

SPECIFICATIONS AND CONTRACT DOCUMENTS

For

**MILL AND OVERLAY OF LINCOLN WAY EAST
FROM COLDBROOK AVENUE TO MAIN STREET**

FOR

THE BOROUGH OF CHAMBERSBURG

Issued

March 18, 2021

Bids for items covered by these Specifications must be received by the Borough Secretary, 100 South Second Street, Chambersburg, Pennsylvania 17201, before 2:30 p.m., legal time, Thursday April 15, 2021

Borough Contact Name: Brian Fogal, Borough Engineering Supervisor, telephone 717-251-2415; bfogal@chambersburgpa.gov

John Leary, Gas Department Superintendent, telephone 717-251-2422; jleary@chambersburgpa.gov

Proposal Submitted By:

NOTICE - SEEKING BIDS

**MILL AND OVERLAY OF LINCOLN WAY EAST
FROM COLDBROOK AVENUE TO MAIN STREET**

The Borough of Chambersburg is accepting sealed bids for Mill and Overlay of Lincoln Way East from Coldbrook Avenue to Main Street. A complete proposal packet may be obtained from:

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

The Contract involves the competitive solicitation of Mill and Overlay of Lincoln way East from Coldbrook Avenue to Main Street. Bids will be based on a unit price. The Borough reserves the right to accept the Bid for all listed streets, one or more of the listed streets, or reject the Bid as to all listed streets, in the Borough's sole discretion, at any time prior to the Borough issuing a Notice to Proceed. The Bidder understands that the bid submitted is a unit price Bid, and is not a guarantee of being awarded the Work for all listed streets. 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 **THURSDAY, APRIL 01, 2021 at 10:00 a.m.** at Borough Hall, 100 South Second Street, Chambersburg, Pennsylvania.

Bids shall be submitted only on the MS-944 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 Addenda issued by the Borough prior to the Bid opening date.

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

Bids will be received at the above address until **2:30 p.m., on THURSDAY, APRIL 15, 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 "Mill and Overlay of Lincoln Way East". 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 & GENERAL TERMS AND CONDITIONS

MILL AND OVERLAY OF LINCOLN WAY EAST FROM COLDBROOK AVENUE TO MAIN STREET

INSTRUCTIONS TO BIDDERS

1. Project Overview

The Borough of Chambersburg (the “Borough”) is seeking bids from qualified bidders for the general procurement of “Mill and Overlay of Lincoln Way East (the “Work”), as further described in the Specifications herein.

In general, the Contract involves the competitive solicitation of Mill and Overlay of Lincoln Way East from Coldbrook Avenue to Main Street. Bids will be based on unit prices, materials included.

2. Bidding Documents and Contract Documents

The Bidding Documents include following documents:

- Notice / Advertisement
- Instructions to Bidders & General Terms and Conditions
- Non-Discrimination Notice
- Bidder Affidavit
- Non-Collusion Affidavit
- Proposal
- Proposal Bond
- Public Works Employment Verification Form (if applicable)
- Receipt of Confirmation of Bidding and Contract Documents
- Agreement
- Performance Bond
- Payment Bond
- Specifications
- Prevailing Wage Determination (if applicable)
- 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. All prospective Bidders who obtained the Bidding Documents electronically must fax a “Receipt of Confirmation” form no later than 9:00 AM on April 12, 2021 to Jamia Wright at (717) 261-3240.

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

4. Contractor

The successful bidder will be known as the contractor. The successful Bidder to whom a contract is awarded will be required to comply with all applicable federal and state laws, rules, regulations, orders and approvals, and all applicable borough ordinances, rules and regulations.

5. Qualifications of Bidders

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

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 studied these Bidding Documents;

6.1.2 visit the site and become familiar with and be satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work;

6.1.3 consider all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the Work;

6.1.4 correlate the information known to Contractor, information and observations obtained from visits to the site, reports, and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents; and

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

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

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

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

7. Interpretations and Addenda

Any questions or requests for interpretation of any provision of the Bidding Documents shall be made to Brian Fogal, Borough Engineering Supervisor, at 717-251-2415 or bfogal@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 up to five (5) days 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 6.1, Contractor shall promptly notify the Borough and, within twenty (20) days after the event giving rise to such notification, provide another bond and surety.

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

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

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

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

Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period, whichever is later, except as provided otherwise by laws or regulations or by the Contract Documents.

9. 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. All policies of insurance shown on the Certificate of Insurance shall not be cancelled or materially changed until thirty days prior notice has been given by Contractor to the Borough and to each additional insured.

Contractor agrees to furnish an original copy prior to signing and maintain during the period of this contract, or until delivery of the commodity is complete, at his own expense, policies of insurance as follows:

The 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, the 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 the Contractor.

The Contractor shall maintain the following minimum insurance:

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 of Chambersburg, its employees and/or elected/appointed officials shall be named as additional insured on the Contractor's CGL policy.

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

10. Liquidated or Other Damages

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

11. 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 seven (7) 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.

12. Act 127

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

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. 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:

PROJECT SITE, Chambersburg, PA 17201.

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 "Mill and Overlay of Lincoln Way East". If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Please mail bids to Attention: Jamia L. Wright, Borough Secretary. The Bidder is solely responsible for delivering Bid to the Borough at the location of, and by the time of, the Bid opening designated in the Notice.

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

- Proposal
- Bidder Affidavit
- Non-Collusion Affidavit
- Proposal Bond
- Public Works Employment Verification Form (if applicable)
- Receipt of Addenda (if applicable)

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

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 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.

18. Signing of Agreement

When the Borough gives a Notice of Intent to Award to the apparent successful Bidder, it will be accompanied by two (2) unsigned counterparts each of the Agreement (each with a copy of the Bid submission and, if applicable, the List of Proposed Subcontractors attached), the Payment and Performance Bonds, or other forms of financial security. Within fifteen (15) days thereafter, apparent Successful Bidder shall sign and deliver to the Borough the three (2) signed counterparts of the Agreement accompanied by the executed Performance and Payment Bonds (with a power-of-attorney certificate attached to each) or other forms of financial security and required insurance certificate(s). The Notice of Intent to Award may be annulled, 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, and Insurance Certificate, 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.

