded. Erosion control systems may be required until grass is established after first two mowings. This will be inspected and contractor will be responsible for corrections in the spring and fall.
- I. Establishment and maintenance period shall extend until a uniform lawn is established and "Final Acceptance" as discussed below.
- J. In the appropriate season but at least within 3 months after substantial completion the Contractor shall apply a weed killer to eliminate weeds for the 4 month inspection.

3.12 CLEAN UP

- A. Remove all trash, debris and excess materials from project site.
- B. Maintain all paved areas in a clean condition.
- C. Remove all barriers and signs from site at the termination of the maintenance period.

3.13 INSPECTION AND ACCEPTANCE

- A. The Contractor will be responsible for mowing and maintenance up to the first warranty inspection 4 months after substantial completion. At this time the Architect and owner will inspect the turf and determine if it is acceptable. One month before the inspection the Contractor shall perform all erosion repairs, grading correction, settlement repairs, weed killing in the lawn, weed removal in planting beds, ponding issue corrections and remove all rocks and gravel exposed by rain before calling for the inspection. The Contractor shall then add topsoil, overseed and/or reseed all areas as required. Once all corrections are made the Contractor shall have an approved Lawn Maintenance Company apply one treatment of weed and feed appropriate for the time of year.
- B. The A/E and Owner shall inspect the lawns and sloped areas during the first Warranty meeting 4 months after Substantial completion.
- C. Inspection and acceptance of seeded areas may be requested and granted in part, provided the area for which acceptance is requested is relatively substantial in size with clearly definable boundaries. Sloped seeding areas will not be accepted until the permanent slope plants have been established. However maintenance will be turned over at the 4 month time.
- D. If not accepted at this inspection the A/E and Owner shall re-inspect the lawns and slope areas upon written request by the Contractor once the turf is established. Upon acceptance of the Finish Grading and Seeding work, the Contractor shall be relieved of further responsibility for care and maintenance of the accepted area.

END OF SECTION

SECTION 02965 – DECORATIVE FENCE

PART ONE – GENERAL

1.1 SECTION INCLUDES

- A. Work to be completed under this section includes the furnishing and installation of decorative fence and sliding gates, all as indicated on the Contract Drawings.
 - 1. The furnishing, installation, and re-installation of decorative fence shall be completed in accordance with the Contract Drawings and the Specifications.

1.2 RELATED SECTIONS

- A. The specifications sections "General Conditions", Supplementary General Conditions and Sections in Division 01000 of the Specifications form a part of this section by this reference thereto and shall have the same force and effect as if printed herewith in full.
- B. Section 02750 – Asphaltic Concrete Paving
- C. Section 03310 – Structural Concrete

1.3 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred in the text by the basic designation only.
 - 1. American Society for Testing and Materials (ASTM):
C94-83 Ready-Mixed Concrete

1.4 MANUFACTURER'S QUALIFICATIONS

- A. Fence, gates, and accessories shall be products of manufacturers' regularly engaged in manufacturing items of type specified.

1.5 SUBMITTALS

- A. Shop Drawings: Layout of fences and gates with dimensions, details, and finishes of components, accessories and post foundations.
- B. Product data: Manufacturer's catalog cuts indicating material compliance and specified options.
- C. Samples: If requested, samples of materials (e.g., fabric, wires and accessories).
- D. Manufacturer's recommend installation procedures which, when approved by the ARCHITECT, will become the basis for accepting or rejecting actual installation procedures used on the work.

1.6 WARRANTY

- A. Supply a one-year warranty for all installation and a twenty-year warranty for materials.

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PART TWO – PRODUCTS

2.1 DIMENSIONAL DATA

- A. The Contractor shall provide a metal material to match the existing black decorative metal fence at the playground. The fencing shall be equal quality, fabrication, and style as the existing fence with match black color. The fence shall be anchored in the same fashion and capable of acting as a safety rail at the top of the retaining walls.

2.2 CONCRETE

- A. ASTM C94, using 3/4-inch maximum-size aggregate, and having minimum compressive strength of 3,000 psi at 28 days. Non-shrinking grout shall consist of one part portland cement to three parts clean, well-graded sand, non-shrinking grout additive and the minimum amount of water to produce a workable mix.

PART THREE – EXECUTION

3.1 INSTALLATION

- A. Install fence by properly trained crew, on previously prepared surfaces, to line and grade as shown. Fence installation shall be in accordance with the fence manufacturer's written installation instruction, except as modified herein or as shown. Maintain all equipment, tools, and machinery while on the project in sufficient quantities and capacities for proper execution of the work.

3.2 EXCAVATION

- A. Excavation for concrete-embedded items shall be of the dimensions shown, except in bedrock. If bedrock is encountered before reaching the required depth, the excavation shall be continued to the depth shown or 18 inches into the bedrock, whichever is less, and shall be a minimum of 2 inches larger than the outside diameter of the post. Post holes shall be cleared of loose materials. Area around finished concrete footings shall be graded as shown and excess earth shall be disposed of as directed by the Resident Architect.

3.3 POST SETTING

- A. Install posts plumb and in alignment. Set post in concrete footings of dimensions as shown, except in bedrock. Thoroughly compact concrete so as to be free of voids and finished in a slope or dome to divert water running down the post away from the footing. Install posts in bedrock with a minimum of one inch of non-shrinking grout into the hole so as to be free of voids and finished in a slope or dome. Cure concrete and grout a minimum of 72 hours before any further work is done on the posts.

3.4 POST CAPS

- A. Fit all exposed ends of post with caps. Caps shall fit snugly and be weathertight. Where top rail is used, provide caps to accommodate the top rail. Install post caps as recommended by the manufacturer and as shown.

3.5 SUPPORTING ARMS

- A. Design supporting arms, when required, to be weathertight. Where top rail is used, provide arms to accommodate the top rail. Install supporting arms as recommended by the manufacturer and as shown.

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3.6 ACCESSORIES

- A. Supply accessories (post braces, tension bands, tension bars, truss rods, and miscellaneous accessories) as required and recommended by the manufacturer to accommodate the installation of a complete fence, with fabric that is taut and attached properly to posts, rails, and tension wire.

3.7 FINAL CLEAN-UP

- A. Remove all debris, rubbish and excess material from the project site.

END OF SECTION

SECTION 02980 - SITE FURNISHING & IMPROVEMENTS

PART ONE - GENERAL

1.1 DESCRIPTION

- A. This section includes provision for the following work:
 - 1. Kayak Launch
 - 2. Wheel Stops
 - 3. Signage
- B. Provide items, articles, materials, operations or methods shown listed, mentioned, or scheduled on the drawings, and/or herein specified, including all labor, supervision, materials, equipment, and incidentals necessary and required for the completion of work.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Supplementary General Conditions and Division 01000 Specification Sections, apply to this Section.

1.3 RELATED SECTIONS

None

1.4 SUBMITTALS

- A. Submit manufacturer's technical data and installation.
- B. Submit shop drawings listing sign size, colors, letterform and letter heights.
- C. Submit Manufacturers descriptive literature and specifications, including color samples for selection by the Architect.

1.5 FIELD MEASUREMENTS

- A. Locations of proposed improvements shown on the contract drawings are approximate. Final locations of proposed project elements shall be field verified and approved by architect or owner prior to construction. Show recorded measurements on final shop drawings. Coordinate fabrication schedule with construction progress to avoid delay of the work.

1.6 PRODUCT HANDLING

- A. Deliver and store products to site under General provisions.

1.7 QUALITY ASSURANCE

- A. Sign Maker shall have minimum of substantial experience working with routed polymer casting signs and must provide proof of previous work.

PART TWO – PRODUCTS

2.1 SIGNAGE

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- A. Description - This work is furnishing and installation of fabricated aluminum ADA parking sign on steel S or W Beam Posts and Breakaway system.
- B. Material - As shown on the Standard Drawings and as follows:
- (1) Extruded Aluminum Channel Signs, Posts, and Miscellaneous Material.
 - (a) Extruded Aluminum Channel Signs
 - (b) Steel S or W Beam Posts and Breakaway System
 - (c) Aluminum Bolts, Nuts, Lock-nuts, Lock-washers, Post Clips, Auxiliary Supports for Exit Panels, 1/8-inch Rivets; Aluminum or Nylon Washers
 - (2) Flat Sheet Aluminum Signs with Stiffeners, Posts, and Miscellaneous Material.
 - (a) Flat Sheet Aluminum Signs with Stiffeners
 - (b) Steel S or W Beam Posts and Breakaway System
 - (c) 1/8-inch and 3/16-inch Aluminum Rivets; Stainless Steel Bolts, Nuts, Washers, Post-clips; Twist-in Toggle and Buckle Straps; Butting Plates; Auxiliary Supports for Exit Panels
 - (3) Foundations
 - (a) Class A Cement Concrete
 - (b) Reinforcement Bars
- C. Construction - As shown on the Standard Drawings and as follows:
- (1) General. Erect posts plumb using a method that does not twist, bend, or otherwise deform the posts. Before erection, correct twisted, bent, or deformed posts. Erect signs by a method that does not twist, bend, or otherwise deform the signs. Level and correctly align, then center signs on the posts and properly fasten. Exercise extreme care when using hoisting cables on the sign to avoid damage to the reflective sheeting. Repair or replace damaged posts and signs.
Fasten the signs to the posts with the necessary hardware.
 - (2) Location. The indicated location of sign installations is approximate with the exact location established at the site. The longitudinal and lateral location will be marked either by stakes, by paint marks with an identifying symbol, or as otherwise directed.
 - (3) Removal of Existing Signs. Do not remove existing signs or sign installations, except when indicated or directed. When directed, relocate or store the existing sign and hardware. As directed, either remove the existing sign and support and install it at a new location or remove and store the existing sign and support for Department pickup.
 - (4) Cleaning and Grubbing. When directed, and as specified in Section 201.3, remove material, brush, trees, or branches which obstruct the clear view of signs being placed.
 - (5) Restoration of Site. Satisfactorily restore the site to its original condition, as directed, including the disposal of excess or unsuitable materials
 - (6) Posts and Foundations. Prior to having posts fabricated, submit a sketch for acceptance for each plan location, showing the following:

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- (a) location of sign by plan station;
- (b) lateral offset from pavement edge to sign edge;
- (c) sign size (width and height);
- (d) post heights, measured from bottom of post base plate to post top;
- (e) distance to footing top, measured from reference line elevation at pavement edge to footing top;
- (f) footing base type design and reinforcing steel; and
- (g) bracket identification number and quantity required

2.2 WHEEL STOPS

- A. Description - Install commercially produced concrete wheel stops at the locations detailed on the plans.
- B. Materials - Provide wheel stops cast with a concrete that has a minimum strength equal to that of Class A concrete as defined in Publication 408 section 704. Unless otherwise specified on the plans, each wheel stop must be 6 ft. in length. Minimum reinforcement for each wheel stop shall be 2 No. 4 bars placed longitudinally. Reinforcing steel must conform to the requirements of Section 1002.
- C. Construction Methods. Refer to the plans for type of anchor rod and method of anchoring.

2.3 KAYAK LAUNCH

- A. Kayak Launch shall be constructed utilizing materials in accordance with the details on the plan drawings.

PART THREE – EXECUTION

3.1 PERMANENT PROJECT SIGN INSTALLATION

- A. Signs shall be securely mounted with non-corrosive fasteners to 4" x 4" treated posts with vinyl column covers. Posts shall be direct buried in concrete footings.
- B. The Contractor shall remove sod and install landscape fabric and 4" of wood mulch for a three foot radius around the sign.

END OF SECTION

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SECTION 02990 - PROJECT RESTORATION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Supplementary General Conditions and Division 01000 Specifications sections apply to this Section.

1.2 RELATED SECTIONS

- A. The work of the following Sections applies to the work of this Section. Other Sections of the Specifications, not referenced below, shall also apply to the extent required for proper performance of this work.
 - 1. Section 02055 – Removal of Existing Facilities
 - 2. Section 02222 – Excavation
 - 3. Section 02230 – Site Clearing
 - 4. Section 02750 – Asphaltic Concrete Paving

1.3 SUMMARY

- A. Before the Work will be considered as having been completed, the Contractor shall clean the site, and remove all evidence of construction activities and restabilize and restore all disturbed areas.
- B. Construction site cleanup shall consist of the removal of all mud, oil, grease, dust, trash, scrap, debris, and surplus excavated material. no items shall be left or discarded elsewhere on the site or on adjoining private property. Items that are to be discarded shall be removed to authorized disposal areas.

1.4 SCOPE

- A. All surfaces where broken during the course of work shall be restored by the Contractor and shall be repaved or rebuilt using the same type of construction and materials as was in the original. The Contractor shall be responsible for restoring all such work, including subgrade, base courses, pavement, sidewalks, curbing, lawns and shoulders. The Contractor shall satisfy himself as to any requirements other than those herein set forth which may affect the type, quality and manner of carrying on the restoration of surfaces by reason of the jurisdiction of local or other governmental bodies.
- B. Preserve and maintain in their original condition all public and private signs, markers, guard rails and fences. If authorized to do so, remove such conflicting facilities, preserve, store and protect them and re-erect upon completion of the construction. Replace damaged and removed items at no cost to the Owner.
- C. Reseed damaged lawn areas and seed areas used for access roads, parking and storage as specified elsewhere in these Specifications.
- D. Restore gravel surfaces and shoulders to original condition. If existing gravel is contaminated by foreign material, remove and replace the gravel. Materials and methods of construction shall be in accordance with jurisdictional requirements and applicable permits issued for the work. Areas adjacent to shoulders, if left unstable by construction, shall be stabilized with material similar to the existing material before construction commenced.
- E. Pavement, curbs, and other paved areas shall be restored in accordance with the requirements of these Specifications.

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1.5 DISPOSAL OF WASTE MATERIALS

- A. General: Construction waste material shall be disposed of in authorized disposal areas. Waste material disposed of in an unauthorized area shall be removed by the Contractor and the area restored to its original condition, at no cost to the Owner.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. See respective Sections.

PART 3 – EXECUTION

3.1 CONSTRUCTION METHODS

- A. The Contractor shall do all the final resurfacing, repaving or restoring of streets, driveways, walks and curbing over excavations that he has made; and he shall be responsible for relaying paving surfaces of roadbed that have failed or have been damaged at any time before the termination of the maintenance period on account of work done by him.
- B. Pavement restoration for trench work shall be with clean straight edges. The existing pavement shall be sawcut and a tack coat applied prior to paving.
- C. Seeding and mulching shall match adjacent or original conditions.

END OF SECTION

SECTION 03300

CAST-IN-PLACE CONCRETE

1. PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide cast-in-place concrete where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Quality control:
 - 1. Do not commence placement of concrete until mix designs have been reviewed by the Engineer and all governmental agencies having jurisdiction, and until copies are at the job site, the batch plant, and the building department.
- C. Materials and work shall conform to the requirements of all standards, codes, and recommended practices required in this section. In conflicts between standards, required standards and this specification, or this specification and the local building code, the more stringent requirement shall govern.
 - 1. Applicable Standards
 - a. "Specifications for Structural Concrete for Buildings" ACI 301 (latest edition).
 - b. "Building Code Requirement for Reinforced Concrete" ACI 318 (latest edition).
 - c. "Standard Specification for Ready-Mixed Concrete" ASTM C 94-73a
 - d. "Manual of Standard Practice" Concrete Reinforcing Steel Institute
 - 2. Field Reference Manual: Contractor shall have available in the field office "Specifications for Structural Concrete for Buildings" with selected references of ACI.
- D. Testing and Inspection
 - 1. Materials and operations shall be tested and inspected as work progresses. Failure to detect defective work shall not prevent rejection when defect is discovered, nor shall it obligate the Engineer for final acceptance. When it appears that any material furnished or work performed by the Contractor fails to fulfill specifications and requirements, the testing agency shall report such deficiency to the Owner, Engineer and the Contractor.
 - 2. Testing agencies shall meet the requirements of "Recommended Practice for

Inspection and Testing Agencies for Concrete and Steel in Construction" (ASTM E 329).

