

**SPECIFICATIONS AND CONTRACT DOCUMENTS**

**For**

**FALLING SPRING BRANCH RESTORATION PROJECT**

**FOR**

**THE BOROUGH OF CHAMBERSBURG**

**Issued**

**JANUARY 28, 2021**

**Bids for items covered by these Specifications must be received by the Borough Secretary, 100 South Second Street, Chambersburg, Pennsylvania 17201, before 2:00 P.M., MARCH 2, 2021.**

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

Proposal Submitted By:

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**NOTICE - SEEKING BIDS**  
**FALLING SPRING BRANCH RESTORATION PROJECT**

The Borough of Chambersburg is accepting sealed bids for Falling Spring Branch Restoration Project.

A complete proposal packet may be obtained from Jamia L. Wright, Borough Secretary, Borough of Chambersburg, 100 South Second Street, Chambersburg, PA 17201, Phone: (717) 251-2437 for a \$25.00 non-refundable fee made to the Borough of Chambersburg or by downloading it free from the Borough of Chambersburg Website; [www.borough.chambersburg.pa.us](http://www.borough.chambersburg.pa.us).

The Contract involves the competitive solicitation of work involving obstruction removal and bank rehabilitation of the Falling Spring Branch to include stream restoration activities between Fourth Street and Kennedy Street. The Town Council intends to award the Contract to the overall lowest responsible Bidder, as determined by Town Council to be in the best interest of the Borough of Chambersburg.

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

A pre-bid meeting will be held on **FEBRUARY 18, 2021 at 2:00 P.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, alter, amend or make additions to the wording to any of the Bidding Documents, including but not limited to the Agreement. Unauthorized conditions, exceptions, limitations, or provisions attached to a Bid may be cause for rejection of the Bid. Any questions regarding the Bidding Documents shall be submitted as Requests for Interpretation and the Bidding Documents may only be modified by Addendum issued by the Borough prior to the Bid opening date.

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

Bids will be received at the above address until **2:00 P.M., on MARCH 2, 2021**. Any Bid received after said date and time will be returned unopened. All Bids must be in a sealed envelope clearly marked "Bid for Borough of Chambersburg", bearing the name of the Bidder and "Falling Spring Branch Restoration Project". If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Please mail Bids to Attention: Jamia L. Wright, Borough Secretary

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 regular meeting of the Town Council.

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

## INSTRUCTIONS TO BIDDERS

### FALLING SPRING BRANCH RESTORATION PROJECT

#### 1. Project Overview

The Borough of Chambersburg (the “Borough”) is seeking bids from qualified bidders for the general procurement of: “Falling Spring Branch Restoration Project (the “Work”), as further described in the Specifications herein.

In general, the Contract involves obstruction removal and bank rehabilitation of the Falling Spring Branch to include stream restoration activities between Fourth Street and Kennedy Street. Work should not commence until on or after July 1, 2021 due to in-stream restrictions and as requested by the Pennsylvania Fish and Boat Commission.

Please be advised that this project will partially be funded by a grant from the Department of Community and Economic Development (“DCED”), Commonwealth Financing Authority’s Watershed Restoration and Protection Program (“WRPP”). The winning bidder is required to adhere to all compliance requirements associated with the WRPP funding. Such requirements may be found in the WRPP 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
- Bidder Affidavit
- Non-Collusion Affidavit
- Proposal
- Construction Plan Sheets
- Proposal Bond
- Agreement
- Performance Bond
- Payment Bond
- Public Works Employment Verification Form
- Specifications
- Prevailing Wage Determination
- W-9 Form
- Receipt of Confirmation of Bidding and Contract Documents
- DCED/CFA Nondiscrimination/Sexual Harassment Clause
- DCED/CFA WRPP Contract
- Addenda (if released by Borough)
- Receipt of Addenda (if Addenda is released by the Borough)

#### 3. Copies of Bidding Documents

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

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

The Bidding Documents may also be obtained electronically at [www.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 1:00 P.M. on MARCH 2, 2021 to Jamia Wright at (717) 251-2437.

Complete sets of the Bidding Documents shall be used in preparing the Bid. The Borough does not assume responsibility for any errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

**4. Contractor**

The Successful Bidder will be known as the Contractor. The Successful Bidder to whom a contract is awarded as evidenced by the Agreement will be required to comply with all applicable federal and state laws, rules, regulations, orders and approvals, and all applicable Borough ordinances, rules and regulations.

**5. Qualifications of Bidders**

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

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

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

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

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

- 6.1.1 examine and carefully study these Bidding Documents, including but not limited to any addenda;
- 6.1.2 visit the site and become familiar with and be satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work;
- 6.1.3 consider all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the Work;
- 6.1.4 correlate the information known to Contractor, information and observations obtained from visits to the site, reports, and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents; and
- 6.1.5 promptly notify the Borough of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Bidding Documents.

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

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

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

## **7. Interpretations and Addenda**

Any questions or requests for interpretation of any provision of the Bidding Documents or the Project shall be made to Andrew Stottlemeyer, Storm Sewer System Manager, at 717-251-2434 or [astottlemeyer@chambersburgpa.gov](mailto:astottlemeyer@chambersburgpa.gov) at least five (5) days prior to the submission deadline.

The Borough may issue an Addendum if deemed necessary by the Borough to address or clarify the Bidding Documents prior to the submission deadline. Questions received after five (5) days prior to the 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 prescribed by the Bidding Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

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

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

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

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

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

Contractor shall furnish performance and payment bonds, each in an amount equal to One Hundred Percent (100%) of the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until two years after the date when final payment becomes due or until completion of the correction period, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents.

**9. Liquidated or Other Damages**

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

**10. Substitutions and "Or Equal" Items**

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

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

**11. Public Works Employment Verification Act**

The Contractor shall comply with the Pennsylvania Public Works Employment Verification Act (Act 127 of 2012), as it relates to public works contractors requiring to verify that newly hired employees are authorized to work in the United States, for certain public works contracts estimated to be in excess of One Hundred Thousand Dollars (\$100,000.00). In the event the amount of the bid is in excess of One Hundred Thousand Dollars (\$100,000.00) the Bidder is required to submit a completed Public Works Employment Verification Form to the Borough as a condition of award of the Contract.

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

A pre-bid meeting will be held on **THURSDAY, FEBRUARY 18, 2021 at 2:00 P.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.

## **13. Proposal Form**

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

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

The following should be considered by Bidder with Bid submission:

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

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

North Fourth Street , Chambersburg, PA 17201

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

## **14. Submission of Bids**

Bids shall be submitted no later than the time and place indicated in the Notice. All bids must be in a sealed envelope clearly marked "Bid for Borough of Chambersburg", bearing the name of the Bidder and "Falling Spring Branch Restoration Project". If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Please mail bids to Attention: Jamia L. Wright, Borough Secretary.

The Bidder is solely responsible for delivering Bid to the Borough at the location of, and by the time of, the Bid opening designated in the Notice. 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, alter, amend or make additions to the wording to any of the Biding Documents. Unauthorized conditions, exceptions, limitations, or provisions attached to the bid may be cause for rejection of the bid.** Any questions regarding the Bidding Documents shall be submitted as a request for interpretation and the Bidding Documents may only be modified by Addendum issued by the Borough prior to the Bid opening date.

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

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

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

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

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



**16. Bids to Remain Subject to Acceptance**

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

**17. Award of Contract**

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

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

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

If the Contract is to be awarded, the Borough will give the apparent Successful Bidder a Notice of Intent to Award within the time limits prescribed in Paragraph 16.

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

**18. Signing of Agreement**

When the Borough gives a Notice of Intent to Award to the apparent Successful Bidder, it will be accompanied by three (3) unsigned counterparts each of the Agreement (each with a copy of the Bid submission and, if applicable, a List of Proposed Subcontractors attached), the Payment and Performance Bonds, or other forms of financial security, Affidavit RE Accepting Provisions of the Workmen's Compensation Act, W-9 Form, Public Works Employment Verification Form and any other document requested to be completed by the Borough. Within fifteen (15) days thereafter, apparent Successful Bidder shall sign and deliver to the Borough the three (3) signed counterparts of the Agreement accompanied by the executed Performance and Payment Bonds (with a power-of-attorney certificate attached to each) or other forms of financial security, completed W-9 Form, Affidavit RE Accepting Provisions of the Workmen's Compensation Act, completed Public Works Employment

Verification Form, required insurance certificate(s) and any other document requested to be completed by the Borough. The Notice of Intent to Award may be withdrawn, at the sole and absolute discretion of the Borough, if the apparent Successful Bidder does not execute, and deliver to the Borough the Agreement, together with the required Performance and Payment Bonds, W-9 Form, Public Works Employment Verification Form, Affidavit RE Accepting Provisions of the Workmen's Compensation Act and insurance certificate(s), within fifteen (15) days from the date of the Notice of Intent to Award; Bidder shall be considered in Default, and the full amount of its Bid Bond shall be forfeited.

## **GENERAL TERMS AND CONDITIONS**

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

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

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

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

### **3. Warranty**

Contractor warrants and guarantees to the Borough that all Work will be performed and completed in accordance with the Contract Documents and will not be defective. Contractor shall guarantee workmanship against defects or failures for a period of two (2) years after the completion of the work as evidenced by final payment under Paragraph 5.3 of the Agreement. Neither final payment nor acceptance of the work shall relieve Contractor of responsibility for failure to comply with the Specifications. Contractor shall remedy any defects in his work that shall appear within a period of two (2) years from completion and acceptance, and shall bear the expense of repairing everything that has been destroyed or damaged by such defects.

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

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

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

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

### **5. Assignment**

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

assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

**6. Invoices and Payment**

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

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

**7. Insurance**

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

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

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

WORKMEN'S COMPENSATION

Statutory limit as required by the Commonwealth of Pennsylvania.

BUSINESS AUTOMOBILE

Covering Any Automobile (Symbol I)

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

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

Fire Damage Limit	\$ 50,000
Medical Expense Limit	\$ 5,000

The Borough, its elected officers and employees, shall be named an additional insured on the Contractor's CGL policy. In addition, the following language shall be added to the Contractor's commercial general liability ("CGL") policy:

It is hereby agreed and understood that the Commonwealth Financing Authority, is added to this policy as an additional insured for public liability insurance (including personal injury liability) for at least \$250,000.00 per individual and at least \$1,000,000.00 per occurrence. The Commonwealth Financing Authority is added to this policy as an additional insured specifically for all claims, suits and damages arising out of the construction of the improvements.

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

**8. Indemnification**

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

**9. Taxes**

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

**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 or utilize particular grant funding.

- b. Contractor is subject to the provisions of the Pennsylvania Steel Products Procurement Act of 1978, P.L. 6, as amended. The Act and amendments require that the Contractor use or furnish only steel products (as defined in the Act and amendments) which have been produced in the United States.
- c. Contractor 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 Antbid-Rigging Act, 62 Pa.C.S.A §4501, *et seq.*
- h. Contractor acknowledges and understands that any information received by the Borough may be subject to the Pennsylvania Right to Know Law, 65 P.S. § 67.101 *et seq.*, and the Borough will process any and all request made pursuant to the Pennsylvania Right to Know Law in accordance with the Right to Know Law.

## NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

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

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

EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

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

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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 sixty (60) days of the opening of bids (unless award is delayed by a required approval from a governmental agency, the sale of bonds or notes, or the award of a grant or grants, in which event this Proposal be accepted within one hundred twenty (120) days from the date of Bid opening), he will execute the Contract and furnish any other documents within the time and in the forms and amount required by the Contract and Specifications, and that upon his failure, neglect or refusal to do so, he shall forfeit to the Borough of Chambersburg the Proposal Security, not as a penalty, but as a liquidated damage.
- 

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

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

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

\_\_\_\_\_  
Title

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

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

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

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

**NON-COLLUSION AFFIDAVIT**

Contract/Bid No. \_\_\_\_\_

**State of**        :

**County of**    :

I state that I am, \_\_\_\_\_ of \_\_\_\_\_

(Title)

(Name of Firm)

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

I state that:

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

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

NON-COLLUSION AFFIDAVIT CONTINUED

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

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

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

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

SWORN AND SUBSCRIBED  
BEFORE ME THIS

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

\_\_\_\_\_

Notary Public

My Commission Expires:

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

# PROPOSAL

DATE \_\_\_\_\_

**Project: Falling Spring Branch Restoration Project**

## **ARTICLE 1 - BID RECIPIENT**

1.01 This Bid is submitted to:

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

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

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

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

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

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

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

**ARTICLE 4 - BASIS OF BID**

4.01 Bidder will 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:

<i>SCHEDULE OF PRICES</i>					
ITEM	APPROXIMATE QUANTITIES	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1	LS	MOBILIZATION		
2	1	LS	GENERAL EROSION AND SEDIMENT POLLUTION CONTROL		
3	1	LS	TIMBER MATS		
4	38	LF	SILT CURTAIN		
5	1	LS	CONCRETE REMOVAL		
6	2	EA	LOG FRAMED STONE DEFLECTORS		
7	1	LS	STREAM BANK GRADING		
8	1	LS	VEGETATIVE STABILIZATION		
TOTAL PROJECT COST					

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. Work should not commence until on or after July 1, 2021 due to in-stream restrictions and as requested by the Pennsylvania Fish and Boat Commission.