19. Additional Contractor Compliance

The successful bidder (the "Contractor") Contractor shall comply or otherwise conform to the following, if applicable:

- 19.1 The Contractor shall comply with Commonwealth of Pennsylvania Prevailing Wage Act, P.L. 987, as amended, for certain project that exceed \$100,000.

- 19.2 The 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.
- 19.3 The 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.
- 19.4 The Contractor is subject to the provisions of the Pennsylvania Human Relations Act No. 222 of 1955, as amended.
- 19.5 The 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.
- 19.6 The 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.

20. Special Bond and Insurance Provisions for Projects in a PennDOT ROW

For projects where the Work to be performed is included in a PennDOT ROW, the following additions shall be made to the Performance and Payment Bonds and Insurance:

- 20.1 Performance and Payment Bonds. The following language shall be added to the Performance Bond and Payment Bond:

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.

- 20.2 Insurance. The following language shall be added to the Contractor's commercial general liability ("CGL") policy:

It is hereby agreed and understood that the Commonwealth of Pennsylvania, Department of Transportation, 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 of Pennsylvania, Department of Transportation, is added to this policy as an additional insured specifically for all claims, suits and damages arising out of the construction of the improvements that are the subject of Application No. _____, submitted to the Department for issuance of a Highway Occupancy Permit.

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 one (1) years after the completion of the work as evidenced by final payment for projects that include construction or delivery of equipment. Neither final payment nor acceptance of the work shall relieve Contractor of responsibility for failure to comply with the Specifications. Contractor shall remedy any defects in his work that shall appear within a period of one (1) 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, 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)

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 of Pennsylvania, Department of Transportation, 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 of Pennsylvania, Department of Transportation, is added to this policy as an additional insured specifically for all claims, suits and damages arising out of the construction of the improvements that are the subject of Application No. _____ submitted to the Department for issuance of a Highway Occupancy Permit.

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. Disputes

Before any litigation is brought pursuant to the Contract, 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 president judge of the Court of Common Pleas in and for Franklin County, Pennsylvania, will be requested to appoint such mediator. 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 the Contract Documents.

11. Additional Contractor Compliance

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

- a. Contractor shall comply with Commonwealth of Pennsylvania Prevailing Wage Act, P.L. 987, as amended, for certain projects that exceed \$100,000.00.
- b. Contractor is subject to the provisions of the Pennsylvania Steel Products Procurement Act of 1978, P.L. 6, as amended. The Act and amendments require that the Contractor use or furnish only steel products (as defined in the Act and amendments) which have been produced in the United States.
- c. Contractor is subject to the provisions of Pennsylvania Act 247 of 1972, as amended, relating to the prevention of environmental pollution and the preservation of public natural resources.
- d. Contractor is subject to the provisions of the Pennsylvania Human Relations Act No. 222 of 1955, as amended.
- e. Contractor is subject to the provisions of Pennsylvania Underground Utility Line Protection Act, Act 287 of 1974, as amended by Act 121 of 2008, which requires contractors to notify public utilities prior to starting excavation or demolition work.
- f. Contractor shall comply with the Pennsylvania Public Works Contract Regulation Law, as amended by Act 142 of 1994 as it relates to timely payment by Contractor and Subcontractor to its Subcontractors.
- g. Contractor shall comply with the Antirigging 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 Contractor (known herein as “Covered Entity”), sub-grantee, contractors, sub-contractors, suppliers, vendors, and professional service providers, agree(s) as follows:

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

agreement, contract or subcontract so that those provisions applicable to sub-grantees, contractors or subcontractors will be binding upon each sub-grantee, contractor or subcontractor.

- G. The Covered Entity's and each sub-grantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Covered Entity and each sub-grantee, contractor and subcontractor shall have an obligation to inform the Borough if, at any time during the term of the Contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- H. The Borough may cancel or terminate the Contract and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the Borough or granting agency may proceed with debarment or suspension and may place the Covered Entity, sub-grantee, contractor, or subcontractor in the Contractor Responsibility File.

Name of Bidder, Corporation, Firm or Individual

By: _____
Authorized Representative

Please Print Signature

Title

Business Address of Bidder

Phone #

BIDDER AFFIDAVIT

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

The undersigned Bidder hereby represents as follows:

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

Name of Bidder, Corporation, Firm or Individual

By: _____

Authorized Representative

Please Print Signature

Title

Business Address of Bidder

Phone #

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

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

NON-COLLUSION AFFIDAVIT CONTINUED

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

(Signature)

(Print Name)

(Company Position)

SWORN AND SUBSCRIBED

BEFORE ME THIS

(Date)

Notary Public

My Commission Expires:

(Date)



PROPOSAL AND CONTRACT (WHEN EXECUTED) INSTRUCTIONS ON PAGE 4

THIS PROPOSAL INCLUDES INSTRUCTIONS TO BIDDERS

A. DEPOSIT OF PROPOSALS.

All envelopes containing Bid proposals shall be clearly marked "Bid Proposal for letting of 04/15/2021 DATE."

Borough of Chambersburg MUNICIPALITY (NAME & TYPE)

Jamia Wright SECRETARY

Sealed Proposals will be received on or before 2:30 p.m. on the above Letting Date. TIME

100 South Second Street Chambersburg, PA 17201 ADDRESS

Bids will be opened and read at approximately 2:30 p.m. on the above Letting Date. TIME

PROPOSALS MUST BE MAILED OR OTHERWISE DELIVERED TO THE ABOVE ADDRESS.

- 1 The contractor proposes to furnish and deliver all materials (including Form CS-4171, CERTIFICATE OF COMPLIANCE and/ or TR-465 DAILY BITUMINOUS MIXTURE CERTIFICATION) and to do and perform all work on the following project as more specifically set forth in the Schedule of Prices (Attachment), in accordance with drawings and specifications on file at as well as the supplements and special requirements contained herein and/ or attached hereto and current PennDOT Specifications (Publication 408), except (a) bidders need not be prequalified by PennDOT (Sec.102.01), and (b) Volumetric testing of bituminous paving materials is not required (Sec. 409).
2 If designated as the successful bidder, the contractor will begin work on the date specified in the notice to proceed, or as otherwise provided in the special requirements, and will complete all work within see attachment 1-A calendar days.
3 Accompanying this proposal is a certified check or bid bond in the amount of 10% made payable to the municipality as a proposal guarantee which, it is understood, will be forfeited in case the contractor fails to comply with the requirements of the proposal.