3. The following testing services will be performed by the designated agency and shall be paid by the Owner:
 - a. Secure composite samples in accordance with "Method of Sampling Fresh Concrete (ASTM C 172)". Each sample shall be obtained from a different batch of concrete on a random basis, avoiding any selection of the test batch other than by a number selected at random before commencement of concrete placement.
 - b. Mold and cure four specimens from each sample in accordance with "Method of Making and Curing Concrete Compression and Flexural Specimens in the Field" (ASTM C31). Any deviations from the requirements of this Standard shall be recorded in the test report submitted. Four cylinders shall be laboratory cured after initial curing. Contractor shall provide cure box to maintain appropriate initial curing conditions per ASTM test methods.
 - c. Test specimens in accordance with "Method of Test for Compressive Strength of Molded Concrete Cylinders (ASTM C39)". Two specimens shall be tested at 28 days for acceptance and one shall be tested at seven days for information. One cylinder shall be reserved as a space for additional testing if required. The acceptance test results shall be the average of the strengths of the two specimens tested at 28 days. If one specimen in a test manifests evidence of improper sampling, molding or testing, it shall be discarded and the strength of the remaining cylinder shall be considered the test result. Should both specimens in a test show any of the above defects, the entire test shall be discarded. When high early strength concrete is used, the specimens shall be tested at the ages indicated in the Contract Documents.
 - d. Make at least one strength test for each 30 cubic yards, or fraction thereof, of each mix design of concrete placed in any one day.
 - e. Determine slump of the concrete sample for each strength test and whenever consistency of concrete appears to vary, using "Method of Test for Slump of Portland Cement Concrete" (ASTM C 143).
 - f. Determine air content of normal weight concrete sample for each strength test in accordance with either "Method of Test for Air Content of Freshly Mixed Concrete by the Pressure Method" (ASTM C231), "Method of Test for Air Content of Freshly Mixed Concrete by the Volumetric Method" (ASTM C173) or "Method of Test for Unit Weight, Yield, and Air Content (Gravimetric) of Concrete" (ASTM C138).
 - g. Determine temperature of concrete sample for each strength test.
4. The agency shall report all test results (two copies each) to the Engineer and Contractor immediately after they are performed. All test reports shall include the exact location in the work at which the batch represented by a test was deposited. Reports of strength tests shall include detailed information on storage and curing of specimens prior to testing.
5. The testing agency and its representatives are not authorized to revoke, alter, relax, enlarge, or release any requirement of the Contract Documents, nor to approve or accept any portion of the work.
6. The Contractor shall provide the necessary testing services for the following:
 - a. Qualification of proposed materials and the establishment of mix designs.
 - b. Other testing services needed or required by the Contractor.

7. The use of testing services shall in no way relieve the Contractor of the responsibility to furnish materials and construction in full compliance with the Contract Documents.
8. The Contractor shall submit to the Engineer a list of the concrete materials and the concrete mix designs proposed for use with a written request for approval. This submittal shall include the results of all testing performed to qualify the materials and to establish the mix designs. No concrete shall be placed in the work until the Contractor has received such approval in writing.
9. To facilitate testing and inspection, the Contractor shall:
 - a. Furnish any necessary labor to assist the designated testing agency in obtaining and handling samples at the project or other sources of materials.
 - b. Advise the designated testing agency sufficiently in advance of operations to allow for completion of quality tests and for the assignment of personnel.
 - c. Provide and maintain for the sole use of the testing agency adequate facilities for safe storage and proper curing of concrete test specimens on the project site for the first 24 hours as required by "Method of Making and Curing Concrete Compression and Flexural Specimens in the Field" (ASTM C31).

E. Evaluation and Acceptance

1. The strength level of the concrete will be considered satisfactory if 95% of the strength test results and the averages of all sets of three consecutive strength test results equal or exceed specified strength and no individual test result is below specified strength by more than 500 psi.
2. Completed concrete work will be accepted when the requirements of "Specifications for Structural Concrete for Buildings" ACI 301 Chapter 18 have been complied with.
3. Completed concrete work which fails to meet a requirement of Chapter 18 shall be brought into compliance by repair or removed and replaced if required by the Engineer at the Contractor's expense.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01300.
- B. Product data:
 1. Materials list of items proposed to be provided under this Section;
 2. Submit two copies of laboratory trial mix designs proposed in accordance with Method 1 ACI 301, or one copy each of 30 consecutive test results and the mix design used from a record of past performance in accordance with ACI 301 Method 2;
 3. Submit a sample ready-mixed concrete delivery ticket in accordance with the requirements of ASTM C-94.
 4. Submit shop drawings for fabrication, bending, and placement of concrete reinforcement. Comply with ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" showing bar schedules, stirrup spacing, diagrams of bent bars, arrangement of concrete reinforcement. Include special reinforcement required and openings through concrete structures.
 5. The Contractor shall furnish an affidavit from the manufacturer or fabricator, certifying that the materials or products delivered to the job meets the requirements specified. However, such certification shall not relieve the Contractor from the

responsibility of complying with any added requirements specified herein.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01600.
- B. Delivery and storage of reinforcing:
 - 1. Use necessary precautions to maintain identification after bundles are broken.
 - 2. Store in a manner to prevent excessive rusting and fouling with dirt, grease, and other bond-breaking coatings.

2. PART 2 - PRODUCTS

2.1 CEMENT

- A. Portland Cement, Type I conforming to ASTM C 150 Cement used in the work shall correspond to that upon which the selection of concrete proportions was based.
 - 1. Only one brand and manufacturer of approved cement shall be used for exposed concrete.
 - 2. Type III cement shall be used only with prior written approval from the Engineer.

2.2 AGGREGATES

- A. Aggregates, conforming to ASTM C33, local aggregates not complying with this standard may be used providing it can be shown by special test or a record of past performance these aggregates produce concrete of adequate strength and durability.
 - 1. Fine aggregate, clean, sharp, natural sand free from loam, clay, lumps or other deleterious substances, within allowable standards.
 - 2. Coarse aggregate, clean, uncoated, graded aggregate containing no clay, mud, loam or foreign matter.

2.3 WATER

- A. Water, shall be fresh, clean, and drinkable.

2.4 ADMIXTURES

- A. General
 - 1. Concrete admixtures, provide admixtures produced and serviced by established, reputable manufacturers and used in compliance with manufacturers recommendations.
- B. Air-Entraining Admixture
 - 1. Air-entraining agent, conforming to ASTM C 260 and as manufactured by the following:
 - a. "Sika Aer"; Sika Corp.
 - b. "MB-VR or MB-AE"; Master Builders.
 - c. "Dorex ABA"; W. R. Grace.
- C. Water-Reducing Admixture

1. Water reducing, set-controlling admixture, conforming to ASTM C 494-71, type A (water-reducing), type D (water-reducing and retarding) and type E (water-reducing, accelerating) "Pozzolith" polyhydroxylated polymer admixture, manufactured by Master Builders, Euclid Chemical Co., or Sika Chemical Corp.
- D. Reinforcing Materials: Metal Reinforcement, shall be provided in accordance with the working drawings.
1. Reinforcing steel, conforming to ASTM A 615 "Specifications for Deformed Billet Steel Concrete Reinforcing".
 2. Welding wire fabric, conforming to ASTM A 185 "Specifications for Welded Steel Wire Fabric for Concrete Reinforcement".
 3. Steel wire, conforming to ASTM A 82 "Specifications for Cold-Drawn Steel Wire for Concrete Reinforcement".
 4. Plain smooth dowels shall conform to the requirements of ASTM A306 or ASTM A36. Provide cap sleeves for dowels and install as indicated on the Drawings. All concrete anchors shall be 1/2" diameter headed concrete anchors as detailed in the Drawings.
- E. Metal Accessories: Metal Accessories shall conform to the requirements of the Concrete Reinforcing Steel Institute (CRSI) "Manual of Standard Practice for Reinforcing Concrete Construction.
- F. Expansion Joint: Expansion Joint, conforming to ASTM D 1751.
- G. Curing: Kure-N-Seal W by Sonneborn, Sealtight 1215 by Sealtight, or Concrete Cure WB20 by Changer Corporation.
- H. Forms:
1. For Concrete Exposed to View: Use plywood with DFPA stamp of "B-B plyform". Plywood shall be 5/8" thick for supports 12" on center maximum or 3/4" thick supports 16" on center maximum. Use in as large sheets as practical to keep joints to a minimum.
 2. For Concrete Not Exposed to View: Clean, straight lumber, plywood or metal.
 3. Form ties used for exposed concrete surfaces shall have a minimum working strength when fully assembled of at least 3,000 pounds. Ties shall be so adjustable in length as to permit complete tightening of forms and of such type as to leave no metal closer than 1-1/2" to the surface. Ties shall be factory fabricated, removable or snap-off ties that will not allow form deflection and will not spall concrete upon removal, fitted with devices that will leave holes in the concrete surface not less than 1/2 inch or more than one inch in diameter and of depth not greater than diameter at the exposed surface.
 4. Provide commercial formulation form-coating compounds that will not bond with, stain nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.
- I. Grout
1. Non-shrink Grout: CRD-C 588, factory pre-mixed grout.
 - a. Products: Subject to compliance with requirements, provide one of the following:

Non-Metallic:

- (1) "Masterflow 713"; Master Builders
- (2) "SonogROUT"; Sonneborn-Contech.
- (3) "Euco-NS"; Euclid Chemical Co.
- (4) "Crystex"; L & M Cons. Chemical Co.
- (5) "Sure-Grip Grout"; Dayton Superior Co.
- (6) "Horngrout"; A.C. Horn.

J. Related Materials:

1. Absorptive Cover: Burlap cloth made from jute or kenaf, weighing approximately 9 oz. per sq. yd., complying with AASHTO M 182, Class 2.
2. Moisture-Retaining Cover: One of the following, complying with ASTM C 171.
 - a. Polyethylene film.
 - b. Polyethylene-coated burlap.
3. Bonding Compound: Polyvinyl acetate or acrylic base, rewettable type.
 - a. Products: Subject to compliance with requirements, provide one of the following:
 - (1) "Weldcrete"; Larson Products
 - (2) "Everbond"; L & M Construction Chem.
 - (3) "EucoWeld"; Euclid Chemical Co.
 - (4) "Hornweld"; A.C. Horn.
 - (5) "Sonocrete"; Sonneborn-Contech.
4. Epoxy Adhesive: ASTM C 881, two component material suitable for use on dry or damp surfaces. Provide material "Type", "Grade", and "Class" to suite project requirements.
 - a. Products: Subject to compliance with requirements, provide one of the following:
 - (1) "Epoxite"; A.C. Horn.
 - (2) Sikadur Hi-Mod"; Sika Chemical Corp.
 - (3) Euco Epoxy 463 or 615"; Euclid Chem. Co.
 - (4) "Sure-Poxy"; Kaufman Products Inc.

2.5 CONCRETE MIXES

- A. Concrete for all parts of the work shall be of the specified quality capable of being placed without excessive segregation and, when hardened, of developing all characteristics required by these specifications and the contract documents.
- B. The specified compressive strength of the concrete f'_c for each portion of the structure shall be as designated in the contract documents. Strength requirements shall be based on 28-day compressive strength unless a different test age is specified.
- C. All concrete which will be exposed to the weather shall be air-entrained with an air content of 6% plus or minus 1%. All other concrete shall be air-entrained with an air content of 4% plus or minus 1%.
- D. The concrete shall be proportioned and produced having a maximum slump of 3 inches or less for slabs and 3 inches for footings. A tolerance of up to 1 inch above the indicated maximum shall be allowed for individual batches provided the average for all batches or the

most recent 4 batches tested, whichever is fewer, does not exceed the maximum limit. A lower slump up to a minimum allowable slump of 1" is permissible provided the Contractor previously demonstrates his ability to properly place and consolidate the concrete.

- E. The nominal maximum size of coarse aggregate shall be not more than 3/4 inches (No. 67) as described by ASTM C33. Aggregate for concrete masonry fill shall be 1/2 inches maximum.
- F. Admixtures used in the concrete shall not contain any lignin or chloride ions added during manufacture. The use of calcium chloride in concrete is not permitted. All admixtures to be used in the concrete must be approved in advance by the Engineer.
- G. The proportions of ingredients shall be such as to produce a mixture which will work readily into the corners and angles of the forms and around reinforcement by the methods of placing and consolidation employed on the work, but without permitting the materials to segregate or excessive free water to collect on the surface. The proportions of ingredients shall be selected in accordance with Section 3.8.2 Method 1 or 2, to produce the proper placeability, durability, strength, and other required properties.

3. PART 3 - EXECUTION

3.1 FORMWORK

- A. Formwork shall be in accordance with Chapter 4, ACI 301 with the following additional requirements:
 - 1. Earth cuts may be used as side forms for vertical surfaces for footings and other areas as indicated in the Drawings provided the soil is stable, the subgrade is wetted immediately prior to pouring and provide 1" on each side of the minimum design profiles and dimensions shown on the Drawings.
 - 2. In cold weather, removal of form work should be deferred or form work should be replaced with insulation blankets, to avoid thermal shock and consequent crazing of the concrete surface.

3.2 REINFORCEMENT

- A. Reinforcement shall be in accordance with Chapter 5, ACI 301.

3.3 JOINTS

- A. Joints and embedded items shall be in accordance with Chapter 6, ACI 301.

3.4 PRODUCTION OF CONCRETE

- A. The production of concrete shall be in accordance with Chapter 7, ACI 301 with the following additional requirements:
 - 1. Controls shall be provided to insure that the batch cannot be discharged until the required mixing time has elapsed. At least three-quarters of the required mixing time shall take place after the last of the mixing water has been added.

Ready mixed cement concrete may be transported in truck mixers or truck agitators

operating at the specified agitation speed, or in approved non-agitating equipment, under the following conditions:

- a. **Truck Mixers and Truck Agitators** - The concrete shall be delivered to the site of the work and discharged within one and one-half hours after the completion of the mixing. In hot weather or under conditions contributing to quick stiffening of the concrete or when the temperature of the concrete is 85 F or above, the time between completion of the mixing and discharge of the concrete shall not exceed one hour. It is permissible, anytime after mixing, to stop agitating for periods not to exceed 30 consecutive minutes each. At the end of any non-agitation period, the concrete must be agitated for at least 20 revolutions. The total drum revolutions and the specified discharge time shall not be exceeded. The concrete, at the point of placement, shall be of the consistency and workability required for the job. The rate of discharge of the plastic concrete from the drum shall be controlled by the speed of the rotation of the drum in the discharge direction with the discharge gate fully open. Mixed or agitated concrete which has remained in the drum of the truck mixer or truck agitator for more than 30 minutes without mechanical agitation shall not be used.

A truck mixer and truck agitator shall be operated within a capacity not to exceed 63 or 80 percent, respectively, of the gross volume of the drum and at the specified speed of rotation for mixing or agitating. Truck mixers or truck agitators used for transporting mixed concrete shall be operated within the specified limits of capacity and speed of rotation for mixing or agitating.

- b. **Central-Plant-Mixed Cement Concrete** - Vehicles for transporting central-plant-mixed cement concrete shall be approved horizontal-axis or inclined-axis revolving-drum agitators or approved truck mixers of the same design operated at agitating speed. Such vehicles, when loaded to their rated capacity, shall be capable of maintaining the mixed concrete in a thoroughly mixed and uniform mass and of discharging the concrete without segregation.
- c. **Other Concrete Hauling Equipment** - In addition to the revolving-drum type hauling equipment, the concrete may also be transported in approved truck-mounted concrete hauling bodies of agitator or non-agitator type.

The bodies of the equipment shall be smooth, watertight, containers equipped to permit controlled discharge of the concrete. Covers meeting with the approval of the Engineer shall be provided for protection against weather.

The concrete shall be delivered to the site of the work in a thoroughly mixed and uniform mass and totally discharged with a satisfactory degree of uniformity. Slump tests of representative samples shall not differ by more than one inch nor exceed the specified requirements. Discharge shall be completed within 30 minutes after the mixing of the concrete.

- d. **Mixing and Delivery Control** - The interval between placing succeeding batches shall be controlled, and in no case shall exceed 30 minutes.

Two-way radio communications shall be provided, and maintained, by the Contractor between the proportioning plant and the site of the work for the purpose of providing uniformity and control of the concrete mixture.

The method and time of delivery of each load of ready-mixed cement concrete shall be controlled by plant slips issued to the driver and signed by the authorized representative of the Engineer at the Plant. At concrete paving plants, automatic clocks for recording time and date will be required. The plant slips shall contain the name and location of the plant, the size of the batch, the class of concrete, the time of completion of the mixing, and, when required, the recording of the revolution counter.

