

**SPECIFICATIONS AND CONTRACT DOCUMENTS**

**For**

**Chambersburg Natural Gas Pipeline Extension  
Phase 2 -  
SOUTHWEST AREA GAS MAIN EXTENSION**

**Contractor requirements**

**For**

**THE BOROUGH OF CHAMBERSBURG, PA**

**ISSUED:  
May 20, 2020**

**Bids for items covered by these Specifications must be received by the Borough Secretary,  
100 South Second Street, Chambersburg, Pennsylvania 17201, before 2:30 P.M., legal time,  
Thursday, June 18, 2020.**

**Borough Contact Name: Jon Mason  
Assistant Gas Superintendent  
717-251-2423 or [jmason@chambersburgpa.gov](mailto:jmason@chambersburgpa.gov)**

**Proposal Submitted By:**

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**NOTICE – SEEKING BIDS**

The Borough of Chambersburg is accepting sealed bids for:

**Chambersburg Natural Gas Pipeline Extension  
Phase 2 -  
SOUTHWEST AREA GAS MAIN EXTENSION**

A complete proposal packet may be obtained from:

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

The Town Council intends to award a contract to the overall lowest responsible bidder for each item, as determined by Town Council to be in the best interest of the Borough of Chambersburg and reserves the right to award separate contracts for the various locations in this Bid to separate bidders.

A Proposal Bond in the amount of ten percent (10%) of the estimated bid price is required to be accompanied with a Bid. A Performance and Payment Bond, each in the amount of one hundred percent (100%) of the estimated contract price, shall be required from the Successful Bidder. An anti-collusion affidavit is required for this Bid. The Contract will be subject to Pennsylvania Prevailing Wage rates as determined by the PA Department of Labor and Industry. Other federal labor standard provisions also apply to this Project including, but not limited to Section 3 and MBE/WBE requirements.

A non-collusion affidavit is required for this Bid.

A pre-bid meeting will be held on Friday June 05, 2020 at 9:00 a.m. at Borough Hall, 100 South Second Street, Chambersburg, Pennsylvania.

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

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

Bids will be received at the above address until **2:30 PM, on Thursday, June 18, 2020**. Any Bid received after said date and time will be returned unopened. All bids must be in a sealed envelope clearly marked "Bid for Borough of Chambersburg", bearing the name of the bidder and "**Chambersburg Natural Gas Pipeline Extension, Phase 2 – Southwest Area Gas Main Extension.**" If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Please mail bids to the attention of:

Jamia L. Wright, Borough Secretary

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

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

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

## INSTRUCTIONS TO BIDDERS

### **CHAMBERSBURG NATURAL GAS PIPELINE EXTENSION PHASE 2 – SOUTHWEST AREA GAS MAIN EXTENSION**

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

The Borough of Chambersburg (the “Borough”) is seeking bids from qualified bidders for the general procurement of: **Installation of Chambersburg Natural Gas Pipeline Extension, Phase 2 – Southwest Area Gas Main Extension** (the “Work”), as further described in the Specifications herein.

The Chambersburg Gas Department plans to install polyethylene pipe (PE) Medium Density, gas main (2”, 4”, and 6” IPS DR 13.5 DRISCOPEX® 6500 GAS PE 2406/2708 CEE ASTMD2513-11C KV 318 P NR NSF@GAS, or equivalent.), and associated valves/fittings/pipe (Including PE ball valves, PE reducers, PE end caps, PE pipe, etc. See drawings and project components list.), to extend their intermediate pressure gas distribution network (MAOP 55PSIG). This project consists of three components.

Please see the attached description and drawing. Several components are to be bid upon as separate items, with the Borough deciding upon projects to proceed with after the individual bid amounts are known.

Please be advised that this project will partially be funded by a grant from the Commonwealth Financing Authority’s Pipeline Investment Program (PIPE). The winning bidder is required to adhere to all compliance requirements associated with the PIPE funding. Such requirements may be found in the PIPE grant agreement, attached hereto. The Contract will be subject to Pennsylvania Prevailing Wage rates as determined by the PA Department of Labor and Industry.

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

The Bidding Documents include the following documents:

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

### **3. Copies of Bidding Documents**

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

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

The Bidding Documents may also be obtained electronically at [www.borough.chambersburg.pa.us](http://www.borough.chambersburg.pa.us). All prospective bidders who obtained the Bidding Documents electronically must fax a "Receipt of Confirmation" form no later than 9:00 AM on Thursday, June 11, 2020 to Jamia Wright at (717) 261-3240. Complete sets of the Bidding Documents shall be used in preparing the Bid. The Borough does not assume responsibility for any errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

### **4. Contractor**

The Successful Bidder will be known as the Contractor. The Successful Bidder to whom a contract is awarded (the "Agreement") will be required to comply with all applicable federal and state laws, rules, regulations, orders and approvals, and all applicable borough ordinances, rules and regulations. The Borough reserves the right to award separate contracts for the various locations included in this Bid to separate bidders.

### **5. Qualifications of Bidders**

At the Borough's request, a Bidder may be required to provide the Borough with at least three (3) references for similar work or product with applicable contact information within five (5) calendar days after the Bid opening date. These references shall verify that the Bidder has successfully delivered or performed similar projects or commodities.

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

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

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

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

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

6.1.5 promptly notify the Borough of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Bidding Documents.

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

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

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

## **7. Interpretations and Addenda**

Any questions or requests for interpretation of any provision of the Bidding Documents shall be made to Jon Mason, Assistant Gas Superintendent, at 717-251-2423 or [jmason@chambersburgpa.gov](mailto:jmason@chambersburgpa.gov) at least five (5) days prior to the submission deadline.

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

## **8. Security**

8.1 All bonds shall be in the form and substance prescribed by the Bidding Documents except as provided otherwise by Laws and/or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to conduct business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of this Section 8, Contractor shall promptly notify the Borough and, within twenty (20) days after the event giving rise to such notification, provide another bond and surety.

8.2 Proposal Bonds. Each Bid must be accompanied by a Bid security made payable to the Borough in an amount of ten percent (10%) of Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached) issued by a surety meeting the requirements of this Section. All instruments

of Bid security shall be valid and remain in effect for at least one hundred twenty (120) days from the date of the bid opening. Substitute Bid Bond forms are not acceptable.

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

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

- 8.3 **Performance and Payment Bonds.** When the apparent Successful Bidder delivers the signed Agreement to the Borough, it must be accompanied by the required Performance and Payment bonds on the forms provided in the Bidding Documents. Substitute Bond forms are not acceptable.

Contractor shall furnish performance and payment bonds, each in an amount equal One Hundred Percent (100%) of the contract price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents.

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

## **9. Liquidated or Other Damages**

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

## **10. Pre-bid Meeting Information**

A pre-bid meeting will be held on **Friday, June 05, 2020 at 9:00 a.m.** 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.

## **11. Proposal Form**

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

The Proposal Form (hereinafter the "Bid") of an individual must be signed by the individual person. The Bid of a partnership must state the names of each partner and it must be signed by at least one partner. The Bid of a corporation must show the State of incorporation and must be signed by the President or Vice President. The Bid of an LLC must show the State of Incorporation and must be signed by an authorized member for the LLC. All names must be typed or printed below each signature. Bid prices shall be inclusive and shall

include, if applicable, all taxes of whatever nature applicable to the Work. Submission of prices for Alternates, if any, is mandatory.

The following should be considered by Bidder with Bid submission:

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

**Freight:** Where applicable, freight to be prepaid and allowed. For all deliveries, FOB is site location: PROJECT SITE, Chambersburg, PA 17201.

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

## 12. Submission of Bids

Bids shall be submitted no later than the time and place indicated in the Notice. All bids must be in a sealed envelope clearly marked "Bid for Borough of Chambersburg", bearing the name of the bidder and "**Chambersburg Natural Gas Pipeline Extension, Phase 2 – Southwest Area Gas Main Extension**". If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Please mail bids to Attention: Jamia L. Wright, Borough Secretary. The Bidder is solely responsible for delivering Bid to the Borough at the location of, and by the time of, the Bid opening designated in the Notice. A mailed Bid shall be address to:

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

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

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

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



In addition, the Bidder acknowledges that any information received by the Borough may be subject to the Pennsylvania Right to Know Law, 65 P.S. § 67.101 et seq.

### **13. Modification and Withdrawal of Bids**

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

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

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

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

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

### **15. Award of Agreement**

The Borough reserves the right, without limitation, to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder, if the Borough believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the 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. Furthermore, the Borough reserves the right to award separate contracts for the various locations included in this Bid to separate bidders

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

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

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

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

**16. Signing of Agreement**

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

In the event the Successful Bidder (the "Contractor") cannot agree on a completion date for a particular list of work and the Borough desires to award the particular list of work to the next lowest Bidder who can meet the completion date, the Borough will give the next lowest bidder the option of entering into an Agreement for that particular list of work only in the same manner and according to the same conditions as set forth in this Paragraph 16.

## GENERAL TERMS AND CONDITIONS

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

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

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

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

### **3. Warranty**

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

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

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

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

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

### **5. Assignment**

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

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

**6. Invoices and Payment**

All payments will be processed through the Borough's standard accounts payable system. Upon the completion and inspection of the Borough of all work set forth in each written Notice to Proceed, Contractor shall submit invoices marked NET 30 DAYS. The invoice must include, at a minimum, the quantity and type of item plus unit price. Payments shall be subject to the retainage provisions of Paragraph 5.2 of the Agreement.

**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, are to be named as an additional insured on the Contractor's Certificate of Insurance. The Commonwealth of Pennsylvania, Department of Transportation is also to be named an additional insured in the manner as described in this Section 8. The Successful Bidder, and all its sub-contractors, will list the Commonwealth of Pennsylvania and the Commonwealth Financing Authority as additional insureds on their Certificates of Liability Insurance during the contract period of performance. All policies of insurance shown on the Certificate of Insurance shall not be cancelled or materially changed unless thirty (30) days prior notice has been given to the Borough. Contractor agrees to furnish an original copy prior to signing and maintain during the term of this Agreement, or until delivery of the goods, commodities, equipment, and/or deliverables is complete and until the Work is completed and approved by the Borough, at Successor Bidder's sole cost and expense, the following minimum types of insurance as specified herein.

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

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

**WORKMEN'S COMPENSATION**

Statutory limit as required by the Commonwealth of Pennsylvania.

**BUSINESS AUTOMOBILE – Covering Any Automobile (Symbol I)**

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

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

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

**8. Indemnification**

Contractor and its subcontractors, if any, successors and assigns, its employees, agents, servants, and/or anyone acting under Contractor's control and/or Contractor's direction shall release, hold harmless, and indemnify the Borough, its officers, elected officials, agents, representatives, and employees acting within the scope of their official duties from and against any and all damages, costs, claims, suits, demands and expenses (including but not limited to reasonable attorneys' fees) to the extent caused by the negligent acts, errors, or omissions of Contractor, its employees, subcontractors, agents, servants, and/or anyone acting under Contractor's control and/or Contractor's direction, in the performance of the requirements of this Agreement. Contractor shall defend any lawsuit commenced against the Borough and shall pay any judgments and costs connected with such proceeding which are based upon the negligent acts or omissions of Contractor or its employees, agents, servants, and/or anyone acting under Contractor's control and/or Contractor's direction. If Contractor is successful in defending such a lawsuit, then the Borough will reimburse Contractor for its costs and expenses associated with such defense only to the extent that such liabilities arise from an action which can be properly brought against the Borough as an exception to governmental immunity in accordance with the Political Subdivision Tort Claims Act, 42 Pa.C.S.A. § 8541 *et seq.* and in accordance with such limits of liability set forth in the Act. This Section 8 shall survive the termination of the Contract.

**9. Taxes**

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

**10. Additional Contractor Compliance**

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

- a. Contractor shall comply with Commonwealth of Pennsylvania Prevailing Wage Act, P.L. 987, as amended, for certain projects that exceed \$100,000.00.
- b. Contractor is subject to the provisions of the Pennsylvania Steel Products Procurement Act of 1978, P.L. 6, as amended. The Act and amendments require that the Contractor use or furnish only steel products (as defined in the Act and amendments) which have been produced in the United States.
- c. Contractor is subject to the provisions of Pennsylvania Act 247 of 1972, as amended, relating to the prevention of environmental pollution and the preservation of public natural resources.
- d. Contractor is subject to the provisions of the Pennsylvania Human Relations Act No. 222 of 1955, as amended.
- e. Contractor is subject to the provisions of Pennsylvania Underground Utility Line Protection Act, Act 287 of 1974, as amended by Act 121 of 2008, which requires contractors to notify public utilities prior to starting excavation or demolition work.
- f. Contractor shall comply with the Pennsylvania Public Works Contract Regulation Law, as amended by Act 142 of 1994 as it relates to timely payment by Contractor and Subcontractor to its Subcontractors.
- g. Contractor shall comply with the Antibid-Rigging Act, 62 Pa.C.S.A §4501, *et seq.*

# Specifications

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# 1. PROJECT DESCRIPTION

## 1.1. General

The Chambersburg Gas Department plans to install 6" IPS, 4" IPS, and 2" IPS polyethylene pipe (PE) Medium Density gas main, and associated valves/fittings/pipe (Including PE ball valves, PE reducers, and PE end caps, etc. All Pipe and Fittings must have a design pressure to allow testing to 100 PSI and a MAOP of 60 PSIG. See drawings and project components list.), to extend their intermediate pressure gas distribution network (MAOP 55PSIG). This project consists of Three (3) Components.

PE Joining shall be performed by butt fusion and/or electrofusion. No mechanical fittings shall be used. All electrofusion equipment, as well as applicable butt fusion devices, must have current, documented, calibration and copies of those calibration documents must be provided to the Chambersburg Gas Department in advance of performing any work with the electrofusion and butt fusion equipment.

All plastic pipe must be of recent (manufactured after January 2019) manufacture and be PE medium-density 2406/2708 polyethylene pipe, with all fittings & components compatible for joining, SDR13.5 minimum wall thickness. PE pipe used as carrier pipe must not have been stored in sunlight for more than two years. Contractor shall be required to provide written certification, indicating that the pipes were manufactured after January 2019 and not stored in sunlight for more than two years.

The pipe shall be installed in accordance with Borough of Chambersburg Gas Department Trench and Back Fill Specifications (See attached drawing.). Please note that locator wire, connectors, and warning tape must be installed (bonded with existing locator wire). These items are the responsibility of the contractor.

The new pipe will be tested to set its maximum allowable operating pressure (MAOP) at 60PSIG as specified by 49 CFR 192 subpart J. The pipe must be designed to meet the requirements of 49 CFR 192. The pipe must pass pressure testing, as per the Borough of Chambersburg Gas Department pressure testing requirements. The test requirements are as follows: *Intermediate Pressure, Steel or Plastic: Test to a minimum of 90 psig (95PSIG-100PSIG is recommended, to ensure required test pressure after temperature pressure drop during test.), and maintain at or above test pressure for a minimum of 8 hours. (No additional test media to be introduced during the test.) The Contractor shall provide the test chart(s) which document(s) the test prior to an application for substantial completion.*

Any chart recorders used to pressure test must have current, documented, calibration and copies of those calibration documents must be provided to the Chambersburg Gas Department prior to use of such equipment.

Tie-ins and purging are to be performed by the contractor, in coordination with Gas Department Operations/Personnel.

The drawings will show the proposed route for the pipeline. The exact location of the pipe within the street right of way shall be determined by the Contractor and Department representative based on the best available information obtained through coordination with other Borough utilities, field investigation, from PA One Call marks, and from the digging of test holes. Determination of the lane for the pipe, including the digging of test holes, shall be included as part of the Project cost regardless of the level of effort necessary to determine the lane for the pipe.

The pipe design and installation of the new line shall be in accordance with, but not limited to, the following codes and standards:

- US Department of Transportation, Title 49 CFR Part 192 - *Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards*.
- All Codes and Standards incorporated by reference by the above regulations.
- Applicable Codes or Ordinances of the Borough of Chambersburg.
- The specifications in this document and any other requirements as directed by the Department representative.

## **2. GENERAL SCOPE OF CONSTRUCTION**

This document is intended to provide the Contractor with required construction procedures, materials specifications, Chambersburg Gas Department specifications, and design drawings to be utilized for this project. The contractor shall provide a complete installation, which shall include:

- \* The Contractor shall supply all required traffic signage, steel plates, lights, barricades, detour signage, etc. Contractor shall obtain any necessary street opening permits and restore such streets as provided for therein. The Contractor shall obtain any required HOP permits necessary for the Project and shall provide necessary traffic control during construction.
- \* Proper notification of PA One Call in accordance with Pennsylvania State Law.
- \* Furnish all equipment (vehicles, excavating equipment, fusion machines, etc.), tools, labor (qualified fusing technicians, etc.), supervision, and any other materials and services necessary to fully complete the pipeline installation as described in the bid documents.
- \* Excavate the trench, install the new line, and backfill as specified.
- \* Pressure test the new system.
- \* Tie-in the new line.
- \* Gas and purge the new line.
- \* Restore the area as required by Section 3.2.6 of these Specifications.