B. PROPOSAL OF:

Name / Address of Contractor

CONTRACTORS CERTIFICATION

It is hereby certified as follows:

- 1 The only person interested in the proposal as principal (s) is (are):
2 None of the above persons are employees of the municipality.
3 This proposal is made without collusion with any other person, firm or corporation.
4 All plans and specifications referred to above and the site of the work have been examined by the contractor. The contractor understands that the quantities indicated herein are approximate and are subject to change as may be required; and that all work is payable on the basis of the unit price listed on the Schedule of Prices. (Attachment 1).

- 5 The contractor will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled.

- 6 The contractor will provide the municipality with a performance bond, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof, and a payment bond, conditioned on the prompt payment of all material furnished and labor supplied or performed in the prosecution of the work, in accordance with the Public Works Contractors' Bond Law of 1967; and an affidavit accepting the provisions of the Workmen's Compensation Act of 1915, as amended.

CONTRACTOR

BY: _____ DATE: _____
TITLE:

WITNESSED OR ATTESTED BY: _____ DATE: _____
TITLE:

TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED

ACCEPTED ON : _____
DATE

MUNICIPALITY

BY: _____
TITLE:

BY: _____
TITLE:

BY: _____
TITLE:



ATTESTED BY: _____
TITLE:



ATTACHMENT 1

TO MS - 944 (PROPOSAL AND CONTRACT MS - 944)

County: Franklin

Municipality: Chambersburg

Project Number: _____

LOCATION OF WORK:

LINCOLN WAY EAST- SOUTH MAIN STREET TO COLDBROOK AVENUE

DESCRIPTION OF WORK:

Overlay of Lincoln Way East. Overlay and Pavement Notches (to include driveways), Tack Coat and Seal all joints incidental to work.

ESCALATOR CLAUSE:(if adopted by Municipality.)

THIS PORTION TO BE COMPLETED BY THE MUNICIPALITY

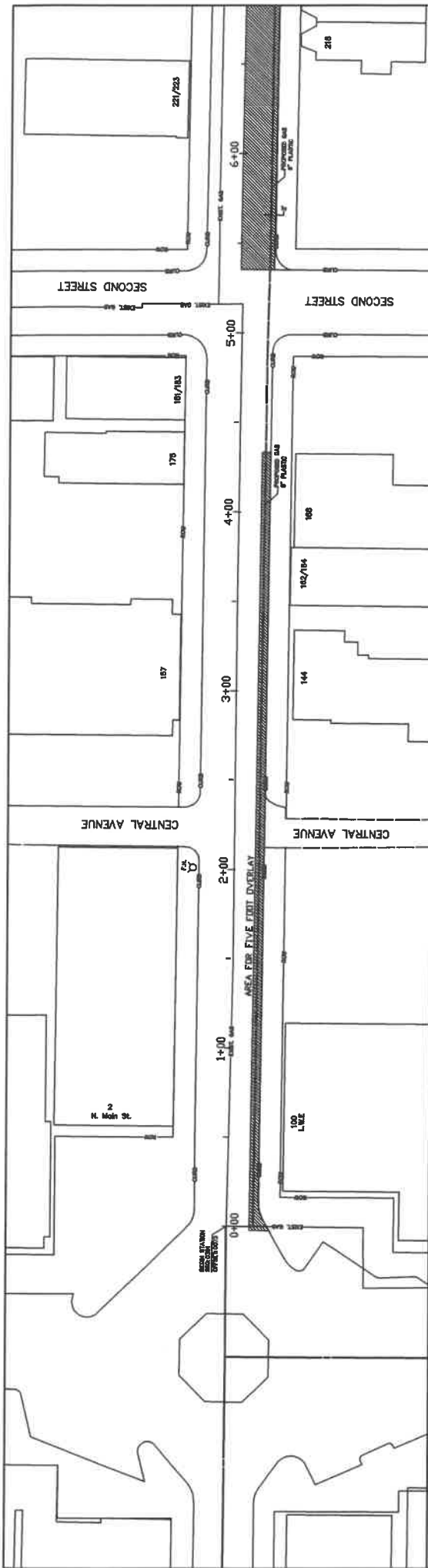
SCHEDULE OF PRICES

1	Item No.	2	Approximate Quantities	3	Unit	4	*Description	5	Unit Price	6	Total
1		472 +/-		Tons			Supply and Place Superpave 12.5mm PG 76-22 Wearing Course 0.0 to 0.3 million ESAL SRL-E 2" Depth Hot Mix Asphalt overlay Tack coat incidental. Milling as shown on plan. (Incidental)				
2		472 +/-		Tons			Supply and Place Superpave 9.5mm PG 76 Leveling Course 0.0 to 0.3 million ESAL SRL-E (As needed)				
3		13		Ea			Replacement of Manhole Covers/Riser to be supplied by municipality				
4		15					Valve Adjustments				

*** DESCRIPTION:**

Must include ADT on wearing surfaces
USE OF CUTBACK ASPHALT IS PROHIBITED BETWEEN MAY 1st AND OCTOBER 31st, EXCEPT AS NOTED IN BULLETIN NO. 25.
FOR OPTION OR PHASE BIDS THE TOTALS FOR EACH MUST BE INCLUDED.

SUBTOTAL	
SUBTOTAL FROM OTHER ATTACHMENTS	
BID TOTAL FOR A NON OPTION / PHASE BID	
OPTION 1 OR PHASE 1 BID TOTAL	
OPTION 2 OR PHASE 2 BID TOTAL	
OPTION 3 OR PHASE 3 BID TOTAL	



PAVEMENT RESTORATION PLAN

SR 0030 RIGHT OF WAY WIDTH: 60 FEET
 SR 0030 CURB TO CURB WIDTH: 36 FEET

NEW SERVICE CONNECTION NOTES:

Typical Northside:
 New 1" service is to be extended to new 6" plastic main. Utilizing a 2' trench.
 Typical South Side:
 Existing services at the new 6" plastic main and abandon old. Make new connection at new main. No new trench needed. Work will be done when new main is installed.