Upon arrival, the plant slip shall be delivered by the driver to the authorized representative of the Engineer at the site of the work. No concrete shall be used until the data noted on the plant slip has been verified and found to comply with the specification requirements.

2. Cold weather concreting procedures shall be required from in the fall, from the time of the first frost when the mean daily temperature at the job site falls below 40 degrees F for more than one day in a row until in the spring after the mean daily temperature rises above 40 degrees F for more than three successive days. Cold weather concreting is not permitted unless the Contractor shall submit, in writing, his cold weather concreting procedures to the Engineer for review, for concrete construction during this period. All cold weather concreting shall be in accordance with ACI 306-86.
3. Hot weather concreting procedures shall be required when the ambient temperature is 85 degrees F or above. Hot weather concreting is not permitted unless the Contractor shall submit, in writing, his hot weather concreting procedures to the Engineer for review. All hot weather concreting shall be in accordance with ACI 305-77.

3.5 PLACING

- A. Concrete shall be placed in accordance with Chapter 8, ACI 301 with the following additional requirements:
 1. General - Concrete shall be deposited continuously, or in layers of such thickness that no concrete will be deposited on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness within the section. If a section cannot be placed continuously, construction joints shall be located as shown in the Contract Documents or as approved. Placing shall be carried on at such a rate that the concrete which is being integrated with fresh concrete is still plastic. Concrete which has partially hardened or has been contaminated by foreign materials shall not be deposited. Temporary spreaders in forms shall be removed when the concrete placing has reached an elevation rendering their service unnecessary. They may remain embedded in the concrete only if made of metal or concrete and if prior approval has been obtained.

The Contractor shall submit to the Engineer for approval, a schedule showing the

methods and sequence of placing concrete before work is started. Before placing the concrete, the Contractor shall notify the Engineer 48 hours prior to each pour and inform him as to the location and time of the pour and the type and quantity of concrete to be placed.

Before placing the concrete, the Contractor shall make all necessary arrangements and have all materials on hand, and in place if necessary, for curing and protecting the concrete. Concrete footings for abutments, piers, wing walls, and retaining walls shall not be constructed until the foundation material has been examined and approved by the Engineer. The Contractor may be required to drill or to drive a bar into the foundation material below the bottom of the footing to a depth sufficient to determine the suitability of the material.

Suitable means shall be used for placing concrete without segregation. Concrete which is segregated, too wet or not of uniform consistency, shall be removed and be discarded. Arrangement shall be made to use tremies, "elephant trunks", bottom dump buckets, or concrete buggies wherever practicable. In most cases, it will be necessary to use an "elephant truck" to discharge the concrete into narrow or deep forms. Long chutes shall be used only when approved, and if subsequently found unsatisfactory their use shall be discontinued. Short troughs, pipes or chutes of metal, or of wood lined with metal, may be used when feasible. Where the slope of the chute is steep, a satisfactory method to control the flow of the concrete shall be used. The concrete mixture shall not be dropped for a distance of more than 4 feet. Concrete may be placed by means of pumps or other similar devices only with written approval.

Pipes, tremies, troughs, chutes made of aluminum will not be permitted for the transmission of concrete.

Concrete shall be placed in the forms within the time intervals specified in Section 7.2.2.5. Concrete not to be vibrated shall be placed in horizontal layers of not more than 8 inches in depth. Concrete to be vibrated shall be placed in horizontal layers of not more than 15 inches in depth. Special care shall be taken to fill each part of the form by depositing the concrete as close to its final position as possible. Working or flowing of concrete along the forms from point of deposit will not be permitted, except as hereinafter provided. It shall be manipulated the minimum practical amount for proper placement. Care shall be taken to work the concrete under and around all reinforcement without displacing it. Concrete shall be so placed that after it has been struck off and the initial shrinkage has taken place, the upper surface of the concrete will be at the specified elevation.

In areas where reinforcement extends through or beyond a construction joint, concrete to be vibrated shall not be placed adjacent to previously placed concrete until a time interval of not less than 48 hours has elapsed.

2. Concrete shall not be deposited under water.

3.6 FINISHING OF FORMED SURFACES

- A. Finishing of formed surfaces shall be in accordance with Chapter 10, ACI 301 with the following additional requirements:
 1. All concrete with formed surfaces shall have a smooth form finish.

2. All exterior and interior vertical surfaces exposed to view shall have a grout cleaned finish in accordance with Section 10.3.2. All exposed edges shall have a 3/4" x 3/4" chamfer unless noted otherwise.

3.7 SLABS

- A. Slabs shall be in accordance with Chapter 11, ACI 301 with the following additional requirements:
 1. Finishes - Concrete floors shall be accurately screened and floated to required levels providing allowance for total thickness of any applied finish materials. Floor shall slope uniformly to floor drains where such occurs. All floors shall be steel troweled to a smooth dense finish.
 2. All exterior concrete surfaces shall have a broom or belt finish. All exterior steps shall have a non-slip finish.
 3. Floor slabs shall be placed to a Class A tolerance.

3.8 CURING AND PROTECTION

- A. Curing and protection shall be in accordance with Chapter 12, ACI 301 with the following additional requirements:
 1. Immediately after completion of concrete placement and finishing for concrete deck on precast plank, the concrete surface shall be wet cured only for multi-purpose room floor and kitchen floor receiving poured in place floor finish.

3.9 REPAIR OF SURFACE DEFECTS

- A. Repair of surface defects shall be in accordance with Chapter 9, ACI 301.

3.95 ARCHITECTURAL CONCRETE

- A. Architectural concrete shall be in accordance with Chapter 13, ACI 301.

END OF SECTION

SECTION 61063

EXTERIOR ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Elevated deck including wood bridge decking, railings and support framing.

B. Related Sections:

- 1. Section 61323 "Heavy Timber Construction".

1.3 DEFINITIONS

- A. Boards: Lumber of less than 2 inches nominal (38 mm actual) in thickness and 2 inches nominal (38 mm actual) or greater width.
- B. Dimension Lumber: Lumber of 2 inches nominal (38 mm actual) or greater but less than 5 inches nominal (114 mm actual) in least dimension.
- C. Timber: Lumber of 5 inches nominal (114 mm actual) or greater in least dimension.
- D. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
 - 2. NLGA: National Lumber Grades Authority.
 - 3. RIS: Redwood Inspection Service.
 - 4. SPIB: The Southern Pine Inspection Bureau.
 - 5. WCLIB: West Coast Lumber Inspection Bureau.
 - 6. WWPA: Western Wood Products Association.

1.4 ACTION SUBMITTALS

- A. Product Data: For preservative-treated wood products and metal framing anchors.
 - 1. For preservative-treated wood products, include chemical treatment manufacturer's written instructions for handling, storing, installing, and finishing treated material.
 - 2. For metal framing anchors, include installation instructions.

1.5 INFORMATIONAL SUBMITTALS

A. Material Certificates:

1. For lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by ALSC's Board of Review.
2. For preservative-treated wood products. Indicate type of preservative used and net amount of preservative retained.

B. Certificates of Inspection: Issued by lumber grading agency for exposed wood products not marked with grade stamp.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store materials under cover and protected from weather and contact with damp or wet surfaces. Stack lumber flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

B. Handle and store plastic lumber to comply with manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 LUMBER, GENERAL

A. Lumber: Comply with DOC PS 20 and with applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by ALSC's Board of Review. Provide lumber graded by an agency certified by ALSC's Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each item with grade stamp of grading agency.
2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry wood products.
3. Provide dressed lumber, S4S, unless otherwise indicated.

2.2 DIMENSION LUMBER

- A. Maximum Moisture Content: 15 percent for 2-inch nominal (38-mm actual) thickness or less; 19 percent for more than 2-inch nominal (38-mm actual) thickness.
- B. Exposed Lumber: Provide material hand selected for freedom from characteristics, on exposed surfaces and edges, that would impair finish appearance, including decay, honeycomb, knot holes, shake, splits, torn grain, and wane.
- C. Deck Framing: No. 1 any of the following species:

1. Southern pine; SPIB.
 2. Douglas fir-larch; WCLIB or WWPA.
- D. Dimension Lumber Posts: No. 1 grade and of the following species:
1. Douglas fir-larch, Douglas fir-larch (North), or Douglas fir-south; NLGA, WCLIB, or WWPA.
- 2.3 Southern pine; SPIB.PRESERVATIVE TREATMENT
- A. Pressure treat boards and dimension lumber with waterborne preservative according to AWWA C2.
1. Pressure treat timber with waterborne preservative according to AWWA C15 requirements for "sawn building poles and posts as structural members."
- 2.4 FASTENERS
- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture. Provide nails or screws, in sufficient length, to penetrate not less than 1-1/2 inches (38 mm) into wood substrate.
1. Use **stainless steel** unless otherwise indicated.
 2. For pressure-preservative-treated wood, use stainless-steel fasteners.
- B. Power-Driven Fasteners: NES NER-272.
- C. Wood Screws: ASME B18.6.1.
- D. Lag Screws: ASME B18.2.1 (ASME B18.2.3.8M).
- E. Stainless-Steel Bolts: ASTM F 593, Alloy Group 1 or 2 (ASTM F 738M, Grade A1 or A4); with ASTM F 594, Alloy Group 1 or 2 (ASTM F 836M, Grade A1 or A4) hex nuts and, where indicated, flat washers.
- F. Post installed Anchors: Stainless-steel, **chemical** anchors with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry assemblies and equal to four times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
- 2.5 Stainless-steel bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2 (ASTM F 738M and ASTM F 836M, Grade A1 or A4).METAL FRAMING ANCHORS
- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- B. Basis-of-Design Products: Subject to compliance with requirements, provide product name or designation or comparable products by one of the following:
1. Simpson Strong-Tie Co., Inc.
 2. USP Structural Connectors.
- C. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer, that meet or exceed those of basis-of-design products. Manufacturer's published

values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

- D. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G90 (Z270) coating designation.
- E. Stainless-Steel Sheet: ASTM A 666, Type 304.
- F. Joist Hangers: U-shaped, with 2-inch- (50-mm-) long seat and 1-1/4-inch- (32-mm-) wide nailing flanges at least 85 percent of joist depth.
- G. Top Flange Hangers: U-shaped joist hangers, full depth of joist, formed from metal strap with tabs bent to extend over and be fastened to supporting member.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.

3.3 INSTALLATION, GENERAL

- A. Set exterior rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit exterior rough carpentry to other construction; scribe and cope as needed for accurate fit.
- B. Framing Standard: Comply with AF&PA's "Details for Conventional Wood Frame Construction" unless otherwise indicated.
- C. Install wood decking with crown up (bark side down).
- D. Secure decking to framing with flush decking fasteners.
- E. Install metal framing anchors to comply with manufacturer's written instructions.
- F. Do not splice structural members between supports unless otherwise indicated.
- G. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
- H. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with

function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

- I. Securely attach exterior rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. NES NER-272 for power-driven fasteners.
 - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
- J. For exposed work, arrange fasteners in straight rows parallel with edges of members, with fasteners evenly spaced, and with adjacent rows staggered.

END OF SECTION

SECTION 61323

HEAVY TIMBER CONSTRUCTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes framing using timbers and engineered lumber..
- B. Related Sections:
 - 1. Section 61063 "Exterior Rough Carpentry" for dimension lumber items associated with heavy timber construction.

1.3 DEFINITIONS

- A. Timbers and Engineered Timber Sections: Lumber of 5 inches nominal (114 mm actual) or greater in least dimension.
- B. Inspection agencies, and the abbreviations used to reference them, include the following:
 - 1. NeLMA - Northeastern Lumber Manufacturers Association.
 - 2. NHLA - National Hardwood Lumber Association.
 - 3. NLGA - National Lumber Grades Authority.
 - 4. SPIB - Southern Pine Inspection Bureau.
 - 5. WCLIB - West Coast Lumber Inspection Bureau.
 - 6. WWPA - Western Wood Products Association.

1.4 ACTION SUBMITTALS

- A. Product Data: For preservative-treated wood products and timber connectors.
 - 1. For preservative-treated wood products, include chemical treatment manufacturer's written instructions for handling, storing, installing, and finishing treated material.
 - 2. For timber connectors, include installation instructions.
- B. Shop Drawings: For heavy timber construction. Show layout, dimensions of each member, and details of connections.

1.5 INFORMATIONAL SUBMITTALS

A. Material Certificates:

1. For heavy timber construction specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by ALSC's Board of Review.
2. For preservative-treated wood products. Indicate type of preservative used and net amount of preservative retained.

1.6 QUALITY ASSURANCE

- A. Timber Standard: Comply with AITC 108, "Standard for Heavy Timber Construction."

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Schedule delivery of heavy timber construction to avoid extended on-site storage and to avoid delaying the Work.
- B. Store materials under cover and protected from weather and contact with damp or wet surfaces. Provide for air circulation within and around stacks and under temporary coverings.

PART 2 - PRODUCTS

2.1 TIMBER

- A. General: Comply with DOC PS 20 and with grading rules of lumber grading agencies certified by ALSC's Board of Review as applicable.
1. Factory mark each item of timber with grade stamp of grading agency.
- B. Engineered Timber Species and Grade: TrusJoist Parallam beams or approved equal with following structural properties.
1. Allowable Stress Ratings for: Fb 2900 psi and E 2,000,000 psi.
- C. Moisture Content: Provide engineered timber with 19 percent maximum moisture content.
- D. End Sealer: Manufacturer's standard, transparent, colorless wood sealer that is effective in retarding the transmission of moisture at cross-grain cuts and is compatible with indicated finish.

2.2 Penetrating Sealer: Manufacturer's standard, transparent, penetrating wood sealer that is compatible with indicated finish.

- A. Pressure treat timber with waterborne preservative according to AWPA C15 requirements for "sawn building poles and posts as structural members."
1. Timber that is not in contact with the ground and is continuously protected from liquid water may be treated with inorganic boron (SBX) according to AWPA C31 instead of AWPA C15.
- B. Mark treated engineered timber with treatment quality mark of an inspection agency approved by ALSC's Board of Review.
- C. Application: Treat all heavy exterior timber construction.

2.3 TIMBER CONNECTORS

- A. General: Unless otherwise indicated, fabricate from the following materials:

1. Structural-steel shapes, plates, and flat bars complying with ASTM A 36/A 36M.
 2. Round steel bars complying with ASTM A 575, Grade M 1020.
 3. Hot-rolled steel sheet complying with ASTM A 1011/A 1011M, Structural Steel, Type SS, Grade 33.
- B. Fabricate beam seats from steel with 3/8-inch bearing plates, 3/4-inch- (19-mm-) diameter-by-12-inch- (300-mm-) long deformed bar anchors, and 0.239-inch (6-mm) side plates.
- C. Fabricate beam hangers from stainless steel with 0.179-inch (4.6-mm) stirrups and 0.239-inch (6-mm) top plates.
1. Provide bolts, 3/4 inch (19 mm) unless otherwise indicated, complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); provide nuts complying with ASTM A 563 (ASTM A 563M); and, where indicated, provide flat washers. Primer shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- D. Hot-dip galvanized steel assemblies and fasteners after fabrication to comply with ASTM A 123/A 123M or ASTM A 153/A 153M.

2.4 FABRICATION

- A. Camber: Fabricate horizontal members and inclined members with a slope of less than 1:1, with natural convex bow (crown) up, to provide camber.
- B. Shop fabricate members by cutting and restoring exposed surfaces to match specified surfacing. Finish exposed surfaces to remove planing or surfacing marks, and to provide a finish equivalent to that produced by machine sanding with No. 120 grit sandpaper.
- C. Where preservative-treated members are indicated, fabricate (cut, drill, surface, and sand) before treatment to greatest extent possible. Where fabrication must be done after treatment, apply a field-treatment preservative to comply with AWPA M4.
1. Use inorganic boron (SBX) treatment for members not in contact with the ground and continuously protected from liquid water.
 2. Use copper naphthenate treatment for members in contact with the ground or not continuously protected from liquid water.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Erect heavy timber construction true and plumb. Provide temporary bracing to maintain lines and levels until permanent supporting members are in place.
1. Install heavy timber construction to comply with Shop Drawings.
 2. Install horizontal and sloping members with crown edge up and provide not less than 4 inches (102 mm) of bearing on supports. Provide continuous members unless otherwise indicated; tie together over supports if not continuous.
 3. Handle and temporarily support heavy timber construction to prevent surface damage, compression, and other effects that might interfere with indicated finish.
- B. Cutting: No extra cutting after fabrication.