The pipe, valves, fittings, locator wire & connectors, valve/curb boxes and caution tape will be purchased and supplied by the Contractor. The Contractor is required to pick up and deliver the pipe and supplies to the job site.

The contractor will coordinate with the Borough Engineering Department to facilitate GPS location of pipeline components, for mapping and locating purposes.



The contractor will obtain any special permissions such as State permits, Highway Occupancy Permits, Pennsylvania DEP, stream crossing/occupancy, wetland permits, railroad permits, Borough (or Township) street opening permits, private land easements, etc. This includes Borough of Chambersburg Storm Water Department requirements.

The contractor will obtain, as required, any Blasting Permits, and follow legal requirements for blasting. Any costs due to damage to persons or property from blasting operations will be borne by the Contractor and the Contractor shall indemnify the Borough for any blasting activity.

The contractor will follow and obey all federal, state, and local regulatory requirements.

The Contractor shall not subcontract any part of this work before obtaining written approval from the Department.

All materials and work shall be subject to approval and final acceptance by the Chambersburg Gas Department representative. The Department representative shall have overall inspection responsibility and control over the project, and shall have the right to stop work due to adverse weather, public safety concerns, or to correct unsatisfactory work. However, the Department representative shall not be expected to run the Contractor's crew. The Contractor shall provide an experienced foreman to coordinate the Contractor's operations and to be the main point of contact with the Department representative regarding daily operations.

Details regarding the installation are included in the following sections and the design drawings.

Note: Summary of required documents:

- 1) PHMSA compliant Drug and Alcohol testing program, with names of covered employees working on our project.
- 2) Operator Qualification (OQ) records showing current qualification for employees working on our project. Covered tasks to include: pipe handling & installation, pipeline start up, purging, tie-in, excavation, mechanical fittings, valve operation.
- 3) Plastic Pipe Joining Qualification records for any employee performing pipe joining on our project. Must include current electrofusion/butt-fusion qualification.
- 4) Material information regarding manufacturer, lot, date of manufacture, country of origin, etc. for PE pipe, valves, and fittings.
- 5) Calibration documents for any electrofusion equipment, or any other joining equipment requiring calibration/adjustment.
- 6) Calibration documents for any pressure recording equipment used to pressure test the pipeline.
- 7) Charts from any pressure tests performed on the pipeline.
- 8) Calibration documents for any gas detection/measuring devices used for purging, i.e. CGI.
- 9) Documents pertaining to Borough (or Township) permits (see section 2, Section 3.2.1), workers compensation insurance, liability insurance, State or Federal employment required documents, or any other documents as required in Section 4 of this specification document.
- 10) Copies of any permits granted for the purpose of this pipeline construction, such as State permits, Highway Occupancy Permits, Pennsylvania DEP, stream crossing/occupancy, wetland permits, railroad permits, Borough (or Township) street opening permits, private land easements, blasting permits, etc.

- 11)Copies of all PA One Call tickets made as part of this project.
- 12)Summary of the Contractor's Employee Safety Program.

### **3. DETAILED CONSTRUCTION PROCEDURES**

All construction work shall be performed in accordance with the detailed construction procedures and the design drawings. (See attached.) Any questions or request for interpretation shall be submitted in accordance to the Instruction to Bidders prior to submission of a bid.

#### **3.1. Hauling, Handling, and Storage of Materials**

The Contractor shall be responsible for loading, transporting, unloading, storing, and the proper protection of all material from the time of issue to the final installation. Care shall be taken to prevent damage to pipe and fittings by mishandling. Pipe shall not be dropped or dragged from truck or trailer beds. Chains, or other lifting devices that may damage the pipe, are prohibited from contacting the pipe. During transport and storage on site, the pipe shall be supported without sag, and properly fastened to prevent movement.

Materials stored on site shall be properly protected and placed so as not to interfere with traffic or sidewalks. If material is stored on private property, it is the Contractor's responsibility to obtain the owner's permission. Proper barricades or signs shall be supplied by the Contractor.

If the Contractor discovers damaged or defective materials, the Department representative shall be notified immediately. The Contractor is responsible for replacement of damaged or defective materials. Such materials are not to be installed in the system.

#### **3.2. Pipe Installation- Direct Burial**

NOTE: The Contractor is responsible for the proper notification of PA One Call as required by Pennsylvania State Law before ANY excavation takes place.

This project involves the installation of polyethylene gas main and associated valves and fittings. Plastic joints and fittings are to be connected by butt fusion and/or electrofusion. No mechanical fittings shall be used. All pipe installation shall be in accordance with the following specifications:

##### *3.2.1. Trench Excavation (Please see drawing of Borough Gas Department Trench and Burial Specifications.)*

The pipe shall be installed in accordance with Borough of Chambersburg Gas Department Trench and Burial Specifications. While minimum depth must always be maintained, pipe shall be installed no greater than 1.5 feet deeper than the minimum specified depth to top of pipe, unless specifically approved by The Borough of Chambersburg Gas Department (via letter, memo, or email.)

Please note that locator wire, connectors, and warning tape must be installed. These items are the responsibility of the contractor. Note: Locator wire must not be electrically-connected to cathodically-protected pipe or fittings, nor installed in such a way as to cause a short, induction of current, or interference to the cathodic-protection current.

Gas main must have a minimum of 18 inches of clearance from other underground utilities and buried structures. Trench widths shall be kept to the minimum width necessary to install the pipe and required padding, especially when pavement replacement is a consideration. If a fusion or weld must be made in the ditch, there must be sufficient additional clearance around the joint area for the fuser/welder to work.

If proper cover cannot be maintained due to an obstruction, the Department representative shall be consulted and shall determine appropriate protective actions to be taken.

The bottom of the trench shall be relatively smooth and flat, and shall be kept clean of loose rocks and other debris. The trench shall be kept properly dewatered during pipe installation.

Excavated trench material which is suitable for backfill shall be saved on site, unsuitable material shall be removed from the site and properly disposed of by the Contractor. Care shall be taken with storing excavated material so that it will not erode and run off into storm drains, catch basins, etc. The Contractor is responsible for ensuring that project activities, such as material storage, excavation, site access, etc., are performed in a manner that is in compliance with Pennsylvania DEP and Borough of Chambersburg Storm Water Department requirements (including obtaining required permits).

Any excavations that must be left open overnight shall be properly barricaded and left in a safe condition. If traffic must be maintained, the Contractor shall provide steel plates over the excavation. Warning signs and lighted barricades shall be provided by the Contractor if necessary.

If blasting is required, the Contractor is responsible for any preblast surveys, obtaining the proper permits, and conforming to all governing federal, state and local regulations regarding explosives. (See 3.2.1.A)

The Contractor is responsible for contacting Pa One Call, and shall exercise reasonable caution while excavating to prevent damage to any underground facilities in the area. Any damaged underground utilities or structures shall be the responsibility of the Contractor. The Contractor shall provide the Borough Gas Department copies of all PA One Call (811) tickets.

If the trench extends into a traveled way, the Contractor is required to maintain traffic by excavating and backfilling only part of the traveled way at a time, or by the use of steel plates. Any driveways crossed shall be bridged temporarily with plates to allow full access. The Contractor shall arrange for and supply all necessary traffic signage, cones, and barricades.

Pipe must be installed to comply with the depth requirements of the Borough Gas Department or the Borough/Township in which it is located, as well as the Commonwealth of Pennsylvania, Department of Transportation requirements, if located in a its right-of-way. Any trenched pipe installation within roadways must be compacted as per the specifications of the Borough/Township in which it is located. As noted above: While minimum depth must always be maintained, pipe shall be installed no greater than 1.5 feet deeper than the specified minimum depth to top of pipe, unless specifically approved by The Borough of Chambersburg Gas Department (via letter, memo, or email.)

All traffic control shall be performed in accordance with the traffic management plan. If a street must be closed off and detoured, the Contractor must first notify the service Center at 717-263-4111, who will then notify County Control. For installation of pipeline outside of the Borough of Chambersburg, the Contractor must co-ordinate with the respective Borough/Township for those locations. The Contractor shall provide all signs, equipment, lights, barricades, additional police, etc. necessary to properly guide traffic around the detoured area.

If required, the Contractor shall furnish and put in place sheeting and bracing. Sheeting and bracing shall be removed as the trench is backfilled unless the Department Representative directs that it be left in place.

The Contractor shall take care to protect trees and shrubs during construction. No cutting or trimming shall be performed without consulting the Department representative.

**3.2.1.A Rock Removal (NOTE: ROCK REMOVAL IS UNCLASSIFIED. NO ADDITIONAL PAYMENT WILL BE MADE FOR ROCK REMOVAL, INCLUDING ANY AND ALL REQUIRED BACKFILL AND ANY AND ALL TYPES OF RESTORATION)**

## **PART 1 - GENERAL**

### **1.1 RELATED DOCUMENTS**

A. Drawings and general provisions of Contract apply to this Section.

### **1.2 WORK INCLUDED**

A. Use of explosives to assist rock removal. NOTE: ROCK REMOVAL IS UNCLASSIFIED. NO ADDITIONAL PAYMENT WILL BE MADE FOR ROCK REMOVAL, INCLUDING ANY AND ALL REQUIRED BACKFILL AND ANY AND ALL TYPES OF RESTORATION.

### **1.3 QUALITY ASSURANCE**

A. Contractor: Contractor shall have five years documented experience with the use of explosives for disintegration of subsurface rock.

1. Blaster shall be licensed in accordance with all applicable Federal, State and/or local laws ordinances and regulations.

### **1.4 REGULATORY REQUIREMENTS**

A. Conform to applicable Federal, State and local laws, ordinances and regulations for explosive disintegration of rock.

### **1.5 REFERENCES**

A. NFPA - 495 - Code for the Manufacturer, Transportation, Storage, and Use of Explosive Materials.

B. PA Code – Chapter 211 – Storage, Handling and Use of Explosives.

## **PART 2 - PRODUCTS**

## 2.1 MATERIALS

A. Explosives: Type recommended by explosives firm and required by authorities having jurisdiction.

B. Delay Devices: Type recommended by explosives firm.

C. Blasting Mat Materials: Type recommended by explosives firm.

## 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 condition.

### 3.2 ROCK REMOVAL -MECHANICAL METHOD

A. Excavate for and remove rock by the mechanical method.

B. Cut away rock at excavation bottom to form level bearing.

C. Remove shaled layers to provide sound and unshattered base for footings, slabs and embankments.

D. In utility trenches, excavate to 6 inches below required depth of bottom-of-pipe and 18 inches wider than pipe diameter.

E. Remove excess or unsuitable materials from site.

F. Correct unauthorized rock removal in accordance with backfilling and compaction requirements of Sections 3.2.1 and 3.2.6.

### 3.3 ROCK REMOVAL - EXPLOSIVES METHODS

A. If rock is uncovered requiring the explosives method for rock disintegration, notify the Borough of Chambersburg Gas Department and execute as follows:

1. Apply for and obtain DEP Blasting Activity Permit and any other permits that may be required. Comply to all guidelines, conditions and requirements of permits.

a. Make determination if blasting activity qualifies for "Permit-by-Rule".

b. Submit to the Borough of Chambersburg Gas Department blasting permit or permit-by-rule notification prior to blasting.

2. Advise owners of adjacent buildings or structures in writing and conduct pre-blast survey of wells and structures on adjacent properties, as applicable.

3. Provide Seismographic monitoring during progress of blasting operations and comply with regulations of the Pennsylvania Department of Environmental Protection and Chambersburg Borough requirements.

4. Disintegrate rock and remove from excavation.

a. Conduct blasting operations to avoid injury to persons and property.

b. Use explosive quantity and strength required to break rock approximately to intended lines and grades and yet leave rock in unshattered condition.

c. Cover rock with mats, where required.

d. Issue sufficient warning to all persons prior to detonating a charge.

e. Store caps and exploders separately from explosives.

f. Remove all explosives from site at completion of blasting operations.

5. Provide copies of daily blasting Records as prescribed in Chapter 211 "Storage, Handling and Use of Explosives", Section 211.133 of the Pennsylvania Department of Environmental Protection regulations.

6. Repair any damage to structures, walls, etc. resulting from blasting activities to the satisfaction of property owner(s).

7. Remove and repair any damage that may have occurred to adjacent roadway areas in accordance with the contract drawings. These repairs shall be made at no additional cost to the Borough of Chambersburg Gas Department.

B. Contractor fully responsible for all rock removal methods and materials. The Borough of Chambersburg Gas Department assumes no responsibility for rock removal methods and materials selected and utilized by the Contractor.

### 3.4 FIELD QUALITY CONTROL

A. Provide for visual inspection of bearing surfaces and cavities formed by removed rock.

#### 3.2.2. *Plastic Fusion and Electrofusion*

As per 49 CFR 192 Subpart F, Chambersburg Gas Department requires that any person performing plastic fusion, or electrofusion, must be qualified to the pipe manufacturer's fusion procedures. The Department also accepts qualification from the Energy Association of Pennsylvania, Bowman Consulting or proof of PHMSA-compliant qualification from another operator for specific methods of plastic joining. Only those personnel who are appropriately qualified will be allowed to fuse pipe on this project.

The Contractor shall be responsible for supplying the qualified personnel and the necessary proof of said personnel's qualification prior to performing any fusion.

The Chambersburg Gas Department may suspend an individual's qualification to perform plastic joining on the project if the individual is observed not following acceptable practice as determined by Chambersburg or if examination of that individual's work reveals unacceptable characteristics. The Contractor shall be responsible for obtaining another qualified replacement.

At the discretion of Chambersburg, Electrofusion or butt fused joints on this project may be required to undergo inspection or testing. Any joint that is rejected shall be properly and promptly repaired or removed at the contractor's expense.

#### 3.2.3. *Welding*

Not Applicable for this project.

#### 3.2.4. *Cathodic Protection (CP) Requirements*

Metallic compression couplings, used to tie-in PE to existing steel pipe, shall be electrically bonded (i.e. Cadweld) to the steel pipe, with proper attachment of copper 10-gauge coated wire to the coupling. This bonding must be checked for electrical connection prior to coating/wrapping the coupling. (The existing steel pipe in the steel-to-PE tie-ins is currently protected by an impressed-current system. Proper bonding will also protect the coupling.) The Contractor is responsible for bonding materials, such as Cadweld. Prior to bonding, the atmosphere in the bonding area must be found free of potentially ignitable concentrations of natural gas or other fire hazards. Note: Locator wire must not be electrically-connected to cathodically-protected pipe or fittings, nor installed in such a way as to cause a short, induction of current, or interference to the cathodic-protection current.

### *3.2.5. Lowering Pipe in Trench*

Prior to lowering the pipe into the ditch, the trench shall be inspected to ensure there are no debris or trash on the trench bottom. A 6" cushion of PA#10 stone dust shall be placed on the bottom of the trench and spread so that it is approximately contoured to the bottom of the pipe. After lowering, the bottom of the pipe should rest evenly on the bedding, and the sides of the pipe should be a minimum 6" from the sides of the trench walls.

Pipe shall be carefully lowered into the ditch. The pipe shall be kept from scraping against cut paving or sharp rocks along the trench sides. No potentially harmful objects shall be allowed in contact with the pipe in burial. This includes rocks or other solid materials which could harmfully impinge upon, abrade, puncture, gauge, or point load the pipe wall or other system components.

No PE pipe may be installed that: Has been compromised by cuts, gauges, scrapes, or thermal damage, that results in a reduced wall thickness of 10% or greater; Nor pipe compromised by extreme flexion, abrasion, chemical damage, or environmental damage from excessive exposure to Ultra-violet radiation. The Contractor is responsible for the cost of replacing any damaged pipe.

If squeeze-off of PE is necessitated, the center area of the squeeze-off shall be wrapped with several layers of black electrical tape to indicate that it has been squeezed. Squeezed pipe should be re-rounded as needed to provide appropriate operational flow.

Foreign materials such as dirt and water shall be prevented from entering the pipe at all times. The ends of pipe shall be securely plugged when work is not in progress, during breaks, overnight, etc. to prevent trench water, earth, or other substances from entering the pipes or fittings.