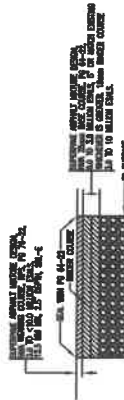
THE BOROUGH OF CHAMBERSBURG OWNS, OPERATES AND MAINTAINS THEIR OWN GAS UTILITY

APPLICANT: BOROUGH OF CHAMBERSBURG APPLICATION NUMBER: 198845 COUNTY: FRANKLIN
 CONTACT PERSON: ED ZIMMERMAN TELEPHONE NUMBER: 717-264-5151

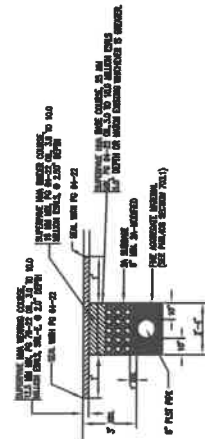
INDICATE DISTANCE TO NEAREST INTERSECTION: 73' EAST
 BEGIN STA. SEG-0381/OFFSET:0073
 END STA. SEG-0400/OFFSET:1403.37
 LENGTH OF REPAIR/REPLACEMENT: 4924.37'

NOTES:

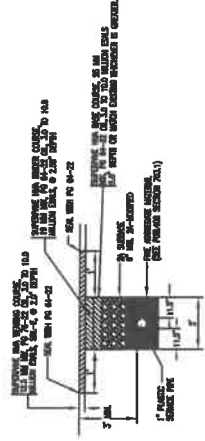
1. NEW GAS MAIN IS TO RUN PARALLEL WITH THE EXISTING SOUTH CURB AND WILL BE OFFSET 3 FEET NORTH OF THE EXISTING SOUTHERN CURB LINE. ALL SERVICE CONNECTIONS WILL BE ADJUSTED TO MEET THE NEW GAS MAIN.
2. NEW GAS MAIN IS TO BE A 6" PLASTIC LINE. THE EXISTING 3" CAST IRON GAS MAIN WILL BE ABANDONED IN PLACE.
3. NEW GAS MAIN WILL REQUIRE A PAVEMENT CUT 24" WIDE.



EXISTING SUPERPAVE DETAIL



PROPOSED SUPERPAVE RESTORATION DETAIL



PROPOSED SERVICE CONNECTION SUPERPAVE RESTORATION DETAIL

SHEET 1 OF 7

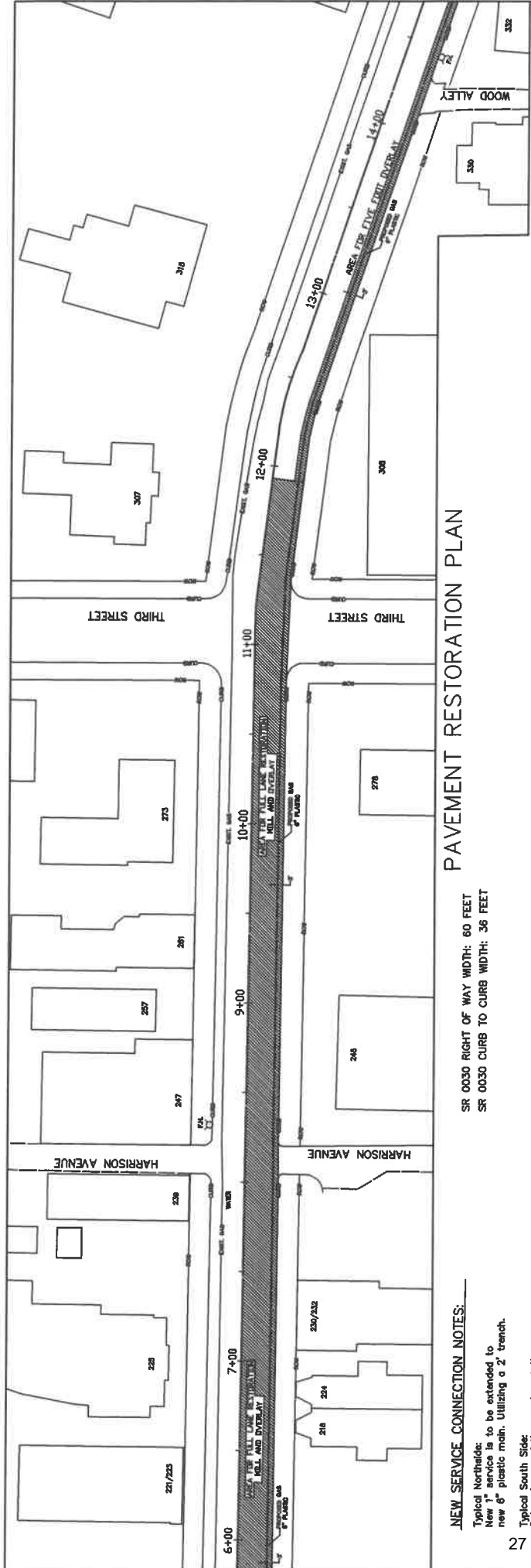
BOROUGH OF CHAMBERSBURG
 100 S. Second Street
 Chambersburg, Penna.

PAVEMENT RESTORATION PLAN

FOR

GAS MAIN EXTENSION LINCOLN WAY EAST
 S. MAIN STREET TO COLDBROOK AVENUE

Drawn	TRZ	Scale	1" = 25'	DATE	OCTOBER 2019
Checked	89C	Author		Project No.	6-1000
Approved					



PAVEMENT RESTORATION PLAN

SR 0030 RIGHT OF WAY WIDTH: 60 FEET
 SR 0030 CURB TO CURB WIDTH: 36 FEET

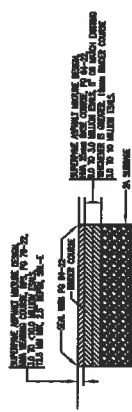
NEW SERVICE CONNECTION NOTES:
 Typical Northside:
 New 1" service is to be extended to new 6" plastic man. Utilizing a 2' trench.
 Typical South Side:
 Cut and cap existing service at the new 6" plastic man and abandon in place. Make new connection at new man. No new trench to be installed. Work will be done when new man is installed.