C. Install timber connectors as indicated.

1. Unless otherwise indicated, install bolts with same orientation within each connection and in similar connections.
2. Install bolts with orientation as indicated or, if not indicated, as directed by Engineer.

3.2 ADJUSTING

A. Repair damaged surfaces and finishes after completing erection. Replace damaged heavy timber construction if repairs are not approved by Architect.

END OF SECTION



September 9, 2024

Andrew Stottlemeyer
Borough of Chambersburg
100 South Second Street
Chambersburg, PA 17201

Re: General Permit Acknowledgment
Dump Road Fishing Dock and Kayak Launch
DEP General Permit File No. GP022803224-001
APS No. 1116226
Borough of Chambersburg, Franklin County

Dear Andrew Stottlemeyer:

This letter acknowledges receipt of your notification to use and registers your use of a General Permit (GP) under the authority of the Dam Safety and Encroachments Act (32 P. S. § 693.1 et. seq.) and 25 Pa. Code Chapter 105 to construct a stationary fishing dock and kayak launch along Conococheague Creek at Latitude: 39.927579, Longitude: -77.670677. You are responsible for assuring the work is done in accordance with the drawings, terms and conditions contained in the GP(s). Please direct special attention to all time sensitive issues associated with the GP authorization(s). You may proceed with your project after making the required notifications stipulated in the GP(s) and securing all other approvals that may be necessary.

Please place this letter with your copy of the GP Registration package, the applicable GP terms and conditions, required Federal authorizations, and the Erosion and Sediment Control plan and maintain on site during construction. Please review the complete permit authorization package so that you are aware of the extent of authorization(s).

We have determined that your proposed work, if accomplished in accordance with the attached terms and conditions, is authorized by the Pennsylvania State Programmatic General Permit-6 (PASPGP-6). This PASPGP-6 verification provides U.S. Army Corps of Engineers authorization pursuant to Section 10 of the Rivers and Harbors Act and/or Section 404 of the Clean Water Act. This authorization may be subject to modification, suspension, or revocation if any of the information contained in the application, including the plans, is later found to be in error. The attached list of conditions must be followed for purposes of the PASPGP-6.

Any person aggrieved by this action may appeal the action to the Environmental Hearing Board (Board), pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. § 7514, and the Administrative Agency Law, 2 Pa.C.S. Chapter 5A. The Board's address is:

Environmental Hearing Board
Rachel Carson State Office Building, Second Floor
400 Market Street
P.O. Box 8457
Harrisburg, PA 17105-8457

TDD users may contact the Environmental Hearing Board through the Pennsylvania Relay Service, 800.654.5984.

Appeals must be filed with the Board within 30 days of receipt of notice of this action unless the appropriate statute provides a different time. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

A Notice of Appeal form and the Board's rules of practice and procedure may be obtained online at www.ehb.pa.gov or by contacting the Secretary to the Board at 717.787.3483. The Notice of Appeal form and the Board's rules are also available in braille and on audiotape from the Secretary to the Board.

IMPORTANT LEGAL RIGHTS ARE AT STAKE. YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD AT 717.787.3483 FOR MORE INFORMATION. YOU DO NOT NEED A LAWYER TO FILE A NOTICE OF APPEAL WITH THE BOARD.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST BE FILED WITH AND RECEIVED BY THE BOARD WITHIN 30 DAYS OF RECEIPT OF NOTICE OF THIS ACTION.

If you have additional questions about your registration, please call Vandana Enjeti at 717.705.4763 and refer to Application No. GP022803224-001.

Sincerely,

**Bethany A.
Kavulich**

Digitally signed by
Bethany A. Kavulich
Date: 2024.09.09 14:11:20
-04'00'

Bethany A. Kavulich, P.E.
Civil Engineer Manager, Hydraulic
Waterways & Wetlands Program

cc: Franklin County Conservation District
Joseph M. McDowell, Martin & Martin, Inc., (email)



Borough of Chambersburg

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

February 28, 2025

Andrew Stottlemeyer
100 South Second Street
Chambersburg, PA 17201

Reference: 725 Hollywell Avenue

Dear Mr. Stottlemeyer:

Enclosed please find a copy of the Land Use Permit Application that you provided to the Borough of Chambersburg. The appropriate Borough Staff has signed off on the permit. A copy of the permit and a copy of this letter have been sent to **Pennsylvania Municipal Code Alliance, 1013 Wayne Avenue, Chambersburg, PA 17201, Phone 717-496-4996; Fax 717-446-0586; Website pacodealliance.com.**

You may now go to Pennsylvania Municipal Code Alliance to apply for the actual **PMCA UCC Permit**, Use and Occupancy Permit, Plumbing Permit or PMCA Fire/Sprinkler/Alarm License. Take this letter and Land Use Permit along with you.

If a Borough Retail Food Facility License is required, you will need to come to the Borough of Chambersburg, 100 South Second Street, Second Floor, Chambersburg, PA 17201; Phone 717-251-2465, Fax 717-264-0224 to apply for the Retail Food Facility License.

If a Borough Electric Permit is required, you will need to also go to the Service Center, 80 South Franklin Street, Chambersburg, PA 17201; Phone 717-263-4111, Fax 717-261-9194 to apply for the Electrical Permit.

If Natural Gas appliance or piping work is being done at the site, please go to the Service Center, 80 South Franklin Street, Chambersburg, PA 17201; Phone 717-263-4111, Fax 717-261-9194 to complete a Gas Utilization application.

If more information for New Utility Service Account is required, please contact the Customer Service Department at 717-264-5151.

Thank you for your cooperation on this matter.

Sincerely,

BOROUGH OF CHAMBERSBURG

Phil Wolgemuth
Deputy Borough Manager

PW:JF

Enclosure
cc: PMCA

**BOROUGH OF CHAMBERSBURG
LAND USE PERMIT APPLICATION**

2025-061

The undersigned hereby applies for a Land Use Permit to remodel, build or demolish a structure, erect a sign or change the use of a building or lot in the Borough of Chambersburg. A site plan drawing must be included to show all property lines with distances to the proposed work or use area along with the location of all existing buildings on the property. Electric and plumbing plans must be included for new commercial construction and change of use. Change of use must include a floor plan that shows door, window and restroom locations. Sign construction must include a plan showing dimensions, graphical content and site location. It will be the applicant's responsibility to contact Pennsylvania Municipal Code Alliance, the Borough's state-certified third-party code enforcement agency, to obtain a Borough Plumbing Permit, UCC Permit, Certificate of Occupancy or Fire/Sprinkler/Alarm License. There is no fee for a Land Use Permit, however, fees associated with permits issued by Pennsylvania Municipal Code Alliance have been approved by Town Council as listed on the Master Fee Schedule that can be obtained through the Borough website.

Land Use Permit Application Return To:
Borough of Chambersburg
100 South Second Street
Chambersburg, PA 17201
Phone 717-251-2417 Fax 717-264-0224
Website: chambersburgpa.gov

Third-Party Code Enforcement Services:
Pennsylvania Municipal Code Alliance
1013 Wayne Avenue
Chambersburg, PA 17201
Phone 717-496-4996 Fax 717-446-0586
Website: pacodealliance.com

PART 1 – TO BE COMPLETED BY APPLICANT (PLEASE PRINT)

Address Where Work Is Being Done 725 Hollywell Avenue, Chambersburg, PA 17201
 Property Owner's Name Borough of Chambersburg
 Contact Person's Name Andrew Stottlemeyer
 Contact Person's Address 100 South Second Street, Chambersburg, PA 17201
 Contact Person's Phone Number 717-251-2434 Email Address astottlemeyer@chambersburgpa.gov
 Contractor Name TBD Phone Number TBD
 Type Of Project: New Addition Demolition Interior Commercial Sign
 Type Of Land Use Recreation Business Name _____
 Provide Detailed Description Of Project The Storm Sewer Department will be hiring a contractor to install a new fishing dock, a canoe/kayak launch, and associated parking improvements
 Lot Size 142.91 acres Square Feet/Acres _____ Parking Spaces 5
 Building Dimensions 12'x16' (dock) Height FFE 557.50 Estimated Cost _____
 Property Owner's Signature Andrew M. Stottlemeyer Date February 20, 2025

PART 2 – TO BE COMPLETED BY BOROUGH OF CHAMBERSBURG

Permit Granted Yes No Date 2/28/2025
 Reason for Denial _____
 Customer Service AMS Comments _____
 Electric AMS Comments _____
 Gas AMS Comments PLEASE NOTE THERE IS GAS MAIN IN THE AREA. (SEE ATTACHED AND MARK-UP) 9-INCH PE AT VARYING DEPTH 55PSI MAOP 24-INCH MINIMUM CLEARANCE.
 Public Works AMS Comments _____
 Planning/Zoning AMS Comments _____
 Stormwater AMS Comments _____
 Water/Sewer AMS Comments _____

Borough New Utility Service Account Required	Yes _____	No _____
Borough Electric Permit Required	Yes _____	No <input checked="" type="checkbox"/>
Net Metering Interconnection Application Required	Yes _____	No <input checked="" type="checkbox"/>
Borough Land Use Occupancy Permit Required	Yes _____	No <input checked="" type="checkbox"/>
Borough Retail Food Facility License Required	Yes _____	No <input checked="" type="checkbox"/>
Borough Drainage Plan Required	Yes _____	No <input checked="" type="checkbox"/>
Borough Plumbing Permit Required	Yes _____	No <input checked="" type="checkbox"/>
DEP Approved Sewage Planning Module Required	Yes _____	No <input checked="" type="checkbox"/>
PMCA Fire/Sprinkler/Alarm License	Yes _____	No <input checked="" type="checkbox"/>
PMCA UCC Permit Required	Yes <input checked="" type="checkbox"/>	No _____
PMCA Certificate of Occupancy Required	Yes _____	No <input checked="" type="checkbox"/>



Chambersburg Borough, Franklin County

Uniform Construction Code Building Permit

Permit Number: 2025-0669C-FRA

Site Address: 725 Hollywell Avenue, Chambersburg, PA 17201

Property Owner: Chambersburg Borough 100 S. Second Street, Chambersburg, PA 17201

Permit Holder/Applicant: Chambersburg Borough 100 S. Second Street, Chambersburg, PA 17201

Permit Date: 02/27/2025

Permit Expiration Date: 08/26/2025

Construction Type: VB

Use Group: U Utility, miscellaneous

Applicable Code Year: 2018 IBC and all referenced codes as amended by the UCC.

This Permit is obtained for the purpose of:

"Chambersburg Borough" Construction of fishing pier/kayak launch approved.

This Permit is issued specifically for the Purpose and Site Address indicated above. This Building Permit has been granted in accordance with the provisions of The Pennsylvania Uniform Construction Code {35 P.S. 7210.101 et seq.} and municipal ordinance regulations. This Permit has been granted to the Property Owner or Permit Holder under the condition that all work on this project shall conform to the Pennsylvania Uniform Construction Code, municipal ordinance, the submitted and approved Construction Documents, and any other applicable laws and regulations.

The Property Owner and/or Permit Holder agrees by acceptance of this permit that he/she shall bear responsibility for compliance with the applicable laws, regulations, and codes. Title 34 XIV 403.43 (g) & 403.63 (g) states: "A permit becomes invalid unless the authorized construction work begins within 180 days after the permit's issuance or if the authorized construction work permit is suspended or abandoned for 180 days after the work has commenced."

Furthermore, the Property Owner and/or Permit Holder shall be responsible for insuring that all required inspections are scheduled and performed and that right of entry, for inspection purposes, shall be granted to the appropriate Code Inspection and Enforcement Authorities. Access shall be granted during normal business hours in accordance with the Pennsylvania Uniform Construction Code and municipal ordinance and regulation.

By acceptance of this Permit (Including inspection check lists, plan review documents, any notes or addendums on or attached to the permit and/or submitted construction documents) and execution of the work herein permitted; I acknowledge that I understand the obligations, as well as the privileges granted by this permit and agree, that the work shall be performed in accordance with all applicable codes, regulations, and requirements.



02/27/2025

Building Code Official or Authorized Agent

Date

Owner or Authorized Agent

Date

PA Municipal Code Alliance

1013 Wayne Avenue Chambersburg, PA 17201

Phone: 717-496-4996

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

Project Name:	BOROUGH OF CHAMBERSBURG CONOCOHEAGUE CREEK CANOE/KAYAK LAUNCH AND FISHING DOCK
General Description:	The construction of a canoe and kayak launch and fishing dock.
Project Locality	Borough of Chambersburg
Awarding Agency:	Borough of Chambersburg
Contract Award Date:	5/12/2025
Serial Number:	25-02804
Project Classification:	Heavy/Highway
Determination Date:	3/14/2025
Assigned Field Office:	Harrisburg
Field Office Phone Number:	(717)787-4763
Toll Free Phone Number:	(800)932-0665
Project County:	Franklin County

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

Project: 25-02804 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/26/2023		\$38.70	\$29.11	\$67.81
Asbestos & Insulation Workers	7/1/2024		\$40.00	\$29.86	\$69.86
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2024		\$36.71	\$19.13	\$55.84
Boilermakers	1/1/2023		\$51.27	\$35.30	\$86.57
Boilermakers	1/1/2024		\$52.10	\$35.72	\$87.82
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/30/2023		\$38.27	\$18.18	\$56.45
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/28/2024		\$38.62	\$19.68	\$58.30
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/4/2025		\$40.47	\$19.68	\$60.15
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/3/2026		\$42.32	\$19.68	\$62.00
Carpenters - Piledriver/Welder	1/1/2023		\$40.63	\$21.22	\$61.85
Carpenters - Piledriver/Welder	1/1/2024		\$42.13	\$21.97	\$64.10
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2023		\$33.01	\$18.41	\$51.42
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2024		\$33.72	\$19.20	\$52.92
Cement Finishers & Plasterers	4/30/2023		\$28.23	\$22.27	\$50.50
Cement Finishers & Plasterers	4/28/2024		\$30.23	\$22.27	\$52.50
Cement Finishers & Plasterers	5/4/2025		\$32.23	\$22.27	\$54.50
Cement Finishers & Plasterers	5/3/2026		\$34.23	\$22.27	\$56.50
Cement Masons	5/1/2023		\$32.90	\$22.70	\$55.60
Cement Masons	5/1/2024		\$33.80	\$22.80	\$56.60
Drywall Finisher	5/1/2023		\$30.10	\$22.14	\$52.24
Drywall Finisher	5/1/2024		\$30.33	\$22.79	\$53.12
Electricians	6/1/2023		\$37.00	\$26.67	\$63.67
Electricians	6/1/2024		\$38.75	\$27.03	\$65.78
Electricians	6/1/2025		\$38.75	\$30.87	\$69.62
Electricians	6/1/2026		\$38.75	\$34.71	\$73.46
Elevator Constructor	1/1/2023		\$53.93	\$38.34	\$92.27
Elevator Constructor	1/1/2024		\$60.76	\$39.19	\$99.95
Elevator Constructor	1/1/2025		\$63.40	\$40.03	\$103.43
Glazier	5/1/2023		\$31.23	\$20.66	\$51.89
Glazier	5/1/2024		\$32.46	\$20.93	\$53.39
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2023		\$36.26	\$31.38	\$67.64
Laborers (Class 01 - See notes)	1/1/2023		\$25.31	\$17.29	\$42.60
Laborers (Class 01 - See notes)	1/1/2024		\$26.31	\$17.79	\$44.10
Laborers (Class 01 - See notes)	1/1/2025		\$28.31	\$17.82	\$46.13
Laborers (Class 01 - See notes)	1/1/2026		\$29.31	\$18.82	\$48.13
Laborers (Class 01 - See notes)	1/1/2027		\$30.31	\$19.82	\$50.13
Laborers (Class 02 - See notes)	1/1/2023		\$28.06	\$17.29	\$45.35