The contractor will be responsible for ensuring the completed pipe is clear of obstructions, pipe shavings, tools, rags, dirt, dust, rust, mud, water, animal or plant materials, or contaminants (any other material than distribution-quality natural gas, after purging). Costs associated with any damages, and subsequent repair of the same, to the gas system, customer facilities, or harmful detriment to gas quality shall be the responsibility of the contractor, should that damage be found to be caused by any of the material aforementioned.

### *3.2.6. Backfill and Compaction*

After the pipe has been lowered into the ditch, #10 stone dust padding will be placed around and above the pipe so that the pipe is completely embedded in a minimum 6" of #10 stone dust.

2RC stone shall be used in paved areas to backfill the remainder of the trench. In grass areas clean fill or 2RC may be used with the final six inches backfilled with clean fill. The unacceptable material shall be removed and properly disposed of by the Contractor.

No rocks larger than 4-inches, trash, or welding rods shall be allowed in the backfill material.

Backfill material shall be placed in the ditch and compacted in 6" lifts with mechanical compactors. The Contractor shall be responsible for repairing any trench settlement due to poor compaction.

Yellow polyethylene caution tape shall be installed during backfilling operations about 12" below grade, centered over the pipe. The tape shall be provided by the Contractor.

For plastic pipe, copper 10-gauge coated locator/tracer wire shall be placed directly over the pipe at a distance of 6 inches. Tracer wire contact with the pipe should be minimized. Wrapping the wire around the pipe is prohibited. Tracer/Locator wire connections and terminations shall be wrapped with electrical tape. Bare wire should be minimized, especially when bonded to impressed-current-protected steel pipe, to prevent shorting. Copper 10-gauge coated locator/tracer wire, connectors, and electrical tape, shall be provided by the Contractor. Locator wire shall be brought to the surface via all valve boxes, with 18-20 inches available to connect location devices. (See Drawing) Note: Locator wire must not be electrically-connected to cathodically-protected pipe or fittings, nor installed in such a way as to cause a short, induction of current, or interference to the cathodic-protection current.

Backfill operations shall closely follow behind excavation and pipe installation in order to minimize the amount of trench left open.

The trench shall be left level with the final grade and in a neat condition until the final restoration is completed. Where work is performed in the street, the pavement shall be swept clean at the end of each day. Off the street, the backfilled area shall be raked out level with grade.

For both paved and unpaved areas, the Contractor will ensure that pipe installation, backfill, compaction and restoration is performed in compliance with applicable local requirements and identified future pavement grade considerations.

Final restoration, whether paving or loam and seed, shall be performed by the Contractor within a reasonable period after backfill operations. Project location will dictate how quickly restoration must take place, as high traffic areas may require immediate restoration. The Contractor is responsible for maintaining the work area in a neat and clean condition until final restoration is completed.

Final restoration, in grassy areas, means that the area was leveled, smoothed, seeded and mulched, with appropriate effective erosion control in place, and grass is established. In paved areas, final restoration means that local government and/or State government requirements have been fulfilled.

### **3.3. Pigging (If applicable)**

Not Applicable for this project.

### **3.4. Pressure Test**

The new line shall be subjected to an air, nitrogen or hydrostatic pressure test to verify that the line is leaktight and to establish the maximum allowable operating pressure (MAOP).

*Intermediate Pressure, Steel or Plastic: Test to a minimum of 90 psig (95PSIG-100PSIG is recommended, to ensure required test pressure after temperature pressure drop during test.), and maintain at or above test pressure for a minimum of 8 hours. (No additional test media to be introduced during the test.)*



The Department representative shall witness the test, and the Contractor shall provide the Department with a chart showing the pressure and temperature recorded over the test period as documentation of a successful test. The contractor shall also provide documentation certifying that the recording instrument has been calibrated within the previous 6 months.

If the pressure in the line does not hold, the line must be blown down and any leaks repaired. The line must then be completely retested until a successful test is completed and accepted by the Department representative.

The safe testing and disposal of any test medium (i.e. water) removed from the pipe are the responsibility of the contractor. If evacuation of nearby structures is required during the test, or the blowing down of the test could cause public concern, the contractor will coordinate public notice and procedures with the Borough.

### **3.5. Tie-in, Gassing, and Purging Procedures**

After the pressure test has been successfully completed, preparations shall be made to tie-in and gas the main. It is prudent to notify the gas service department and the police and fire departments prior to purging a main in populated areas due to the possibility of leak calls. There shall be a crew at both the purge and vent ends to control the purge, and the crews shall be in communication with radios.

The purging procedure will be established as safe design requires. The vent assembly will consist of a 4" vent stack which will project the purged air and gas up into the atmosphere. The vent should be properly grounded to prevent static buildup.

When ready, the valve shall be opened enough to maintain a pressure of 0.5 psig on the gauge attached on the downstream side of the valve. The gas will push the air through the main and out the vent. A technician monitoring the vent outlet shall verify that the air is purged out of the main when the CGI reads 100%. The valve at the vent end of the line can then be shut off, and the vent stack removed and the line capped. The main can then be loaded to line pressure. The laterals can now be purged using tap tees, and the lateral valves shall be left open. This completes the purging operation.

Note: All tie-in joining, fusion or mechanical, shall be leak tested at operating pressure by soap solution, i.e. leak-see, etc. The joints must not show any leakage (bubbles). The soap solution test must be observed to be leak free for at least ten minutes at operating pressure.

Chambersburg Gas Department requires that any person performing tie-in and purging activities (including operating squeeze-offs & valves, welding, plastic fusion/electrofusion, coupler installation, monitoring pressure and operating the CGI) be Qualified under the requirements of 49 CFR 192 Subpart N. Only those personnel who are appropriately qualified will be allowed to perform covered tasks, under the rule, on this project.

The Contractor shall be responsible for supplying the qualified personnel and the necessary proof of said personnel's qualification prior to performing such activities. The Contractor is responsible for safe, effective and efficient purging operations.

The Chambersburg Gas Department may suspend an individual's qualification to perform Covered Tasks on the project if the individual is observed not following acceptable practice or if examination of that individual's work reveals unacceptable characteristics.

## **4. CONTRACTOR REQUIREMENTS**

### **4.1. General**

The Borough shall provide an Inspector, at the Borough's cost, who will examine the work and coordinate operations between the Contractor and the Borough. The Borough maintains the right to accept or reject any materials, personnel, or work to protect the integrity of its pipeline system. Any work not performed in accordance with these specifications will not be accepted until corrected by the Contractor to the satisfaction of the Borough representative.

### **4.2. References**

The Contractor or Subcontractor who performs this work shall be required to provide the Borough with at least three references from natural gas utilities or pipeline companies with contact information with their bid package. These references shall verify that the Contractor has successfully performed similar projects involving natural gas pipeline installation. See also 3.2.1.A Rock Removal, for additional experience criteria in blasting operations.

### **4.3 Drug Testing Requirements**

The Contractor must have a PHMSA-compliant program and shall provide the Borough with a copy of its drug and alcohol testing policy. The Contractor shall allow the Borough or the DOT access to such records at any reasonable time requested as may be required to assure that the Borough maintains compliance with 49 CFR Parts 40 and 199. The Contractor is responsible for the compliance of any Subcontractors that the Contractor may utilize.

### **4.4 Operator Qualification (OQ) Plan**

The Contractor shall provide the Borough with a copy of its Operator Qualification Plan. The Contractor shall allow the Borough or the DOT access to such records at any reasonable time requested as may be required to assure that the Borough maintains compliance with 49 CFR 192 Subpart N *Qualification of Pipeline Personnel*. The Contractor is responsible for the compliance of any Subcontractors that the Contractor may utilize.

It is important to note that all PHMSA-covered tasks must be performed only by Operator-Qualified individuals, or those DIRECTLY OBSERVED by Qualified Individuals.

# Chambersburg Natural Gas Pipeline Extension, Phase 2 - Southwest Area Gas Main Extension

## 5. DRAWINGS

### 1-2) COMPONENT DESCRIPTIONS

3) Component Overview, Items 1-3 Map

4) Valve & Valve Box Typical – Drawing

5) Chambersburg Trench and Back Fill Specifications

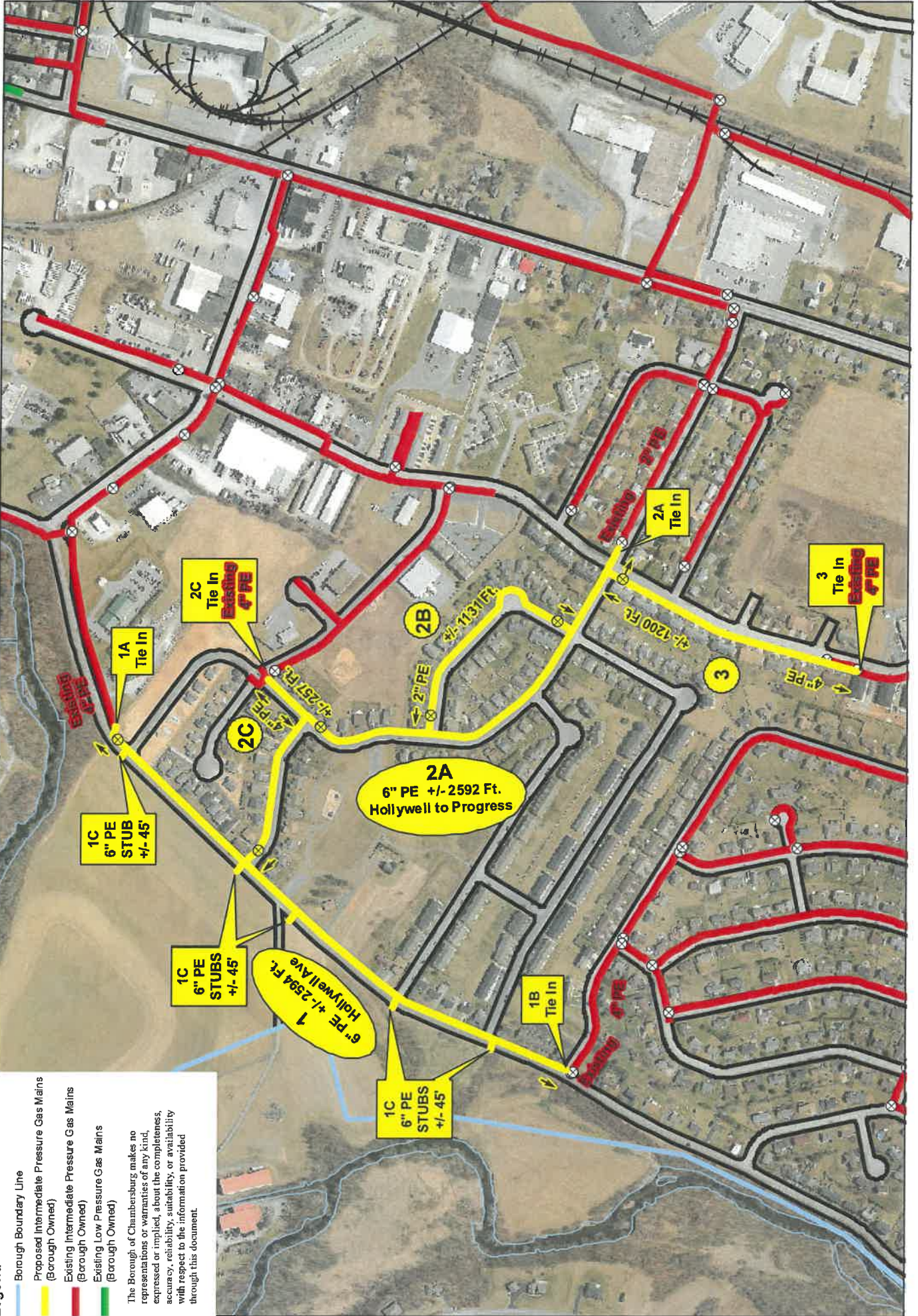
**Chambersburg Natural Gas Pipeline Extension, Phase 2 – Southwest Area Gas Main Extension – COMPONENT DESCRIPTIONS (05/07/2020) Note: Please see contract for specific requirements such as locator wire, warning tape, pressure testing, etc.**

**Southwest Area Gas Main Extension – Please bid as three separate items**

- 1) **Hollywell Avenue Gas Main Extension** – Installation of approximately 2819 feet of 6 inch PE medium-density polyethylene pipeline (with locator wire & warning tape), approximately 20 feet of 4-inch PE pipe, and related fittings, to operate at 55PSIG MAOP (Pressure tested above 90PSIG for 8 hours minimum, as specified in contract.). The pipe route is within the Chambersburg street right-of-way, mainly in the grassy area next to the paved road. All valves shall have a valve box with locator wire access. This section will include two (2) tie in locations and three stubs westward across Hollywell Avenue.
  - A) North Tie In – Tie in to existing 4-inch PE with a short section of 4-inch PE, a 4-inch PE valve, and 6x4 reducer. This tie in will require squeeze-off of the existing 4-inch PE main.
  - B) South Tie In - Tie in to existing 4-inch PE main with a short section of 4-inch PE, a 4-inch PE 90° ell, and a 6x4 reducer. There is a control valve on the existing main close to the location of the tie in.
  - C) Five 6-inch PE stubs across Hollywell Avenue, which will each require approximately 45 feet of pipe, a purging tap, and end cap. These will be installed with 6x6x6 PE tees from the new main on Hollywell Avenue.
  
- 2) **Eisenhower Drive & Lantern Lane Gas Main Extension** – Installation of PE medium-density polyethylene pipeline (with locator wire & warning tape), and related fittings (i.e., two 6x6x2 tees, a 6x6x4 tee, a 4-inch valve, two 2-inch PE valves, other fittings and couplings, as required), to operate at 55PSIG MAOP (Pressure tested above 90PSIG for 8 hours minimum, as specified in contract.). The pipe route is within the Chambersburg street right-of-way. All valves shall have a valve box with locator wire access. This includes installation of:
  - A) Eisenhower Drive & Park View Drive - Approximately 2592 feet of 6-inch PE with a tie-in to existing 2-inch main to the southeast (PE main with a nearby control valve), and tie in to the new 6-inch PE main on Hollywell Avenue at the Park View intersection.
  - B) Lantern Lane - Approximately 1131 feet of 2-inch PE with two tie-ins to the new 6-inch PE on Eisenhower Drive
  - C) Eisenhower Drive short section - Approximately 257 feet of 4-inch PE, connected to the new Eisenhower 6-inch PE, with a tie in to existing 4-inch PE main on Benedict Avenue. The Benedict tie in will be made with a 4x4x4 PE tee installed in the existing main.

- 3) Progress Road Gas Main Extension from Eisenhower Drive Southward** – Installation of approximately 1200 feet of 4-inch PE medium-density polyethylene pipeline, as new gas main, on the western side of progress road, from a tee in the proposed 4-inch main (2A) on Eisenhower Drive southward to tie in to existing 4-inch PE gas main on Progress Road. Install a 4-inch PE valve within 10 feet southward of the tee. The tie in to existing 4-inch PE main will require squeeze-off of the main, which normally operates at approximately 50PSI. New main to be installed with locator wire & warning tape, to operate at 55PSIG MAOP (Pressure tested above 90PSIG for 8 hours minimum, as specified in contract.). The pipe route is within the Chambersburg street right-of-way, mainly in the grassy area next to the paved road. All valves shall have a valve box with locator wire access.

# CHAMBERSBURG GAS DEPARTMENT GAS SYSTEM SOUTHWEST PROJECT - 2020

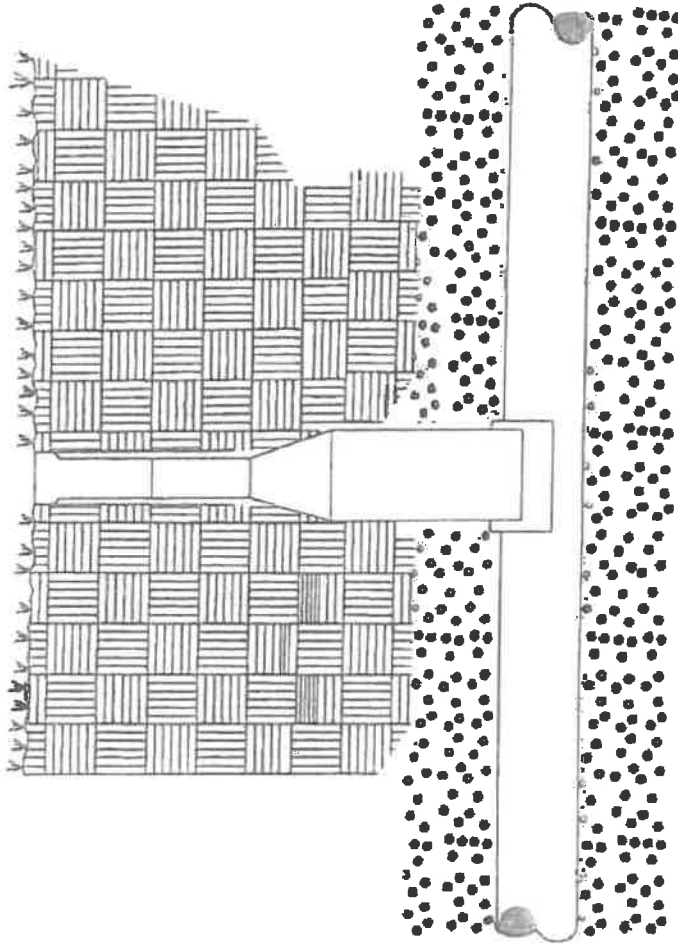


**Legend**

- Borough Boundary Line
- Proposed Intermediate Pressure Gas Mains (Borough Owned)
- Existing Intermediate Pressure Gas Mains (Borough Owned)
- Existing Low Pressure Gas Mains (Borough Owned)

The Borough of Chambersburg makes no representations or warranties of any kind, expressed or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to the information provided through this document.