THE BOROUGH OF CHAMBERSBURG OWNS, OPERATES AND MAINTAINS THEIR OWN GAS UTILITY

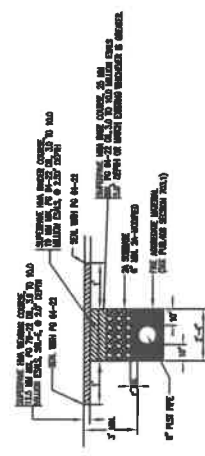
APPLICANT: BOROUGH OF CHAMBERSBURG APPLICATION NUMBER: 198845 COUNTY: FRANKLIN
 CONTACT PERSON: TED ZIMMERMAN TELEPHONE NUMBER: 717-264-5151
 INDICATE DISTANCE TO NEAREST INTERSECTION: 73' EAST
 BEGIN STA. SEG-0391/OFFSET:0073
 END STA. SEG-0400/OFFSET:1403.37
 LENGTH OF REPAIR/REPLACEMENT: 4924.37'

NOTES:

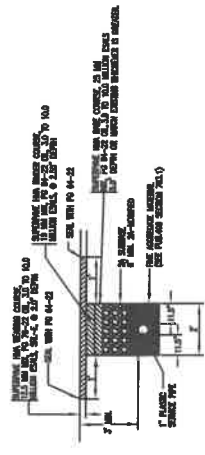
1. NEW GAS MAIN IS TO RUN PARALLEL WITH THE EXISTING SOUTH CURB AND WILL BE OFFSET 3 FEET NORTH OF THE EXISTING SOUTHERN CURB LINE. ALL SERVICE CONNECTIONS WILL BE ADJUSTED TO MEET THE NEW GAS MAIN.
2. NEW GAS MAIN IS TO BE A 6" PLASTIC LINE. THE EXISTING 3" CAST IRON GAS MAIN WILL BE ABANDONED IN PLACE.
3. NEW GAS MAIN WILL REQUIRE A PAVEMENT CUT 24" WIDE.



EXISTING SUPERPAVE DETAIL



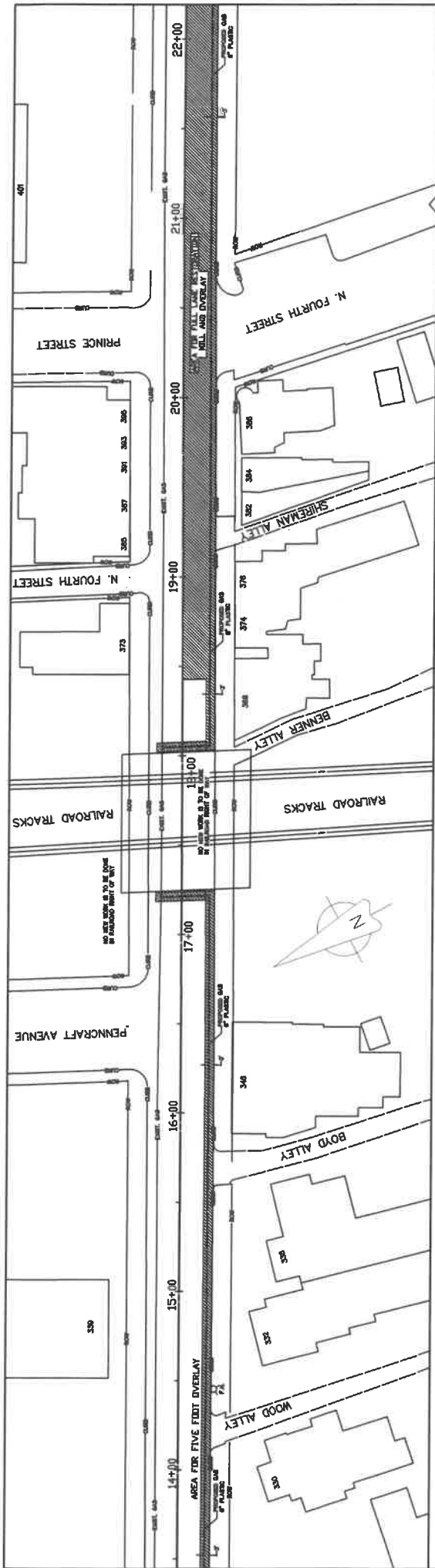
PROPOSED SUPERPAVE DETAIL



PROPOSED SERVICE CONNECTION SUPERPAVE RESTORATION DETAIL

SHEET 2 OF 7

BOROUGH OF CHAMBERSBURG 100 S. Second Street Chambersburg, Penna.	
FOR GAS MAIN EXTENSION LINCOLN WAY EAST S. MAIN STREET TO COLDBROOK AVENUE	PLAN NO. G-1000
Drawn: TYZ	Scale: 1" = 25'
Checked: BWF	Date: OCTOBER 2019
Approved:	



PAVEMENT RESTORATION PLAN

SR 0030 RIGHT OF WAY WIDTH: 60 FEET
 SR 0030 CURB TO CURB WIDTH: 36 FEET

THE BOROUGH OF CHAMBERSBURG OWNS, OPERATES AND MAINTAINS THEIR OWN GAS UTILITY

NEW SERVICE CONNECTION NOTES:

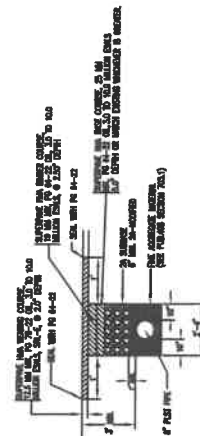
Typical Northside:
 New 1" service is to be extended to new 6" plastic main, utilizing a 2' trench.
 Typical South Side:
 Cap existing service at the new 6" plastic main and abandon in place. Make new connection at new main. No new trench needed. Work will be done when new main is installed.