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

Project: 25-02804 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 02 - See notes)	1/1/2024		\$29.56	\$17.79	\$47.35
Laborers (Class 02 - See notes)	1/1/2025		\$30.66	\$17.82	\$48.48
Laborers (Class 02 - See notes)	1/1/2026		\$31.66	\$18.82	\$50.48
Laborers (Class 02 - See notes)	1/1/2027		\$32.66	\$19.82	\$52.48
Laborers (Class 03 - See notes)	1/1/2023		\$27.66	\$17.29	\$44.95
Laborers (Class 03 - See notes)	1/1/2024		\$28.66	\$17.79	\$46.45
Laborers (Class 03 - See notes)	1/1/2025		\$31.56	\$17.82	\$49.38
Laborers (Class 03 - See notes)	1/1/2026		\$32.56	\$18.82	\$51.38
Laborers (Class 03 - See notes)	1/1/2027		\$33.56	\$19.82	\$53.38
Laborers (Class 04 - See notes)	1/1/2023		\$24.31	\$17.29	\$41.60
Laborers (Class 04 - See notes)	1/1/2024		\$25.31	\$17.79	\$43.10
Laborers (Class 04 - See notes)	1/1/2025		\$27.31	\$17.82	\$45.13
Laborers (Class 04 - See notes)	1/1/2026		\$28.31	\$18.82	\$47.13
Laborers (Class 04 - See notes)	1/1/2027		\$29.31	\$19.82	\$49.13
Landscape Laborer (Skilled)	1/1/2023		\$23.79	\$18.28	\$42.07
Landscape Laborer (Skilled)	1/1/2024		\$24.79	\$18.53	\$43.32
Landscape Laborer (Skilled)	1/1/2025		\$25.79	\$18.78	\$44.57
Landscape Laborer (Skilled)	1/1/2026		\$26.79	\$19.03	\$45.82
Landscape Laborer (Tractor Operator)	1/1/2023		\$24.09	\$18.28	\$42.37
Landscape Laborer (Tractor Operator)	1/1/2024		\$25.09	\$18.53	\$43.62
Landscape Laborer (Tractor Operator)	1/1/2025		\$26.09	\$18.78	\$44.87
Landscape Laborer (Tractor Operator)	1/1/2026		\$27.09	\$19.03	\$46.12
Landscape Laborer	1/1/2023		\$23.37	\$18.28	\$41.65
Landscape Laborer	1/1/2024		\$24.37	\$18.53	\$42.90
Landscape Laborer	1/1/2025		\$25.37	\$18.78	\$44.15
Landscape Laborer	1/1/2026		\$26.37	\$19.03	\$45.40
Marble Mason	5/1/2023		\$34.80	\$17.74	\$52.54
Marble Mason	5/1/2024		\$35.25	\$19.24	\$54.49
Marble Mason	5/1/2025		\$37.20	\$19.24	\$56.44
Marble Mason	5/1/2026		\$39.15	\$19.24	\$58.39
Millwright	6/1/2023		\$39.21	\$22.95	\$62.16
Millwright	6/1/2024		\$41.07	\$22.95	\$64.02
Millwright	6/1/2025		\$43.00	\$22.95	\$65.95
Millwright	6/1/2026		\$44.97	\$22.95	\$67.92
Operators (Class 01 - see notes)	7/1/2023		\$35.87	\$20.92	\$56.79
Operators (Class 01 - see notes)	7/1/2024		\$36.87	\$21.42	\$58.29
Operators (Class 02 -see notes)	7/1/2023		\$31.25	\$20.92	\$52.17
Operators (Class 02 -see notes)	7/1/2024		\$32.87	\$21.42	\$54.29
Operators (Class 03 - See notes)	7/1/2023		\$28.70	\$20.92	\$49.62
Operators (Class 03 - See notes)	7/1/2024		\$29.70	\$21.42	\$51.12
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2022		\$26.60	\$20.62	\$47.22
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2023		\$28.30	\$20.92	\$49.22
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2024		\$29.30	\$21.42	\$50.72

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

Project: 25-02804 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Layout))					
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2022		\$25.60	\$20.62	\$46.22
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2023		\$27.30	\$20.92	\$48.22
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2024		\$28.30	\$21.42	\$49.72
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2022		\$25.15	\$20.62	\$45.77
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2023		\$26.85	\$20.92	\$47.77
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2024		\$27.85	\$21.42	\$49.27
Painters Class 1 (see notes)	5/1/2023		\$27.02	\$17.54	\$44.56
Painters Class 1 (see notes)	5/1/2024		\$27.59	\$18.08	\$45.67
Painters - Line Stripping	12/1/2024		\$44.12	\$27.91	\$72.03
Painters Class 2 (see notes)	5/1/2020		\$27.43	\$15.99	\$43.42
Painters Class 3 (see notes)	5/1/2020		\$33.18	\$15.99	\$49.17
Pile Driver Divers (Building, Heavy, Highway)	1/1/2023		\$58.70	\$21.22	\$79.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2024		\$60.95	\$21.97	\$82.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2023		\$39.13	\$21.22	\$60.35
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Plasterers	5/1/2023		\$31.33	\$20.83	\$52.16
Plasterers	5/1/2024		\$32.93	\$21.08	\$54.01
Plumber/Pipefitter	5/1/2023		\$41.36	\$29.72	\$71.08
Roofers (Composition)	5/1/2023		\$42.63	\$34.62	\$77.25
Roofers (Composition)	5/1/2024		\$44.13	\$34.77	\$78.90
Roofers (Shingle)	5/1/2023		\$32.85	\$22.10	\$54.95
Roofers (Shingle)	5/1/2024		\$34.35	\$22.20	\$56.55
Roofers (Slate & Tile)	5/1/2023		\$35.85	\$22.10	\$57.95
Roofers (Slate & Tile)	5/1/2024		\$37.35	\$22.20	\$59.55
Sheet Metal Workers	6/1/2022		\$40.22	\$41.01	\$81.23
Sheet Metal Workers	6/1/2023		\$41.41	\$42.32	\$83.73
Sheet Metal Workers	6/1/2024		\$43.09	\$43.14	\$86.23
Sign Makers and Hangars	7/15/2022		\$30.54	\$24.35	\$54.89
Sign Makers and Hangars	7/15/2023		\$31.76	\$24.63	\$56.39
Sign Makers and Hangars	7/15/2024		\$32.32	\$25.82	\$58.14
Sprinklerfitters	4/1/2023		\$44.33	\$28.04	\$72.37
Sprinklerfitters	4/1/2024		\$46.45	\$28.62	\$75.07
Terrazzo Finisher	5/1/2023		\$35.79	\$19.25	\$55.04
Terrazzo Finisher	5/1/2024		\$35.66	\$20.76	\$56.42
Terrazzo Grinder	5/1/2023		\$36.54	\$19.25	\$55.79

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

Project: 25-02804 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Terrazzo Grinder	5/1/2024		\$36.42	\$20.76	\$57.18
Terrazzo Mechanics	5/1/2023		\$36.51	\$21.00	\$57.51
Terrazzo Mechanics	5/1/2024		\$36.44	\$22.51	\$58.95
Tile & Marble Finisher	5/1/2023		\$32.91	\$15.49	\$48.40
Tile & Marble Finisher	5/1/2024		\$33.36	\$16.99	\$50.35
Tile & Marble Finisher	5/1/2025		\$35.31	\$16.99	\$52.30
Tile & Marble Finisher	5/1/2026		\$37.26	\$16.99	\$54.25
Tile Setter	5/1/2023		\$34.80	\$17.74	\$52.54
Tile Setter	5/1/2024		\$35.25	\$19.24	\$54.49
Tile Setter	5/1/2025		\$37.20	\$19.24	\$56.44
Tile Setter	5/1/2026		\$39.15	\$19.24	\$58.39
Truckdriver class 1(see notes)	1/1/2023		\$33.04	\$22.13	\$55.17
Truckdriver class 1(see notes)	1/1/2024		\$34.79	\$22.63	\$57.42
Truckdriver class 1(see notes)	1/1/2025		\$36.29	\$23.13	\$59.42
Truckdriver class 1(see notes)	1/1/2026		\$37.79	\$23.63	\$61.42
Truckdriver class 2 (see notes)	1/1/2023		\$33.50	\$22.43	\$55.93
Truckdriver class 2 (see notes)	1/1/2024		\$35.25	\$22.93	\$58.18
Truckdriver class 2 (see notes)	1/1/2025		\$36.75	\$23.43	\$60.18
Truckdriver class 2 (see notes)	1/1/2026		\$38.25	\$23.93	\$62.18
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60
Window Film / Tint Installer	6/1/2024		\$26.37	\$14.83	\$41.20

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

Project: 25-02804 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2023		\$38.35	\$20.59	\$58.94
Carpenter	1/1/2024		\$39.85	\$21.34	\$61.19
Carpenter	1/1/2025		\$41.10	\$22.09	\$63.19
Carpenter	1/1/2026		\$42.35	\$22.84	\$65.19
Carpenter Welder	1/1/2023		\$39.85	\$20.59	\$60.44
Carpenter Welder	1/1/2024		\$41.35	\$21.34	\$62.69
Carpenter Welder	1/1/2025		\$42.60	\$22.09	\$64.69
Carpenter Welder	1/1/2026		\$43.85	\$22.84	\$66.69
Carpenters - Piledriver/Welder	1/1/2023		\$40.63	\$21.22	\$61.85
Carpenters - Piledriver/Welder	1/1/2024		\$42.13	\$21.97	\$64.10
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Cement Finishers	1/1/2023		\$34.14	\$25.05	\$59.19
Cement Finishers	1/1/2024		\$35.14	\$26.30	\$61.44
Cement Finishers	1/1/2025		\$35.94	\$27.50	\$63.44
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Electric Lineman	5/29/2023		\$51.40	\$29.62	\$81.02
Electric Lineman	6/3/2024		\$52.80	\$30.61	\$83.41
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2021		\$34.01	\$31.13	\$65.14
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2023		\$36.26	\$31.38	\$67.64
Iron Workers	5/1/2024		\$31.00	\$24.40	\$55.40
Laborers (Class 01 - See notes)	1/1/2023		\$29.85	\$25.50	\$55.35
Laborers (Class 01 - See notes)	1/1/2024		\$32.10	\$25.50	\$57.60
Laborers (Class 01 - See notes)	1/1/2025		\$33.60	\$26.00	\$59.60
Laborers (Class 01 - See notes)	1/1/2026		\$34.60	\$27.00	\$61.60
Laborers (Class 02 - See notes)	1/1/2023		\$30.01	\$25.50	\$55.51
Laborers (Class 02 - See notes)	1/1/2024		\$32.26	\$25.50	\$57.76
Laborers (Class 02 - See notes)	1/1/2025		\$33.76	\$26.00	\$59.76
Laborers (Class 02 - See notes)	1/1/2026		\$34.76	\$27.00	\$61.76
Laborers (Class 03 - See notes)	1/1/2023		\$30.50	\$25.50	\$56.00
Laborers (Class 03 - See notes)	1/1/2024		\$32.75	\$25.50	\$58.25
Laborers (Class 03 - See notes)	1/1/2025		\$34.25	\$26.00	\$60.25
Laborers (Class 03 - See notes)	1/1/2026		\$35.25	\$27.00	\$62.25
Laborers (Class 04 - See notes)	1/1/2023		\$30.95	\$25.50	\$56.45
Laborers (Class 04 - See notes)	1/1/2024		\$33.20	\$25.50	\$58.70
Laborers (Class 04 - See notes)	1/1/2025		\$34.70	\$26.00	\$60.70
Laborers (Class 04 - See notes)	1/1/2026		\$35.70	\$27.00	\$62.70
Laborers (Class 05 - See notes)	1/1/2023		\$31.36	\$25.50	\$56.86
Laborers (Class 05 - See notes)	1/1/2024		\$33.61	\$25.50	\$59.11
Laborers (Class 05 - See notes)	1/1/2025		\$35.11	\$26.00	\$61.11
Laborers (Class 05 - See notes)	1/1/2026		\$36.11	\$27.00	\$63.11
Laborers (Class 06 - See notes)	1/1/2023		\$28.20	\$25.50	\$53.70
Laborers (Class 06 - See notes)	1/1/2024		\$30.45	\$25.50	\$55.95

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

Project: 25-02804 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 06 - See notes)	1/1/2025		\$31.95	\$26.00	\$57.95
Laborers (Class 06 - See notes)	1/1/2026		\$32.95	\$27.00	\$59.95
Laborers (Class 07 - See notes)	1/1/2023		\$30.85	\$25.50	\$56.35
Laborers (Class 07 - See notes)	1/1/2024		\$33.10	\$25.50	\$58.60
Laborers (Class 07 - See notes)	1/1/2025		\$34.60	\$26.00	\$60.60
Laborers (Class 07 - See notes)	1/1/2026		\$35.60	\$27.00	\$62.60
Laborers (Class 08 - See notes)	1/1/2023		\$32.35	\$25.50	\$57.85
Laborers (Class 08 - See notes)	1/1/2024		\$34.60	\$25.50	\$60.10
Laborers (Class 08 - See notes)	1/1/2025		\$36.10	\$26.00	\$62.10
Laborers (Class 08 - See notes)	1/1/2026		\$37.10	\$27.00	\$64.10
Millwright	6/1/2023		\$41.51	\$23.33	\$64.84
Millwright	6/1/2024		\$43.46	\$23.33	\$66.79
Millwright	6/1/2025		\$45.46	\$23.33	\$68.79
Millwright	6/1/2026		\$47.52	\$23.33	\$70.85
Operators (Class 01 - see notes)	1/1/2023		\$36.50	\$23.58	\$60.08
Operators (Class 01 - see notes)	1/1/2024		\$38.30	\$24.03	\$62.33
Operators (Class 01 - see notes)	1/1/2025		\$40.10	\$24.23	\$64.33
Operators (Class 01 - see notes)	1/1/2026		\$41.67	\$24.66	\$66.33
Operators (Class 02 -see notes)	1/1/2023		\$36.22	\$23.58	\$59.80
Operators (Class 02 -see notes)	1/1/2024		\$38.02	\$24.03	\$62.05
Operators (Class 02 -see notes)	1/1/2025		\$39.82	\$24.23	\$64.05
Operators (Class 02 -see notes)	1/1/2026		\$41.39	\$24.66	\$66.05
Operators (Class 03 - See notes)	1/1/2023		\$32.58	\$23.58	\$56.16
Operators (Class 03 - See notes)	1/1/2024		\$34.38	\$24.03	\$58.41
Operators (Class 03 - See notes)	1/1/2025		\$36.18	\$24.23	\$60.41
Operators (Class 03 - See notes)	1/1/2026		\$37.75	\$24.66	\$62.41
Operators (Class 04 - See notes)	1/1/2023		\$32.09	\$23.58	\$55.67
Operators (Class 04 - See notes)	1/1/2024		\$33.89	\$24.03	\$57.92
Operators (Class 04 - See notes)	1/1/2025		\$35.69	\$24.23	\$59.92
Operators (Class 04 - See notes)	1/1/2026		\$37.26	\$24.66	\$61.92
Operators (Class 05 - See notes)	1/1/2023		\$31.88	\$23.58	\$55.46
Operators (Class 05 - See notes)	1/1/2024		\$33.68	\$24.03	\$57.71
Operators (Class 05 - See notes)	1/1/2025		\$35.48	\$24.23	\$59.71
Operators (Class 05 - See notes)	1/1/2026		\$37.05	\$24.66	\$61.71
Operators Class 1-A	1/1/2023		\$39.50	\$23.58	\$63.08
Operators Class 1-A	1/1/2024		\$41.30	\$24.03	\$65.33
Operators Class 1-A	1/1/2025		\$43.10	\$24.23	\$67.33
Operators Class 1-A	1/1/2026		\$44.67	\$24.66	\$69.33
Operators Class 1-B	1/1/2023		\$38.50	\$23.58	\$62.08
Operators Class 1-B	1/1/2024		\$40.30	\$24.03	\$64.33
Operators Class 1-B	1/1/2025		\$42.10	\$24.23	\$66.33
Operators Class 1-B	1/1/2026		\$43.67	\$24.66	\$68.33
Painters Class 1 (see notes)	5/1/2018		\$23.92	\$14.37	\$38.29
Painters - Line Stripping	12/1/2023		\$42.10	\$27.43	\$69.53

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

Project: 25-02804 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Painters - Line Stripping	12/1/2024		\$44.12	\$27.91	\$72.03
Painters Class 2 (see notes)	5/1/2023		\$29.15	\$17.54	\$46.69
Painters Class 2 (see notes)	5/1/2024		\$29.72	\$18.08	\$47.80
Painters Class 3 (see notes)	5/1/2023		\$34.90	\$17.54	\$52.44
Painters Class 3 (see notes)	5/1/2024		\$35.47	\$18.08	\$53.55
Pile Driver Divers (Building, Heavy, Highway)	1/1/2023		\$58.70	\$21.22	\$79.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2024		\$60.95	\$21.97	\$82.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2023		\$39.13	\$21.22	\$60.35
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$48.43	\$40.28	\$88.71
Truckdriver class 1(see notes)	1/1/2023		\$33.04	\$22.13	\$55.17
Truckdriver class 1(see notes)	1/1/2024		\$34.79	\$22.63	\$57.42
Truckdriver class 1(see notes)	1/1/2025		\$36.29	\$23.13	\$59.42
Truckdriver class 1(see notes)	1/1/2026		\$37.79	\$23.63	\$61.42
Truckdriver class 2 (see notes)	1/1/2023		\$33.50	\$22.43	\$55.93
Truckdriver class 2 (see notes)	1/1/2024		\$35.25	\$22.93	\$58.18
Truckdriver class 2 (see notes)	1/1/2025		\$36.75	\$23.43	\$60.18
Truckdriver class 2 (see notes)	1/1/2026		\$38.25	\$23.93	\$62.18

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>	
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6	City, state, and ZIP code	
	7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date
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General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

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

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

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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

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

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

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

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

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

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

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

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

Exempt payee code.