**NOTE:**

BRING LOCATOR WIRE TO SURFACE, VIA THE VALVE BOX, WITH 18 - 20 INCHES AVAILABLE FOR ATTACHING LOCATION TRANSMITTER.

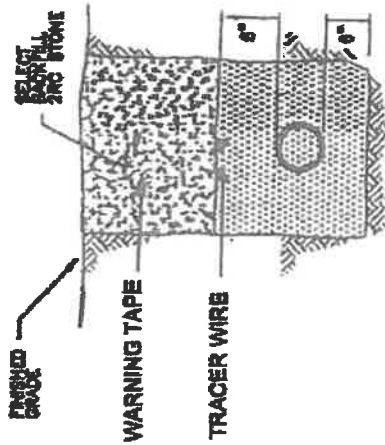
**PE VALVE and VALVE BOX**

**NOT TO SCALE**

**Valve & Valve Box Typical – Drawing**

# Borough of Chambersburg Gas Dept.

## TYPICAL UTILITY TRENCH UNPAVED, LIGHT TRAFFIC



- a) Gas line shall be a minimum of twenty four (24) inches from final grade.
  - b) Gas line must have a minimum clearance of eighteen (18) inches from other facilities.
  - c) Gas line must have a minimum stone dust (PA #10) bedding of 5 inches.
  - d) Gas line must have a minimum cover of six (6) inches of stone dust.
  - e) Tracer wire shall be installed 6 inches on top of the gas service of main.
  - f) Warning tape (Caution Gas Pipe - Yellow 5") shall be installed twelve (12) inches from final grade.
  - g) Excavation of gas utility ditch must be a minimum of eighteen (18) inches wide.
  - h) The embankment shall provide the utility ditch, bedding, backfilling, and ditch compaction (every six (6) inches) to be coordinated with the gas installation.
- For paved areas, minimum depth must be 36".
  - For non-paved areas, ditch may be filled with clean material. For paved areas, the ditch must be brought to grade with 3/4".

These represent the minimum bedding and backfilling requirements for gas line installation and are subject to change based on project design.



## **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

During the term of the Contract, the Applicant (known herein as “Grantee”), sub-grantee, contractors, sub-contractors and professional service providers, agrees as follows:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- B. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- C. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
- D. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- E. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

- F. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
  
- G. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
  
- H. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

---

Name of Bidder, Corporation, Firm or Individual

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

---

Please Print Signature

---

Title

---

Business Address of Bidder

---

Phone #

## BIDDER AFFIDAVIT

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

The undersigned bidder hereby represents as follows:

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

\_\_\_\_\_  
Name of Bidder, Corporation, Firm or Individual

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

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

\_\_\_\_\_  
Title

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

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

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

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



NON-COLLUSION AFFIDAVIT 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: CHAMBERSBURG NATURAL GAS PIPELINE EXTENSION,  
PHASE 2 - SOUTHWEST AREA GAS MAIN EXTENSION**

## **ARTICLE 1 - BID RECIPIENT**

1. This Bid is submitted to:

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

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

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

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

## **ARTICLE 3 - BIDDER'S REPRESENTATIONS**

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

- A. examined and carefully studied the Bidding Documents, including any Addenda, and the related data identified in the Bidding Documents;
- B. 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 perform the Work as noted below in accordance with the Bidding and Contract Documents (indicate quantity where none is currently given) at the following FIRM prices:

Items	Description	Total (in Dollars)
1	Hollywell Avenue Gas Main Extension	\$
2	Eisenhower Drive & Lantern Lane Gas Main Extension	\$
3	Progress Road Gas Main Extension from Eisenhower Drive Southward	\$

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

**ARTICLE 5 — TIME OF COMPLETION**

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

**ARTICLE 6 - ATTACHMENTS TO THIS BID**

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

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

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

**Chambersburg Natural Gas Pipeline Extension,  
Phase 2 – Southwest Area Gas Main Extension**

Bid Date:

Project Identification:

Gas Customer Expansion Project

Contract Number and  
Identification:

BOND

Date:

Amount:

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

3.2 All Bids are rejected by Owner, or

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

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

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

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

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

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

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

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

**(If Bidder is an Individual)**

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

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

Trading and doing business as:

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

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

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

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
Address of Partnership

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

\_\_\_\_\_  
Signature of Partner

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

\_\_\_\_\_  
Signature of Partner

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

\_\_\_\_\_  
Signature of Partner

**(If Bidder is a Corporation)**

Attest:

	_____ Name of Corporation
_____ Signature of Secretary or Assistant Secretary	_____ Address of Principal Office
(Corporate Seal)	_____ State of Incorporation
	_____ Signature of President or Vice President

Type or print name below each signature.

**(Corporation Surety)**

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

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

Type or print name below each signature.

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

**END OF PROPOSAL BOND**

## AGREEMENT

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

### WITNESSETH

**WHEREAS**, the Borough has authorized certain items of work in connection with Specifications and Contract Documents for "**Chambersburg Natural Gas Pipeline Extension, Phase 2 – Southwest Area Gas Main Extension**" (hereinafter the "Specifications"), as required, all in accordance with said Contract Documents as further defined below, attached hereto and made a part herein; and

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

**WHEREAS**, the Borough, after due consideration and appropriate action, has decided to award a contract to the Contractor for said Item(s) of work included in said bid (hereinafter the "Agreement").

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

**1. Recitals**

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

**2. Contract Documents**

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

The Contract Documents include the following documents issued under the title "**Chambersburg Natural Gas Pipeline Extension, Phase 2 – Southwest Area Gas Main Extension**": any and all Bidding Documents, including but not limited to Notice / Advertisement, General Terms and Conditions, Non-Discrimination Notice, Bidder Affidavit, Non-Collusion Affidavit, Proposal, Proposal Bond, Receipt of Confirmation of Bidding and Contract Documents (if applicable), any and all Addenda (if applicable), Receipt of Addenda (if applicable), the Contractor's Proposal, this Agreement, Performance Bond, Payment Bond, Specifications, Prevailing Wage Determination any required attachments or written amendment(s) and Notice(s) to Proceed (hereinafter the "Contract Documents"), which documents are incorporated into this Agreement by reference.

**3. Basis of Agreement**

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

#### **4. Scope of Work**

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

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

##### **5.2 Retainage**

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

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

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

5.2.4 After the Work is substantially complete, subsequent approved invoices shall be paid, by the Borough, subject to withholding, by the Borough, of an amount equal to one and one-half times the amount required to complete any uncompleted minor items or correct defective

work, provided there is no specific cause for greater withholding, as determined by the Borough in its sole and absolute discretion.

- 5.2.5 In the event that a dispute arises between the Borough and the Contractor, which dispute is based on increased costs incurred by Contractor occasioned by delays or other actions of a subcontractor, additional retainages in the sum of one and one-half times the amount of any possible liability may be withheld by the Borough in its sole and absolute discretion from the Contractor until such times as a final resolution is agreed to by all parties directly or indirectly involved, unless the Contractor causing the additional claim furnishes an additional Bond in a form, substance and amount satisfactory to the Borough to indemnify the Borough against the claim. Payment for work performed according to the particular list of work for each written Notice to Proceed shall be pursuant to this Paragraph 5 and Paragraph 6 below.

### 5.3 Final Payment.

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

#### 5.3.2 Application for Final Payment.

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

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

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

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

may furnish a bond or other collateral in a form, substance and amount satisfactory to the Borough to indemnify the Borough against any Lien.

### 5.3.3 Final Payment and Acceptance.

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

### 5.4 Interest.

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

## 6. Contract Times

6.1 Term. The term of this Agreement shall begin on the Effective Date until completion of project unless terminated or extended at the Borough's sole and absolute option as provided for herein.

6.2 Contract Times/Date of Completion Throughout the term of this Agreement: one hundred fifty (150) days from award of Contract to complete construction, sixty (60) days to restore roads and complete right of way restoration after construction. The Borough will provide written Notice(s) to Proceed to Contractor, which said Notice to Proceed shall include the following:

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

The Date of Completion shall be two hundred ten (210) days from the Date of Issuance of each Notice to Proceed.

6.3 Contractor Right to Request Extension. Within five (5) business days from the Date of Issuance of the Notice to Proceed, the Contractor may either accept the Work or request in writing for an extension of the deadline for completion. The Borough, in its sole and absolute discretion, shall respond to the written request within five (5) business days. If the Borough determines that a new Date of Completion is warranted based on the written request of Contractor, the Borough shall issue an Amended Notice to Proceed with an amended Date of Completion. In no event shall the Contractor be provided more than ninety (90) days to complete the work. The Borough may award and issue a Notice to Proceed for the particular list of work to the next lowest bidder who can meet the Date of Completion in the event the Borough and Contractor cannot agree on the Date of Completion.

6.4 Inspection of Work. Contractor, upon completion of the Work as included in the Notice to Proceed, shall schedule an inspection of each item of Work listed in the Notice to Proceed prior to the Date of Completion. In the event that any portion of the Work fails inspection, Contractor agrees to take any and all necessary and/or requested actions of the Borough to ensure that the Work passes inspection within five (5) business days from the date of the initial inspection of the Work.



6.5 Time is of the Essence. The time for completion of all work contemplated herein, including but not limited to the work to be completed in each written Notice to Proceed issued by the Borough is deemed to be of the essence and a material part of this Agreement.

6.6 Liquidated Damages. As set forth above in Paragraph 6.5 above, the Borough and Contractor recognize that time is deemed the essence of this Agreement and that the Borough will suffer financial loss if the Work to be Completed in each written Notice to Proceed is not completed by the Date of Completion as set forth in each written Notice to Proceed, plus any extensions thereof. The parties recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Borough if the Work in each written Notice to Proceed is not completed, which shall be defined as inspected and approved by the Borough according to the terms of this Agreement, by the Date of Completion as set forth each written Notice. Therefore, instead of requiring any such proof, the Borough and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the Borough One Thousand Dollars (\$1,000.00) for each calendar day that all the Work to be Completed in accordance with each respective written Notice to Proceed is not completed by the Date of Completion.

6.7 Additional Damages. In addition to the liquidated damages amount(s) specified above in Paragraph 6.6, Contractor also agrees to be fully responsible for and reimburse the Borough for all administrative, legal, engineering, construction, inspection costs, and/or any other costs associated with Contractor's failure to meet any of the Date of Completion as set forth in any and all of the written Notice to Proceed of the Borough as set forth herein.

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

## **7. Change Orders**

7.1 Any alteration, modification, or deviation from the Contract Price, which shall include the moneys payable by the Borough to the Contractor for completion of the Work, materials in accordance with the Contract Documents, and/or Contract Times, which shall include the number of days or dates in the Contract Documents to achieve any and all milestones, Substantial Completion, and completion of the Work so that it is ready for final payment as further set forth in the Contract Documents and as further identified in Paragraph 6, must be carried out upon written Change Order signed and dated by both the Borough and the Contractor unless otherwise provided for within this Paragraph 7. Change Orders, when signed and executed by the Contractor and the Borough, shall be made part of this Contract. This written authorization must be provided prior to the commencement of any Additional or Extra Work.

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

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

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

7.4 The Borough Manager, or designee, has the authority to approve all Field Change Orders, which are necessary for the completion of the Contract and do not exceed ten percent (10%) of the Proposal price. All other Change Orders are deemed Major Change Orders and shall only be approved by Town Council. The Borough Manager shall make the determination of what is a Field Change Order or Major Change Order.

7.5 Contractor shall not be entitled to an increase in the Contract Price or an extension of Contract Times with respect to any work performed that is not required by the Contract Documents except in the case of an emergency, as further discussed in Paragraph 7.9 below.

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

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

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

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

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

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

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

- 8.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Contract Documents including any applicable "technical data".
- 8.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.
- 8.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the Work.
- 8.4 Contractor is aware of the general nature of work to be performed by the Borough and others at the site that relates to the Work as indicated in the Contract Documents.
- 8.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 8.6 Contractor has given the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, prior to executing this Agreement, and the written resolution thereof by the Borough is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 8.7 Contractor acknowledges the Borough may apply for other funding assistance for the Work and if such funding is awarded, Contractor and/or subcontractors may be required to submit additional information or documentation, and contractor and/or subcontractors may be required to adhere to additional criteria necessary to satisfy additional funding requirements.
- 8.8 Contractor is authorized to do business in Pennsylvania and that the person signing on behalf of the Contractor is authorized to bind Contractor to the terms and conditions set forth herein.

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

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

## **10. Existing Utilities**

Contractor shall comply with federal, state, and local regulations relating to the requirement to notify utility companies, including any utility owned and operated by the Borough, prior to performing work that has

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

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

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

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

### **11.3 Correction Period**

11.3.1 If within one (1) year after the date of completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents), which shall be evidenced by final payment under Paragraph 5.3 for each Written Notice to Proceed, or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by the Borough is found to be defective, Contractor shall promptly, without cost to the Borough and in accordance with the Borough' written instructions:

11.3.1.1 repair such defective land or areas; or

11.3.1.2 correct such defective Work; or

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

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

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

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

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

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

#### 11.4 Acceptance of Defective Work

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

#### 11.5 The Borough May Correct Defective Work

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

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

All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by the Borough in exercising the rights and remedies under this Paragraph 11 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the Borough shall be entitled to an appropriate decrease in the Contract Price. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

## **12. Force Majeure**

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

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

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

## **14. Entire Agreement**

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

## **15. Enforcement Costs / Mediation**

Before any litigation is brought pursuant to this Agreement, the parties hereto agree to submit any dispute between them to mediation. Such mediation shall be a condition precedent to either party instituting litigation unless a stay of an applicable statute of limitations or repose is necessary. Such mediation may be initiated by written request and will occur within thirty (30) days of such request. A mutually agreeable impartial mediator may be retained, if requested by either party, to assist in the mediation process. In the event the parties cannot agree to a mediator, the parties will continue to put forth names for a mutually agreeable time, after which litigation may be commenced in Franklin County Court of Common Pleas if a mediator is not agreed upon. In the event mediation does not result in the successful resolution of the dispute, either party may institute any and all actions necessary to protect their rights at law and/or equity in accordance with this Agreement.

## **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. 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.

## **18. Severability**

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

## **19. 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.

## **20. Interpretation**

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

## **21. 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.

## **22. 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.

### **23. Termination / Suspension**

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

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

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

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

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

### **24. Non-Discrimination**

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

### **25. 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.

### **26. 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.

**(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.

**ATTEST**

**BOROUGH OF CHAMBERSBURG**

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

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

**ATTEST:**

**CONTRACTOR**

\_\_\_\_\_

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

## PERFORMANCE BOND

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

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

### AGREEMENT

Amount:

Project Identification

**Chambersburg Natural Gas Pipeline Extension,  
Phase 2 – Southwest Area Gas Main Extension**

Contract Identification:

**Chambersburg Natural Gas Pipeline Extension,  
Phase 2 – Southwest Area Gas Main Extension**

### BOND

Date:

Amount:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the Performance of the Work as defined by the Agreement, which is incorporated herein by reference.
2. If the Contractor performs the Work, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety at its address described in Article 11 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Work. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Work, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor default; and
  - 3.2 The Owner has declared a Contractor default and formally terminated the Contractor's right to complete the Work. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Paragraph 3.1; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Agreement or to a contractor selected to perform the Work in accordance with the terms of the Agreement with the Owner.

4. When the Owner has satisfied the conditions of Article 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

- 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Work; or
- 4.2 Undertake to perform and complete the Work itself, through its agents or through independent contractors; or
- 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Work, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Work, and pay to the Owner the amount of damages as described in Article 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
  1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
  2. Deny liability in whole or in part and notify the Owner citing reasons therefore.