APPLICANT: BOROUGH OF CHAMBERSBURG APPLICATION NUMBER: 198845 COUNTY: FRANKLIN
 CONTACT PERSON: TED ZIMMERMAN TELEPHONE NUMBER: 717-264-5151
 INDICATE DISTANCE TO NEAREST INTERSECTION: 73' EAST
 BEGIN STA. SEG: 0391/OFFSET: 0073
 END STA. SEG: 0400/OFFSET: 1403.37
 LENGTH OF REPAIR/REPLACEMENT: 4924.37

NOTES:

1. NEW GAS MAIN IS TO RUN PARALLEL WITH THE EXISTING SOUTH CURB AND WILL BE OFFSET 3 FEET NORTH OF THE EXISTING SOUTHERN CURB LINE. ALL SERVICE CONNECTIONS WILL BE ADJUSTED TO MEET THE NEW GAS MAIN.
2. NEW GAS MAIN IS TO BE A 6" PLASTIC LINE. THE EXISTING 3" CAST IRON GAS MAIN WILL BE ABANDONED IN PLACE.
3. NEW GAS MAIN WILL REQUIRE A PAVEMENT CUT 24" WIDE.

EXISTING SUPERPAVE DETAIL



PROPOSED SUPERPAVE RESTORATION DETAIL

PROPOSED SERVICE CONNECTION SUPERPAVE RESTORATION DETAIL

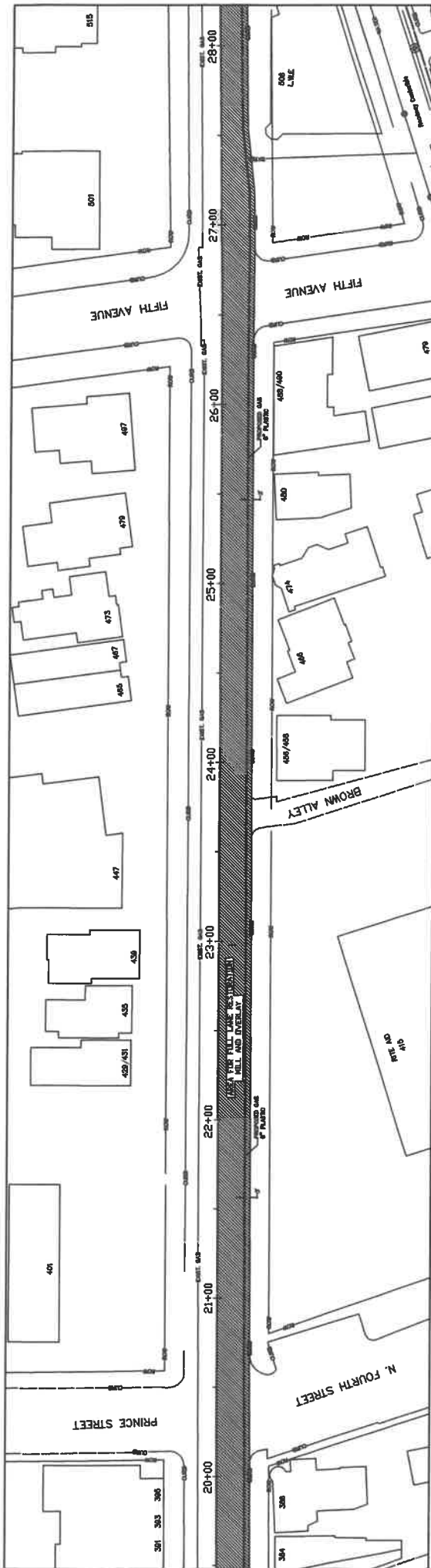
SHEET 3 OF 7

BOROUGH OF CHAMBERSBURG
 100 S. Second Street
 Chambersburg, Penna.

PAVEMENT RESTORATION PLAN

FOR
 GAS MAIN EXTENSION LINCOLN WAY EAST
 S. MAIN STREET TO COLDBROOK AVENUE

Drawn	TRZ	Scale	1" = 25'	DATE	OCTOBER 2019	PROJECT NO.	G-XXXX
Checked	BVC	Author		Approved			



PAVEMENT RESTORATION PLAN

SR 0030 RIGHT OF WAY WIDTH: 60 FEET
 SR 0030 CURB TO CURB WIDTH: 36 FEET

NEW SERVICE CONNECTION NOTES:

- Typical Northside:
 New 1" service is to be extended to new 6" plastic main, Utilizing a 2' trench.
- Typical South Side:
 Collect existing service at the new 6" plastic main and abandon in place. Make new connection at new main. No new trench needed. Work will be done when new main is installed.

THE BOROUGH OF CHAMBERSBURG OWNS, OPERATES AND MAINTAINS THEIR OWN GAS UTILITY

APPLICANT: BOROUGH OF CHAMBERSBURG APPLICATION NUMBER: 198845 COUNTY: FRANKLIN
 CONTACT PERSON: JED ZIMMERMAN TELEPHONE NUMBER: 717-264-5151

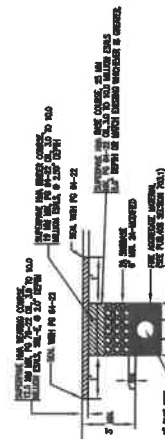
INDICATE DISTANCE TO NEAREST INTERSECTION: 73' EAST
 BEGIN STA. SEG: 0391/OFFSET: 0073
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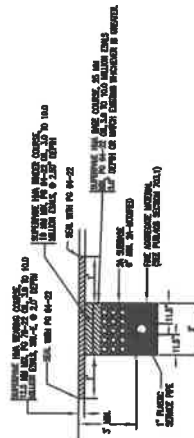
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EXISTING SUPERPAVE DETAIL