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

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

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

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

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

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

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

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must sign the certification or backup withholding will apply. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) ^{**}	The grantor [*]

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B)) ^{**}	The trust

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

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

****** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

COMMONWEALTH OF PENNSYLVANIA

**AMENDMENT #1 TO COOPERATIVE AGREEMENT (GR # 4100095822)
FOR CONSTRUCTION OF FACILITIES FOR RECREATIONAL FISHING AND BOATING**

**PENNSYLVANIA FISH AND BOAT COMMISSION
AND
BOROUGH OF CHAMBERSBURG**

AGREEMENT NO. 23-01

This Amendment #1 is between the Commonwealth of Pennsylvania, Pennsylvania Fish and Boat Commission (Commission) and The Borough of Chambersburg (Partner).

WITNESSETH:

On July 5, 2023, the Commission and the Partner entered into a Cooperative Agreement (Agreement), a copy of which is attached hereto, to construct facilities for recreational fishing and boating on the Conococheague Creek in Franklin County, hereinafter referred to as the Project;

The Partner, through no fault of its own, encountered delays in completing the project;
and

The Commission has determined it is in the best interests of the Commonwealth to amend the scope of work of this Agreement to provide additional time in which to meet its obligations, at no additional cost to the Commission.

The Parties, intending to be legally bound, in consideration of the mutual covenants hereof and the mutual benefits hereby conferred, do mutually agree to the following:

1. Paragraph 2, “**SCOPE OF WORK**”, shall be removed in its entirety and replaced in its entirety with the following:
2. **SCOPE OF WORK.**
 - a. The Partner will perform the scope of work relating to the Project in accordance with the specifications attached hereto and incorporated herein as Exhibit B.
 - b. The Partner will construct, develop, and place the Project in accordance with the Commission approved design.
 - c. The PARTNER will perform all obligations relating to the design and construction of the Project by no later than December 31, 2025.
 - d. The Partner shall operate and maintain the Project in good working order and shall keep it open to the public during the term of the Agreement.

2. Paragraph 3, “**PAYMENT TERMS**”, shall be removed in its entirety and replaced in its entirety with the following:

3. **PAYMENT TERMS.**

- a. The Commission will reimburse the Partner for 50% of the total Commission approved costs associated with the Project up to a maximum total sum of \$58,500 as described in the budget attached hereto and incorporated herein as Exhibit C.
- b. The Partner shall invoice the Commission for the costs associated with the Project upon completion. The invoice shall be submitted to:

Pennsylvania Fish and Boat Commission
Office of Administration
Bureau of Boating
Statewide Public Access Grant Program
P.O. Box 67000
Harrisburg, PA 17106-7000

- c. Upon receipt of an invoice and upon inspection and approval of the Project by the Commission, the Commission shall make payment to the Partner in accordance with the terms of this Agreement. No payment shall be made by the Commission to the Partner for services rendered pursuant to this agreement in excess of the amounts authorized herein. The Commission expressly reserves the right to withhold payment to the Partner pending resolution of any project deficiencies.
- d. The grantee further understands and agrees that the amount of reimbursement available to the Grantee is contingent on grant approval and availability of funding to the Commission.
- e. The Commonwealth will make payments to the recipient through ACH. Within 10 days of the grant award, the Partner must submit or must have already established its Partner will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information available at www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx.
- f. The recipient must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth’s ACH remittance advice to enable the recipient to properly apply the state agency’s payments to the respective invoice or program.
- g. It is the responsibility of the recipient to ensure that the ACH information contained in the Commonwealth’s Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
- h. The ACH payment process will be used unless an approved waiver is obtained and on file.

3. Paragraph 9, “**INDEPENDENT CONTRACTOR**”, shall be removed in its entirety and replaced in its entirety with the following:
 9. **INDEPENDENT PRIME CONTRACTOR.** In performing its obligations under the Agreement, the Partner will act as an independent contractor and not as an employee or agent of the Commonwealth. The Partner will be responsible for all services in this Agreement whether or not Partner provides them directly. Further, the Partner is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Agreement.

4. Paragraph 11, “**ENVIRONMENTAL PROVISIONS**”, shall be removed in its entirety and replaced in its entirety with the following:
 11. **ENVIRONMENTAL PROVISIONS.** In the performance of the Agreement the Partner shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to, the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. § 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. § 6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. § 693.1.

5. Paragraph 15, “**DEFAULT**”, shall be removed in its entirety and replaced in its entirety with the following:
 15. **DEFAULT.**
 - a. The Commission may, subject to the provisions of the Force Majeure provisions of this Agreement, and in addition to its other rights under this Agreement, declare the Partner in default by written notice thereof to the Partner, and terminate (as provided in the Termination Provisions of this Agreement) the whole or any part of this Agreement for any of the following reasons:
 - i. Failure to begin work within the time specified in this Agreement or as otherwise specified;
 - ii. Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Agreement terms;
 - iii. Unsatisfactory performance of the work;
 - iv. Failure to deliver the awarded item(s) within the time specified in this Agreement or as otherwise specified;
 - v. Improper delivery;
 - vi. Failure to provide an item(s) which is in conformance with the specifications

referenced in the Agreement or Purchase Order;

- vii. Delivery of a defective item;
 - viii. Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - ix. Discontinuance of work without approval;
 - x. Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
 - xi. Insolvency or bankruptcy;
 - xii. Assignment made for the benefit of creditors;
 - xiii. Failure or refusal, within 10 days after written notice by the Commission, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
 - xiv. Failure to protect, to repair, or to make good any damage or injury to property;
 - xv. Breach of any provision of this Agreement;
 - xvi. Failure to comply with representations made in the Partner's bid/proposal;
or
 - xvii. Failure to comply with applicable industry standards, customs, and practice.
- b. In the event that the Commission terminates this Agreement or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commission may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Partner shall be liable to the Commission for any reasonable excess costs for such similar or identical items included within the terminated part of the Agreement or Purchase Order.
- c. If the Agreement or a Purchase Order is terminated as provided in Subparagraph a. above, the Commission, in addition to any other rights provided in this paragraph, may require the Partner to transfer title and deliver immediately to the Commission in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Partner has specifically produced or specifically acquired for the performance of such part of the Agreement or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commission shall be at the Agreement price. Except as provided below, payment for partially completed items including, where applicable, reports and working

papers, delivered to and accepted by the PFBC shall be in an amount agreed upon by the Partner and Contracting Officer. The Commission may withhold from amounts otherwise due the Partner for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commission against loss.

- d. The rights and remedies of the Commission provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- e. The Commission's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commission of its rights and remedies in regard to the event of default or any succeeding event of default.
- f. Following exhaustion of the Partner's administrative remedies as set forth in the Contract Controversies Provision of the Agreement, the Partner's exclusive remedy shall be to seek damages in the Board of Claims.

6. Paragraph 38, "**TERMINATION**", shall be removed in its entirety and replaced in its entirety with the following:

38. **TERMINATION.** This Agreement shall terminate on December 31, 2050.

7. Except as amended hereby, the terms of the Agreement shall remain in full force and effect.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date last written below.

Attest:


**Commonwealth of Pennsylvania
Pennsylvania Fish and Boat Commission**


 12/13/2024
Administrative Secretary (Date)

 12/12/2024
Executive Director (Date)

Attest:


Borough of Chambersburg

 11-18-2024
Secretary/Treasurer (Date)

 11-18-2024
Borough Manager (Date)
SAP Vendor #: 139034

Approved as to Legality and Form:

 12/11/24
Authorized Agency Attorney (Date)
PFBC

 Bettina Peluso
2024.12.27 16:33:22 -05'00'
Office of Attorney General (Date)

Approved:

I hereby certify that funds are available under Appropriations:

No change

 Digitally signed by Qunsheng Z. Luo
Date: 2025.01.14 15:58:58 -05'00'

Comptroller (Date)

GR # 4100095822

COMMONWEALTH OF PENNSYLVANIA
COOPERATIVE AGREEMENT FOR
CONSTRUCTION OF FACILITIES FOR RECREATIONAL FISHING AND BOATING
PENNSYLVANIA FISH AND BOAT COMMISSION
AND
BOROUGH OF CHAMBERSBURG
AGREEMENT NO. 23-01

This AGREEMENT, made and entered into this 5th day of July, 2023, by and between the COMMONWEALTH OF PENNSYLVANIA, PENNSYLVANIA FISH AND BOAT COMMISSION, hereinafter known as the COMMISSION, with offices at 1601 Elmerton Avenue, Harrisburg, PA 17110,

AND

The Borough of Chambersburg with offices at 100 South Second Street, Chambersburg, PA 17201, hereinafter known as the PARTNER, acting through its proper officials. The COMMISSION and the PARTNER are hereinafter collectively referred to as the Parties.

WITNESSETH:

WHEREAS, the COMMISSION desires to provide grants for public recreational fishing and boating facility projects on Commonwealth waters; and

WHEREAS, the PARTNER has made known to the COMMISSION, through the submission of an application, which is incorporated herein by reference, that it desires to provide facilities for recreational fishing and boating on Conococheague Creek in Franklin County, hereinafter referred to as the Project; and

WHEREAS, at its October 2, 2012 meeting the COMMISSION authorized the Executive Director to award grants of \$100,000 or less per grantee, per year to COMMISSION partners for purposes of planning, acquisition, development, and expansion of public fishing and boating access facilities on Commonwealth waters, as reflected in the relevant portion of the minutes of that meeting attached hereto and incorporated herein as Exhibit A.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises hereinafter set forth, the Parties hereto agree, with the intention of being legally bound, as follows:

1. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the Effective Date (as defined below) and shall end on the termination date set forth herein, subject to the other provisions of this Agreement.

The COMMISSION shall fix the Effective Date after the Agreement has been fully executed by the PARTNER and by the COMMISSION and all approvals required by Commonwealth contracting procedures have been obtained. The Agreement shall not be a legally binding agreement until after the Effective Date is affixed and the fully executed Agreement has been sent to the PARTNER.

The COMMISSION shall issue a written Notice to Proceed to the PARTNER directing the PARTNER to start performance on a date, which is on or after the Effective Date. The PARTNER shall not start the performance of any work prior to the date set forth in the Notice to Proceed and the COMMISSION shall not be liable to pay the PARTNER for any service or work performed, or expenses incurred, before the date set forth in the Notice to Proceed. No COMMISSION employee has the authority to verbally direct the commencement of any work under this Agreement.

2. **SCOPE OF WORK.**

- a. The PARTNER will perform the scope of work relating to the Project in accordance with the specifications attached hereto and incorporated herein as Exhibit B.
- b. The PARTNER will construct, develop, and place the Project in accordance with the COMMISSION approved design.
- c. The PARTNER will perform all obligations relating to the design and construction of the Project by no later than December 31, 2024.
- d. The PARTNER shall operate and maintain the Project in good working order and shall keep it open to the public during the term of the Agreement.

3. **PAYMENT TERMS.**

- a. The COMMISSION will reimburse the PARTNER for 50% of the total COMMISSION approved costs associated with the Project up to a maximum total sum of \$58,500.00 as described in the budget attached hereto and incorporated herein as Exhibit C.
- b. The PARTNER shall invoice the COMMISSION for the costs associated with the Project upon completion. The invoice shall be submitted to:

Pennsylvania Fish and Boat Commission
Office of Administration
Bureau of Boating
Statewide Public Access Grant Program

P.O. Box 67000
Harrisburg, PA 17106-7000

- c. The PARTNER understands and agrees that this is a reimbursement program and that upon receiving a fully executed copy of this Agreement, the PARTNER must pay Project costs as described in this Agreement. The COMMISSION shall only be obligated to reimburse PARTNER for work performed to the COMMISSION'S satisfaction. No reimbursement will be made for invoices that are not in the proper form and are not accompanied by suitable proofs of payment.
 - d. The COMMISSION will make payments to the recipient through ACH. Within 10 days of the grant award, the PARTNER must submit or must have already established its ACH information in the COMMISSION'S Master Database. The PARTNER will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information available at www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx.
 - e. The recipient must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the COMMISSION'S ACH remittance advice to enable the recipient to properly apply the state agency's payments to the respective invoice or program.
 - f. It is the responsibility of the recipient to ensure that the ACH information contained in the COMMISSION'S Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
 - g. The ACH payment process will be used unless an approved waiver is obtained and on file.
4. **ENGINEERING DESIGNS.** All engineering designs shall be completed by a professional engineer or architect registered in the Commonwealth of Pennsylvania. Prior to the commencement of any work by the PARTNER, its agents, or assigns, the PARTNER shall provide the engineering designs to the COMMISSION, and the COMMISSION shall review and approve them to determine whether the designs meet the COMMISSION'S objectives with regard to planning, acquisition, development, expansion, and rehabilitation of public recreational fishing or boating facilities for reasonable and convenient access to the Commonwealth's waters. These designs shall include engineering blueprints, drawings, and technical specifications. The COMMISSION shall complete its review of the designs and shall notify the PARTNER of any deficiencies within 30 days of the COMMISSION'S receipt of the designs. The PARTNER shall correct any deficiencies and resubmit the designs within 30 days of the COMMISSION'S notice of said deficiencies. The PARTNER shall advise the COMMISSION of scheduled activities and their implementation dates.