5. If the Surety does not proceed as provided in Article 4 within fifteen (15) business days of Owner's satisfaction of the conditions of Article 3, or within twenty-four (24) hours after notice, where notice states that immediate action by the Surety is necessary to safeguard life or property, the Surety shall be deemed to be in default on this Bond three (3) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Work, and if the Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Agreement, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Agreement. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Work, the Surety is obligated without duplication for:

- 6.1 The responsibilities of the Contractor for:
  1. Completion of the Work.
  2. Correction of defective work during the one-year Correction Period, as defined in Paragraph 11 of the Agreement. The one-year Correction Period shall be extended for one year from the completion of the correction of defective work.
- 6.2 Additional legal, design, professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Article 4; and
- 6.3 Liquidated damages, or at the option of the Owner, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Work, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. To the extent of payment to the Surety of the Balance of the Contract Price, the Surety shall defend, indemnify, and hold harmless the Owner from all claims, suits, causes of action, and demands (including all costs of litigation and reasonable attorney fees), which are brought against Owner by Contractor or by any other party and which arise from or by reason of payment to the Surety of the Balance of the Contract Price.

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

10. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working and within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Article are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the front page.

12. When this Bond has been furnished to Owner in compliance with the Public Works Contractor's Bond Law of 1967, 8 P.S. § 191 *et. seq.*, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

13. The law controlling the interpretation or enforcement of this Bond shall be Pennsylvania Law.

14. Definitions:

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Agreement after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Agreement.

14.2 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.

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

15. The Commonwealth of Pennsylvania, Department of Transportation, shall be an additional Obligee under this Bond and have all such rights and privileges as are held by the Borough of Chambersburg under this Bond, including the ability to declare a default and require performance of any obligation hereunder.

**(If Contractor is an Individual)**

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

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

Trading and doing business as:

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

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

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

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
Address of Partnership

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

\_\_\_\_\_  
Signature of Partner

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

\_\_\_\_\_  
Signature of Partner

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

\_\_\_\_\_  
Signature of Partner

**(If Contractor is a Corporation)**

ATTEST:

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

Type or print name below each signature.

**(Corporation Surety)**

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

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

Type or print name below each signature.

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

**PAYMENT BOND**

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

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

**AGREEMENT**

Amount:

Project Identification: **Chambersburg Natural Gas Pipeline Extension,  
Phase 2 – Southwest Area Gas Main Extension**

Contract Identification: **Chambersburg Natural Gas Pipeline Extension,  
Phase 2 – Southwest Area Gas Main Extension**

**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, Department of Transportation, shall be an additional Obligee under this Bond and have all such rights and privileges as are held by the Borough of Chambersburg under this Bond, including the ability to declare a default and require performance of any obligation hereunder.

**(If Contractor is an Individual)**

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

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

Trading and doing business as:

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

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

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

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
Address of Partnership

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

\_\_\_\_\_  
Signature of Partner

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

\_\_\_\_\_  
Signature of Partner

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

\_\_\_\_\_  
Signature of Partner

**(If Contractor is a Corporation)**

ATTEST:

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

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

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

(CORPORATE SEAL)

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

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

Type or print name below each signature.

**(Corporation Surety)**

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

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

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

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

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

Type or  
name below each signature.

print

**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**

**Request for Taxpayer  
 Identification Number and Certification**

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

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

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

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

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

<b>Social security number</b>	
-     -	
<b>or</b>	
<b>Employer identification number</b>	
-	

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

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**General Instructions**

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

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

**Purpose of Form**

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

- Form 1099-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-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

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

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

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

### Line 2

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

### Line 3

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

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

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

## Line 5

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

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

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

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

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

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

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

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

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

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

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

**Secure Your Tax Records From Identity Theft**

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

To reduce your risk:

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

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

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

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

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

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



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

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

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

## Privacy Act Notice

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

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

Project Name:	Installation of Gas Expansion
Awarding Agency:	Borough of Chambersburg
Contract Award Date:	6/18/2020
Serial Number:	20-03547
Project Classification:	Heavy/Highway
Determination Date:	5/19/2020
Assigned Field Office:	Harrisburg
Field Office Phone Number:	(717)787-4763
Toll Free Phone Number:	(800)932-0665
Project County:	Franklin County

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

<b>Project: 20-03547 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Asbestos & Insulation Workers	6/26/2017		\$32.00	\$26.51	\$58.51
Asbestos & Insulation Workers	7/2/2018		\$32.80	\$26.76	\$59.56
Asbestos & Insulation Workers	7/2/2019		\$33.80	\$27.26	\$61.06
Asbestos & Insulation Workers	7/2/2020		\$32.80	\$30.01	\$62.81
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2017		\$28.52	\$18.22	\$46.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2018		\$29.52	\$18.22	\$47.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	1/1/2019		\$29.26	\$18.48	\$47.74
Boilermakers	1/1/2018		\$46.26	\$33.36	\$79.62
Boilermakers	3/1/2018		\$45.89	\$33.73	\$79.62
Boilermakers	1/1/2019		\$45.51	\$34.11	\$79.62
Boilermakers	8/1/2019		\$47.21	\$34.11	\$81.32
Bricklayer (Pointer, Cleaner, Caulker, Cement Mason, Plasterer, Tile Setter)	5/1/2018		\$28.15	\$22.45	\$50.60
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2017		\$32.54	\$16.06	\$48.60
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2018		\$32.95	\$16.45	\$49.40
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2019		\$33.43	\$16.87	\$50.30
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/3/2020		\$33.99	\$17.31	\$51.30
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2021		\$34.62	\$17.78	\$52.40
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2018		\$28.51	\$15.27	\$43.78
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2019		\$29.11	\$15.92	\$45.03
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2020		\$29.93	\$16.39	\$46.32
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2021		\$30.77	\$16.89	\$47.66
Carpenters	6/1/2017		\$27.93	\$14.79	\$42.72
Cement Finishers	5/1/2017		\$27.20	\$22.45	\$49.65
Cement Masons	5/1/2019		\$29.05	\$22.50	\$51.55
Cement Masons	5/1/2020		\$29.85	\$22.70	\$52.55
Dockbuilder, Pile Drivers	1/1/2016		\$32.03	\$17.53	\$49.56
Drywall Finisher	5/1/2017		\$23.30	\$12.39	\$35.69
Drywall Finisher	5/1/2019		\$23.82	\$14.27	\$38.09
Drywall Finisher	5/1/2020		\$23.94	\$15.30	\$39.24
Electricians	6/1/2017		\$30.00	\$23.06	\$53.06
Electricians	6/1/2018		\$30.60	\$23.63	\$54.23
Electricians	6/1/2019	5/31/2020	\$31.60	\$24.37	\$55.97
Electricians	6/1/2020	5/31/2021	\$31.60	\$26.07	\$57.67
Electricians	6/1/2021		\$31.60	\$27.77	\$59.37
Elevator Constructor	1/1/2017		\$43.98	\$31.89	\$75.87
Elevator Constructor	1/1/2018		\$45.35	\$33.00	\$78.35

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

<b>Project: 20-03547 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Elevator Constructor	1/1/2020		\$48.33	\$39.11	\$87.44
Elevator Mechanic	1/1/2019		\$46.80	\$34.13	\$80.93
Glazier	5/1/2017		\$25.63	\$11.45	\$37.08
Glazier	5/1/2018		\$25.63	\$11.95	\$37.58
Glazier	5/1/2019		\$25.63	\$12.45	\$38.08
Glazier	5/1/2020		\$25.63	\$12.95	\$38.58
Glazier	5/1/2021		\$25.63	\$13.45	\$39.08
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	1/1/2017		\$30.02	\$29.42	\$59.44
Iron Workers	7/1/2019		\$32.76	\$29.88	\$62.64
Laborers (Class 01 - See notes)	1/1/2018		\$18.47	\$16.49	\$34.96
Laborers (Class 01 - See notes)	1/1/2019		\$19.47	\$17.29	\$36.76
Laborers (Class 01 - See notes)	1/1/2020		\$20.47	\$17.29	\$37.76
Laborers (Class 02 - See notes)	1/1/2018		\$18.62	\$16.49	\$35.11
Laborers (Class 02 - See notes)	1/1/2020		\$21.22	\$17.29	\$38.51
Laborers (Class 02 - see notes)	1/1/2019		\$20.22	\$17.29	\$37.51
Laborers (Class 03 - See notes)	1/1/2018		\$18.72	\$16.49	\$35.21
Laborers (Class 03 - See notes)	1/1/2019		\$20.32	\$17.29	\$37.61
Laborers (Class 03 - See notes)	1/1/2020		\$21.32	\$17.29	\$38.61
Laborers (Class 04 - See notes)	1/1/2018		\$17.47	\$16.49	\$33.96
Laborers (Class 04 - See notes)	1/1/2019		\$18.47	\$17.29	\$35.76
Laborers (Class 04 - See notes)	1/1/2020		\$19.47	\$17.29	\$36.76
Landscape Laborer (Skilled)	1/1/2018		\$21.01	\$15.31	\$36.32
Landscape Laborer (Skilled)	1/1/2020		\$21.64	\$16.98	\$38.62
Landscape Laborer (Tractor Operator)	1/1/2018		\$21.31	\$15.31	\$36.62
Landscape Laborer (Tractor Operator)	1/1/2020		\$21.94	\$16.98	\$38.92
Landscape Laborer	1/1/2018		\$20.59	\$15.31	\$35.90
Landscape Laborer	1/1/2020		\$21.22	\$16.98	\$38.20
Marble Mason	5/1/2017		\$29.27	\$15.62	\$44.89
Marble Mason	5/1/2018		\$29.88	\$16.01	\$45.89
Marble Mason	5/1/2019		\$30.46	\$16.43	\$46.89
Marble Mason	5/1/2020		\$31.02	\$16.87	\$47.89
Marble Mason	5/1/2021		\$31.55	\$17.34	\$48.89
Millwright	5/1/2017		\$33.79	\$18.16	\$51.95
Millwright	5/1/2018	4/30/2019	\$34.41	\$18.64	\$53.05
Millwright	5/1/2019	4/30/2020	\$35.30	\$18.90	\$54.20
Millwright	5/1/2020		\$36.04	\$19.31	\$55.35
Operators (Class 01 - see notes)	7/1/2017		\$30.17	\$17.42	\$47.59
Operators (Class 01 - see notes)	7/1/2018		\$30.72	\$18.12	\$48.84
Operators (Class 01 - see notes)	7/1/2019		\$31.27	\$18.82	\$50.09
Operators (Class 01 - see notes)	7/1/2020		\$31.87	\$19.57	\$51.44
Operators (Class 01 - see notes)	7/1/2021		\$32.47	\$20.32	\$52.79
Operators (Class 02 -see notes)	7/1/2017		\$26.45	\$17.42	\$43.87
Operators (Class 02 -see notes)	7/1/2018		\$26.75	\$18.12	\$44.87
Operators (Class 02 -see notes)	7/1/2019		\$27.05	\$18.82	\$45.87

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

<b>Project: 20-03547 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Operators (Class 02 -see notes)	7/1/2020		\$27.45	\$19.57	\$47.02
Operators (Class 02 -see notes)	7/1/2021		\$27.85	\$20.32	\$48.17
Operators (Class 03 - See notes)	7/1/2017		\$25.30	\$17.42	\$42.72
Operators (Class 03 - See notes)	7/1/2018		\$25.50	\$18.12	\$43.62
Operators (Class 03 - See notes)	7/1/2019		\$25.70	\$18.82	\$44.52
Operators (Class 03 - See notes)	7/1/2020		\$26.00	\$19.57	\$45.57
Operators (Class 03 - See notes)	7/1/2021		\$26.30	\$20.32	\$46.62
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2016		\$23.65	\$16.77	\$40.42
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2016		\$22.65	\$16.77	\$39.42
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2016		\$22.20	\$16.77	\$38.97
Painters Class 1 (see notes)	5/1/2017		\$23.47	\$13.32	\$36.79
Painters Class 1 (see notes)	5/1/2018		\$23.92	\$14.37	\$38.29
Painters Class 1 (see notes)	5/1/2019		\$24.57	\$15.22	\$39.79
Painters Class 1 (see notes)	5/1/2020		\$25.30	\$15.99	\$41.29
Painters Class 2 (see notes)	5/1/2017		\$25.60	\$13.32	\$38.92
Painters Class 2 (see notes)	5/1/2018		\$26.05	\$14.37	\$40.42
Painters Class 2 (see notes)	5/1/2019		\$26.70	\$15.22	\$41.92
Painters Class 2 (see notes)	5/1/2020		\$27.43	\$15.99	\$43.42
Painters Class 3 (see notes)	5/1/2017		\$31.35	\$13.32	\$44.67
Painters Class 3 (see notes)	5/1/2018		\$31.80	\$14.37	\$46.17
Painters Class 3 (see notes)	5/1/2020		\$33.18	\$15.99	\$49.17
Pile Driver Divers (Building, Heavy, Highway)	1/1/2018		\$50.33	\$18.55	\$68.88
Pile Driver Divers (Building, Heavy, Highway)	1/1/2019		\$51.45	\$19.30	\$70.75
Pile Driver Divers (Building, Heavy, Highway)	1/1/2020		\$53.10	\$19.70	\$72.80
Pile Driver Divers (Building, Heavy, Highway)	1/1/2021		\$54.75	\$20.10	\$74.85
Pile Driver Divers (Building, Heavy, Highway)	1/1/2022		\$56.40	\$20.50	\$76.90
Piledrivers	1/1/2018		\$33.55	\$18.55	\$52.10
Piledrivers	1/1/2019		\$34.30	\$19.30	\$53.60
Piledrivers	1/1/2020		\$35.40	\$19.70	\$55.10
Piledrivers	1/1/2021		\$36.50	\$20.10	\$56.60
Piledrivers	1/1/2022		\$37.60	\$20.50	\$58.10
Plasterers (Use Cement Finisher Rates)	5/1/2018		\$25.88	\$20.58	\$46.46
Plasterers	5/1/2017		\$25.03	\$20.58	\$45.61
Plasterers	5/1/2019		\$26.73	\$20.63	\$47.36
Plasterers	5/1/2020		\$27.48	\$20.83	\$48.31
Plumber/Pipefitter	5/1/2016		\$35.22	\$23.61	\$58.83
Plumber/Pipefitter	5/1/2017		\$35.82	\$24.51	\$60.33
Plumber/Pipefitter	5/1/2018		\$36.87	\$25.26	\$62.13
Plumber/Pipefitter	5/1/2019		\$37.52	\$26.41	\$63.93
Plumber/Pipefitter	5/1/2020		\$37.52	\$28.21	\$65.73
Roofers (Composition)	5/1/2017		\$36.15	\$30.22	\$66.37
Roofers (Composition)	5/1/2018		\$37.15	\$31.27	\$68.42