**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 \_\_\_\_\_

# EROSION AND SEDIMENT CONTROL PLAN

## FOR

# FALLING SPRING BRANCH OBSTRUCTION REMOVAL AND BANK REHABILITATION

## BOROUGH OF CHAMBERSBURG, FRANKLIN COUNTY, PENNSYLVANIA

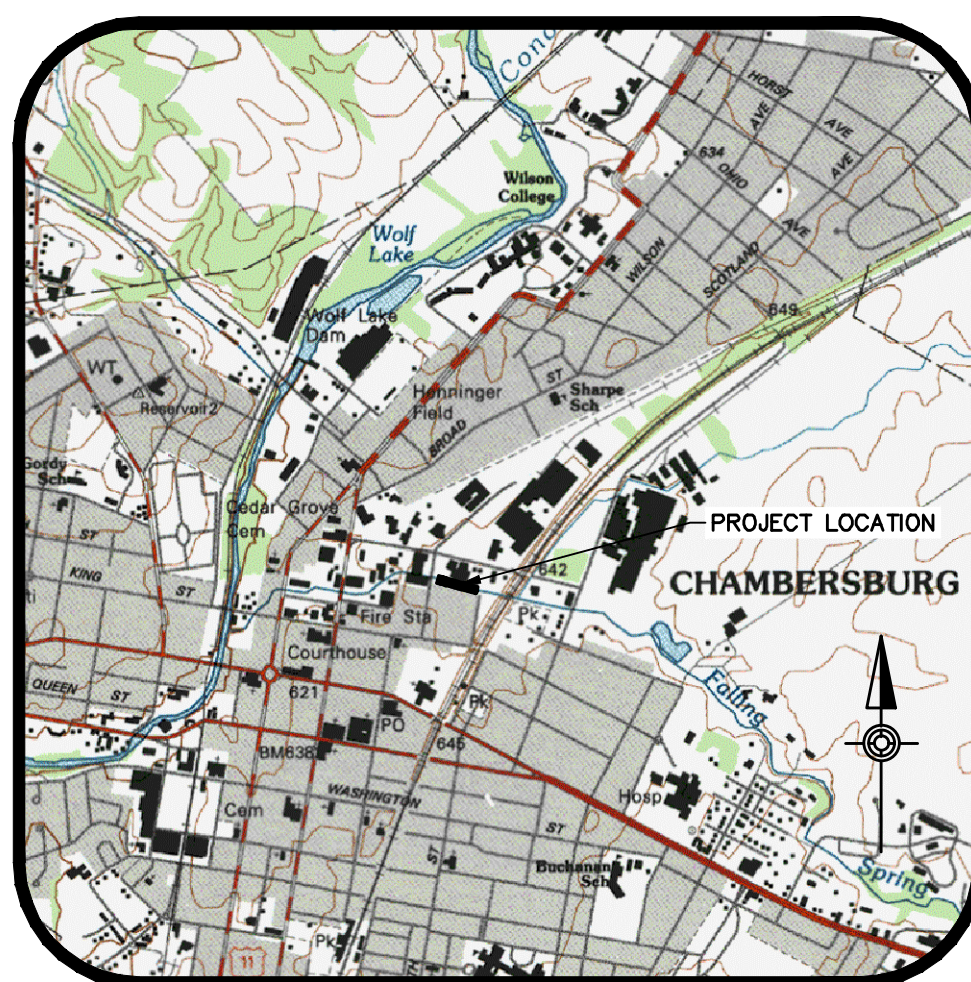
### FEBRUARY 6, 2019

#### PURPOSE OF THIS PLAN

THE PURPOSE OF THIS PLAN IS TO PROVIDE EROSION AND SEDIMENT CONTROL DETAILS AND SPECIFICATIONS FOR REMOVAL OF OBSTRUCTIONS AND BANK REHABILITATION IN FALLING SPRING BRANCH INTENDED TO IMPROVE FLOODING CONDITIONS AFFECTING PORTIONS OF FOURTH STREET AND THE ADJOINING PRIVATE PROPERTIES. THE PROJECT IS LOCATED ALONG THE FALLING SPRING BRANCH, TSF-MF. THE OBSTRUCTION REMOVAL AND BANK REHABILITATION REQUIRE AN AUTHORIZATION OF GENERAL PERMITS (GP-3 & 11) FROM PADEP PRIOR TO CONSTRUCTION. THE PROJECT OWNER SHALL ACQUIRE ALL NECESSARY PADEP PERMITS PURSUANT TO 25 PA. CODE CHAPTER 105.

#### SURVEY NOTES

- TOPOGRAPHY AND EXISTING FEATURES DEPICTED IN THIS PLAN WERE OBTAINED FROM MULTIPLE SOURCES INCLUDING AERIAL AND GROUND-RUN SURVEY PROVIDED BY THE BOROUGH OF CHAMBERSBURG AND IS NOT THE PRODUCT OF A SURVEY BY HERBERT, ROWLAND AND GRUBIC, INC.
- THE PROPERTY BOUNDARIES AND RIGHTS-OF-WAY ARE BASED ON INFORMATION PROVIDED BY THE BOROUGH OF CHAMBERSBURG, ARE APPROXIMATE AND NOT THE RESULT OF A SURVEY BY HERBERT, ROWLAND AND GRUBIC, INC.
- THIS PLAN HORIZONTALLY REFERENCES THE NORTH AMERICAN DATUM OF 1983 (NAD 1983) PENNSYLVANIA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, AND VERTICALLY REFERENCES THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
- THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY BE SUBJECT TO EASEMENTS AND OTHER RESTRICTIONS, EITHER RECORDED OR UNRECORDED. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENT OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE OTHER THAN WHAT IS SHOWN ON THIS PLAN.
- THE LOCATIONS OF UTILITIES AS SHOWN HEREON ARE BASED ON ABOVEGROUND FEATURES, FIELD OBSERVATIONS/SURVEY, AND RECORD DRAWINGS PROVIDED BY THE BOROUGH OF CHAMBERSBURG. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE EXACT LOCATION AND DEPTH OF ALL UTILITY LINES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES IN COMPLIANCE WITH ACT 287 TO VERIFY THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES. A PA ONE CALL WAS PERFORMED PRIOR TO FIELD SURVEYING. SERIAL NO. 20172832173. HERBERT, ROWLAND & GRUBIC, INC. PROVIDES NO CERTIFICATION, EITHER EXPLICITLY OR IMPLICITLY, CONCERNING THE LOCATION, PRESENCE OR ABSENCE OF ANY SUBSURFACE UTILITIES OR STRUCTURES.



**LOCATION MAP**  
SCALE: 1"=2000'

#### INDEX OF DRAWINGS

SHEET NO.	TITLE
1.	COVER SHEET
2.	EROSION AND SEDIMENT CONTROL PLAN

#### PERMITEE

BOROUGH OF CHAMBERSBURG  
100 SOUTH SECOND STREET  
CHAMBERSBURG, PA 17201  
(717)264-5151

#### GENERAL E&S NOTES

- EROSION AND SEDIMENTATION CONTROLS MUST BE CONSTRUCTED, STABILIZED, AND FUNCTIONAL BEFORE GENERAL SITE DISTURBANCE WITHIN THE TRIBUTARY AREAS OF THOSE CONTROLS.
- ENVIRONMENTAL DUE DILIGENCE MUST BE PERFORMED TO DETERMINE IF THE FILL MATERIALS ASSOCIATED WITH THE PROJECT QUALIFY AS CLEAN FILL. ENVIRONMENTAL DUE DILIGENCE IS DEFINED AS: INVESTIGATIVE TECHNIQUES, INCLUDING, BUT NOT LIMITED TO: VISUAL PROPERTY INSPECTIONS, ELECTRONIC DATA BASE SEARCHES, REVIEW OF PROPERTY OWNERSHIP, REVIEW OF PROPERTY USE HISTORY, SANBORN MAPS, ENVIRONMENTAL QUESTIONNAIRES, TRANSACTION SCREENS, ANALYTICAL TESTING, ENVIRONMENTAL ASSESSMENTS OR AUDITS. ANALYTICAL TESTING IS NOT A REQUIRED PART OF DUE DILIGENCE UNLESS VISUAL INSPECTION AND/OR REVIEW OF THE PAST LAND USE OF THE PROPERTY INDICATES THAT THE FILL MAY HAVE BEEN SUBJECTED TO A SPILL OR RELEASE OF A REGULATED SUBSTANCE. IF THE FILL MAY HAVE BEEN AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE, IT MUST BE TESTED TO DETERMINE IF IT QUALIFIES AS CLEAN FILL. TESTING SHOULD BE PERFORMED IN ACCORDANCE WITH APPENDIX A OF THE DEPARTMENT'S POLICY "MANAGEMENT OF CLEAN FILL".
- CLEAN FILL IS DEFINED AS: UNCONTAMINATED, NON-WATER SOLUBLE, NON-DECOMPOSABLE, INERT, SOLID MATERIAL. THE TERM INCLUDES SOIL, ROCK, STONE, DREDGED MATERIAL, USED ASPHALT, AND BRICK, BLOCK OR CONCRETE FROM CONSTRUCTION AND DEMOLITION ACTIVITIES THAT IS SEPARATE FROM OTHER WASTE AND IS RECOGNIZABLE AS SUCH. THE TERM DOES NOT INCLUDE MATERIALS PLACED IN OR ON THE WATERS OF THE COMMONWEALTH UNLESS OTHERWISE AUTHORIZED. (THE TERM "USED ASPHALT" DOES NOT INCLUDE MILLED ASPHALT OR ASPHALT THAT HAS BEEN PROCESSED FOR RE-USE.)
- AFTER FINAL SITE STABILIZATION HAS BEEN ACHIEVED, TEMPORARY EROSION AND SEDIMENTATION CONTROL MUST BE REMOVED. AREAS DISTURBED DURING REMOVAL OF THE CONTROLS MUST BE STABILIZED.
- VEHICLES MAY ONLY ENTER AND EXIT AT THE LOCATION OF APPROVED CONSTRUCTION ENTRANCES.
- STOCK PILE HEIGHTS MUST NOT EXCEED 35 FEET NOR SHALL THE SIDE SLOPES EXCEED 2:1. STOCK PILES SHALL BE LOCATED ON SITE BY THE CONTRACTOR AT LOCATIONS APPROVED BY THE COUNTY CONSERVATION DISTRICT.
- SOIL AND OTHER MATERIAL SHALL NOT BE STOCKPILED IN FLOODWAYS.
- UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMENTATION CONTROLS MUST BE MAINTAINED PROPERLY. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENTATION CONTROLS AFTER EACH STORM EVENT AND ON A WEEKLY BASIS. ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEANOUT, REPAIR, REPLACEMENT, REGRADING, RESEEDING, REMULCHING, AND RENETTING MUST BE PERFORMED IMMEDIATELY.
- SILT SOCK MUST BE INSTALLED PARALLEL TO EXISTING CONTOURS OR CONSTRUCTED LEVEL ALIGNMENTS. ENDS OF SILT SOCK MUST EXTEND 8', TRAVELING UP-SLOPE AT 45° TO THE ALIGNMENT OF THE MAIN SILT SOCK SECTION.
- SEDIMENT MUST BE REMOVED WHERE ACCUMULATIONS REACH ONE-HALF THE ABOVE GROUND HEIGHT OF THE SILT SOCK.
- ANY SILT SOCK THAT HAS BEEN UNDERMINED OR TOPPED MUST BE REPLACED WITH FILTER OUTLETS IMMEDIATELY.
- ALL STORM WATER INLETS MUST BE PROTECTED UNTIL THE TRIBUTARY AREAS ARE STABILIZED. INLETS WHICH DO NOT DISCHARGE TO A SEDIMENT TRAP OR SEDIMENT BASIN MUST BE PROTECTED UNTIL THE TRIBUTARY AREAS ARE STABILIZED.
- SEDIMENT MUST BE REMOVED FROM INLET PROTECTION DEVICES AFTER EACH STORM EVENT. ALL EROSION AND SEDIMENTATION CONTROL MEASURES MUST BE INSPECTED WEEKLY AND AFTER EVERY RUNOFF EVENT.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR THE PROPER CONSTRUCTION, STABILIZATION, AND MAINTENANCE OF ALL EROSION AND SEDIMENTATION CONTROLS AND RELATED ITEMS INCLUDED ON THIS PLAN.
- SHOULD ANY MEASURES CONTAINED WITHIN THIS PLAN PROVE INCAPABLE OF ADEQUATELY REMOVING SEDIMENT FROM ON-SITE FLOWS PRIOR TO DISCHARGE OR STABILIZING THE SURFACES INVOLVED, ADDITIONAL MEASURES MUST BE IMMEDIATELY IMPLEMENTED BY THE CONTRACTOR TO ELIMINATE ALL SUCH PROBLEMS.
- SHOULD UNFORESEEN EROSION CONDITIONS DEVELOP DURING CONSTRUCTION, THE CONTRACTOR SHALL TAKE ACTION TO REMEDY SUCH CONDITIONS AND TO PREVENT DAMAGE TO ADJACENT PROPERTIES AS A RESULT OF INCREASED RUNOFF AND/OR SEDIMENT DISPLACEMENT. STOCKPILES OF WOOD CHIPS, HAY BALES, CRUSHED STONE AND OTHER MULCHES SHALL BE HELD IN READINESS TO DEAL IMMEDIATELY WITH EMERGENCY PROBLEMS OF EROSION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF EXISTING TREES AND SHRUBS TO REMAIN FROM UNNECESSARY DAMAGE.
- A COPY OF THE APPROVED EROSION AND SEDIMENTATION CONTROL PLANS MUST BE POSTED AT THE CONSTRUCTION SITE AT ALL TIMES IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.
- THE CONTRACTOR IS ADVISED TO BECOME THOROUGHLY FAMILIAR WITH THE PROVISIONS OF APPENDIX 64, EROSION CONTROLS AND REGULATIONS, TITLE 25, PART 1, DEPARTMENT OF ENVIRONMENTAL RESOURCES, SUB-PART C, PROTECTION OF NATURAL RESOURCES, ARTICLE III, WATER RESOURCES, CHAPTER 102, EROSION CONTROL.
- THE EROSION AND SEDIMENT CONTROL PLAN IS FOR THE INSTALLATION, MAINTENANCE AND MEASURES TO CONTROL EROSION AND SEDIMENTATION ONLY. REFER TO APPROPRIATE PLAN SHEETS FOR ALL UTILITY, STORMWATER, SITE IMPROVEMENT AND OTHER CONSTRUCTION INFORMATION.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR THE REMOVAL OF ANY EXCESS MATERIAL AND MAKE SURE THE SITE(S) RECEIVING THE EXCESS HAS AN EROSION AND SEDIMENT CONTROL PLAN THAT MEETS THE CONDITIONS OF CHAPTER 102 AND/OR OTHER STATE OR FEDERAL REGULATIONS. THE DISPOSAL SITE SHALL BE LOCATED GREATER THAN 100 FEET FROM ANY WETLAND, LOCATED OUTSIDE THE FLOODPLAIN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE APPROPRIATE CONSERVATION DISTRICT TO ENSURE THAT THE DISPOSAL SITE IS AN APPROVED FACILITY.
- ALL BUILDING MATERIALS AND WASTES MUST BE REMOVED FROM THE SITE AND RECYCLED OR DISPOSED IN ACCORDANCE WITH THE DEPARTMENT'S SOLID WASTE MANAGEMENT REGULATIONS § 25 PA. CODE 260.1 ET. SEQ., § 287.1 ET. SEQ. § 271.1 ET. SEQ. NO BUILDING MATERIAL AND OR WASTES OR UNUSED BUILDING MATERIALS SHALL BE BURIED, DUMPED, OR DISCHARGED AT THE SITE.
- THE CONTRACTOR MUST ENSURE THAT VISUAL SITE INSPECTIONS ARE CONDUCTED WEEKLY AND AFTER EACH PRECIPITATION EVENT BY A QUALIFIED PERSON TRAINED AND EXPERIENCED IN EROSION AND SEDIMENT CONTROL, TO ASCERTAIN THAT THE BMP'S ARE OPERATIONAL AND EFFECTIVE IN PREVENTING POLLUTION TO THE WATERS OF THE COMMONWEALTH.
- IF BMP'S ARE FOUND TO BE INOPERATIVE OR INEFFECTIVE DURING AN INSPECTION, OR ANY OTHER TIME, THE CONTRACTOR SHALL IMMEDIATELY TAKE ALL NECESSARY STEPS TO REDUCE, ELIMINATE AND PREVENT RECURRENCE OF THE PROBLEM.
- THE CONTRACTOR SHALL TAKE ALL REASONABLE STEPS TO MINIMIZE OR PREVENT ANY DISCHARGE IN VIOLATION OF THIS PERMIT WHICH HAS A REASONABLE LIKELIHOOD OF ADVERSELY AFFECTING HUMAN HEALTH OR ENVIRONMENT.
- ALL MUD, DIRT AND DEBRIS TRACKED INTO EXISTING ROADS FROM THESE SITES SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR. WASHING OF SUCH WITH WATER SHALL NOT BE PERMITTED.
- A PRECONSTRUCTION MEETING IS REQUIRED UNLESS THE CONTRACTOR HAS BEEN NOTIFIED OTHERWISE BY THE BOROUGH ENGINEER. THE CONTRACTOR SHALL INVITE THE DEPARTMENT OR CONSERVATION DISTRICT TO ATTEND THE PRECONSTRUCTION MEETING AND PROVIDE AT LEAST 7 DAYS NOTICE OF THE PRECONSTRUCTION MEETING TO ALL INVITED ATTENDEES. THE CONTRACTOR AND ALL OPERATORS, AND LICENSED PROFESSIONALS OR DESIGNEES RESPONSIBLE FOR THE EARTH DISTURBANCE ACTIVITY, INCLUDING IMPLEMENTATION OF E&S PLANS SHALL ATTEND A PRECONSTRUCTION MEETING.