5. **REPORTS.** The PARTNER shall submit quarterly progress reports to the COMMISSION beginning the first quarter after the effective date of this Agreement. These quarterly reports shall outline significant activities accomplished by the PARTNER, significant activities scheduled for the following quarter, and anticipated delays, setbacks, and actions to resolve any problems. The PARTNER shall submit a final report to the COMMISSION no later than 60 days after completion of the PARTNER'S construction obligations under this Agreement. The final report shall summarize the project and outline significant activities that the PARTNER completed. The quarterly and final reports shall include photographic documentation. All reports required under this paragraph shall be submitted to the COMMISSION at the address set forth above.
6. **INSPECTION.** The PARTNER'S performance of its obligations under this Agreement shall be subject to inspection by the COMMISSION to ensure compliance of materials, products, and workmanship with approved plans and specifications. The COMMISSION may make periodic inspections and a final inspection to ensure, among other things, that funds are properly spent. The PARTNER'S operation and maintenance of the Project shall be subject to inspection by the COMMISSION to ensure that the Project is in good working order and is open to the public as provided herein. The PARTNER shall not impede or hamper the COMMISSION'S access for inspections in any way and shall provide records and other information relating to the Project's operation and maintenance to the COMMISSION upon request. In the event an inspection by the COMMISSION identifies a deficiency, the PARTNER will take the necessary steps to resolve the deficiency to the COMMISSION'S satisfaction within a reasonable time period prescribed by the COMMISSION.
7. **FAILURE TO OPERATE AND MAINTAIN.** The PARTNER shall be responsible for providing ongoing maintenance and operation of the Project that is necessary to protect, preserve, and provide quality fishing or boating facilities for the use and enjoyment of the public. If the PARTNER ceases to operate and maintain the Project and keep it open to the public in accordance with this Agreement, the PARTNER will return all monies paid by the COMMISSION hereunder to the COMMISSION. If the PARTNER determines that the PARTNER will no longer be able to operate and maintain the Project in accordance with this Agreement, the PARTNER shall notify the COMMISSION within 15 days of that determination. The PARTNER shall promptly notify the COMMISSION of any events, including but not limited to vandalism, flood, or fire, which cause the PARTNER to close the Project to the public on a short-term basis.
8. **SIGNAGE.** The PARTNER shall install a sign at the Project, noting the COMMISSION'S involvement and recognizing the source of Federal funding whenever Federal funds are used. The PARTNER also shall install a uniform access (symbol or letter) sign at the entrance of the Project to inform the public that it is a public fishing or boating access site.
9. **INDEPENDENT CONTRACTOR.** In performing its obligations under the Contract, the PARTNER will act as an independent contractor and not as an employee or agent of the Commonwealth. The PARTNER will be responsible for all services in this Contract

whether or not PARTNER provides them directly. Further, the PARTNER is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

10. **COMPLIANCE WITH LAW.** The PARTNER shall comply with all applicable federal and state laws and regulations, and local ordinances in the performance of the Agreement. The PARTNER shall secure all necessary permits, approvals, and clearances and shall furnish copies thereof to the COMMISSION upon request.
11. **ENVIRONMENTAL PROVISIONS.** In the performance of the Agreement, the PARTNER shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.
12. **OFFICIALS NOT TO BENEFIT.** The PARTNER will establish safeguards to prohibit elected officials or employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflicts of interest, or personal gain. No member of the General Assembly of the Commonwealth of Pennsylvania, or any individual employed by the Commonwealth on a full-time basis, shall be admitted to any share or part of this Agreement, or to any benefit that may arise there from.
13. **COMMONWEALTH HELD HARMLESS.**
 - a. The PARTNER agrees to indemnify, defend, and save harmless the Commonwealth, its officers, agents, and employees from:
 - i. any and all claims for payment, damages, costs, or expenses demanded by any and all contractors, subcontractors, material men, laborers and other persons, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement; and
 - ii. any damages to property or injuries (including death) to any person(s) and any other losses, damages, expenses, claims, demands, suits, and actions by any party against the Commonwealth arising out of the willful or negligent acts or omissions of the PARTNER, its agents, subcontractors, and employees in the performance of this Agreement; and
 - iii. any liability, including without limitations, costs, and expenses for violation of proprietary rights, or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data.
 - b. The COMMISSION agrees to notify the PARTNER within a reasonable time of any written claims or demands against the COMMISSION for which the PARTNER is responsible under this paragraph.

14. **ASSIGNABILITY AND SUBCONTRACTING.**

- a. Subject to the terms and conditions of this paragraph, this Agreement shall be binding upon the Parties and their respective successors and assigns.
- b. The PARTNER may subcontract with any person or entity to perform all or any part of the work to be performed under this Agreement so long as the PARTNER retains ultimate control and responsibility for the work and all subcontractors shall be bound by the terms and conditions of this Agreement and any other requirements applicable to the PARTNER in the conduct of the work.
- c. The PARTNER may not assign, in whole or in part, this Agreement or its rights, duties, obligations, and responsibilities hereunder without the prior written consent of the COMMISSION, which consent may be withheld at the sole and absolute discretion of the COMMISSION.
- d. Any assignment consented to by the COMMISSION shall be evidenced by a written assignment agreement executed by the PARTNER and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Agreement and to assume the duties, obligations, and responsibilities being assigned.
- e. A change of name by the PARTNER, following which the PARTNER'S federal identification number remains unchanged, shall not be considered an assignment hereunder. The PARTNER shall give the COMMISSION written notice within 30 days of any such change of name.

15. **DEFAULT.**

- a. The COMMISSION may, subject to the provisions of the "Force Majeure" paragraph, and in addition to its other rights under the Agreement, declare the PARTNER in default by written notice thereof to the PARTNER, and terminate (as provided herein) the whole or any part of this Agreement for any of the following reasons:
 - i. Failure to begin work within the time specified in the Agreement or as otherwise specified;
 - ii. Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the agreement terms;
 - iii. Unsatisfactory performance of the work;
 - iv. Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;

- v. Discontinuance of work without approval;
 - vi. Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
 - vii. Insolvency or bankruptcy;
 - viii. Assignment made for the benefit of creditors;
 - ix. Failure or refusal, within 10 days after written notice by the COMMISSION, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
 - x. Failure to protect, to repair, or to make good any damage or injury to property; or
 - xi. Breach of any provision of this Agreement.
- b. The rights and remedies of the COMMISSION provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
 - c. The COMMISSION'S failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the COMMISSION of its rights and remedies regarding the event of default or any succeeding event of default.
16. **FORCE MAJEURE.** Neither party will incur any liability to the other if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders, or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The PARTNER shall notify the Commonwealth orally within five days and in writing within 10 days of the date on which the PARTNER becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall: (i) describe fully such cause(s) and its effect on performance; (ii) state whether performance under the Agreement is prevented or delayed; and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The PARTNER shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent effort to perform and shall produce such supporting documentation as the COMMISSION may reasonably request. After receipt of such notification, the

COMMISSION may elect either to cancel the Agreement or to extend the time for performance as reasonably necessary to compensate for the PARTNER's delay.

In the event of a declared emergency by competent governmental authorities, the COMMISSION by notice to the PARTNER, may suspend all or a portion of the Agreement.

17. **TERMINATION PROVISIONS.** The COMMISSION has the right to terminate this Agreement for any of the following reasons. Termination shall be effective upon written notice to the PARTNER.

- a. *Termination for Convenience.* The COMMISSION shall have the right to terminate the Agreement for its convenience if the COMMISSION determines termination to be in its best interest. The PARTNER shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the PARTNER be entitled to recover loss of profits.
- b. *Non-Appropriation.* The COMMISSION'S obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the COMMISSION shall have the right to terminate the Agreement. The PARTNER shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under this Agreement. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.
- c. *Termination for Cause.* The COMMISSION shall have the right to terminate the Agreement for PARTNER default as provided herein, upon written notice to the PARTNER. The COMMISSION shall also have the right, upon written notice to the PARTNER, to terminate the Agreement for other cause as specified in this Agreement or by law. If it is later determined that the COMMISSION erred in terminating the Agreement for cause, then, at the COMMISSION'S discretion, the Agreement shall be deemed to have been terminated for convenience under subparagraph (a).

18. **AGREEMENT CONTROVERSIES.**

- a. In the event of a controversy or claim arising from the Contract, the PARTNER must, within six months after the cause of action accrues, file a written claim with the Executive Director of the COMMISSION for a determination. The claim shall state all grounds upon which the PARTNER asserts a controversy exists. If the PARTNER fails to file a claim or files an untimely claim, the PARTNER is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within 60 days thereafter, either party may request mediation

through the Commonwealth Office of General Counsel Dispute Resolution Program.

- b. If the PARTNER or the Executive Director requests mediation and the other party agrees, the Executive Director shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the Executive Director shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the Executive Director and the PARTNER. The Executive Director shall send his/her written determination to the PARTNER. If the Executive Director fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The Executive Director's determination shall be the final order of the purchasing agency.
 - c. Within 15 days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the PARTNER may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the PARTNER shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the Executive Director and the Commonwealth shall compensate the PARTNER pursuant to the terms of the Contract.
19. **APPLICABLE LAW.** This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The PARTNER consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The PARTNER agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.
20. **SEVERABILITY.** In the event that any one or more of the provisions herein contained shall be held to be in violation of or not enforceable because of any law, it is understood that said provisions shall be deemed modified to the extent necessary to comply with said law, or if such modification would be impracticable, shall be deemed deleted and none of the other rights or obligations herein shall be prejudiced or rendered unenforceable by reason thereof.
21. **AGREEMENT CHANGES.** Changes to this Agreement may be made at the request of either party, with the concurrence of the other. Changes shall require a formally executed amendment with the exceptions listed below. The COMMISSION must receive all

requests for formal amendments no later than 90 days before the termination date set forth in this Agreement. The following types of changes may be made by a letter of mutual consent between the COMMISSION and the PARTNER:

- a. Changes to the task descriptions contained within the scope of work to be performed (including changes in equipment, design, or operation of the Project), provided such changes do not add new tasks.
- b. Adjustments of 10% or more per budget category or the inclusion of a new category for which PARTNER did not previously budget, provided that such adjustment or new category does not increase the maximum reimbursement dollar amount set forth in this Agreement. Adjustments that are less than 10% per budget category may be accomplished without a letter of mutual consent or a formal amendment, provided that such adjustments do not increase the maximum reimbursement dollar amount set forth in this Agreement.
- c. Changes to the task completion dates.

22. EXAMINATION OF RECORDS.

- a. The PARTNER agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this Agreement (hereinafter collectively called the "records") to the extent available for which reimbursement is claimed under the provisions of this Agreement.
- b. The PARTNER agrees to make available at the office of the PARTNER, at all reasonable times during the term of this Agreement and the period set forth in subparagraph (c) below, any of the records, books, papers, or documents related to the award for inspection, audit, or reproduction by any authorized representative of the COMMISSION, the Auditor General, or the Comptroller General of the United States. The PARTNER will establish a proper accounting system in accordance with generally accepted accounting standards or COMMISSION directives.
- c. Except as otherwise provided below, the PARTNER shall preserve and make available its records for a period of four years from the date of final payment under this Agreement:
 - i. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of four years from the date of any resulting final settlement.
 - ii. Records which relate to litigation or the settlement of claims arising out of the performance of this Agreement, or cost and expenses of this Agreement as to which exception has been taken by the auditors, shall be retained by PARTNER until such litigation, claims, or exceptions have been disposed of.

23. **NON-DISCRIMINATION/SEXUAL HARASSMENT CLAUSE.** The PARTNER agrees:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the PARTNER, each subcontractor, or any person acting on behalf of the PARTNER or subcontractor 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. Neither the PARTNER, nor any subcontractor, nor any person on their behalf shall 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 employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- c. Neither the PARTNER, nor any subcontractor, nor any person on their behalf shall 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, in the provision of services under the contract.
- d. Neither the PARTNER, nor any subcontractor, nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- e. The PARTNER and each 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 contracted services are performed shall satisfy this requirement for employees with an established work site.
- f. The PARTNER and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

- g. The PARTNER and each subcontractor represent that they are presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment. The PARTNER and each 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 PARTNER and each 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 contracting agency and the Bureau of Diversity, Inclusion, and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- h. The PARTNER shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- i. The PARTNER’S and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the PARTNER and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- j. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the PARTNER in the Contractor Responsibility File.

24. **CONTRACTOR INTEGRITY PROVISIONS.** It is essential that those who seek to contract with the Commonwealth of Pennsylvania (Commonwealth) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

- a. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - i. **“Affiliate”** means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than 50% of the voting

stock of each of the entities; or (c) the entities have a common proprietor or general partner.

- ii. **“Consent”** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - iii. **“PARTNER”** means the individual or entity that has entered into this contract with the Commonwealth.
 - iv. **“Contractor Related Parties”** means any affiliates of the PARTNER and the PARTNER’S executive officers, Pennsylvania officers and directors, or owners of 5% or more interest in the PARTNER.
 - v. **“Financial Interest”** means either:
 - 1. Ownership of more than a 5% interest in any business; or
 - 2. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - vi. **“Gratuity”** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor’s Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code § 7.153(b)*, shall apply.
 - vii. **“Non-bid Basis”** means a contract awarded or executed by the Commonwealth with PARTNER without seeking bids or proposals from any other potential bidder or offeror.
- b. In furtherance of this policy, the PARTNER agrees to the following:
- i. PARTNER shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations, or any other applicable laws or regulations, or other requirements applicable to PARTNER or that govern contracting or procurement with the Commonwealth.
 - ii. PARTNER shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the PARTNER activity with the Commonwealth and

Commonwealth employees and which is made known to all PARTNER employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

- iii. PARTNER, its affiliates, agents, employees, and anyone in privity with PARTNER shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive, or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- iv. PARTNER shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to PARTNER'S financial interest prior to Commonwealth execution of the contract. PARTNER shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than PARTNER'S submission of the contract signed by PARTNER.
- v. PARTNER certifies to the best of its knowledge and belief that within the last five years PARTNER or Contractor Related Parties have not:
 - 1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - 2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
 - 3. had any business license or professional license suspended or revoked;
 - 4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation, or anti-trust; and
 - 5. been, and is not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.

If the PARTNER cannot so certify to the above, then it must submit along with its

bid, proposal, or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the PARTNER. The PARTNER'S obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the PARTNER shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the PARTNER'S certification or explanation to change. PARTNER acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances, were false, or should have been known to be false when entering into the contract.

- vi. PARTNER shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, PARTNER must also comply with the requirements of *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- vii. When PARTNER has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, the PARTNER shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- viii. PARTNER, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices, or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. PARTNER shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. PARTNER agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the PARTNER'S compliance with the terms of this or any other agreement between the PARTNER and the Commonwealth that results in the suspension or debarment of the PARTNER. PARTNER shall not be responsible for investigative costs for investigations that do not result in the PARTNER'S suspension or debarment.
- ix. PARTNER shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach

of ethical standards and any alleged PARTNER non-compliance with these Contractor Integrity Provisions. PARTNER agrees to make identified PARTNER employees available for interviews at reasonable times and places. PARTNER, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to PARTNER'S integrity and compliance with these provisions. Such information may include, but shall not be limited to, PARTNER'S business or financial records, documents, or files of any type or form that refer to or concern this contract. PARTNER shall incorporate this paragraph in any agreement, contract, or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

- x. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with PARTNER, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend PARTNER from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

25. **CONTRACTOR OFFSET PROVISION.** The PARTNER agrees that the Commonwealth of Pennsylvania (Commonwealth) may set off the amount of any state tax liability or other obligation of the PARTNER or its subsidiaries to the Commonwealth against any payments due to the contractor under any contract with the Commonwealth.

26. **CONTRACTOR RESPONSIBILITY PROVISIONS.**

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or lessor, who has furnished, performed, or seeks to furnish or perform, goods, supplies, services, leased space, construction, or other activity, under a contract, grant, lease, purchase order, or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- a. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are

under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

- b. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
 - c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
 - d. The failure of the PARTNER and/or Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
 - e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
 - f. The PARTNER may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.
27. **AMERICANS WITH DISABILITIES ACT.** During the term of this Agreement, the PARTNER agrees as follows:
- a. Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. § 35.101 et seq., the PARTNER understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under

this Agreement. As a condition of accepting and executing this Agreement, the PARTNER 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 the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through agreements with outside contractors.

- b. The PARTNER shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the PARTNER'S failure to comply with the provisions of subparagraph (a) above.

28. **INCLUSION OF APPLICATION DOCUMENTS.** PARTNER hereby agrees that the Statewide Public Access Grant Program Procedure Guide and PARTNER’S application, together with any attachments thereto, are by reference made a part of this Agreement as if they were fully set forth herein. If there are inconsistencies between these documents and this Agreement, the contract documents shall be construed in the following order of precedence: this Agreement, the Procedure Guide, and PARTNER’S application.

29. **INTEGRATION.** The Agreement, including all documents incorporated by reference, constitutes the entire agreement between the Parties. No agent, representative, employee, or officer of either the COMMISSION or the PARTNER has authority to make, or has made, any statement, agreement, or representation, oral or written, in connection with the Agreement, which in any way can be deemed to modify, add to, or detract from, or otherwise change or alter its terms and conditions. No negotiations between the Parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Agreement. No modifications, alternations, changes, or waiver to the Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both Parties, except as provided herein. All such amendments will be made using the appropriate Commonwealth form.

30. **NOTICES.** All notices shall be in writing and shall be deemed to have been properly given if personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by private overnight express carrier, such as Federal Express, next business day delivery, charges prepaid, addressed as follows:

To COMMISSION: Pennsylvania Fish and Boat Commission
Office of Administration
Bureau of Boating
Statewide Public Access Grant Program
P.O. Box 67000
Harrisburg, PA 17106-7000

To PARTNER: Borough of Chambersburg
100 South Second Street

Chambersburg, PA 17201.