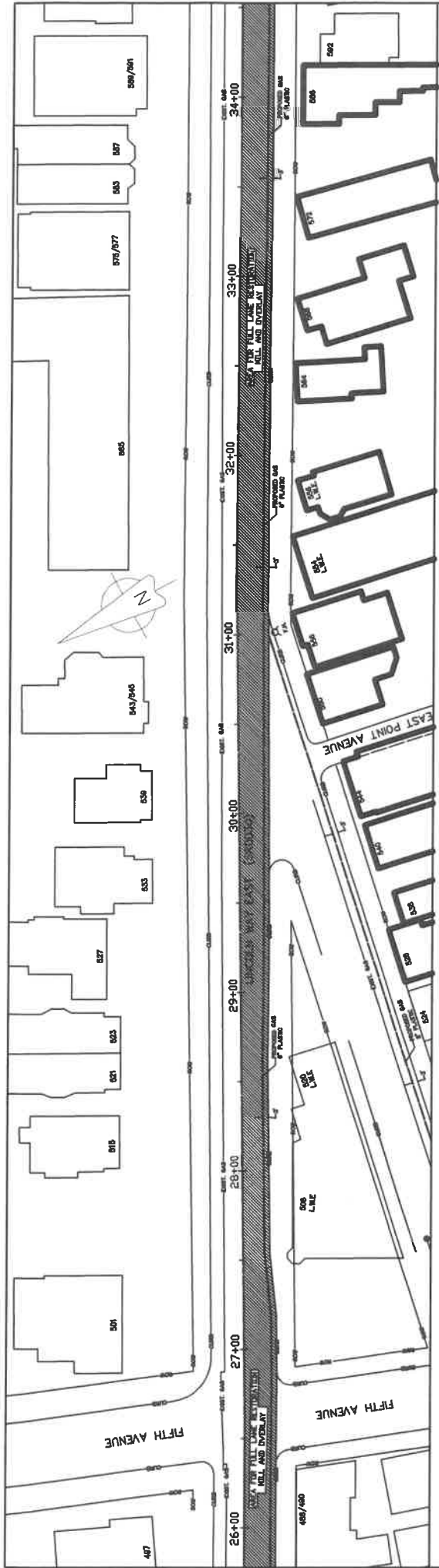
PROPOSED SUPERPAVE RESTORATION DETAIL



PROPOSED SERVICE CONNECTION SUPERPAVE RESTORATION DETAIL

SHEET 4 OF 7

BOROUGH OF CHAMBERSBURG 100 S. Second Street Chambersburg, Penna.	
PAVEMENT RESTORATION PLAN FOR GAS MAIN EXTENSION LINCOLN WAY EAST S. MAIN STREET TO COLD BROOK AVENUE	
Drawn: <u>TRZ</u>	PLAN NO. <u>6-XXXX</u>
Checked: <u>BRF</u>	Scale: <u>1" = 25'</u>
Approved: _____	DATE: <u>OCTOBER 2019</u>



PAVEMENT RESTORATION PLAN

SR 0030 RIGHT OF WAY WIDTH: 80 FEET
 SR 0030 CURB TO CURB WIDTH: 36 FEET

NEW SERVICE CONNECTION NOTES:

Typical Northside:
 New 1" service is to be extended to new 6" plastic main. Utilizing a 2' trench.

Typical South Side:
 Cut and cap existing service at the new 6" plastic main and abandon in place. Make new connection at new main. No new trench needed. Work will be done when new main is installed.

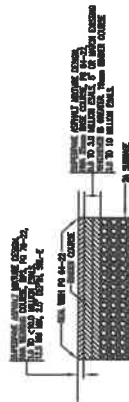
THE BOROUGH OF CHAMBERSBURG OWNS, OPERATES AND MAINTAINS THEIR OWN GAS UTILITY

APPLICANT: BOROUGH OF CHAMBERSBURG APPLICATION NUMBER: 188845 COUNTY: FRANKLIN
 CONTACT PERSON: TED ZIMMERMAN TELEPHONE NUMBER: 717-284-5151

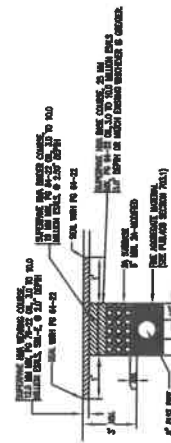
INDICATE DISTANCE TO NEAREST INTERSECTION: 73' EAST
 BEGIN STA. SEC: 0381 / OFFSET: 0073
 END STA. SEC: 0400 / OFFSET: 1403.37
 LENGTH OF REPAIR/REPLACEMENT: 4924.37'

NOTES:

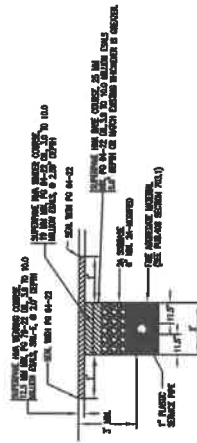
1. NEW GAS MAIN IS TO RUN PARALLEL WITH THE EXISTING SOUTH CURB AND WILL BE OFFSET 3 FEET NORTH OF THE EXISTING SOUTHERN CURB LINE. ALL SERVICE CONNECTIONS WILL BE ADJUSTED TO MEET THE NEW GAS MAIN.
2. NEW GAS MAIN IS TO BE A 6" PLASTIC LINE. THE EXISTING 3" CAST IRON GAS MAIN WILL BE ABANDONED IN PLACE.
3. NEW GAS MAIN WILL REQUIRE A PAVEMENT CUT 24" WIDE.