#### PA ONE CALL ACT 287, AS AMENDED



PENNSYLVANIA ACT 287 (1974) AS AMENDED, REQUIRES NOTIFICATION BY EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN THE COMMONWEALTH.  
PA ONE-CALL SERIAL NO. 20183120094 HAS BEEN ASSIGNED TO THIS PROJECT ON 11/08/18.

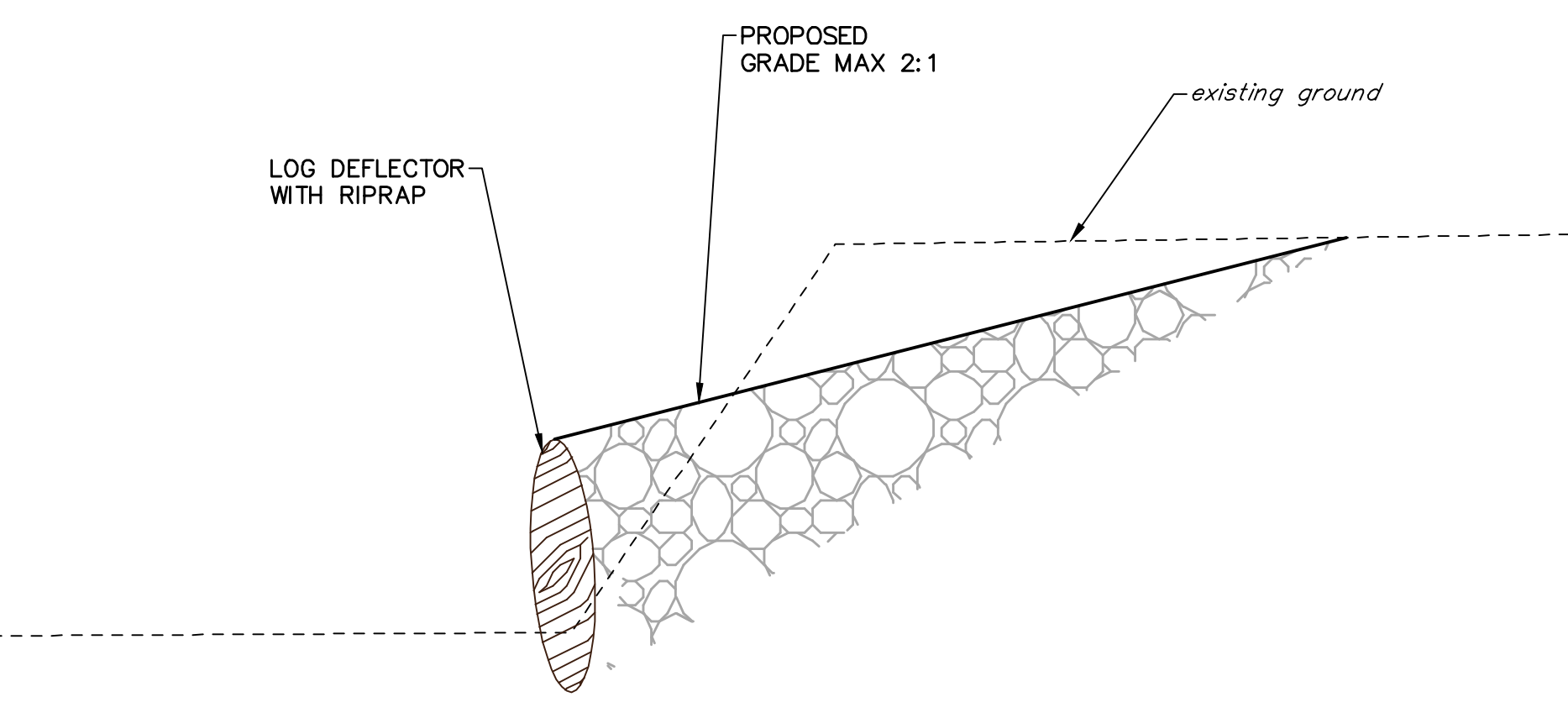
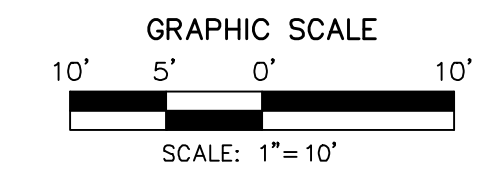
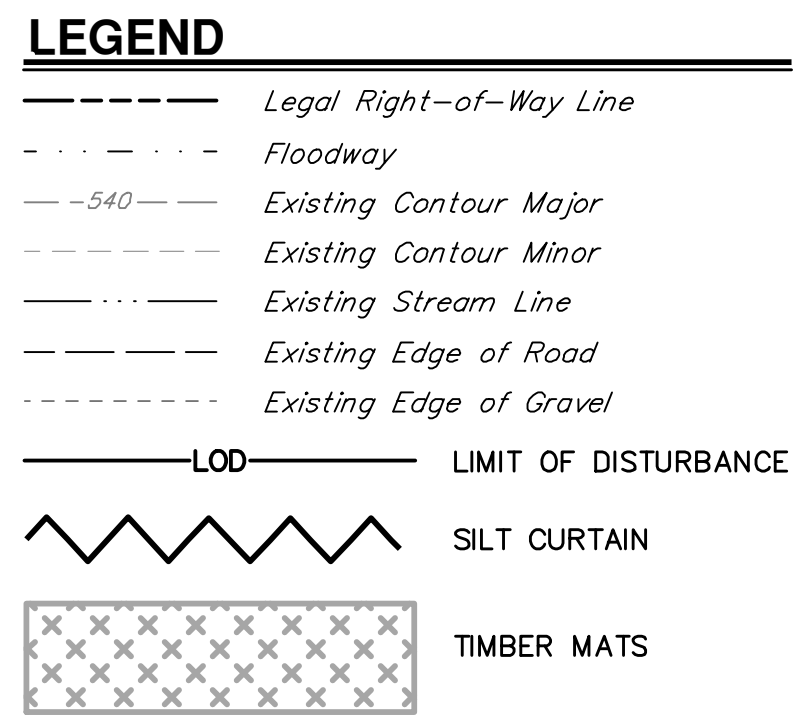
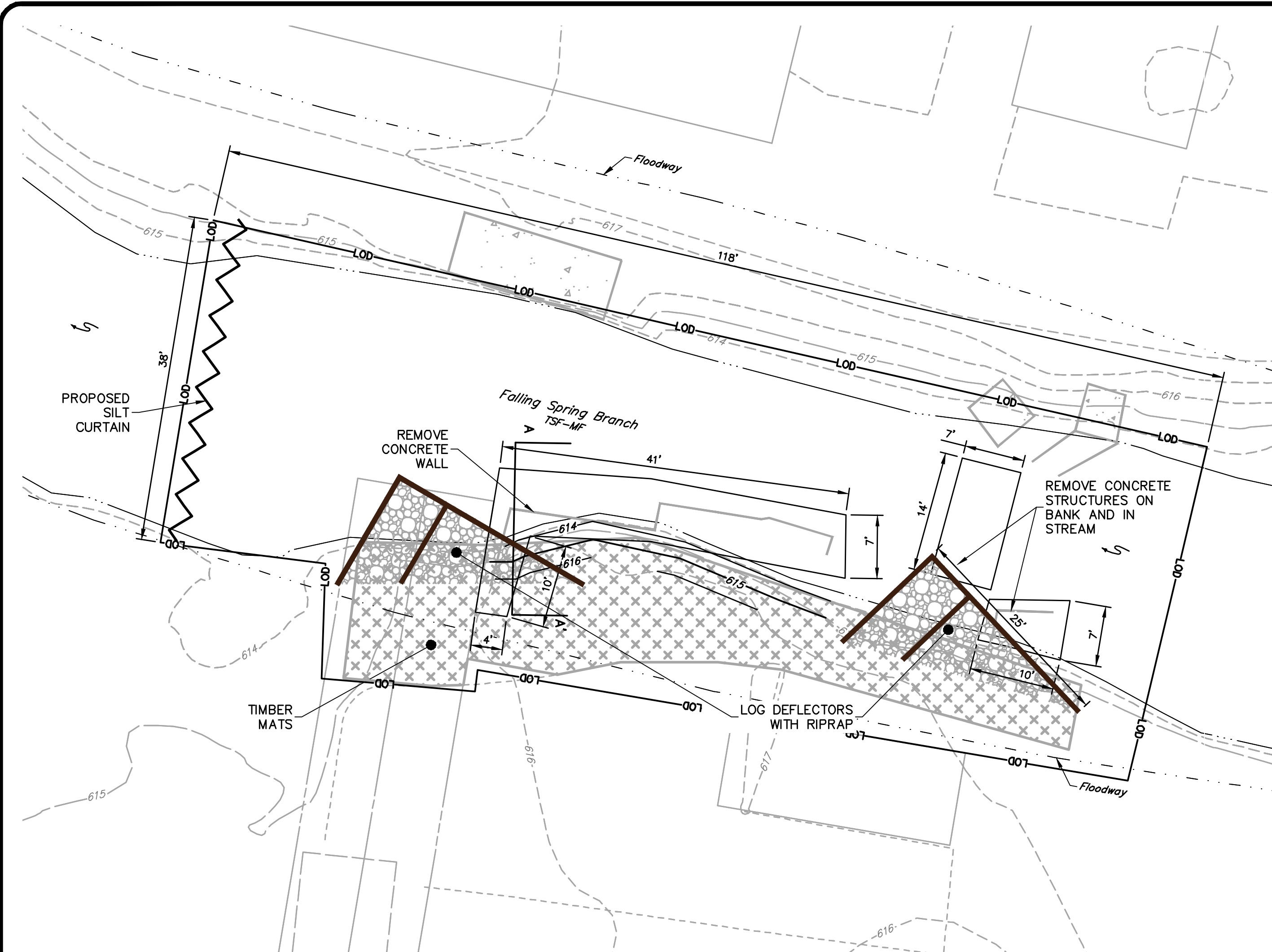
#### PA ONE CALL-UTILITY LIST

WINDSTREAM  
CHAMBERSBURG BOROUGH  
COMCAST CABLE COMMUNICATIONS INC.  
GUILFORD WATER AUTHORITY  
SUMMIT HEALTH  
WEST PENN POWER  
SPRINT NEXTEL  
CENTURYLINK