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

<b>Project: 20-03547 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Roofers (Composition)	5/1/2019		\$38.35	\$31.80	\$70.15
Roofers (Composition)	5/1/2020		\$39.50	\$32.30	\$71.80
Roofers (Shingle)	5/1/2016		\$25.70	\$19.17	\$44.87
Roofers (Shingle)	5/1/2019		\$28.50	\$20.87	\$49.37
Roofers (Shingle)	5/1/2020		\$29.50	\$21.25	\$50.75
Roofers (Slate & Tile)	5/1/2016		\$28.70	\$19.17	\$47.87
Roofers (Slate & Tile)	5/1/2018		\$30.50	\$20.37	\$50.87
Roofers (Slate & Tile)	5/1/2019		\$31.50	\$20.87	\$52.37
Roofers (Slate & Tile)	5/1/2020		\$32.50	\$21.25	\$53.75
Sheet Metal Workers	6/1/2016		\$33.60	\$33.43	\$67.03
Sheet Metal Workers	6/1/2017		\$33.98	\$35.40	\$69.38
Sheet Metal Workers	6/1/2018		\$34.78	\$36.45	\$71.23
Sheet Metal Workers	6/1/2019		\$36.08	\$37.65	\$73.73
Sheet Metal Workers	6/1/2020		\$36.08	\$40.15	\$76.23
Sheet Metal Workers	6/1/2021		\$36.08	\$42.65	\$78.73
Sprinklerfitters	4/1/2017		\$37.40	\$21.74	\$59.14
Sprinklerfitters	4/1/2018		\$38.80	\$22.74	\$61.54
Terrazzo Finisher	5/1/2017		\$31.64	\$15.62	\$47.26
Terrazzo Finisher	5/1/2018		\$32.35	\$15.91	\$48.26
Terrazzo Finisher	5/1/2019		\$33.04	\$16.22	\$49.26
Terrazzo Finisher	5/1/2020		\$32.26	\$18.48	\$50.74
Terrazzo Grinder	5/1/2020		\$32.95	\$18.48	\$51.43
Terrazzo Mechanics	5/1/2020		\$32.91	\$20.11	\$53.02
Terrazzo Setter	5/1/2017		\$30.63	\$18.85	\$49.48
Terrazzo Setter	5/1/2018		\$31.23	\$19.25	\$50.48
Terrazzo Setter	5/1/2019		\$31.81	\$19.67	\$51.48
Tile & Marble Finisher	5/1/2017		\$26.89	\$13.86	\$40.75
Tile & Marble Finisher	5/1/2018		\$27.60	\$14.15	\$41.75
Tile & Marble Finisher	5/1/2019		\$28.29	\$14.46	\$42.75
Tile & Marble Finisher	5/1/2020		\$29.00	\$14.75	\$43.75
Tile & Marble Finisher	5/1/2020		\$28.96	\$14.79	\$43.75
Tile & Marble Finisher	5/1/2021		\$29.61	\$15.14	\$44.75
Tile Setter	5/1/2017		\$29.27	\$15.62	\$44.89
Tile Setter	5/1/2018		\$29.88	\$16.01	\$45.89
Tile Setter	5/1/2019		\$30.46	\$16.43	\$46.89
Tile Setter	5/1/2020		\$31.02	\$16.87	\$47.89
Tile Setter	5/1/2020		\$31.02	\$16.87	\$47.89
Tile Setter	5/1/2021		\$31.55	\$17.34	\$48.89
Truckdriver class 1(see notes)	1/1/2016		\$27.44	\$16.51	\$43.95
Truckdriver class 1(see notes)	1/1/2020		\$29.79	\$20.13	\$49.92
Truckdriver class 1(see notes)	1/1/2021		\$30.54	\$20.88	\$51.42
Truckdriver class 1(see notes)	1/1/2022		\$31.29	\$21.63	\$52.92
Truckdriver class 2 (see notes)	1/1/2016		\$27.61	\$16.61	\$44.22
Truckdriver class 2 (see notes)	1/1/2020		\$30.25	\$20.43	\$50.68

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

<b>Project: 20-03547 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Truckdriver class 2 (see notes)	1/1/2021		\$31.00	\$21.18	\$52.18
Truckdriver class 2 (see notes)	1/1/2022		\$31.75	\$21.93	\$53.68
Truckdriver class 3 (see notes)	1/1/2016		\$28.10	\$16.88	\$44.98
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60

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

<b>Project: 20-03547 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Carpenter	1/1/2020		\$34.77	\$18.92	\$53.69
Carpenter	1/1/2021		\$35.78	\$19.41	\$55.19
Carpenter	1/1/2022		\$36.77	\$19.92	\$56.69
Carpenter Welder	1/1/2017		\$33.10	\$17.14	\$50.24
Carpenter Welder	1/1/2018		\$33.87	\$17.77	\$51.64
Carpenter Welder	1/1/2019		\$34.72	\$18.42	\$53.14
Carpenter Welder	1/1/2020		\$35.72	\$18.92	\$54.64
Carpenter Welder	1/1/2021		\$36.73	\$19.41	\$56.14
Carpenter Welder	1/1/2022		\$37.72	\$19.92	\$57.64
Carpenters	1/1/2017		\$32.15	\$17.14	\$49.29
Carpenters	1/1/2018		\$32.92	\$17.77	\$50.69
Carpenters	1/1/2019		\$33.77	\$18.42	\$52.19
Cement Finishers	5/1/2017		\$30.14	\$19.40	\$49.54
Cement Finishers	1/1/2018		\$31.04	\$19.90	\$50.94
Cement Finishers	1/1/2019		\$31.94	\$20.50	\$52.44
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Electric Lineman	5/29/2017		\$44.22	\$23.94	\$68.16
Electric Lineman	5/28/2018		\$45.25	\$24.94	\$70.19
Electric Lineman	5/27/2019		\$46.32	\$25.97	\$72.29
Iron Workers	1/1/2017		\$30.02	\$29.42	\$59.44
Laborers (Class 01 - See notes)	1/1/2017		\$24.75	\$20.95	\$45.70
Laborers (Class 01 - See notes)	1/1/2018		\$24.75	\$22.35	\$47.10
Laborers (Class 01 - See notes)	1/1/2019		\$24.75	\$23.85	\$48.60
Laborers (Class 01 - See notes)	1/1/2020		\$26.00	\$24.10	\$50.10
Laborers (Class 01 - See notes)	1/1/2021		\$26.80	\$24.80	\$51.60
Laborers (Class 01 - See notes)	1/1/2022		\$27.60	\$25.50	\$53.10
Laborers (Class 02 - See notes)	1/1/2017		\$24.91	\$20.95	\$45.86
Laborers (Class 02 - See notes)	1/1/2018		\$24.91	\$22.35	\$47.26
Laborers (Class 02 - See notes)	1/1/2019		\$24.91	\$23.85	\$48.76
Laborers (Class 02 - See notes)	1/1/2020		\$26.16	\$24.10	\$50.26
Laborers (Class 02 - See notes)	1/1/2021		\$26.96	\$24.80	\$51.76
Laborers (Class 02 - See notes)	1/1/2022		\$27.76	\$25.50	\$53.26
Laborers (Class 03 - See notes)	1/1/2017		\$25.40	\$20.95	\$46.35
Laborers (Class 03 - See notes)	1/1/2018		\$25.40	\$22.35	\$47.75
Laborers (Class 03 - See notes)	1/1/2019		\$25.40	\$23.85	\$49.25
Laborers (Class 03 - See notes)	1/1/2020		\$26.65	\$24.10	\$50.75
Laborers (Class 03 - See notes)	1/1/2021		\$27.45	\$24.80	\$52.25
Laborers (Class 03 - See notes)	1/1/2022		\$28.25	\$25.50	\$53.75
Laborers (Class 04 - See notes)	1/1/2017		\$25.85	\$20.95	\$46.80
Laborers (Class 04 - See notes)	1/1/2018		\$25.85	\$22.35	\$48.20
Laborers (Class 04 - See notes)	1/1/2019		\$25.85	\$23.85	\$49.70
Laborers (Class 04 - See notes)	1/1/2020		\$27.10	\$24.10	\$51.20
Laborers (Class 04 - See notes)	1/1/2022		\$28.70	\$25.50	\$54.20
Laborers (Class 05 - See notes)	1/1/2017		\$26.26	\$20.95	\$47.21



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

<b>Project: 20-03547 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Laborers (Class 05 - See notes)	1/1/2018		\$26.26	\$22.35	\$48.61
Laborers (Class 05 - See notes)	1/1/2019		\$26.26	\$23.85	\$50.11
Laborers (Class 05 - See notes)	1/1/2020		\$27.51	\$24.10	\$51.61
Laborers (Class 05 - See notes)	1/1/2021		\$28.31	\$24.80	\$53.11
Laborers (Class 05 - See notes)	1/1/2022		\$29.11	\$25.50	\$54.61
Laborers (Class 06 - See notes)	1/1/2017		\$23.10	\$20.95	\$44.05
Laborers (Class 06 - See notes)	1/1/2018		\$23.10	\$22.35	\$45.45
Laborers (Class 06 - See notes)	1/1/2019		\$23.10	\$23.85	\$46.95
Laborers (Class 06 - See notes)	1/1/2020		\$24.35	\$24.10	\$48.45
Laborers (Class 06 - See notes)	1/1/2021		\$25.15	\$24.80	\$49.95
Laborers (Class 06 - See notes)	1/1/2022		\$25.95	\$25.50	\$51.45
Laborers (Class 07 - See notes)	1/1/2017		\$25.75	\$20.95	\$46.70
Laborers (Class 07 - See notes)	1/1/2018		\$25.75	\$22.35	\$48.10
Laborers (Class 07 - See notes)	1/1/2019		\$25.75	\$23.85	\$49.60
Laborers (Class 07 - See notes)	1/1/2020		\$27.00	\$24.10	\$51.10
Laborers (Class 07 - See notes)	1/1/2021		\$27.80	\$24.80	\$52.60
Laborers (Class 07 - See notes)	1/1/2022		\$28.60	\$25.50	\$54.10
Laborers (Class 08 - See notes)	1/1/2017		\$27.25	\$20.95	\$48.20
Laborers (Class 08 - See notes)	1/1/2018		\$27.25	\$22.35	\$49.60
Laborers (Class 08 - See notes)	1/1/2019		\$27.25	\$23.85	\$51.10
Laborers (Class 08 - See notes)	1/1/2020		\$28.50	\$24.10	\$52.60
Laborers (Class 08 - See notes)	1/1/2021		\$29.30	\$24.80	\$54.10
Laborers (Class 08 - See notes)	1/1/2022		\$30.10	\$25.50	\$55.60
Operators (Class 01 - see notes)	1/1/2017		\$30.40	\$19.98	\$50.38
Operators (Class 01 - see notes)	1/1/2018		\$31.00	\$20.78	\$51.78
Operators (Class 01 - see notes)	1/1/2019		\$31.60	\$21.68	\$53.28
Operators (Class 01 - see notes)	1/1/2020		\$32.60	\$22.23	\$54.83
Operators (Class 01 - see notes)	1/1/2021		\$33.60	\$22.73	\$56.33
Operators (Class 01 - see notes)	1/1/2022		\$34.50	\$23.33	\$57.83
Operators (Class 02 -see notes)	1/1/2017		\$30.12	\$19.98	\$50.10
Operators (Class 02 -see notes)	1/1/2018		\$30.72	\$20.78	\$51.50
Operators (Class 02 -see notes)	1/1/2019		\$31.32	\$21.68	\$53.00
Operators (Class 02 -see notes)	1/1/2020		\$32.32	\$22.23	\$54.55
Operators (Class 02 -see notes)	1/1/2021		\$33.32	\$22.73	\$56.05
Operators (Class 02 -see notes)	1/1/2022		\$34.22	\$23.33	\$57.55
Operators (Class 03 - See notes)	1/1/2017		\$26.48	\$19.98	\$46.46
Operators (Class 03 - See notes)	1/1/2018		\$27.08	\$20.78	\$47.86
Operators (Class 03 - See notes)	1/1/2019		\$27.68	\$21.68	\$49.36
Operators (Class 03 - see notes)	1/1/2020		\$28.68	\$22.23	\$50.91
Operators (Class 03 - see notes)	1/1/2021		\$29.68	\$22.73	\$52.41
Operators (Class 03 - See notes)	1/1/2022		\$30.58	\$23.33	\$53.91
Operators (Class 04 - See notes)	1/1/2017		\$25.99	\$19.98	\$45.97
Operators (Class 04 - See notes)	1/1/2018		\$26.59	\$20.78	\$47.37
Operators (Class 04 - See notes)	1/1/2019		\$27.19	\$21.68	\$48.87

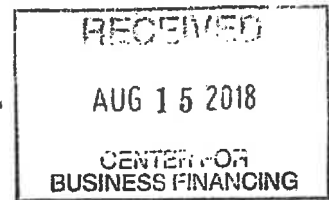
**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

<b>Project: 20-03547 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Operators (Class 04 - See notes)	1/1/2020		\$28.19	\$22.23	\$50.42
Operators (Class 04 - See notes)	1/1/2021		\$29.19	\$22.73	\$51.92
Operators (Class 04 - See notes)	1/1/2022		\$30.09	\$23.33	\$53.42
Operators (Class 05 - See notes)	1/1/2017		\$25.78	\$19.98	\$45.76
Operators (Class 05 - See notes)	1/1/2018		\$26.38	\$20.78	\$47.16
Operators (Class 05 - See notes)	1/1/2019		\$26.98	\$21.68	\$48.66
Operators (Class 05 - See notes)	1/1/2020		\$27.98	\$22.23	\$50.21
Operators (Class 05 - See notes)	1/1/2021		\$28.98	\$22.73	\$51.71
Operators (Class 05 - See notes)	1/1/2022		\$29.88	\$23.33	\$53.21
Painters Class 1 (see notes)	5/1/2018		\$23.92	\$14.37	\$38.29
Painters Class 2 (see notes)	5/1/2018		\$26.05	\$14.37	\$40.42
Painters Class 3 (see notes)	5/1/2018		\$31.80	\$14.37	\$46.17
Painters Class 3 (see notes)	5/1/2019		\$32.45	\$15.22	\$47.67
Pile Driver Divers (Building, Heavy, Highway)	1/1/2017		\$49.13	\$17.95	\$67.08
Pile Driver Divers (Building, Heavy, Highway)	1/1/2018		\$50.33	\$18.55	\$68.88
Pile Driver Divers (Building, Heavy, Highway)	1/1/2019		\$51.45	\$19.30	\$70.75
Pile Driver Divers (Building, Heavy, Highway)	1/1/2020		\$53.10	\$19.70	\$72.80
Pile Driver Divers (Building, Heavy, Highway)	1/1/2021		\$54.75	\$20.10	\$74.85
Pile Driver Divers (Building, Heavy, Highway)	1/1/2022		\$56.40	\$20.50	\$76.90
Piledrivers	1/1/2017		\$32.75	\$17.95	\$50.70
Piledrivers	1/1/2018		\$33.55	\$18.55	\$52.10
Piledrivers	1/1/2019		\$34.30	\$19.30	\$53.60
Piledrivers	1/1/2020		\$35.40	\$19.70	\$55.10
Piledrivers	1/1/2021		\$36.50	\$20.10	\$56.60
Piledrivers	1/1/2022		\$37.60	\$20.50	\$58.10
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2017		\$40.98	\$32.53	\$73.51
Truckdriver class 1(see notes)	1/1/2017		\$27.93	\$17.32	\$45.25
Truckdriver class 1(see notes)	1/1/2018		\$28.36	\$18.29	\$46.65
Truckdriver class 1(see notes)	1/1/2019		\$28.83	\$19.32	\$48.15
Truckdriver class 1(see notes)	1/1/2020		\$29.79	\$20.13	\$49.92
Truckdriver class 1(see notes)	1/1/2021		\$30.54	\$20.88	\$51.42
Truckdriver class 1(see notes)	1/1/2022		\$31.29	\$21.63	\$52.92
Truckdriver class 2 (see notes)	1/1/2017		\$28.10	\$17.42	\$45.52
Truckdriver class 2 (see notes)	1/1/2018		\$28.52	\$18.40	\$46.92
Truckdriver class 2 (see notes)	1/1/2019		\$28.99	\$19.43	\$48.42
Truckdriver class 2 (see notes)	1/1/2020		\$30.25	\$20.43	\$50.68
Truckdriver class 2 (see notes)	1/1/2021		\$31.00	\$21.18	\$52.18
Truckdriver class 2 (see notes)	1/1/2022		\$31.75	\$21.93	\$53.68
Truckdriver class 3 (see notes)	1/1/2017		\$28.57	\$17.71	\$46.28
Truckdriver class 3 (see notes)	1/1/2018		\$28.98	\$18.70	\$47.68
Truckdriver class 3 (see notes)	1/1/2019		\$29.45	\$19.73	\$49.18

Contract No: **C000069606**

**COMMONWEALTH OF PENNSYLVANIA  
COMMONWEALTH FINANCING AUTHORITY**

**PIPELINE INVESTMENT PROGRAM  
GRANT AGREEMENT**



This Contract, is entered into by and between the Commonwealth of Pennsylvania (the "Commonwealth"), acting through the Commonwealth Financing Authority (the "Grantor" or "Authority"), and

**BOROUGH OF CHAMBERSBURG  
100 S 2nd St  
Chambersburg PA 17201-2515**



(the "Grantee").

**BACKGROUND:**

Section 1744-A.1(a) of the Act of April 25, 2016 (P.L. \_\_\_\_, No. 25) (72 P.S. §1741-A.1 et. seq.), authorizes the Commonwealth Financing Authority to award grants to hospitals, businesses, economic development organizations, municipalities, and school districts for costs associated with extending natural gas pipelines to these entities.

The General Assembly of the Commonwealth has appropriated funds to the Commonwealth Financing Authority to carry out the provisions of the Act.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the parties hereto intending to be legally bound hereby, do covenant and agree for themselves, their respective successors and assignees as follows:

**ARTICLE I  
AMOUNT OF THE CONTRACT**

Subject to the terms of this Grant, the Grantor hereby makes available to the Grantee out of funds appropriated a grant in the sum of **FIVE HUNDRED EIGHTY FOUR THOUSAND, ONE HUNDRED DOLLARS (\$584,100.00) AND NO CENTS-----** or such portion thereof as may be required by the Grantee and authorized by the Grantor, subject to the condition that it shall be used by the Grantee to carry out the activities described in the application submitted by the Grantee and as approved by the Grantor, and which is incorporated herein by reference. In addition, this Grant shall be subject to Appendix A, Project Description and Special Conditions, and Appendix B, Budget Summary, which are attached hereto and incorporated herein.