31. **BONDING REQUIREMENTS.**

- a. For construction contracts between \$25,000 and \$100,000, the PARTNER shall require contract performance security in an amount equal to at least 50% of the contract price.
- b. When the PARTNER awards a construction contract in excess of \$100,000, the PARTNER shall require the contractor to secure and deliver to the PARTNER the following bonds on forms satisfactory to the COMMISSION:
 - i. a performance bond, executed by a surety company authorized to do business in the Commonwealth of Pennsylvania and made payable to the PARTNER, in an amount equal to 100% of the contract price and conditioned upon the faithful performance of the contract in accordance with the plans, specifications, and conditions of the contract; and
 - ii. a payment bond, executed by a surety company authorized to do business in the Commonwealth of Pennsylvania and made payable to the PARTNER, in an amount equal to 100% of the contract price and conditioned upon the prompt payment for all materials furnished or labor supplied or performed in the performance of the contract. Labor or materials include public utility services and reasonable rentals of equipment for periods when the equipment is actually used at the Project site.
- c. The Bond shall list the COMMISSION as a direct beneficiary.

32. **PREVAILING WAGE ACT.** This Agreement is subject to the provisions, duties, obligations, remedies, and penalties of the Act of August 15, 1961, P.L. 987, *as amended*, known as the Pennsylvania Prevailing Wage Act, 43 P.S. § 165-1 *et seq.* The general prevailing minimum wage rates as determined by the Secretary of Labor and Industry shall be paid for each craft or classification of all workmen needed to perform the obligations of this Agreement during the term hereof for the locality in which the work is to be performed.

33. **TRADE PRACTICES ACT.** In accordance with the Act of July 23, 1968, P.L. 686, No. 226, *as amended*, known as the Trade Practices Act, 71 P.S. § 773.101 *et seq.*, PARTNER shall not use, or permit to be used, in the work any aluminum or steel products made in a foreign country that discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Brazil, South Korea, Spain, Mexico, and Argentina 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 for a project.

- a. 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; prestressed concrete steel wire strand; hot-rolled carbon steel plate in coil; hot-rolled carbon steel sheet; and cold-rolled carbon steel sheet.

- b. 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; certain steel products including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes, and galvanized carbon steel sheet; hot-rolled carbon steel bars; and cold-formed carbon steel bars.
- c. South Korea: welded carbon steel pipes and tubes; hot-rolled carbon steel plate, hot-rolled carbon steel sheet, and galvanized steel sheet.
- d. Mexico: certain iron-metal construction castings, including manhole covers, rings, and frames, catch basin frames and grates, cleanout covers, grates, meter boxes, and valve boxes; galvanized carbon steel sheet; cold-rolled carbon steel sheet; carbon steel plate in coil; carbon steel plate cut to length; and small diameter carbon steel plate welded pipe.
- e. Argentina: carbon steel wire rod and cold-rolled carbon steel sheet.

Penalties for violation of this paragraph may be found in the Trade Practices Act. Penalties include becoming ineligible for public works contracts for the period of three years. This paragraph in no way relieves PARTNER of responsibility to comply with the provisions of the Steel Products Procurement Act described herein.

34. **STEEL PRODUCTS PROCUREMENT ACT.** In accordance with the Act of March 3, 1978, P.L. 6, No. 3, *as amended*, known as the Steel Products Procurement Act, 73 P.S. § 1881 *et seq.*, only steel products as defined in the Act shall be used or supplied in the performance of this Agreement or any contracts or subcontracts hereunder.

In the performance of the Agreement, PARTNER, its contractors, subcontractors, materialmen, or suppliers shall use only: 1) steel products, rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel making process; and 2) cast iron products made in the United States.

Contractors shall certify that all steel and cast iron products to be used or supplied in the performance of this Agreement comply with the Act. No payment will be made for steel and cast iron products until such certification has been received.

The COMMISSION shall not provide for, or make any payment to, any person who has not complied with the Act. Any such payments made by the COMMISSION to anyone that should not have been made as a result of the Act shall be recoverable directly from the contractor, subcontractor, manufacturer, or supplier that did not comply with the Act. In

addition to the withholding of payments, any person who willfully violates any of the provisions of the Act shall be prohibited from submitting any proposals to any public agency for a period of five years from the date of the determination that a violation has occurred. In the event the person who violates the provisions of the Act is a subcontractor, manufacturer, or supplier, such person shall be prohibited from performing any work or supplying any materials to a public agency for a period of five years from the date of the determination that a violation has occurred.

PARTNER shall include the provisions of the Steel Products Procurement Act in every contract or subcontract so that the provisions of the Act shall be binding upon each contractor, subcontractor, and supplier.

35. **RECIPROCAL LIMITATIONS ACT.** This Agreement is subject to the Reciprocal Limitations Act, 62 Pa. C.S. § 107 *et seq.* This Act requires the COMMISSION:

a. In the award of contracts, exceeding \$10,000 for the erection, construction, alteration, improvement, or repair of any building or other public work, or the purchase or lease of any goods, supplies, equipment, printing, or materials, to give resident bidders a preference against a nonresident bidder from any state that gives or requires a preference to bidder from that state. The amount of the preference shall be equal to the amount of the preference applied by the state of the nonresident bidder. A resident bidder is a person, partnership, or corporation or other business entity authorized to transact business in Pennsylvania and having a bona fide establishment for transacting business within Pennsylvania at which it was transacting business on the date when bids for the public contract were first solicited.

b. In the erection, construction, alternation, improvement, or repair of any public building or other public work, and in all purchases of goods, supplies, equipment, printing, or materials, not to specify, use or purchase of any goods, supplies, equipment, printing, or materials which are produced, manufactured, mined, grown, or performed in any state that prohibits the specification for, use, or purchase of such items in or on its public building or other works, when such items are not produced, manufactured, mined, grown, or performed in such state.

c. List of Discriminating States

1. States which apply preference favoring in-state bidders and the amount of such preference, (that may affect this contract), as found by the COMMISSION:

<u>STATE</u>	<u>PREFERENCE</u>
Arizona	5% (construction materials from Arizona resident dealers only)
Montana	3%

West Virginia 2.5% for construction, repair, or improvements of any buildings

Wyoming 5%

2. States that prohibit the use of out-of-state goods, supplies, equipment, materials, or printing and the prohibition that may affect this contract as found by the COMMISSION:

<u>STATE</u>	<u>PREFERENCE</u>
Georgia	Forest products only

Indiana	Coal
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New Jersey	For bidders for the following items: major household appliances, chain link fence, portable sanitation units, glass, glazier supplies, storage batteries, carpet and cushion, shades, room air conditioning, electrical supplies, plumbing supplies, hardware supplies, fasteners, lumber, building supplies, audio-visual/video equipment, fire extinguishers, fire hose, motor oils, fuel oil, photographic supplies, Venetian blinds, drapes, paper towel dispensers, water hose
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New Mexico	Construction
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3. Calculation of Preferences – In calculating the preference, the amount of a bid submitted by a Pennsylvania bidder shall be reduced by the percentage preference that would be given to a nonresident bidder by its state of residence. Similarly, the amount of a bid offering Pennsylvania goods, supplies, equipment, materials, and printing shall be reduced by the percentage preference which would be given to another bidder by the state where the goods, supplies, equipment, materials, or printing are produced, manufactured, mined, grown, or performed.

36. RIGHT TO KNOW LAW.

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the PARTNER’S assistance in any matter arising out of the RTKL related to this Contract, it shall notify the PARTNER using the legal contact

information provided in this Contract. The PARTNER, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

- c. Upon written notification from the Commonwealth that it requires the PARTNER'S assistance in responding to a request under the RTKL for information related to this Contract that may be in the PARTNER'S possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the PARTNER shall:
 - 1) Provide the Commonwealth, within 10 calendar days after receipt of written notification, access to, and copies of, any document or information in the PARTNER'S possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the PARTNER considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the PARTNER considers exempt from production under the RTKL, the PARTNER must notify the Commonwealth and provide, within seven calendar days of receiving the written notification, a written statement signed by a representative of the PARTNER explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the PARTNER in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the PARTNER shall provide the Requested Information within five business days of receipt of written notification of the Commonwealth's determination.
- f. If the PARTNER fails to provide the Requested Information within the time period required by these provisions, the PARTNER shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment, or harm that the Commonwealth may incur as a result of the PARTNER'S failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the PARTNER for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

- h. The PARTNER may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the PARTNER shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment, or harm that the Commonwealth may incur as a result of the PARTNER'S failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the Parties, the PARTNER agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
 - i. The PARTNER'S duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the PARTNER has Requested Information in its possession.
- 37. **PUBLIC WORKS EMPLOYMENT VERIFICATION ACT.** This Agreement is subject to the provisions, duties, obligations, remedies, and penalties of the Public Works Employment Verification Act, 43 P.S. §§ 167.1 – 167.11. The PARTNER shall require that its contractors and subcontractors that are subject to the Public Works Employment Verification Act utilize the Federal E-Verify Program to verify the employment eligibility of each new employee hired after January 1, 2013 and to submit to the COMMISSION a Commonwealth Public Works Employment Verification Form available at:
<https://www.dgs.pa.gov/Materials-Services-Procurement/Public-Works-Employment-Verification/Documents/Public%20Works%20Employment%20Verification%20Form.pdf>
- 38. **TERMINATION.** This Agreement shall terminate on December 31, 2049.

Exhibit A

Commission Meeting Action

D. Establishing a Statewide Public Access Grant Program.

Commentary:

The purpose of the Commission's Statewide Public Access Grant Program is to provide grants to local governments, watershed associations, land trusts, and other partners for the planning, acquisition, development, and expansion of public fishing and boating facilities located on the waters of the Commonwealth.

Under the current Boating Facility Grant (BFG) Program, the Commission awarded 69 grants that provided financial assistance for the acquisition and construction of boating access facilities. However, except for the Lake Erie Watershed, the Commission has been limited in its ability to provide funding and opportunities for fishing access. The Fishing and Boating Access Strategy and Strategic Plan indicate a need for both fishing and boating access improvements and additional access locations throughout the Commonwealth.

The Statewide Public Access Grant Program is designed to further enhance the Commission's ability to provide these public access opportunities through the issuance of grants for public fishing and boating access. This new program will replace the Commission's existing BFG Program, which is designed to only fund opportunities for boating access.

Grant recipients must be willing to enter into an agreement with the Commission to keep any funded facilities open to public use for the project's useful life. Grants under the program will usually require at least a 50% match from the applicant and may be funded through a variety of state sources and federal grant programs.

Staff request that the Commission authorize the Executive Director to approve individual grants in the amount of \$100,000 or less per grantee, per year for projects meeting the objectives of the Statewide Public Access Grant Program. For grants exceeding that amount, staff will seek separate Commission approval.

Briefer:

Jackie Kramer, Statewide Public Access Program Director

Recommendation:

Staff recommend that the Commission approve the Statewide Public Access Grant Program and authorize the Executive Director to award individual grants in the amount of \$100,000 or less per grantee per year to counties, municipalities, watershed associations, land trusts and other partners for the planning, acquisition, development and expansion of public fishing and boating access facilities. For grants exceeding that amount, staff will seek separate Commission approval.

Action:

A motion was made by Commissioner Mascharka and seconded by Commissioner Squires to approve the Statewide Public Access Grant Program and authorize the Executive Director to award individual grants in the amount of \$100,000 or less per grantee, per year to counties,

municipalities, watershed associations, land trusts, and other partners for the planning, acquisition, development and expansion of public fishing and boating access facilities. For grants exceeding that amount, staff will seek separate Commission approval. Motion carried.

Exhibit B

Scope of Work and Specifications (when applicable)

Overview

The Borough of Chambersburg requests \$58,500 to design and install an adaptive kayak launch along the Conococheague Creek. The project will include the construction of new ADA adaptive kayak launch, an ADA accessible connection to the existing rail trail, site work, design and permits. The adaptive boat launch will offer safe and accessible ways for adaptive paddlers, those in wheelchairs, and those with disabilities, to enter and exit canoes and kayaks more easily. Matching funds in the amount of \$58,500 will be provided by the Borough of Chambersburg. The closest facilities are located 7.55 miles upstream at Scotland and 1.86 miles downstream below Chambersburg.

Administration

Administration will consist of providing all administrative services related to acquiring and paying consultants and contractors for all services related to the Project.

Design and Engineering

The final design is to be completed as part of the Project. The final engineering and design work is to be completed in accordance with the terms and conditions set forth in Paragraph 4 (Engineering Designs) of this Agreement. The final engineering design will be based on the preliminary designs developed by Herbert Rowland and Grubic, Inc., which are included below. The final engineering design is to be developed at a level of detail that is adequate for obtaining all permits required for the Project.

Permit Acquisition

Permitting responsibilities include the preparation and submission of all applicable permit applications and erosion and sedimentation control plans to the appropriate regulatory agencies, and the timely acquisition of all permits required for constructing the Project.

Construction

The total estimated cash cost for the Project is \$117,000. Commission funding will be used to design and install an adaptive kayak launch along the Conococheague Creek. The improvements will include the construction of new ADA adaptive kayak launch, an ADA accessible connection to the existing rail trail, site work, design and permits. The Borough of Chambersburg is requesting \$58,500 from the Commission to construct the boat launch facility. Matching funds in the amount of \$58,500 will be provided by the Borough of Chambersburg. The matching funds will be used to help with the engineering and construction costs. (Refer to attached budget in Exhibit C).

Inspection and Close Out

Inspection and close out includes a final inspection by the Commission and the submittal of all the final invoices for the completed Project.



Mapping derived from data provided by PASDA,
 12/15/22 PNC GMI GIS GMI CA-SMI 0003651435 (05)
HRG
 Harrisburg & Rockwell Services
 An Employee-Owned Company
 369 East Park Drive
 Harrisburg, PA 17111
 717.564.1121 [phone]
 717.564.1138 [fax]
 www.hrg-inc.com

ADA KAYAK / CANOE LAUNCH
Conococheague Creek
 Borough of Chambersburg
 Franklin County, PA

-Contours based upon 2019 PASDA LIDAR
 -Property Lines base upon Franklin County GIS Parcel Mapping
 -2021 PEMA Aerial Imagery

Exhibit C

Budget



207 Grant Street
 Chambersburg, PA 17201
 (717) 263-2070 FAX
 (717) 404-0561

GAW
 12/15/22

**ENGINEER'S PROJECT COST OPINION
 FOR
 ADAPTIVE KAYAK LAUNCH PROJECT
 DRAFT**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	TOTAL
1	ENGINEERING & PERMITTING	1	LS	\$ 14,000.00
2	EARTHWORK- CUT/FILL	850	CY	\$ 24,500.00
3	BANK STABILIZATION	25	LF	\$ 10,000.00
4	E&S CONTROL	100	LF	\$ 1,000.00
5	BITUMINOUS WALKING TRAIL IMPROVEMENTS	200	SY	\$ 7,500.00
6	ADA KAYAK LAUNCH	1	LS	\$ 60,000.00
Subtotal				\$ 117,000.00
TOTAL				\$ 117,000.00



WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

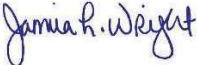
A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee's compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

	5/9/2023
Signature	Date
Jamia L. Wright	
Name (Printed)	
Borough Secretary	
Title of Certifying Official (Printed)	
Borough of Chambersburg	
Contractor/Grantee Name (Printed)	

Receipt of Confirmation
Of
Bidding and Contract Documents
For
BOROUGH OF CHAMBERSBURG
CONOCOCHEAGUE CREEK CANOE/KAYAK LAUNCH AND FISHING DOCK

All prospective Bidders who obtained the Bidding Documents electronically must fax this “Receipt of Confirmation” form no later than Monday, May 5, 2025 at 9:00 a.m. to:

Jamia L. Wright, Borough Secretary, at (717) 251-2437.

The undersigned confirms receipt of all 187 pages of the bidding and contract documents dated March 24, 2025 for the project referenced above as posted electronically at www.chambersburgpa.gov.

Name of Company _____

Name of Recipient _____

Signature of Recipient _____

Title of Recipient _____

Phone No: _____

Fax No: _____

E-mail: _____

Date: _____