**HRG**  
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AN EMPLOYEE-OWNED COMPANY

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Chambersburg, PA 17201  
(717) 263-2070  
hrg@hrg-inc.com  
www.hrg-inc.com





**SECTION A-A**  
NOT TO SCALE

**SEQUENCE OF CONSTRUCTION**

1. A COPY OF THE EROSION AND SEDIMENT POLLUTION CONTROL PLAN MUST BE AVAILABLE AT THE PROJECT SITE AT ALL TIMES.
2. ALL EARTH DISTURBANCE SHALL PROCEED IN ACCORDANCE WITH THE FOLLOWING SEQUENCE. EACH STAGE SHALL BE COMPLETED AND IMMEDIATELY STABILIZED BEFORE ANY FOLLOWING STAGE IS INITIATED. CLEARING, GRUBBING AND TOPSOIL STRIPPING SHALL BE LIMITED ONLY TO THOSE AREAS DESCRIBED IN EACH STAGE. TOPSOIL SHALL BE STOCKPILED IN THE AREAS DESIGNATED ON THE PLAN DRAWING AND IMMEDIATELY STABILIZED. ALL AREAS MUST BE STABILIZED IMMEDIATELY UPON REACHING FINAL GRADE.
3. AT LEAST SEVEN (7) DAYS BEFORE STARTING ANY EARTH DISTURBANCE ACTIVITIES, THE CONTRACTOR SHALL INVITE ALL OPERATORS INVOLVED IN THOSE ACTIVITIES, THE LAND OWNER, ALL APPROPRIATE MUNICIPAL OFFICIALS, THE EROSION AND SEDIMENTATION CONTROL PLAN PREPARER, AND REPRESENTATIVES FROM THE FRANKLIN COUNTY CONSERVATION DISTRICT (717-264-5499) TO AN ON-SITE MEETING. ALSO, AT LEAST THREE (3) DAYS BEFORE STARTING ANY EARTH DISTURBANCE ACTIVITIES, ALL CONTRACTORS INVOLVED IN THOSE ACTIVITIES SHALL NOTIFY THE PA ONE-CALL SYSTEM AT 1-800-242-1776 FOR BURIED UTILITIES.
4. IMMEDIATELY UPON DISCOVERING UNFORESEEN CIRCUMSTANCES POSING THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION, THE CONTRACTOR SHALL IMPLEMENT APPROPRIATE BEST MANAGEMENT PRACTICES TO MITIGATE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION.
5. FIELD MARK THE LIMITS OF DISTURBANCE, DELINEATE ALL TEMPORARY CONSTRUCTION ACCESS EASEMENT WITH SAFETY FENCE OR OTHER COMPARABLE HIGH-VISIBILITY ABOVE GRADE MATERIALS.
6. COORDINATE ALL UTILITY CONFLICTS, NECESSARY RELOCATIONS, POLE BRACING, ETC. WITH THE A BOROUGH OF CHAMBERSBURG.
7. INSTALL SILT CURTAIN AT THE DOWNSTREAM LIMIT OF WORK.
8. REMOVE EXISTING CONCRETE STRUCTURES TO SPECIFIED LIMITS AND REPAIR TO PRE-EXISTING CONDITIONS.
9. PERMANENTLY STABILIZE ALL DISTURBED AREAS IN CONFORMANCE WITH THE SEEDING SCHEDULE PROVIDED OR APPLY SOD TO DISTURBED AREAS.
10. WHEN ALL DISTURBED AREAS HAVE ACHIEVED PERMANENT STABILIZATION, THE CONTRACTOR SHALL REMOVE EROSION AND SEDIMENT POLLUTION CONTROL BMP'S. PERMANENT STABILIZATION IS DEFINED AS A MINIMUM UNIFORM 70% PERENNIAL VEGETATIVE COVER OR OTHER NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED SURFACE EROSION AND SUBSURFACE CHARACTERISTICS CAPABLE OF RESISTING FAILURE DUE TO SLUMPING, SLIDING OR OTHER MOVEMENTS.

**STABILIZATION NOTES**

1. UPON FINAL COMPLETION OF AN EARTH DISTURBANCE ACTIVITY OR ANY STAGE OR PHASE OF AN ACTIVITY, THE SITE SHALL IMMEDIATELY HAVE TOPSOIL RESTORED, REPLACED, OR AMENDED, SEEDED, MULCHED OR OTHERWISE PERMANENTLY STABILIZED AND PROTECTED FROM ACCELERATED EROSION AND SEDIMENTATION.
2. E&S BMP'S SHALL BE IMPLEMENTED AND MAINTAINED UNTIL THE PERMANENT STABILIZATION IS COMPLETED. ONCE PERMANENT STABILIZATION HAS BEEN ESTABLISHED, THE TEMPORARY E&S BMP'S SHALL BE REMOVED. ANY AREAS DISTURBED IN THE ACT OF REMOVING TEMPORARY E&S BMP'S SHALL BE PERMANENTLY STABILIZED UPON COMPLETION OF THE TEMPORARY E&S BMP REMOVAL ACTIVITY.
3. FOR AN EARTH DISTURBANCE ACTIVITY OR ANY STAGE OR PHASE OF AN ACTIVITY TO BE CONSIDERED PERMANENTLY STABILIZED, THE DISTURBED AREAS SHALL BE COVERED WITH A MINIMUM UNIFORM 70% PERENNIAL VEGETATIVE COVER, WITH A DENSITY CAPABLE OF RESISTING ACCELERATED EROSION AND SEDIMENTATION OR AN ACCEPTABLE BMP WHICH PERMANENTLY MINIMIZES ACCELERATED EROSION AND SEDIMENTATION.
4. UPON TEMPORARY CESSATION OF AN EARTH DISTURBANCE ACTIVITY OR ANY STAGE OR PHASE OF AN ACTIVITY WHERE A CESSATION OF EARTH DISTURBANCE ACTIVITIES WILL EXCEED 4 DAYS, THE SITE SHALL BE IMMEDIATELY SEEDED, MULCHED, OR OTHERWISE PROTECTED FROM ACCELERATED EROSION AND SEDIMENTATION PENDING FUTURE EARTH DISTURBANCE ACTIVITIES.
5. FOR AN EARTH DISTURBANCE ACTIVITY OR ANY STAGE OR PHASE OF AN ACTIVITY TO BE CONSIDERED TEMPORARILY STABILIZED, THE DISTURBED AREAS SHALL BE COVERED WITH A MINIMUM UNIFORM COVERAGE OF MULCH AND SEED, WITH A DENSITY CAPABLE OF RESISTING ACCELERATED EROSION AND SEDIMENTATION OR AN ACCEPTABLE BMP WHICH TEMPORARILY MINIMIZES ACCELERATED EROSION AND SEDIMENTATION.
6. AN EROSION CONTROL BLANKET WILL BE INSTALLED ON ALL DISTURBED SLOPES STEEPER THAN 3:1, ALL AREAS OF CONCENTRATED FLOWS, AND DISTURBED AREAS WITHIN 50' OF WATERS OF THE COMMONWEALTH.
7. DISTURBED AREAS WHICH ARE NOT AT FINISHED GRADE AND WHICH WILL BE RE-DISTURBED WITHIN 1 YEAR MUST BE STABILIZED IN ACCORDANCE WITH THE TEMPORARY VEGETATIVE STABILIZATION SPECIFICATIONS. DISTURBED AREAS WHICH ARE AT FINAL GRADE OR WHICH WILL NOT BE RE-DISTURBED WITHIN 1 YEAR MUST BE STABILIZED IN ACCORDANCE WITH THE PERMANENT VEGETATIVE STABILIZATION SPECIFICATIONS.

**RECEIVING WATERS OF THE COMMONWEALTH**

ALL RUNOFF FROM THE DISTURBED AREA IS RECEIVED BY THE FALLING SPRING BRANCH, HAVING 25 PA CODE CHAPTER 93 DESIGNATED USES OF TROUT STOCKED FISH AND MIGRATORY FISH (TSF-MF)

**SITE INFORMATION**

LIMIT OF DISTURBANCE = 0.096 ACRES (4,180 SQUARE FEET)

**CARBONATE GEOLOGY AND MITIGATION MEASURES**

SOME AREAS OF THIS SITE MAY BE UNDERLAIN BY LITHIC CARBONATE BEDROCK AT SHALLOW DEPTHS. THE FORMATION OF SINKHOLES IS DISTINCTLY POSSIBLE. THE FORMATION OF SINKHOLES CAN CREATE OPPORTUNITIES FOR GROUNDWATER CONTAMINATION. ANY ROCK ENCOUNTERED DURING CONSTRUCTION SHALL BE OVER-EXCAVATED 24 INCHES BELOW FINISHED GRADE. OVER-EXCAVATED MATERIAL SHALL BE REPLACED WITH 18 INCHES OF EITHER ON-SITE OR IMPORTED USCS CL-ML MATERIAL SURFACED WITH SIX INCHES OF TOPSOIL STABILIZED ACCORDING TO THE SPECIFICATIONS PROVIDED. CONSULTATION WITH A GEOTECHNICAL ENGINEER MAY BE REQUIRED AT THE DISCRETION OF THE OWNER.

IF A SINKHOLE OPENS, THEN IMMEDIATELY DIVERT SURFACE RUNOFF AWAY FROM THE COLLAPSED AREA. NEXT, REFER TO THE SINKHOLE BACKFILL DETAIL PROVIDED ON THESE PLANS, OR CONSULT A GEOTECHNICAL ENGINEER TO DETERMINE AN ACCEPTABLE ALTERNATIVE STABILIZATION METHOD.

**FLOODPLAIN MAPPING**

BASED UPON FEMA MAP NUMBER 42055C0284E, DATED JANUARY 18, 2012, THE PROJECT SITE IS LOCATED IN ZONE AE - AREAS ASSOCIATED WITH FALLING SPRING DETERMINED TO BE INUNDED BY THE 1% ANNUAL CHANCE FLOOD.

**ANTICIPATED CONSTRUCTION WASTE**

ANTICIPATED CONSTRUCTION WASTE MAY INCLUDE VEGETATION, EXCAVATED FILL, CONCRETE AND ROCK.

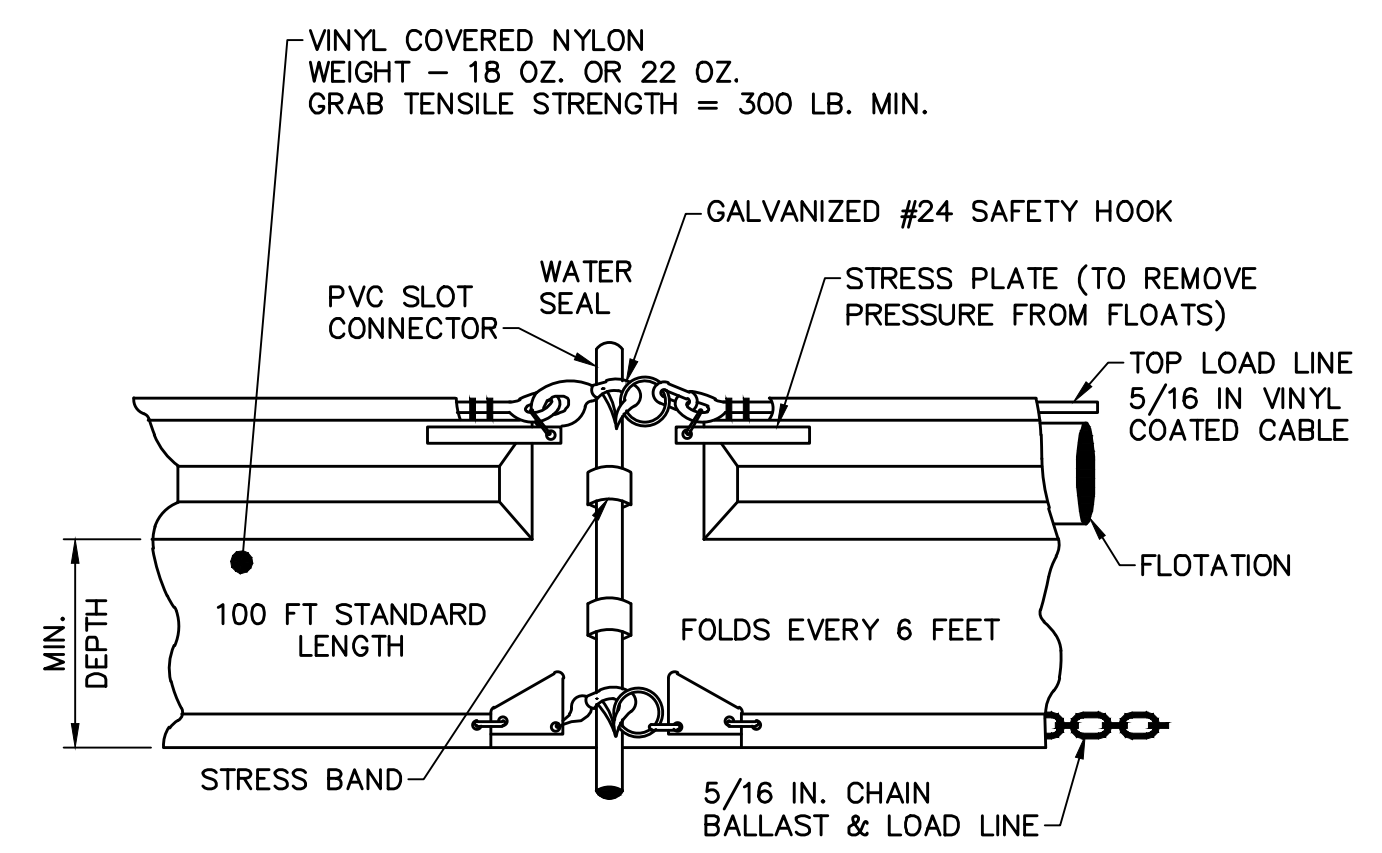
ALL BUILDING MATERIALS AND WASTE SHALL BE REMOVED FROM THE SITE AND RECYCLED OR DISPOSED OF IN ACCORDANCE WITH THE DEPARTMENT'S SOLID WASTE MANAGEMENT REGULATIONS OF 25 PA CODE 260.1 ET SEQ., 271.1 ET SEQ. NO BUILDING MATERIALS OR WASTES OR UNUSED BUILDING MATERIALS SHALL BE BURNED, BURIED, DUMPED, OR DISCHARGED AT THE SITE.