**ARTICLE II  
EFFECTIVE DATES**

The term of this Grant shall commence on the Effective Date (as defined below) and shall end on JUNE 30, 2021, subject to the other provisions of this Grant.

The Effective Date shall be the date the fully executed Grant is sent to the Grantee. A fully executed contract is one that has been signed by the Grantee and by the Grantor and contains all approvals required by Commonwealth contracting procedures.

This Grant is not binding in any way, nor will the Commonwealth be bound, until this document has been fully executed and sent to the Grantee. Any cost incurred by the Grantee prior thereto are incurred at the Grantee's risk.

**ARTICLE III  
PAYMENT PROVISIONS AND FISCAL RESPONSIBILITIES**

(a) The Grantor agrees to pay the Grantee for eligible project costs incurred under this Grant between JULY 17, 2018 and JUNE 30, 2021 (the "Grant Activity Period") as follows:

- (1) Subject to the availability of state funds and other terms and conditions of this Grant, the Grantor will reimburse the Grantee based upon the Grantor's determination of the Grantee's needs and in accordance with the proposed budget as set forth in Appendix B.

The Grantor may pay the Grantee for eligible project costs at intervals to be determined by the Grantor. Under no circumstances shall the Commonwealth or the Grantor be liable for any expenditure exceeding the amount stated in this Grant or amendments hereto.

The Grantor shall have the right to disapprove any expenditure made by the Grantee which is not in accordance with the terms of this Grant and the Grantor may adjust payment to the Grantee accordingly.

- (2) Initial payments to the Grantee to perform the activities under this Grant and all other payments shall be made on invoice forms and in accordance with instructions provided by the Grantor.

To receive payments under this Grant, the Grantee shall submit requests for payment based on the Grantee's estimate of expenditures, at intervals as determined by the Grantee to meet disbursement needs. Unless otherwise instructed by the Grantor, this estimate may not exceed the current disbursement needs of the Grantee in order that the amount of cash on hand and available to the Grantee is as close to daily needs as administratively feasible. The Grantor may, however, set a minimum payment level or amount for each request for payment.

**(b) Conditions for Payment:**

- (1) Grant payments under this Grant shall be conditioned upon the completion of any Special Conditions set forth in Appendix A or otherwise incorporated into this Grant.**
- (2) Costs allocated to program administration shall be limited to those set forth in the project budget or as otherwise revised in accordance with the amendment provisions of this Grant set forth in the Article entitled Amendments and Modifications.**
- (3) Payment by the Commonwealth and all other terms of this Grant are subject to the effect of any federal deficit reduction legislation upon the availability of funds awarded by this Grant.**

**(c) The Grantee shall charge to the project account all approved costs of the project. All such costs, including activities contributed by the Grantee or others and charged to the project account, shall be supported by properly executed vouchers or other records indicating in proper detail the nature and propriety of the charge.**

**(d) Conditions for Repayment of Grant Funds:**

- (1) Misuse or Failure to Use Funds.**
  - (A) The Grantee agrees that it will use the funds granted hereunder, or as much as may be necessary, to carry out the aforesaid project in accordance with the terms of this Grant. If after all or any part of the funds has been paid to the Grantee and the Grantee shall fail to carry out the activities, the Grantee shall repay the Grantor the funds theretofore paid.**
  - (B) If the Grantee does not use all or a portion of the funds paid under the terms of this Grant for purposes of and in accordance with this Grant, the Grantee shall be liable to the Grantor for the amount of funds unused or improperly used and shall return said funds to the Grantor.**
  - (C) In the event the Grantor shall be entitled to repayment of all or a portion of the funds granted herein, the repayment shall include all interest, income, accumulations and the monetary equivalent of**

any appreciation in value of any property (real, personal or mixed) purchased with the funds granted them. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to the Grantor for: (1) the principal and (2) the total of any such interest, income, accumulations or appreciation in value.

(2) **Violation of the Prohibition of Illegal Alien Labor on Assisted Projects Act.**

In the event that the Grantee

- (i) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (ii) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Grant. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to the Grantor.

**ARTICLE IV  
BONDING, INSURANCE AND TAX LIABILITY REQUIREMENTS**

(a) **Hold Harmless:**

The Grantee shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based or arising out of any activities performed by the Grantee and its employees and agents under this Grant; and shall defend any and all actions brought against the Commonwealth based upon any such claims or demands. It is understood and agreed that the Grantee's standard liability insurance policies shall protect, or shall be endorsed to protect, the Commonwealth from claims of bodily injury and/or property damage arising out of any activities performed by the Grantee or its employees or agents under this Grant, including business and non-business invitees, and their property and all other property sustaining damage as a direct or indirect result of the execution of this project when validly present on Grantee's premises whether or not actually engaged in the project at the time the claim inures. Such policies shall not include any provision limiting then existing sovereign immunity of the Commonwealth or of its agents or employees. Upon request, the Grantee shall furnish to the Grantor proof of insurance as required by this paragraph.

(b) **Other Liability Requirements:**

The Grantee shall provide workmen's compensation insurance where the same is required and shall accept full responsibility for the payment of premiums for workmen's compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing activities specified by this Grant.

**ARTICLE V  
COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS**

All activities authorized by this Grant shall be performed in accordance with applicable statutes, regulations, conditions, directives, guidelines and such additional requirements as may be attached hereto as Appendix C or are otherwise provided by the Grantor. The Grantee acknowledges that this Grant is subject to all requirements set forth herein and further agrees that it will comply with future requirements determined by the Grantor as necessary.

(a) **Compliance with State Statutes and Regulations:**

The Grantee also agrees to comply with all applicable state statutes and regulations.

(b) **Nondiscrimination/Sexual Harassment Provisions:**

The Grantee agrees:

- (1) 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.
- (2) 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.
- (3) 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.**

- (4) 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.**
- (5) 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 Grantor 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.**
- (6) 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.**
- (7) The Grantee's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.**
- (8) 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 Grantor may proceed with debarment or suspension and may place the Grantee,**



subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

(c) **Compliance with the State Contractor Responsibility Program:**

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 subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term Contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

- (1) The Contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the Contractor, nor any subcontractors, nor any suppliers 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 the bid/proposal, a written explanation of why such certification cannot be made.
- (2) The Contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
- (3) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Grant through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Grantor if, at any time during the term of the Grant, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or 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.
- (4) The failure of the Contractor to notify the Grantor of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Grant with the Commonwealth.
- (5) 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, which 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.

- (6) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at [http://www.dgsweb.state.pa.us/DebarmentList\\_portlet/](http://www.dgsweb.state.pa.us/DebarmentList_portlet/) or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138

- (d) Compliance with the Offset Provision for Commonwealth Grants:

The Grantee agrees that the Commonwealth may set off the amount of any state tax liability or other debt of the Grantee or its subsidiaries that is owed to the Commonwealth and is not being contested on appeal, against any payments due the Grantee under this or any other contract with the Commonwealth.

- (e) Compliance with The Americans with Disabilities Act:

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the Grantee understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Grant or from activities provided for under this Grant. As a condition of accepting and executing this Grant, the Grantee agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Commonwealth through contracts with outside contractors.

The Grantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth as a result of the Grantee's failure to comply with the provisions of the above paragraph.

- (f) Compliance with Anti-Pollution Regulations:

The Grantee and its subcontractors agree that in the performance of their obligations under this Grant they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

- (g) 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.

- (1) **Definitions.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
  - (A) **"Affiliate"** means two or more entities where:
    - (i) a parent entity owns more than fifty percent of the voting stock of each of the entities; or
    - (ii) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or
    - (iii) the entities have a common proprietor or general partner.
  - (B) **"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.
  - (C) **"Contractor"** means the individual or entity that has entered into this contract with the Commonwealth.
  - (D) **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - (E) **"Financial Interest"** means either:
    - (i) Ownership of more than a five percent interest in any business; or
    - (ii) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - (F) **"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.

- (G) "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (2) In furtherance of this policy, Contractor agrees to the following:
- (A) Contractor 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 Contractor or that govern contracting or procurement with the Commonwealth.
  - (B) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor 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.
  - (C) Contractor, its affiliates, agents, employees and anyone in privity with Contractor 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.
  - (D) Contractor 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 Contractor's financial interest prior to Commonwealth execution of the contract. Contractor 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 Contractor's submission of the contract signed by Contractor.

- (E) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
- (i) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (ii) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (iii) had any business license or professional license suspended or revoked;
  - (iv) 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
  - (v) 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 Contractor 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 Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor 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 Contractor's certification or explanation to change. Contractor 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 or were false or should have been known to be false when entering into the contract.**

- (F) Contractor 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, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).**
- (G) When Contractor 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, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.**
- (H) Contractor, 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. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the 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. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.**
- (I) Contractor 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 Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and**

places. Contractor, 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 Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor 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.

(J) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, 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 Contractor 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.

(h) **Compliance with the Prohibition of Illegal Alien Labor on Assisted Projects Act.**

Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the Grantee shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by a grant or loan issued by an executive agency of the Commonwealth of Pennsylvania.

In the event that the Grantee

(A) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and

- (B) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall:

- (A) repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Grant, and
- (B) be ineligible to apply for any Commonwealth grant or loan for a period of two years.

(i) Right to Know Law Provisions

- (1) The Grantee or Subgrantee understands that the Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the Commonwealth Financing Authority.
- (2) If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (3) Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
  - (A) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - (B) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.



- (4) If Grantee or Subgrantee 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 Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
- (5) The Commonwealth will rely upon the written statement from Grantee or Subgrantee 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, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (6) If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
- (7) The Commonwealth will reimburse Grantee or Subgrantee 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.
- (8) Grantee or Subgrantee 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, Grantee or Subgrantee 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 Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee 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.
- (9) The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

**ARTICLE VI  
ASSIGNMENT, TRANSFER, COLLATERAL USE**

This Grant shall be binding upon and inure to the benefit of the Grantor, the Grantee, and their respective successors and assigns, except that the Grantee may not assign or transfer its rights hereunder without the prior written consent of the Grantor. Approval of an assignment does not establish any legal relationship between the Commonwealth or the Grantor and any other third party, and under no circumstances shall the Commonwealth be held liable for any act or omission committed pursuant to such an assignment.

**ARTICLE VII  
INDEPENDENT CONTRACTOR**

Notwithstanding anything contained herein to the contrary, the rights and duties hereby granted to and assumed by the Grantee are those of an independent contractor only. Nothing contained herein shall be so construed as to create an employment, agency or partnership relationship between the Grantor and the Grantee.

**ARTICLE VIII  
INTEREST OF PARTIES AND OTHERS**

No officer, member, employee, independent contractor or elected official of the Authority and no member of its governing body who exercises any functions or responsibilities in the review or approval of activities being performed under this Grant shall participate in any decision relating to this Grant which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Nor shall any such officer, member, elected official or employee of the Commonwealth or any member of its governing body have any interest direct or indirect in this Grant or the proceeds thereof.

The Grantee covenants that the Grantee (including directors, officers, members and employees of the Grantee) presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of activities required to be performed under this Grant. The Grantee further covenants that no person having any such interest shall be employed in the performance of activities for this Grant.

The Grantee represents and warrants that no elected state official or any employee of the Grantor or a member of such elected state official's or the Grantor's employee's immediate family (parent, spouse, domestic partner, child, brother or sister, daughter-in-law or son-in-law, or grandchild), or any entity in which any such person shall have an ownership interest of 5% or greater, or in which entity such person shall have a controlling interest, has received or will receive a direct or indirect pecuniary benefit from or as a result of the full execution of this Grant. Further, the Grantee represents and warrants that it has not and will not enter into any contract for goods or services with the persons enumerated above using any funds made available to Grantee under this Grant.

## **ARTICLE IX SUBCONTRACTS**

The Grantee shall not execute or concur in any subcontract with any person or entity in any respect concerning the activities herein without prior written approval of the Grantor. Such prior written approval shall not be required for the purchase by the Grantee of articles, supplies, equipment and activities which are both necessary for and merely incidental to the performance of the work required under this Grant. The Grantee shall not execute or concur in any subcontract declared disapproved by the Grantor. A subcontractor shall be automatically disapproved, without a declaration from the Grantor, if the subcontractor is currently or becomes suspended or debarred by the Commonwealth or the federal government. In any event, the Grantee shall be responsible for the quantity and quality of the performance of any of its subcontracts.

All subcontracts must contain provisions of nondiscrimination/sexual harassment as specified in the Article entitled Compliance with Applicable Statutes and Regulations, subsection (b). In addition, all subcontracts involving the pass through of Grant funds to subrecipients must include the contract closeout requirements contained in the Article entitled Contract Closeout Requirements. The Grantee is responsible for ensuring that copies of cancelled checks are received from subcontractors verifying the payment of eligible project costs incurred in accordance with the terms of this Contract, and, in the event that the Commonwealth audits this Contract, for resolving any findings contained in any audit reports. All costs deemed unallowable in any audit report involving the pass through of Grant funds to subrecipients are required to be returned to the Grantor through the Grantee.

## **ARTICLE X BIDDING REQUIREMENTS**

If the Grantee is a political subdivision or other entity for which open and competitive bidding procedures have been established by law, the Grantee shall comply with those procedures if they are applicable to the project being funded with the grant funds. Otherwise, the Grantee shall comply with open and competitive bidding procedures in awarding any and all grants, subgrants, contracts, subcontracts or other agreements in excess of \$10,000.00 for construction, reconstruction, demolition, alteration and/or repair, for acquisition of machinery and equipment, or for engagement of the services of a professional consultant, when said grants, subgrants, contracts, subcontracts or other agreements are funded in whole or at least 50% in part with funds made available under this Grant. The Grantor may require the Grantee to submit proof of compliance with said procedures, and failure to provide such proof to the satisfaction of the Grantor may result in termination of the Grant and repayment of all or a portion of the funds available under this Grant. Upon written request and for good cause shown, the Grantor may, at the Grantor's sole discretion, permit the Grantee to use an alternative procedure for solicitation of bids not inconsistent with law.

## **ARTICLE XI RECORDS**

The Grantee, using accepted procedures, shall maintain at its principal office or place of business complete and accurate records and accounts including documents, correspondence and other evidence pertaining to costs and expenses of this Grant, and reflecting all matters and activities covered by this Grant.

At any time during normal business hours and as often as the Grantor deems necessary, the Grantee shall make available for inspection by the Grantor, the Commonwealth Auditor General, the Commonwealth Attorney General, or the Comptroller General of the United States, or their duly authorized representative, all of its records with respect to all matters covered by this Grant and will permit the Grantor to audit, examine and make copies of such records.

All required records shall be maintained by the Grantee for a period of five (5) years from the date of final audit or close out of this Grant by the Grantor, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period. In such event, records shall be maintained until all pending matters are resolved.

## **ARTICLE XII PROGRESS REPORTS**

The Grantee and its subcontractors shall furnish to the Grantor such progress reports in such form and quantity as the Grantor may from time to time require, including, but not limited to, status reports of the project, project account statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and proposed, employment placements, follow-up reports and any and all other information relative to the Grant as may be requested. The Grantor or its representative shall have the right to make reasonable inspections to monitor the Grantee's performance under this Grant.

In the event that the Grantor determines that the Grantee or its subcontractor(s) has not furnished such reports as required by the Grantor, the Grantor, by giving written notice to the Grantee, may suspend payments under this Grant until such time as the required reports are submitted.

## **ARTICLE XIII ACKNOWLEDGMENT OF COMMONWEALTH ASSISTANCE**

Any publication concerning a project financed by the Grantor will acknowledge Commonwealth financial assistance as follows:

**"This Project was financed *[in part]* by a grant from the Commonwealth of Pennsylvania, Commonwealth Financing Authority."**

Signs acknowledging said Commonwealth financial assistance or administrative participation will be erected in the project area as soon as possible after the effective date of this Grant. Acknowledgment of Commonwealth financial assistance may be combined with acknowledgment of other funding sources on project signs or in project publications.

#### **ARTICLE XIV CONTRACT CLOSEOUT REQUIREMENTS**

Unless otherwise directed in writing by the Grantor, the Grantee shall, within 45 days of the Grantee's receipt of the final payment of grant funds under this Contract, submit copies of cancelled checks verifying the payment of eligible project costs incurred in accordance with the terms of this Contract and copies of cancelled checks verifying the expenditure of any required matching funds.

All terms and conditions of this Contract will remain in effect and be binding upon the parties thereto until all cancelled checks, totaling the entire amount of grant funds received by the Grantee under this Contract and the entire amount of required matching funds, are submitted and accepted by the Grantor.