**PROPOSED CHANGES**

ANY FIELD CHANGES SHALL BE SUBMITTED TO THE ENGINEER AND BOROUGH FOR REVIEW AND APPROVAL.

**LAND USE**

HISTORIC (50+ YRS.) LANDUSE FOR THE PROJECT SITE HAS BEEN RESIDENTIAL. CURRENT LANDUSE (< 5 YRS) HAS BEEN RESIDENTIAL. THE EXISTING GROUND COVER IS MAINTAINED LAWN.

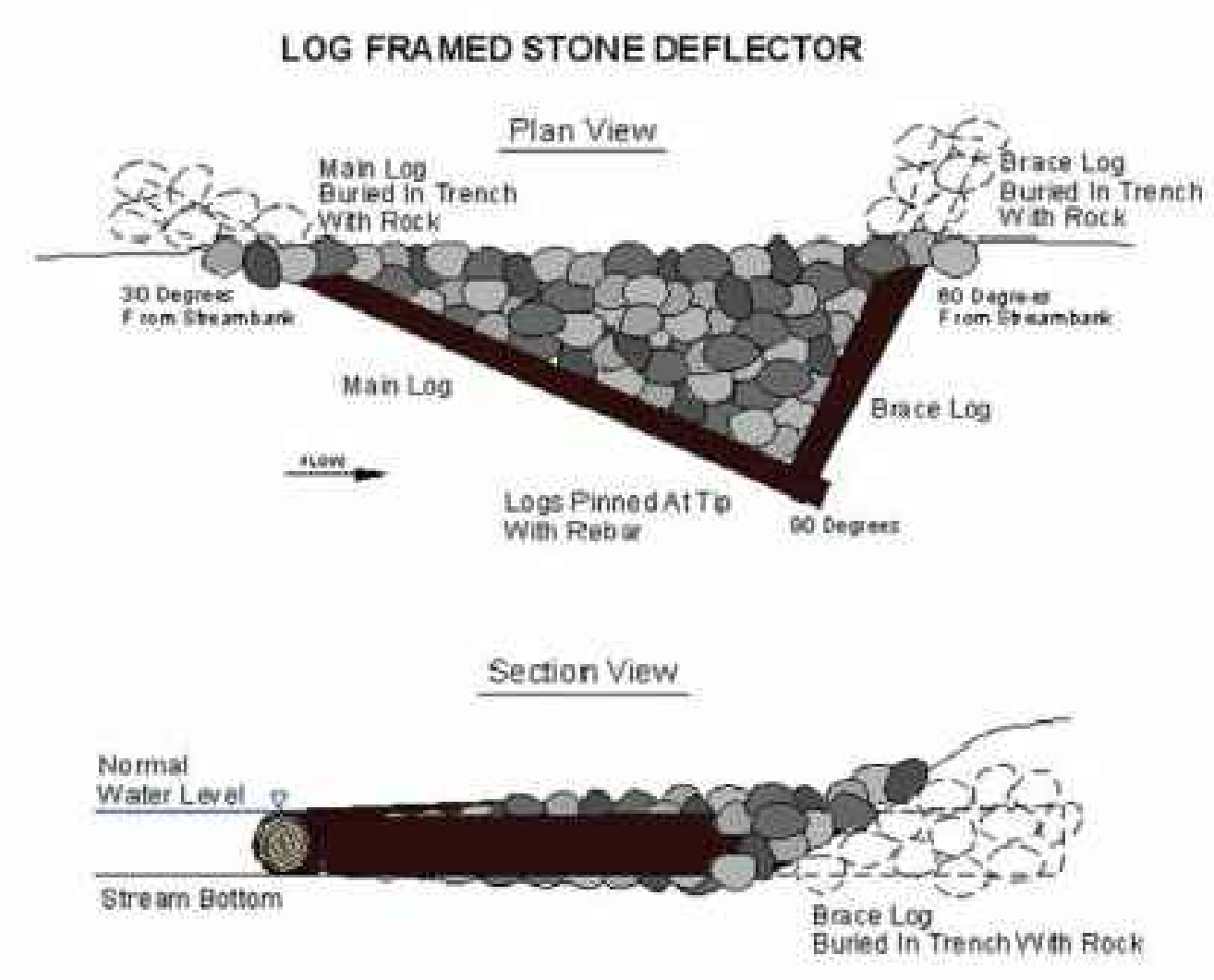


**NOTES:**

1. THE FABRIC SHALL BE RELATIVELY IMPERMEABLE SO AS TO PROVIDE A BARRIER BETWEEN THE CLEAN WATER AND THE SEDIMENT-LADEN WATER.
2. THE CURTAIN SHALL EXTEND THE ENTIRE DEPTH OF THE WATER AND REST ON (OR BE ANCHORED TO) THE BOTTOM. FAILURE TO MAINTAIN CONTACT WITH THE BOTTOM WILL ALLOW SEDIMENT TO MOVE UNDER THE CURTAIN. THE HEIGHT OF THE CURTAIN SHALL BE 20% GREATER THAN THE DEPTH OF THE WATER TO ALLOW FOR FLUCTUATIONS. IN NO INSTANCE SHALL THE CURTAIN HEIGHT EXCEED 12 FEET.
3. THE OVERALL LENGTH OF THE CURTAIN SHALL BE 10 - 20% GREATER THAN THE STRAIGHT-LINE MEASUREMENT OF THE PERIMETER TO FACILITATE INSTALLATION AND REDUCE STRESS CAUSED BY WIND AND/OR WAVES.
4. BOTH ENDS OF THE CURTAIN SHALL BE SECURELY ANCHORED TO THE SHORELINE.
5. AN EXCESSIVE NUMBER OF JOINTS SHALL BE AVOIDED. A MINIMUM CONTINUOUS SPAN OF 50 FEET BETWEEN JOINTS IS RECOMMENDED. FOR STABILITY PURPOSES, THE MAXIMUM SPAN BETWEEN JOINTS SHALL BE 100 FEET.
6. A CURTAIN WITH ONE OR MORE PANELS OF SCREEN FABRIC SHALL BE USED TO ALLOW WATER TO PASS THROUGH THE CURTAIN.
7. FOLLOW THE MANUFACTURER'S GUIDELINES FOR PROPER INSTALLATION. MAKE SURE ALL OBSTACLES, IMPEDIMENTS, AND POTENTIALLY DAMAGING OBJECTS HAVE BEEN REMOVED FROM THE INSTALLATION AREA PRIOR TO BEGINNING THE INSTALLATION. THIS DETAIL ILLUSTRATES A TYPICAL INSTALLATION. HOWEVER, MANUFACTURER'S DETAILS SHALL BE USED FOR ACTUAL INSTALLATION.
8. THE TURBIDITY BARRIER SHALL BE DESIGNED FOR SMALL TO MODERATE CURRENT (< 3.5 FPS) AND SOME WIND AND WAVE ACTION.

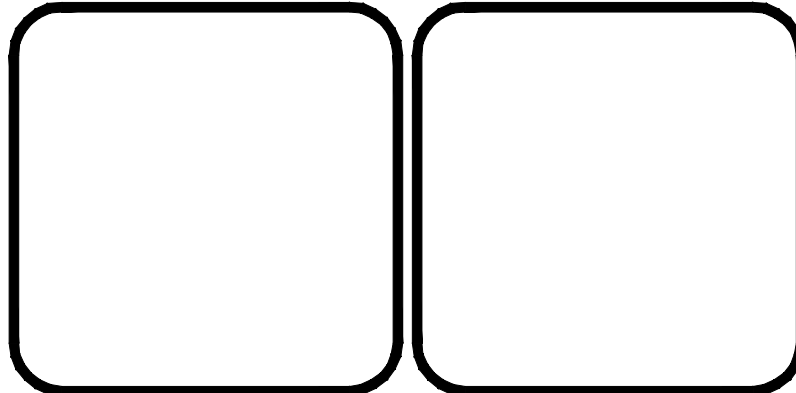
**SILT CURTAIN DETAIL**

NOT TO SCALE



**GENERAL PERMIT PLAN**

NO.	REVISION	DATE	BY



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**BOROUGH OF CHAMBERSBURG**  
100 SOUTH SECOND STREET  
CHAMBERBURG, PA 17201  
(717)264-5151

**EROSION AND SEDIMENT CONTROL PLAN**  
FOR  
**FALLING SPRING BRANCH OBSTRUCTION REMOVAL**  
BOROUGH OF CHAMBERSBURG FRANKLIN COUNTY PENNSYLVANIA

PROJ. MGR. - WMK	DRAWING NO.
DESIGN- JDH	<b>ESC-1</b>
CADD- TLB	SHEET NO.
CHECKED-JDH	<b>2 OF 2</b>
SCALE- AS SHOWN	PROJECT 004061.0430
DATE- 2019.02.06	

## 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

**FALLING SPRING BRANCH RESTORATION  
PROJECT**

Bid Date:

Project Identification:

General Construction

Contract Number and Identification:

BOND

Date:

Amount:

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

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

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

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

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

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

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

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

**(If Bidder is an Individual)**

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

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

Trading and doing business as:

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

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

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

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

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

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

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

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

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

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

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

**(If Bidder is a Corporation)**

Attest:

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

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

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

(Corporate Seal)

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

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

Type or print name below each signature.

**(Corporation Surety)**

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

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

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

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

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

Type or print name below each signature.

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

**END OF PROPOSAL BOND**

## AGREEMENT

**THIS AGREEMENT** (hereinafter, the "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_ 2021 (the "Effective Date") by and between the Borough of Chambersburg, a Municipal Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter the "Borough") and \_\_\_\_\_ (hereinafter the "Contractor").

### WITNESSETH

**WHEREAS**, the Borough has authorized certain items of work in connection with "Specifications and Contract Documents for "Falling Spring Branch Restoration Project" (hereinafter the "Specifications"), as required, all in accordance with said Contract Documents as further defined below, attached hereto and made a part herein; and

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

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

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

**1. Recitals**

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

**2. Contract Documents**

The Contract Documents include the following documents issued under the Specifications: Notice / Advertisement, Instructions to Bidders, General Terms and Conditions, Project Location Map, Non-Discrimination Notice, DCED/CFA Nondiscrimination/Sexual Harassment Clause, Bidder Affidavit, Non-Collusion Affidavit, Proposal, Construction Plan Sheets, Proposal Bond, Receipt of Confirmation of Bidding and Contract Documents (if applicable), any and all Addenda (if applicable), Receipt of Addenda (if applicable), Agreement, Performance Bond, Payment Bond, Public Works Employment Verification Form, Affidavit RE Accepting Provisions of Worker's Compensation Act, Specifications, Prevailing Wage Information, completed W-9 Form and any required attachments or written amendment(s) and Notice to Proceed (hereinafter the "Contract Documents"), which documents are incorporated into this Agreement by reference.

**3. Basis of Agreement**

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

#### 4. Scope of Work

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

**The installation of Falling Spring Branch Restoration Project in the Borough of Chambersburg in accordance with the requirements of the Contract Documents.**

#### 5. Payment

5.1. The Borough shall pay and the Contractor shall receive and accept as full payment for the performance of the Contractor's obligations hereunder, the price(s) stipulated in the Proposal hereto attached and in the manner as specified in the Contract Documents and this Agreement, subject to the retainage provisions set forth in this Section 5. All payments will be processed through the Borough's standard accounts payable system.

##### 5.2. Retainage.

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

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

5.2.3. After the Work is substantially complete, subsequent approved invoices shall be paid, by the Borough, subject to withholding, by the Borough, of an amount equal to one and one-half times the amount required to complete any uncompleted minor items, provided there is no specific cause for greater withholding, as determined by the Borough in its sole and absolute discretion.

5.2.4. In the event that a dispute arises between the Borough and the Contractor, which dispute is based on increased costs incurred by one contractor occasioned by delays or other actions of another contractor, additional retainages in the sum of one and one-half times the amount of any possible liability may be withheld by the Borough in its sole and absolute discretion from the Contractor until such times as a final resolution is agreed to by all parties directly or indirectly involved, unless the contractor causing the additional claim furnishes a Bond

in a form, substance and amount satisfactory to the Borough to indemnify the Borough against the claim.

### 5.3. Final Payment.

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

#### 5.3.2. Application for Final Payment.

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

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

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

5.3.2.3. In lieu of the releases or waivers of Liens specified in Paragraph 5.3.2.2.5. and as approved by the Borough, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the Borough might in any way be responsible, or which might in any way result in liens or other burdens on the Borough's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full; Contractor may furnish a bond or other collateral in a form, substance and amount satisfactory to the Borough to indemnify the Borough against any Lien.



### 5.3.3.Final Payment and Acceptance.

- 5.3.3.1. Upon final completion and acceptance of the Work in accordance with Paragraph 5.3.2, the Borough shall pay the remainder of the Contract Price less the amount of liquidated and/or other damages and the amount of any unresolved claims, which have been filed against the Borough in connection with the Work within thirty (30) days of final completion and acceptance of the Work as provided for herein.

### 5.3.4.Interest.

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

## 6. Contract Times

- 6.1. Term: The term of this Agreement shall begin on the Effective Date and terminate at midnight thirty-five (35) days from date of Notice to Proceed unless terminated or extended at the Borough's sole and absolute option as provided for herein.
- 6.2. Contract Times: All time set forth for completion of milestones (if any), substantial completion (if any), and completion as set forth in the Contract Documents are the essence of this Agreement.
- 6.3. Liquidated Damages: The Borough and Contractor recognize that time is of the essence of this Agreement and that the Borough will suffer financial loss if the Work is not completed within the times specified in Paragraph 6.1 above, plus any extensions thereof. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Borough if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Borough and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Borough Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified in Paragraph 6.1 above.
- 6.4. Additional Damages: In addition to the liquidated damages amount(s) specified above under Paragraph 6.3, Contractor also agrees to reimburse the Borough for all administrative, legal, engineering and construction observations costs, associated with Contractor's failure to meet any of the milestones as set forth herein.
- 6.5. Alternate Damages: The Borough, at its sole option, may waive liquidated damages as provided in Paragraph 6.3 and elect to recover from Contractor the Borough's actual damages for such delay. Actual damages may include, without limitation, any fines or penalties imposed on the Borough by any regulatory body plus all actual damages suffered by the Borough as a result of such delay including, without limitation, loss of revenue, engineering fees and consultants fees, construction observation fees, and legal fees incurred by the Borough as a result of such delay.

## 7. Termination / Suspension

Should the Contractor fail to perform the Work and/or Services to the satisfaction of the Borough or to comply with any of the provisions of the Agreement or the Contract Documents, the Borough may terminate the Agreement and the Contract for cause upon seven (7) days written notice of intent to terminate to Contractor. Contractor's services will not be terminated if the Contractor begins within seven (7) days of receipt of the notice of intent to terminate to correct and cure the deficiencies set forth

in said notice and it proceeds in a diligent manner to cure such deficiencies within no more than fifteen (15) days of receipt of said notice, unless the Borough in its sole and absolute discretion extends such time to cure in writing.

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

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

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

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

## **8. Change Orders**

- 8.1. Any alteration, modification, or deviation from the Contract Price, which shall include the moneys payable by the Borough to the Contractor for completion of the Work, materials and/or Services in accordance with the Contract Documents, and/or Contract Times, which shall include the number of days or dates in the Contract Documents to achieve any and all milestones, Substantial Completion, and completion of the Work and/or Services so that it is ready for final payment as further set forth in the Contract Documents and as further identified in Section 6, must be carried out upon written Change Order signed and dated by both the Borough and the Contractor unless otherwise provided for within this Section 8. Change Orders, when signed and executed by the Contractor and the Borough, shall be made part of this Contract. This written authorization must be provided prior to the commencement of any Additional or Extra Work.
- 8.2. Additional Work, which is defined as work of a type already provided by the Contract and for which the Contract has established a unit price, is generally used to describe work arising when alterations in the work are authorized but do not result in a significant change in the character of the work as required under the original contract. Prices related to Change Orders for Additional Work are processed as adjustments to a contract unit price.
- 8.3. Extra Work is defined as work arising from changes in quantities or alterations in the Work that results in a significant change in the character of the work under contract, or work having no quantity or price included in the Contract that is determined by the Borough to be necessary or desirable to complete the Contract. Prices related to Change Orders for Extra Work shall be proposed by the Contractor and negotiated with the Borough.
- 8.4. The Borough Manager, or designee, has the authority to approve all Field Change Orders, which are necessary for the completion of the Contract and do not exceed ten percent (10%) of the

Proposal price. All other Change Orders are deemed Major Change Orders and shall only be approved by Town Council. The Borough Manager shall make the determination of what is a Field Change Order or Major Change Order.

- 8.5. Contractor shall not be entitled to an increase in the Contract Price or an extension of Contract Times with respect to any work performed that is not required by the Contract Documents except in the case of an emergency, as further discussed in Paragraph 8.9 below.
- 8.6. The Borough shall have sole and absolute discretion to grant a Change Order.
- 8.7. Borough Initiated Change Order. Without invalidating the Contract, the Borough may, at any time or from time to time, order additions, deletions, or revisions in the Work and/or materials by request for Change Order. Upon receipt of any such document, Contractor shall notify the Borough of the entitlement to, if any, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that would result from the Change Order. If a change in Contract Price and/or Contract Time will result, the parties shall agree to such modification in the Change Order. If the parties are unable to agree, the Borough may continue with the Contract as drafted or terminate the Contract.
- 8.8. Contractor Initiated Change Order. Contractor shall promptly notify the Borough with the request for Change Order in the event that the Contractor determines that the following is necessary or desirable: 1) a change of Work and/or Services; or 2) a change of Contract Price or Contract Times. Said request of Change Order shall include the change of work together with any and all modifications to the Agreement including but not limited to changes to the Contract Price and/or Contract Times. The Borough, in its sole and absolute discretion, shall either agree or reject the request for Change Order. In the event that the Borough agrees to the request for Change Order, the parties sign and execute a written Change Order as set forth herein.
- 8.9. Notwithstanding the foregoing, in emergencies affecting the safety or protection of persons or the Work or property at the particular project site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give the Borough prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If the Borough determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Order will be issued.
- 8.10. Contractor shall not be entitled to an adjustment in the Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a sub-contractor or supplier shall be deemed to be delays within the control of Contractor. Contractor shall be entitled to an equitable and reasonable adjustment of Contract Times, but not an increase in a Contract Price, for delays related to Force Majeure, abnormal weather conditions, or other causes not the fault of and beyond the control of the Borough and the Contractor.

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

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

- 9.1. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Contract Documents including any applicable "technical data".
- 9.2. Contractor has visited the site and become familiar with and is satisfied as to the general, local,

and site conditions that may affect cost, progress, performance, and furnishing of the Work.

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

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

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

#### **11. Existing Utilities**

Contractor shall comply with federal, state, and local regulations relating to the requirement to notify utility companies, including any utility owned and operated by the Borough, prior to performing work that has the potential to damage the facilities of such utility companies. Where such utility company facilities are located underground, Contractor shall make arrangements for a utility company

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

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

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

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

### **12.3. Correction Period**

12.3.1. If within two (2) years after the date of completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents), which shall be evidenced by final payment under Paragraph 5, or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by the Borough is found to be defective, Contractor shall promptly, without cost to the Borough and in accordance with the Borough's written instructions:

12.3.1.1.1. repair such defective land or areas; or

12.3.1.1.2. correct such defective Work; or

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

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

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

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

12.3.4. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 12, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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

#### 12.4. Acceptance of Defective Work

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

#### 12.5. The Borough May Correct Defective Work

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

In exercising the rights and remedies under this Paragraph, the Borough shall proceed expeditiously. In connection with such corrective or remedial action, the Borough may exclude Contractor from all or part of the worksite, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the worksite, and incorporate in the Work all materials and equipment stored at the Site or for which the Borough has paid Contractor but which are stored elsewhere. Contractor shall allow the Borough, the Borough's representatives, agents and employees, the Borough's other contractors, access to the Site to enable the Borough to exercise the rights and remedies under this Paragraph 12.

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

claims costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

### **13. Force Majeure**

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

### **14. Non-Discrimination**

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

### **15. Assignment**

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

### **16. Remedies**

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

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

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

### **18. Entire Agreement**

This Agreement contains the entire Agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. No modification, amendment, change or addition to this Agreement shall be binding on the

parties unless reduced in writing mutually agreed to, and signed by the parties authorized representatives.

### **19. Successors and Assigns**

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

### **20. Severability**

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

### **21. Independent Contractors**

Any Work to be performed by the Contractor or its sub-contractors, if any, under this Agreement are provided as independent contractors. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. All persons engaged in any of the Work to be performed pursuant to this Agreement shall at all times and places be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it, its employees, and sub-contractors perform the Work. The Contractor does not have the power or authority to bind the Borough in any promise, agreement, or representation unless expressly provided written agreement to do so. The Contractor also hereby represents and warrants that it and any sub-contractors has and will continue to maintain all licenses and approvals required to conduct its business and to provide the Work as required pursuant to this Agreement.

### **22. Disputes**

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



**23. Effective Date**

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

**24. Counterparts**

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

**(SIGNATURES APPEAR ON THE FOLLOWING PAGE)**

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

**(If Contractor is an Individual)**

---

**Signature of Witness**

---

**Signature of Individual**

**Trading and doing business as:**

---

**Name of Business**

---

**Address of Business**

---

**Date**

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

---

**Name of Partnership**

---

**Address of Partnership**

---

**Signature of Witness**

---

**Signature of Partner**

---

**Signature of Witness**

---

**Signature of Partner**

---

**Signature of Witness**

---

**Signature of Partner**

---

**Date**

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

---

**Name of Company**

---

**Address of Company**

---

**Signature of Witness**

---

**Signature of General Partner / Member**

---

**Signature of Witness**

---

**Signature of General Partner / Member**

---

**Signature of Witness**

---

**Signature of General Partner / Member**

---

**Date**

**(If Contractor is a Corporation)**

**Attest:**

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

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

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

**(Corporate Seal)**

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

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

\_\_\_\_\_  
**Date**

**Attest:**

**BOROUGH OF CHAMBERSBURG**

**100 South 2<sup>nd</sup> Street  
Chambersburg, PA 17201**

\_\_\_\_\_  
**Jamia L. Wright**

\_\_\_\_\_  
**Alice C. Elia**

**Borough Secretary**

**President of Town Council**

\_\_\_\_\_  
**Date**

**END OF AGREEMENT**

## PERFORMANCE BOND

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

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

### AGREEMENT

Amount:

Project Identification

**Falling Spring Branch Restoration Project**

Contract Identification:

**Falling Spring Branch Restoration Project**

### 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:                    **Falling Spring Branch Restoration Project**

Contract Identification:                    **Falling Spring Branch Restoration Project**

### 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)**

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Signature of Witness

---

Signature of Individual

Trading and doing business as:

---

Name of Business

---

Address of Business

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

---

Name of Partnership

---

Address of Partnership

---

Signature of Witness

---

Signature of Partner

---

Signature of Witness

---

Signature of Partner

---

Signature of Witness

---

Signature of Partner

**(If Contractor is a Corporation)**

ATTEST:

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

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

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

(CORPORATE SEAL)

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

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

Type or print name below each signature.

**(Corporation Surety)**

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

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

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

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

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

Type or print name below each signature.

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

**END OF PAYMENT BOND**



COMMONWEALTH OF PENNSYLVANIA

**PUBLIC WORKS EMPLOYMENT VERIFICATION FORM**

Date \_\_\_\_\_

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

Address \_\_\_\_\_

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

Contractor  Subcontractor (check one)

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

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

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

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

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

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

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

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



# TECHNICAL SPECIFICATIONS

## Falling Spring Branch Obstruction Removal and Bank Rehabilitation Project

### Item No. 1: MOBILIZATION

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In accordance with PennDOT Pub. 408: Section 608.

Work generally includes:

- Assembling and setting up for the project, the Contractor's necessary general plant, including Contractor's offices, signs, shops, storage areas, sanitary and any other facilities, as required by the Contract Documents.
- Site photography and documentation of existing conditions and project progress.
- Compliance with local and State law and regulations.
- Project Management which includes all administrative requirements associated with completion of the Work for the project as described in the General Conditions and Division 1 of the Project Manual. Project Management shall also include Contractor's overhead costs, such as bonding and insurance.
- Coordination with utilities to locate their infrastructure at the project site for relocations/adjustments as indicated on the construction drawings or as necessary to complete the work. Coordination with the utility includes notification to the utility and Engineer at the start of work or upon discovery of any conflict, work order filing with the utility, scheduling the relocations with the utility in conjunction with Contractors schedule, aiding the utility in the layout of the work to be completed, payment (if required) to the utility as required to complete the work, and managing the utility relocation/adjustments until the work is completed.
- Documenting existing pavement markings.
- Temporarily relocating private signs and mailboxes that conflict with access to the work to be performed. Permanent restoration of such items upon completion of construction in the affected areas.
- Temporarily removing and resetting of regulatory Type B traffic signs that conflict with access to the work to be performed. Removal of sign to be in accordance with PennDOT Publication 408, Section 931. Regulatory signs must be reset prior to opening any roadway to traffic. All post-mounted Type B signs shall be permanently reset upon completion of work per PennDOT Publication 408, Section 941.
- Preparing the site for construction including coordination with residents such as notifying adjacent property owners of impending construction activities.

Measurement – Lump Sum (LS).

Payment – 50% upon initial application for payment provided that the individual site has been occupied by the Contractor and other work herein has commenced, 10% each month thereafter up to 80%. 20% upon application for final payment.

## Item No. 2: GENERAL EROSION AND SEDIMENT POLLUTION CONTROL

---

In accordance with PennDOT Pub. 408: Section 867, Pa. Code Title 25, Chapter 102, Pa DEP Erosion and Sedimentation Pollution Control Program Manual (Latest Edition), County Erosion Control Manual (Latest Edition), the Erosion and Sedimentation Pollution Control Plans.

Work generally includes:

- All Erosion and Sedimentation Pollution Controls (ESPC) not specifically listed on the Bid Form.
- Furnishing, installing and maintaining ESPC items meeting the requirements of the PA DEP Erosion and Sediment Pollution Control Program Manual and other regulatory agencies.
- Maintenance of all ESPC's for the duration of the project.
- Removal of ESPC's when all areas have been stabilized in compliance with the referenced laws, standards, regulations, and plans.
- Any pumps utilized shall be of adequate size to maintain dry working conditions.
- Any other erosion control measures or modifications required to control sediment in accordance with PA DEP Erosion and Sediment Pollution Control Program Manual or as directed by the County Conservation District through ESPC maintenance inspections.

Measurement – Lump Sum (LS)

Payment – 10% each month up to 50% of Total Bid sum. 50% at time of removal and site restoration.