The Commonwealth reserves the right for state agencies or their authorized representative to perform audits of a financial or performance nature if deemed necessary. The costs for any such work performed by the state or federal agencies will be borne by those agencies at no additional expense to the Grantee. In the event that the Commonwealth audits this Contract, all costs deemed unallowable in any audit report are required to be returned by the Grantee to the Grantor.

#### **ARTICLE XV TEMPORARY SUSPENSION OF THE CONTRACT**

Upon written notice and at any time during the period covered under this Grant, the Grantor may suspend payments and/or request suspension of all or any part of the Grant activities. The Grantor may give such notice to suspend for the following reasons:

- (a) Violations of laws and regulations, audit exceptions, misuse of funds, failure to submit required reports or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity.
- (b) When, in the opinion of the Grantor, the activities cannot be continued in such manner as to adequately fulfill the intent of statute or regulations due to act of God, strike or disaster.

During the term of suspension, the Grantor and Grantee shall retain and hold available any and all funds previously approved for application to the activities. During this period all such funds held by the Grantee shall be placed in an interest bearing program expenditures account. The Grantee may not expend any such funds during the period that the Grant is suspended except pursuant to order of a court of competent jurisdiction. The Grantee shall have the right to cure any default or other circumstance that is the basis for suspension of this Grant within a reasonable period of time.

This Grant is also conditioned upon complete performance by the Grantee of past agreements or contracts between the Grantor and the Grantee. Complete performance includes the Grantee's timely submission of the required final audit of past agreements or contracts to the Grantor. In the event that the Grantor determines that there has been incomplete performance of past agreements or contracts by the Grantee, the Grantor, by giving written notice to the Grantee, will suspend payments under this Grant until such time as the Grantee has fulfilled its obligations under past agreements or contracts to the satisfaction of the Grantor. When the Grantee has fulfilled its obligation under past agreements or contracts to the Grantor's satisfaction, the Grantor will resume payments under this Grant.

#### **ARTICLE XVI TERMINATION OF THE CONTRACT**

The Grantor may terminate this Grant at any time for its convenience or for any other reason if it determines that termination is in its best interests, or is otherwise appropriate, by giving written notice to the Grantee of such termination and specifying the effective date thereof. Termination pursuant to this section shall not be applicable to funds that the Grantee is legally or contractually obligated to pay as a result of project activities entered into prior to the date that it receives written notice of termination. All grant monies not legally or contractually obligated, plus accrued interest, shall be returned to the Grantor on or before the effective date of termination and all project records shall be made available to the Grantor.

#### **ARTICLE XVII ENTIRE AGREEMENT**

This Grant, when signed by all the parties hereto, constitutes the full and complete understanding and agreement of the parties of its express terms as provided above.

No provision of this Grant shall be construed in any manner so as to create any rights in third parties not party to this Grant. It shall be interpreted solely to define specific duties and responsibilities between the Grantor and the Grantee and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

#### **ARTICLE XVIII AMENDMENTS AND MODIFICATIONS**

A properly executed Grant amendment is required to change the termination date of this Grant, to change the Grant Activity Period, to amend the grant amount or to make major changes in the approved program scope, objectives or methods. Such an amendment must be executed if there is a significant change in the activities to be conducted under this Grant. Other revisions to the Project Description or Budget may be made upon written approval from the Grantor after prior written request of the Grantee; provided, the request is made by the Grantee and approved by the Grantor prior to the termination or expiration of the Grant.

**ARTICLE XIX  
SEVERABILITY**

Should any section or any part of any section of this Grant be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any section of this Grant.

**ARTICLE XX  
CONSTRUCTION**

This Grant shall be interpreted and construed in accordance with federal law, where applicable, and with the laws of the Commonwealth. All of the terms and conditions of this Grant are expressly intended to be construed as covenants as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

**ARTICLE XXI  
NONWAIVER OF REMEDIES**

No delay or failure on the part of the Grantor in exercising any right, power or privilege hereunder shall affect such right, power or privilege; nor shall any single or partial exercise thereof or any abandonment, waiver, or discontinuance of steps to enforce such a right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies of the Grantor hereunder are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. The Grantor shall have the right at all times to enforce the provisions of this Grant in accordance with the terms hereof notwithstanding any conduct or custom on the part of the Grantor in refraining from so doing at any time or times. The failure of the Grantor at any time or times to enforce its rights under such provisions, in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this Grant or as having in any way or manner modified or waived the same.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on:

WITNESS:

**BOROUGH OF CHAMBERSBURG**

For Authority signatures only



GRANTEE: Please sign & complete at "X's" only

X By [Signature] (Seal)  
X Title President of Council  
X Date 8-13-18

**Commonwealth Financing Authority**

[Signature] 8/20/18  
Executive Director Date

X By [Signature]  
X Title Borough Secretary  
X Date 8-13-18

For Commonwealth signatures only



**Approved as to Legality and Form**

[Signature] 8/20/18  
Authority Counsel Date  
[Signature] 9/11/18  
Office of Attorney General Date





COMMONWEALTH OF PENNSYLVANIA  
COMMONWEALTH FINANCING AUTHORITY

July 24, 2018

Jeffrey Stonehill, Borough Manger  
Borough of Chambersburg  
100 South 2nd Street  
Chambersburg, PA 17201

Re: Pipeline Investment Program  
Grant: \$584,100  
Chambersburg Natural Gas Pipeline Project

Dear Mr. Stonehill:

I am pleased to inform Borough of Chambersburg (*the "Applicant"*) that the Commonwealth Financing Authority (*the "CFA"*), at its meeting held July 17, 2018, approved your application (*the "Application"*) for a grant in an amount up to FIVE HUNDRED EIGHTY-FOUR THOUSAND ONE HUNDRED DOLLARS (\$584,100) (*the "Grant"*). The Application has been approved based upon and in accordance with the terms and the representations made therein and in no event will the grant amount exceed 50% of the total project cost.

The grant will be used by the Applicant for the installation of 5,600 feet of pipeline to the future Summit Health Care campus, First Church of God, Grand Point Crossing housing development, and a vacant 200-acre tract of land. In addition, the grant will also be used to provide pipeline services to a hotel parcel and residential developments (*the "Project"*) at the property located in Borough of Chambersburg, Franklin County, Pennsylvania. The following conditions shall apply to the Grant award:

1. Receipt by the CFA from the Applicant of all executed contracts for all Project-related work to be performed to ensure that all such contracts contain the nondiscrimination/sexual harassment provision as set forth in the Grant Agreement, comport with the Pennsylvania Prevailing Wage Act, where applicable, a list of the bid tabulations, a copy of the public advertisement, a certificate of insurance and performance and payment bonds.
2. Prevailing wage requirements are generally applicable to projects using grant funds toward construction, demolition, reconstruction, repair work, renovations, build-out, and installation of machinery and equipment in excess of \$25,000. Any questions as to prevailing wage obligations and whether they apply to your project should be directed to the Bureau of Labor Law Compliance at (717) 787-3681. Please refer to Exhibit A of this commitment letter for further information regarding the Pennsylvania Prevailing Wage Act.
3. Receipt by the CFA of satisfactory evidence that all taxes and other monies due and owing to the Commonwealth of Pennsylvania are paid current, unless any of said taxes or other payments are being contested, in which case, the CFA may require that funds be escrowed to pay said taxes or other payments in the event of any adverse decision.
4. Compliance with the Pipeline Investment Program guidelines.

APPENDIX A & B  
Contract # C000069606  
Page 1 of 5

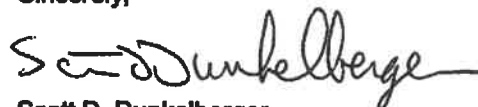
5. The Applicant must comply with all applicable federal, state and local laws and regulations dealing with bidding and procurement with regards to work that will be conducted with grant funds.
6. The CFA reserves the right to approve or reject contracts between the Applicant and consultants or contractors for work that will be paid for with grant funds.
7. The Applicant may not make or authorize any substantial change in an approved project without first obtaining the consent of the CFA in writing.
8. The Applicant will maintain full and accurate records with respect to the project. The CFA shall have free access to such records and to inspect all project work, and other relative data and records. The Applicant must furnish upon request of the CFA all data, reports, contracts, documents, and other information relevant to the project as may be requested.
9. The Project must be completed prior to the expiration of the Grant Agreement.
10. This commitment is contingent upon the availability of CFA funds and upon the balance of the financing being finalized as outlined in your Application.
11. The Applicant will be required to submit copies of permits prior to disbursement of the Grant proceeds.

Exhibit B further describes the procedure to access the Pipeline Investment Program grant funds after all of the necessary conditions are met.

This commitment will expire forty-five (45) days from the date of this letter unless we have received your written acceptance by returning the original commitment letter fully executed. Our receipt of the signed commitment letter will constitute your authorization to incur costs for reimbursement.

If you should have any questions regarding this Grant, please contact the Site Development Office at (717) 787-6245. The signed commitment letter should be returned to Brian Eckert, Director, Site Development Office, 400 North Street, 4<sup>th</sup> Floor, Commonwealth Keystone Building, Harrisburg, PA 17120.

Sincerely,



Scott D. Dunkelberger  
Executive Director

The foregoing terms and conditions are hereby agreed to and accepted this 13<sup>th</sup> day of August, 2018.

ATTEST:

  
Secretary

(SEAL)

BOROUGH OF CHAMBERSBURG

  
By:

FEDERAL TAX IDENTIFICATION NUMBER

23-6002979

APPENDIX A & B  
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Page 2 of 5

**EXHIBIT A**

**PREVAILING WAGE ACT**

In the event that grant funds will be used for a public work project, the Prevailing Wage Act (PWA) may apply. The PWA requires that not less than the prevailing minimum wages be paid to all workmen employed on "public work" as defined in the PWA. Information on the PWA and the definition of "public work" may be found at [www.dli.state.pa.us/laborlaw](http://www.dli.state.pa.us/laborlaw) by clicking on the link to Prevailing Wage Act.

The ACT's definition of "public work" has been applied to projects undertaken by private entities, but receiving government assistance.

The PWA does not apply to the installation of equipment or machinery that is not a fixture, although any building construction/renovations to accommodate the equipment/machinery could be covered.

The PWA also does not apply to work performed by the project-owner's in-house employees, as opposed to work done by contractors or subcontractors.

The full PWA can be found at 43 P.S. sections 165-1 through 165-17.

Please contact L&I's Bureau of Labor Law Compliance (717-787-3681) with questions about the PWA and/or if you would like L&I's assistance in determining if the PWA applies to this project.

Information on applying for prevailing wage rates can be found at <http://www.dli.pa.gov/Individuals/Labor-Management-Relations/ilc/prevailing-wage/Pages/default.aspx>.

**EXHIBIT B**

**INSTRUCTIONS FOR RECEIVING GRANT FUNDS**

The grant award is contingent upon receipt and execution of documents as stated in this letter. Failure to accomplish this may result in the rescindment of your Grant, as required by applicable law. Listed below are the steps you must follow.

**GRANT AGREEMENT**

Once the Grant Agreement is mailed out, please sign the Grant Agreement and return it as instructed in the grant cover letter. The signature process requires approximately 45 days. One fully executed copy of the Grant Agreement will be returned to you with a copy of a payment request form for requesting payment.

Where applicable, comply with the Pennsylvania Prevailing Wage Act which requires that the specifications for every contract for public work to which a public body is a party contain a provision that the prevailing wage rate be paid to workmen employed in the performance of the contract.

The Applicant agrees to provide general liability, property damage and workmen's compensation insurance, against any and all claims arising out of the activities undertaken pursuant to the grant which are to any extent financed by the funds from this Grant. The Applicant agrees to maintain such insurance and to name the CFA as an additional insured on such policies of insurance. Further, the Applicant agrees to notify the CFA of any change or cancellation of such insurance policies.

When you have submitted the required documents to this office, complete the payment request form following the sample provided and return it to this office. The payment request will take from 2-3 weeks to process.

**PAYMENT REQUESTS**

The CFA requires the Applicant to provide completed payment request forms and accompanying invoices verifying the costs incurred for the Project.

The Applicant may begin requesting reimbursement of any eligible costs after the receipt of the fully executed Grant Agreement.

The Applicant should continue to submit payment requests. Each subsequent payment request must be accompanied by paid invoices verifying costs incurred. Final paid invoices must be submitted following the completion of the Project for costs incurred prior to the expiration of the Grant Agreement. Costs incurred after the expiration date are not eligible for reimbursement.

The following are the procedures for submitting payment requests:

**Step One**

Prepare payment request form for submission to the CFA. Attach copies of all supporting invoices for costs listed on the Payment Request Form. Invoices must be marked "Paid" or "Incurred."

APPENDIX A & B  
Contract # C000069606  
Page 4 of 5

**Step Two**

When ready to draw down funds, forward the following:

- 1) Payment request form with an original signature;
- 2) List of bid tabulations;
- 3) Copy of Contract(s), which should include the following:
  - a. State's Nondiscrimination language;
  - b. Insurance certificate;
  - c. Evidence of prevailing wage;
  - d. Performance and payment bonds.
- 4) Copies of invoices; and
- 5) Copies of permits.

**NOTE:** Ineligible costs include but are not limited to public relations, outreach communications, lobbying, litigation, fees for securing other financing, and interest on borrowed funds.

**FINAL INSTRUCTIONS**

All payment requests and invoices must be submitted no later than the 1st day of the second month after the expiration date.

Should you have any questions, do not hesitate to contact:

PA Department of Community & Economic Development  
Site Development Office - Pipeline Investment Program  
Commonwealth Keystone Building  
400 North Street, 4th Floor  
Harrisburg, PA 17120-0225

(717) 787-6245

**COMMONWEALTH OF PENNSYLVANIA  
COMMONWEALTH FINANCING AUTHORITY**

**FIRST AMENDMENT TO GRANT NO. C000069606**

This Amendment to Grant Agreement (the "Amendment") is entered into by and between the **Commonwealth Financing Authority**, hereinafter referred to as the "**Grantor**", and

**BOROUGH OF CHAMBERSBURG  
100 S 2nd St  
Chambersburg, PA 17201-2515**

hereinafter referred to as the "**Grantee**".

WITNESSETH:

WHEREAS, the **Grantor** entered into a Grant Agreement (the "Grant") with the **Grantee**, and

WHEREAS, the **Grantor** wishes to amend the Grant to allow the **Grantee** to carry out the activities authorized under the Grant, and

NOW, THEREFORE, the parties hereto intending to be legally bound do hereby agree to the following:

1. Those programmatic changes and modification detailed in Appendix A.
2. The total amount of this Grant shall remain **FIVE HUNDRED EIGHTY FOUR THOUSAND, ONE HUNDRED DOLLARS (\$584,100.00) AND NO CENTS-----**.
3. All terms and conditions of this Grant not changed or modified by this Amendment shall remain in full force and effect.

## Appendix A

Grant funds were to be used for the construction of a new pipeline to provide natural gas services to the future 780,000 square foot Summit Health Care campus, First Church of God, Grand Point Crossing housing development, a vacant 200-acre tract of land for future development, and residential developments including Franklin Square, Chancellor Drive, Beechwood Lane, and Menno Haven retirement campus. With bids coming in lower than expected, this amendment revises the use of grant funds to include the expansion of natural gas services to Hollywell Avenue and Lantern Lane in the Borough of Chambersburg, Franklin County.

**IN WITNESS WHEREOF** the parties hereunto have set their hands and seals on:

WITNESS:

**BOROUGH OF CHAMBERSBURG**

*For Authority signatures only*



**Commonwealth Financing Authority**

*GRANTEE: Please sign & complete at "X's" only*



X “[Signature Affixed Electronically – see last page]”

“[Signature Affixed Electronically – see last page]”  
Executive Director

X “[Signature Affixed Electronically – see last page]”

*For Commonwealth signatures only*



**Approved as to Legality and Form**

“[Signature Affixed Electronically – see last page]”  
Authority Counsel

“[Signature Affixed Electronically – see last page]”  
Office of Attorney General



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

**For**

**Chambersburg Natural Gas Pipeline Extension, Phase 2 – Southwest Area Gas Main Extension**

All prospective bidders who obtained the Bidding Documents electronically must fax this "Receipt of Confirmation" form no later than Thursday, June 11, 2020 at 9:00 a.m. EST to:

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

**The undersigned confirms receipt of all 113 pages of the bidding and contract documents dated May 20, 2020 for the project referenced above as posted electronically at [www.borough.chambersburg.pa.us](http://www.borough.chambersburg.pa.us).**

Name of Company	_____
Name of Recipient	_____
Signature of Recipient	_____
Title of Recipient	_____
Phone No:	_____
Fax No:	_____
E-mail:	_____
Date:	_____