## Item No. 3: TIMBER MATS

---

In accordance with PennDOT Pub. 408: Section 867, Pa. Code Title 25, Chapter 102, Pa DEP Erosion and Sedimentation Pollution Control Program Manual (Latest Edition), County Erosion Control Manual (Latest Edition), the Erosion and Sedimentation Pollution Control Plans.

Work generally includes:

- Providing, installing, and maintaining timber mats suitable to protect the stream bank by supporting the equipment necessary to perform the excavation activities.
- Mats shall be of adequate size and type to maintain a stable work zone.
- Removing the timber mats from the site at the conclusion of the work.

Measurement and Payment – Lump Sum (LS).

#### **Item No. 4: SILT CURTAIN**

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In accordance with PennDOT Pub. 408: Section 867, Pa. Code Title 25, Chapter 102, Pa DEP Erosion and Sedimentation Pollution Control Program Manual (Latest Edition), County Erosion Control Manual (Latest Edition), the Erosion and Sedimentation Pollution Control Plans.

Work generally includes:

- Furnishing, installing, and maintaining silt curtain as shown on the plan and as per the manufacturer's specifications.
- Removing silt curtain from the site at the conclusion of the work and lawfully disposing of the silt curtain.

Measurement – Linear Feet (LF).

Payment - 50% upon installation. 50% upon removal and disposal.

#### **Item No. 5: CONCRETE REMOVAL**

---

In accordance with PennDOT Pub. 408: Section 203.

Work generally includes:

- Excavating existing concrete walls and structures to the limits shown on the drawings.
- Removing the excavated material from the site and lawfully disposing the material at a permitted off-site location. The contractor will be permitted to dispose of clean material, including clean concrete debris at the Borough's fill site located at 725 Hollywell Avenue, Chambersburg, PA 17201.
- Backfilling any voids or depressions with native streambed material upon structure removal.

Measurement and Payment – Lump Sum (LS).

#### **Item No. 6: LOG FRAMED STONE DEFLECTORS**

---

Work generally includes:

- Excavation required to install log framed stone deflectors as indicated on Plan Drawings.
- Removal and proper disposal of surplus material.
- Furnishing, placement, and anchoring of log framed stone deflectors to the size indicated on the plan.
- Furnishing, placement, final grade of Rip-Rap stone within the framed deflectors.

Measurement and Payment – Each (EA).

## Item No. 7: STREAM BANK GRADING

---

Work generally includes:

- Excavation and grading of the stream bank to the proposed contours shown on the Plan Drawings.
- Removal and lawful disposal of surplus material. The contractor will be permitted to dispose of clean material at the Borough's fill site located at 725 Hollywell Avenue, Chambersburg, PA 17201.
- 

Measurement – Lump Sum (LS).

Payment - 50% upon final grade establishment. 50% upon stabilization.

## Item No. 8: VEGETATIVE STABILIZATION

---

In accordance with PennDOT Pub. 408: Section 804.

Work generally includes:

- All disturbed areas shall be mechanically scarified to loosen the soil surface.
- Installation of erosion control matting to ALL disturbed areas to be vegetated.
- Restoring disturbed areas by furnishing and applying PennDOT Type B seed and ensuring that a permanent vegetative stabilization is achieved.
- If permanent seeding cannot be applied within 3 days of the disturbance occurring or is not allowed by the seasonal limitations of the permanent seed, furnish and place Formula E seed and mulch in the accordance with the Seeding Schedule as shown on the Plan Drawings.

Measurement – Lump Sum (LS).

Payment – 50% of Lump Sum bid amount will be paid after all seeding and soil supplements are applied. Remainder of Lump Sum bid amount will be paid after the seeded area is permanently stabilized with the specified seeding mix. Permanent Stabilization is defined as uniform 70% vegetated coverage capable of withstanding erosion.

**COMMONWEALTH OF PENNSYLVANIA  
COMMONWEALTH FINANCING AUTHORITY**

**WATERSHED RESTORATION AND PROTECTION 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

**CHAMBERSBURG BOROUGH  
100 South Second Street  
Chambersburg PA 17201**

(the "Grantee").

**BACKGROUND:**

Section 2315(a.1)(1)(vi) of the Act of February 14, 2012 (P.L. 87, No. 13) (58 Pa.C.S. §2315), referred to by the Authority as Act 13, authorizes the Commonwealth Financing Authority to award grants to eligible applicants for watershed programs and related projects.

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 **SIXTY FIVE THOUSAND DOLLARS (\$65,000.00) 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, 2022**, 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 **SEPTEMBER 17, 2019** and **JUNE 30, 2022** (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) Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable

federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.

- (4) Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- (5) 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.
- (6) 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.
- (7) 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.

- (8) 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.
- (9) 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.
- (10) 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.

(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 if 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:

**CHAMBERSBURG BOROUGH**

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



COMMONWEALTH OF PENNSYLVANIA  
COMMONWEALTH FINANCING AUTHORITY

September 25, 2019

Heath E. Talheim, President of Council  
Chambersburg Borough  
100 South Second Street  
Chambersburg, PA 17201

Re: Watershed Restoration and Protection Program  
(WRPP)  
Grant \$65,000  
Fall Spring Branch Restoration Project

Dear Mr. Talheim:

I am pleased to inform Chambersburg Borough (*the "Applicant"*) that the Commonwealth Financing Authority (*the "CFA"*), at its meeting held September 17, 2019, approved your application (*the "Application"*) for a grant in an amount up to SIXTY-FIVE THOUSAND DOLLARS (\$65,000) (*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 85% of the total project cost.

The grant will be used by the Applicant for construction costs associated with restoration efforts along Falling Spring Branch Creek between Fourth Street and Kennedy Street (*the "Project"*) at the property located in Chambersburg Borough, Franklin County, Pennsylvania. The following conditions shall apply to the Grant award:

1. The Applicant must provide the CFA with copies of all executed contracts for all Project-related work to be performed. All contracts must contain the nondiscrimination/sexual harassment provision as set forth in the Grant Agreement and a certificate of insurance.
2. Prevailing wage requirements are generally applicable to projects using grant funds toward construction, demolition, reconstruction, alteration, 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) 787-0606. Please refer to Exhibit A of this commitment letter for further information regarding the Pennsylvania Prevailing Wage Act.
3. The Applicant must provide the CFA with copies of all approved permits, if applicable.
4. 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.
5. Compliance with the program guidelines.

APPENDIX A & B  
Contract # C000072613  
Page 1 of 5

6. The Applicant is responsible for seeking competitive bids for all work conducted with the Grant funds. In addition, the Applicant must comply with all applicable federal, state and local laws and regulations dealing with bidding and procurement.
7. 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.
8. The Applicant may not make or authorize any substantial change in an approved project without first obtaining the consent of the CFA in writing.
9. 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.
10. The Project must be completed prior to the expiration of the grant agreement.
11. This commitment is contingent upon the availability of funds for the program identified on page one of this commitment letter, which program was established under the Act of February 14, 2012 (P.L. 87, No. 13) (58 Pa.C.S. §2315) and upon the balance of the financing being finalized as outlined in your Application.
12. The Applicant will be required to submit two copies of the Final Report prepared with the assistance of Grant funds to the CFA before final payment of the Grant is made. 10% of the Grant award will be withheld until receipt of the Final Report. This Final Report will outline the activities that took place during the project; what facilities were installed; locational data including latitude, longitude and county; total costs for the project; a description of the water quality improvements that resulted from the implementation of the project; and a list of federal programs and/or agencies committing funds to assist with installing the BMP.
13. Disbursement of grant funds will be contingent upon receipt of Landowner-Grantee Agreement, if applicable.

Exhibit B further describes the procedure to access the Grant funds after all of the necessary conditions are met.

If you should have any questions regarding this Grant, please contact the Office of Business Financing at (717) 787-6245.

Sincerely,



Scott D. Dunkelberger  
Executive Director

## **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 (717-787-0606) 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 [www.dli.state.pa.us/laborlaw](http://www.dli.state.pa.us/laborlaw). From that webpage, click the links to Prevailing Wage or Prevailing Wage Act. You will see a link for "Online Prevailing Wage Application & Rate Search." Follow that link to Prevailing Wage Rates Determination Request Form to submit the request electronically or print Prevailing Wage Rates Determination Request Form to submit by mail or fax.

Information on applying for prevailing wage rates can be found at:

<http://www.dli.pa.gov/Individuals/Labor-Management-Relations/lc/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**

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.

#### **Payment of Funds**

Submit to the CFA all executed construction contracts, invoices, and any other applicable documents related to the Project. All contracts must include the nondiscrimination/sexual harassment provision as set forth in the Grant Agreement and any other documents required in the Grant Award Letter.

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. Grant funds will not be disbursed until the CFA receives copies of all required permit approvals.

The Applicant will provide a payment request form requesting reimbursement of any eligible costs after the receipt of the fully executed grant agreement. Funds will be disbursed at 85% of actual approved costs incurred.

The Applicant should continue to submit payment requests. Each subsequent payment request must be accompanied by invoices verifying costs incurred. Final 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.

**NOTE:** Fees for securing other financing, as well as interest charges on borrowed funds, are not eligible for reimbursement.

## **FINAL INSTRUCTIONS**

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

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

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

Telephone: (717) 787-6245

Contract: C000072613 - Signature Log

	<b><u>Date</u></b>	<b><u>Name</u></b>	<b><u>Title</u></b>
Grantee	10/11/2019	Alice Elia	Vice President of Town Council
Grantee	10/11/2019	Heath Talhelm	President of Town Council
Chief Counsel	10/15/2019	Busch, Jill	CWOPA Employee
Executive	12/18/2019	Dunkelberger, Scott	CWOPA Employee
OAG	01/08/2020	David E. Stover	OAG



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

Project Name:	Falling Spring Branch Restoration Project
Awarding Agency:	Borough of Chambersburg
Contract Award Date:	3/8/2021
Serial Number:	21-00651
Project Classification:	Heavy/Highway
Determination Date:	1/27/2021
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: 21-00651 - 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	6/29/2020		\$34.80	\$28.01	\$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
Boilermakers	1/1/2021		\$49.32	\$34.90	\$84.22
Bricklayer (Pointer, Cleaner, Caulker, Cement Mason, Plasterer, Tile Setter)	5/1/2018		\$28.15	\$22.45	\$50.60
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2017		\$32.54	\$16.06	\$48.60
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2018		\$32.95	\$16.45	\$49.40
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2019		\$33.43	\$16.87	\$50.30
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/3/2020		\$33.99	\$17.31	\$51.30
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2021		\$34.62	\$17.78	\$52.40
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2018		\$28.51	\$15.27	\$43.78
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2019		\$29.11	\$15.92	\$45.03
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2020		\$29.93	\$16.39	\$46.32
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2021		\$30.77	\$16.89	\$47.66
Carpenters	6/1/2017		\$27.93	\$14.79	\$42.72
Cement Finishers	5/1/2017		\$27.20	\$22.45	\$49.65
Cement Masons	5/1/2019		\$29.05	\$22.50	\$51.55
Cement Masons	5/1/2020		\$29.85	\$22.70	\$52.55
Dockbuilder, Pile Drivers	1/1/2016		\$32.03	\$17.53	\$49.56
Drywall Finisher	5/1/2017		\$23.30	\$12.39	\$35.69
Drywall Finisher	5/1/2019		\$23.82	\$14.27	\$38.09
Drywall Finisher	5/1/2020		\$23.94	\$15.30	\$39.24
Electricians	6/1/2017		\$30.00	\$23.06	\$53.06
Electricians	6/1/2018		\$30.60	\$23.63	\$54.23
Electricians	6/1/2019		\$31.60	\$24.37	\$55.97
Electricians	6/1/2020		\$32.50	\$25.20	\$57.70
Electricians	6/1/2021		\$32.50	\$26.90	\$59.40
Elevator Constructor	1/1/2017		\$43.98	\$31.89	\$75.87

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

<b>Project: 21-00651 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Elevator Constructor	1/1/2018		\$45.35	\$33.00	\$78.35
Elevator Constructor	1/1/2020		\$48.33	\$39.11	\$87.44
Elevator Mechanic	1/1/2019		\$46.80	\$34.13	\$80.93
Elevator Mechanic	1/1/2021		\$49.95	\$40.35	\$90.30
Glazier	5/1/2017		\$25.63	\$11.45	\$37.08
Glazier	5/1/2018		\$25.63	\$11.95	\$37.58
Glazier	5/1/2019		\$25.63	\$12.45	\$38.08
Glazier	5/1/2020		\$25.63	\$12.95	\$38.58
Glazier	5/1/2021		\$25.63	\$13.45	\$39.08
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	1/1/2017		\$30.02	\$29.42	\$59.44
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2020		\$33.76	\$30.13	\$63.89
Iron Workers	7/1/2019		\$32.76	\$29.88	\$62.64
Laborers (Class 01 - See notes)	1/1/2018		\$18.47	\$16.49	\$34.96
Laborers (Class 01 - See notes)	1/1/2019		\$19.47	\$17.29	\$36.76
Laborers (Class 01 - See notes)	1/1/2020		\$20.47	\$17.29	\$37.76
Laborers (Class 01 - See notes)	1/1/2021		\$21.47	\$17.29	\$38.76
Laborers (Class 02 - See notes)	1/1/2018		\$18.62	\$16.49	\$35.11
Laborers (Class 02 - See notes)	1/1/2020		\$21.22	\$17.29	\$38.51
Laborers (Class 02 - See notes)	1/1/2021		\$22.22	\$17.29	\$39.51
Laborers (Class 02 - see notes)	1/1/2019		\$20.22	\$17.29	\$37.51
Laborers (Class 03 - See notes)	1/1/2018		\$18.72	\$16.49	\$35.21
Laborers (Class 03 - See notes)	1/1/2019		\$20.32	\$17.29	\$37.61
Laborers (Class 03 - See notes)	1/1/2020		\$21.32	\$17.29	\$38.61
Laborers (Class 03 - See notes)	1/1/2021		\$22.32	\$17.29	\$39.61
Laborers (Class 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
Laborers (Class 04 - See notes)	1/1/2021		\$20.47	\$17.29	\$37.76
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

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

<b>Project: 21-00651 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Operators (Class 01 - see notes)	7/1/2017		\$30.17	\$17.42	\$47.59
Operators (Class 01 - see notes)	7/1/2018		\$30.72	\$18.12	\$48.84
Operators (Class 01 - see notes)	7/1/2019		\$31.27	\$18.82	\$50.09
Operators (Class 01 - see notes)	7/1/2020		\$31.87	\$19.57	\$51.44
Operators (Class 01 - see notes)	7/1/2021		\$32.47	\$20.32	\$52.79
Operators (Class 02 -see notes)	7/1/2017		\$26.45	\$17.42	\$43.87
Operators (Class 02 -see notes)	7/1/2018		\$26.75	\$18.12	\$44.87
Operators (Class 02 -see notes)	7/1/2019		\$27.05	\$18.82	\$45.87
Operators (Class 02 -see notes)	7/1/2020		\$27.45	\$19.57	\$47.02
Operators (Class 02 -see notes)	7/1/2021		\$27.85	\$20.32	\$48.17
Operators (Class 03 - See notes)	7/1/2017		\$25.30	\$17.42	\$42.72
Operators (Class 03 - See notes)	7/1/2018		\$25.50	\$18.12	\$43.62
Operators (Class 03 - See notes)	7/1/2019		\$25.70	\$18.82	\$44.52
Operators (Class 03 - See notes)	7/1/2020		\$26.00	\$19.57	\$45.57
Operators (Class 03 - See notes)	7/1/2021		\$26.30	\$20.32	\$46.62
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2016		\$23.65	\$16.77	\$40.42
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2016		\$22.65	\$16.77	\$39.42
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2016		\$22.20	\$16.77	\$38.97
Painters Class 1 (see notes)	5/1/2017		\$23.47	\$13.32	\$36.79
Painters Class 1 (see notes)	5/1/2018		\$23.92	\$14.37	\$38.29
Painters Class 1 (see notes)	5/1/2019		\$24.57	\$15.22	\$39.79
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

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

<b>Project: 21-00651 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
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
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		\$37.26	\$38.97	\$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
Sprinklerfitters	4/1/2020		\$38.90	\$26.42	\$65.32
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		\$28.96	\$14.79	\$43.75
Tile & Marble Finisher	5/1/2020		\$29.00	\$14.75	\$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

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

<b>Project: 21-00651 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Tile Setter	5/1/2020		\$31.02	\$16.87	\$47.89
Tile Setter	5/1/2020		\$31.02	\$16.87	\$47.89
Tile Setter	5/1/2021		\$31.55	\$17.34	\$48.89
Truckdriver class 1(see notes)	1/1/2016		\$27.44	\$16.51	\$43.95
Truckdriver class 1(see notes)	1/1/2020		\$29.79	\$20.13	\$49.92
Truckdriver class 1(see notes)	1/1/2021		\$30.54	\$20.88	\$51.42
Truckdriver class 1(see notes)	1/1/2022		\$31.29	\$21.63	\$52.92
Truckdriver class 2 (see notes)	1/1/2016		\$27.61	\$16.61	\$44.22
Truckdriver class 2 (see notes)	1/1/2020		\$30.25	\$20.43	\$50.68
Truckdriver class 2 (see notes)	1/1/2021		\$31.00	\$21.18	\$52.18
Truckdriver class 2 (see notes)	1/1/2022		\$31.75	\$21.93	\$53.68
Truckdriver class 3 (see notes)	1/1/2016		\$28.10	\$16.88	\$44.98
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60

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

<b>Project: 21-00651 - 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		\$35.87	\$19.32	\$55.19
Carpenter	1/1/2022		\$36.85	\$19.84	\$56.69
Carpenter Welder	1/1/2017		\$33.10	\$17.14	\$50.24
Carpenter Welder	1/1/2018		\$33.87	\$17.77	\$51.64
Carpenter Welder	1/1/2019		\$34.72	\$18.42	\$53.14
Carpenter Welder	1/1/2020		\$35.72	\$18.92	\$54.64
Carpenter Welder	1/1/2021		\$36.82	\$19.32	\$56.14
Carpenter Welder	1/1/2022		\$37.80	\$19.84	\$57.64
Carpenters	1/1/2017		\$32.15	\$17.14	\$49.29
Carpenters	1/1/2018		\$32.92	\$17.77	\$50.69
Carpenters	1/1/2019		\$33.77	\$18.42	\$52.19
Cement Finishers	5/1/2017		\$30.14	\$19.40	\$49.54
Cement Finishers	1/1/2018		\$31.04	\$19.90	\$50.94
Cement Finishers	1/1/2019		\$31.94	\$20.50	\$52.44
Cement Finishers	1/1/2021		\$32.84	\$22.60	\$55.44
Cement Finishers	1/1/2022		\$33.14	\$23.80	\$56.94
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Electric Lineman	5/29/2017		\$44.22	\$23.94	\$68.16
Electric Lineman	5/28/2018		\$45.25	\$24.94	\$70.19
Electric Lineman	5/27/2019		\$46.32	\$25.97	\$72.29
Electric Lineman	6/1/2020		\$47.42	\$27.04	\$74.46
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2020		\$33.76	\$30.13	\$63.89
Iron Workers	1/1/2017		\$30.02	\$29.42	\$59.44
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

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

<b>Project: 21-00651 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
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
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



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

<b>Project: 21-00651 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Operators (Class 03 - See notes)	1/1/2022		\$30.58	\$23.33	\$53.91
Operators (Class 04 - See notes)	1/1/2017		\$25.99	\$19.98	\$45.97
Operators (Class 04 - See notes)	1/1/2018		\$26.59	\$20.78	\$47.37
Operators (Class 04 - See notes)	1/1/2019		\$27.19	\$21.68	\$48.87
Operators (Class 04 - See notes)	1/1/2020		\$28.19	\$22.23	\$50.42
Operators (Class 04 - See notes)	1/1/2021		\$29.19	\$22.73	\$51.92
Operators (Class 04 - See notes)	1/1/2022		\$30.09	\$23.33	\$53.42
Operators (Class 05 - See notes)	1/1/2017		\$25.78	\$19.98	\$45.76
Operators (Class 05 - See notes)	1/1/2018		\$26.38	\$20.78	\$47.16
Operators (Class 05 - See notes)	1/1/2019		\$26.98	\$21.68	\$48.66
Operators (Class 05 - See notes)	1/1/2020		\$27.98	\$22.23	\$50.21
Operators (Class 05 - See notes)	1/1/2021		\$28.98	\$22.73	\$51.71
Operators (Class 05 - See notes)	1/1/2022		\$29.88	\$23.33	\$53.21
Operators Class 1-A	1/1/2020		\$35.60	\$22.23	\$57.83
Operators Class 1-B	1/1/2020		\$34.60	\$22.23	\$56.83
Painters Class 1 (see notes)	5/1/2018		\$23.92	\$14.37	\$38.29
Painters Class 2 (see notes)	5/1/2018		\$26.05	\$14.37	\$40.42
Painters Class 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		\$36.54	\$20.06	\$56.60
Piledrivers	1/1/2022		\$37.63	\$20.47	\$58.10
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2017		\$40.98	\$32.53	\$73.51
Truckdriver class 1(see notes)	1/1/2017		\$27.93	\$17.32	\$45.25
Truckdriver class 1(see notes)	1/1/2018		\$28.36	\$18.29	\$46.65
Truckdriver class 1(see notes)	1/1/2019		\$28.83	\$19.32	\$48.15
Truckdriver class 1(see notes)	1/1/2020		\$29.79	\$20.13	\$49.92
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

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

<b>Project: 21-00651 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
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

## DUTIES OF CONTRACTOR UNDER PENNSYLVANIA PREVAILING WAGE ACT

1. The provision of the Prevailing Wage Act are hereby incorporated into and made a part of the Contract Documents.
2. Incorporated into the Contract Documents are the following requirements. These requirements shall be apply to all Work performed by the Contractor and to all Work performed by all Subcontractors.

- 2.1 The general prevailing minimum wage rates including contributions for employee benefits as they have been determined by the Secretary must be paid to the workmen employed in the performance of the Contract.

The Contractor shall pay no less than the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates. A copy of the applicable wage rates, and accompanying Notes, are included at the end of this Section.

- 2.2 The Contractor shall pay such workmen no less than such general prevailing minimum wage rates and such other provisions to assure payment thereof as heretofore set forth in this Section.
- 2.3 These provisions shall apply to all work performed on the Contract by the Contractor and to all work performed on the Contract by all Subcontractors.
- 2.4 The Contractor shall insert in each of his Subcontracts all of the stipulations contained in these required provisions and such other stipulations as may be required.
- 2.5 No workmen may be employed on the public work except in accordance with the classifications set forth in the decisions of the Secretary. In the event that additional or different classifications are necessary the procedure set forth in Section 7 of these Regulations shall be followed.
- 2.6 All workmen employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any Contractor, Subcontractor and workmen, not less than once a week without deduction or rebate, on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the Contract, the Act or these Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any workman on public work.
- 2.7 The Contractor and each Subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any

changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:

- 2.7.1 Name of project.
  - 2.7.2 Name of public body of which it is being constructed.
  - 2.7.3 The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
  - 2.7.4 The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
  - 2.7.5 A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor and/or subcontractor are not complying with the Act or these Regulations in any manner whatsoever they may file a protest with the Secretary of Labor and Industry. Any workmen paid less than the rate specified in the Contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the Contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.
- 2.8 The Contractor and all Subcontractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the public work and such record must include any deductions from each workman. The record shall be preserved for two years from the date of payment and shall be open at all reasonable hours to the inspection of the public body awarding the Contract and the the Secretary or his duly authorized representative.
- 2.9 Apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on the public work project. Any workman using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeymen in that particular craft and/or classification.
- 2.10 Wages shall be paid without any deductions except authorized deductions. Employers not parties to a Contract requiring contributions for employee benefits which the

Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workman.

- 2.11 Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and these Regulations, regardless of the average hourly earnings resulting therefrom.
  - 2.12 Each Contractor and each Subcontractor shall file a statement each week and a final statement at the conclusion of the work on the Contract with the Borough, under oath, and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions if any wages remain unpaid to set forth the amount of wages due and owing to each workman, respectively.
3. Contractor and all Subcontractors are required to file weekly wage certifications with the Borough. Copies of approved forms are attached.
  4. Before final payment is made, Contractor and all Subcontractors are required to submit final wage certifications.

**END OF SECTION**

# WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Contractor or 
  Subcontractor (Please check one) 
 ALL INFORMATION MUST BE COMPLETED

CONTRACTOR ADDRESS	SUBCONTRACTOR ADDRESS	PROJECT AND LOCATION PROJECT SERIAL # PROJECT #
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BUREAU OF LABOR LAW COMPLIANCE  
 PREVAILING WAGE DIVISION  
 7TH & FORSTER STREETS  
 HARRISBURG, PA 17120  
 1-800-932-0665

EMPLOYEE NAME	APPR. RATE (%)	WORK CLASSIFICATION	DAY AND DATE							S-TIME	O-TIME	BASE HOURLY RATE	TOTAL FRINGE BENEFITS (C=Cash) (FB=Contributions)*	TOTAL DEDUCTIONS	GROSS PAY FOR PREVAILING RATE JOB(S)	CHECK #	
			HOURS WORKED EACH DAY														

**THE NOTARIZATION MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY. ALL OTHER INFORMATION MUST BE COMPLETED WEEKLY.**

\*FRINGE BENEFITS EXPLANATION (FB): Bona fide benefits contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

- 1) Medical or hospital care \_\_\_\_\_
- 2) Pension or retirement \_\_\_\_\_
- 3) Life insurance \_\_\_\_\_
- 4) Disability \_\_\_\_\_
- 5) Vacation, holiday \_\_\_\_\_
- 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

1. The undersigned, having executed a contract with \_\_\_\_\_  
(AWARDING AGENCY, CONTRACTOR OR SUBCONTRACTOR)  
 \_\_\_\_\_ for the construction of the above-identified project, acknowledges that:
  - (a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.
  - (b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.
  - (c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.
  
2. The undersigned certifies that:
  - (a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the PA Prevailing Wage Act, Act of August 15, 1961, P.L. 987 as amended, 43 P.S. § 165-11(e).
  - (b) No part of this contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.
  
3. The undersigned certifies that:
  - (a) the legal name and the business address of the contractor or subcontractor are: \_\_\_\_\_
  - (b) The undersigned is:  a single proprietorship  a corporation organized in the state of \_\_\_\_\_  
 a partnership  other organization (describe) \_\_\_\_\_
  - (c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

NAME	TITLE	ADDRESS

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the PA Prevailing Wage Act of August 15, 1961, P.L. 987, as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
SEAL

\_\_\_\_\_  
(TITLE)

Taken, sworn and subscribed before me this \_\_\_\_\_ Day  
of \_\_\_\_\_ A.D., \_\_\_\_\_





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 24% 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 1 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*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

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

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

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

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

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

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

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

**Secure Your Tax Records From Identity Theft**

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

## Privacy Act Notice

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

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

**For**

**FALLING SPRING BRANCH RESTORATION PROJECT**

All prospective Bidders who obtained the Bidding Documents electronically must fax this "Receipt of Confirmation" form no later than MARCH 2, 2021 at 1:00 P.M., EST to:

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

**The undersigned confirms receipt of all 110 pages of the bidding and contract documents dated January 28, 2021 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: \_\_\_\_\_