EXISTING SUPERPAVE DETAIL

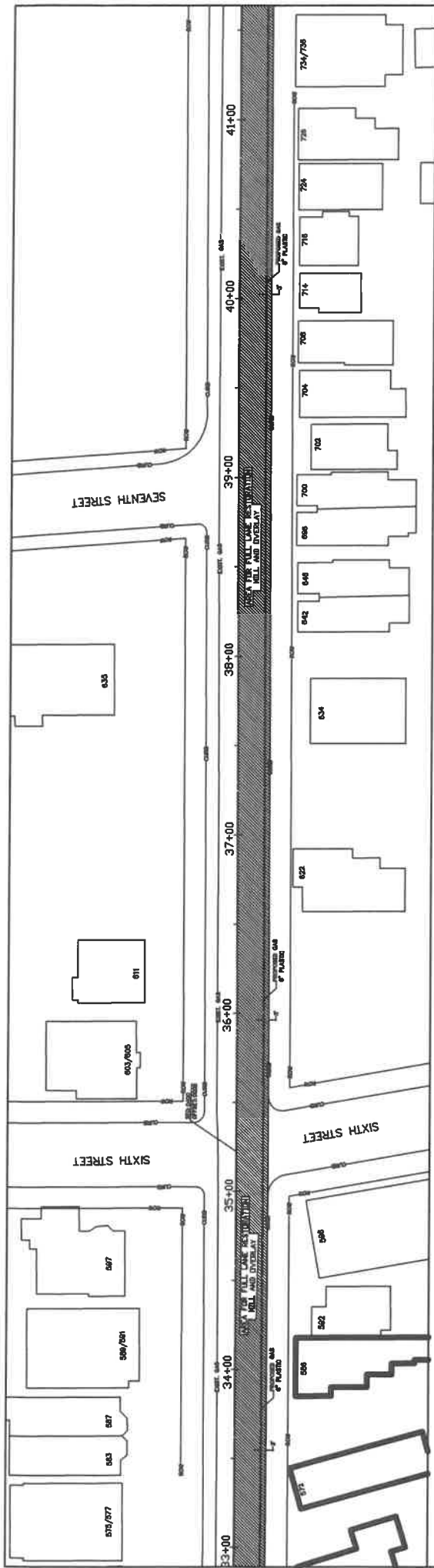


PROPOSED SUPERPAVE RESTORATION DETAIL



PROPOSED SERVICE CONNECTION SUPERPAVE RESTORATION DETAIL

BOROUGH OF CHAMBERSBURG 100 S. Second Street Chambersburg, Penn.	
PAVEMENT RESTORATION PLAN	
FOR GAS MAIN EXTENSION LINCOLN WAY EAST S. MAIN STREET TO COLDBROOK AVENUE	
Drawn BY	Scale 1" = 25'
Checked BY	DATE OCTOBER 2019
Project No.	G-XXXX



PAVEMENT RESTORATION PLAN

SR 0030 RIGHT OF WAY WIDTH: 60 FEET
 SR 0030 CURB TO CURB WIDTH: 36 FEET

THE BOROUGH OF CHAMBERSBURG OWNS, OPERATES AND MAINTAINS THEIR OWN GAS UTILITY

NEW SERVICE CONNECTION NOTES:

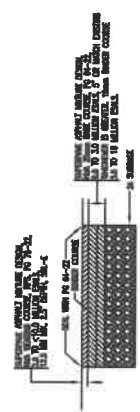
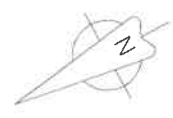
- Typical Northside:
 New 1" service is to be extended to new 6" plastic main, utilizing a 2' trench.
- Typical South Side:
 Cut and cap existing service at the new 6" plastic main and abandon in place. Make connection to new main. No new trench needed. Work will be done when new main is installed.

APPLICANT: BOROUGH OF CHAMBERSBURG APPLICATION NUMBER: 198845 COUNTY: FRANKLIN
 CONTACT PERSON: TED ZIMMERMAN TELEPHONE NUMBER: 717-264-5151

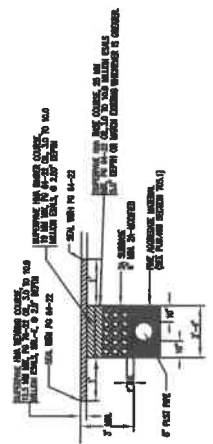
INDICATE DISTANCE TO NEAREST INTERSECTION: 73' EAST
 BEGIN STA. SEG-0391/OFFSET:0073
 END STA. SEG-0400/OFFSET:1403.37
 LENGTH OF REPAIR/REPLACEMENT:4924.37'

NOTES:

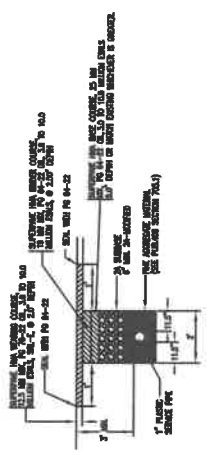
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EXISTING SUPERPAVE DETAIL



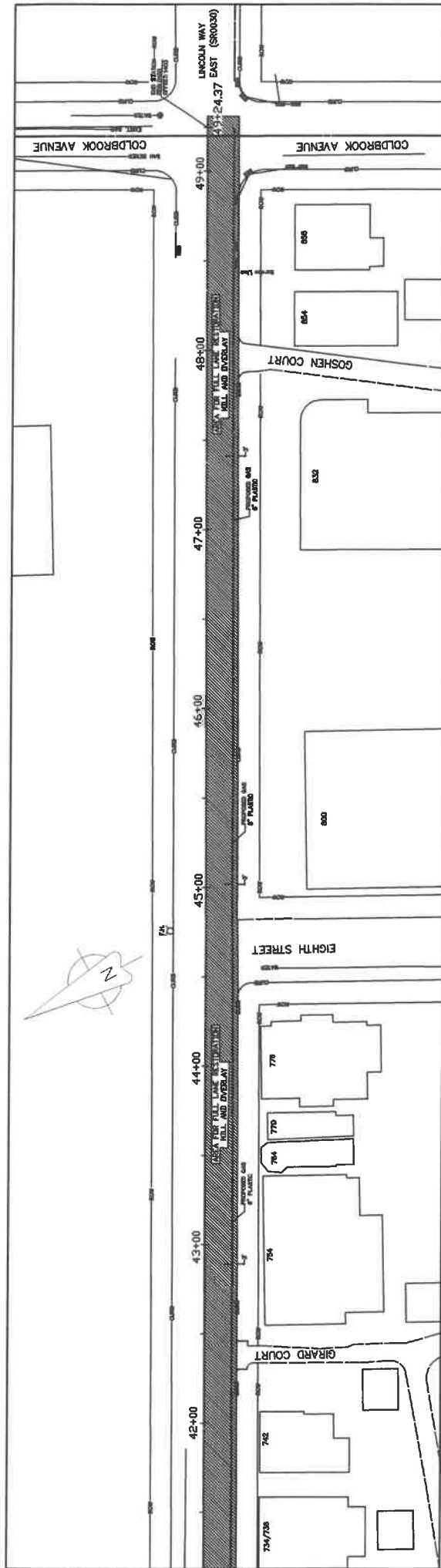
PROPOSED SUPERPAVE DETAIL



PROPOSED SERVICE CONNECTION SUPERPAVE RESTORATION DETAIL

SHEET 6 OF 7

BOROUGH OF CHAMBERSBURG 100 S. Second Street Chambersburg, Penna.	
PAVEMENT RESTORATION PLAN FOR GAS MAIN EXTENSION LINCOLN WAY EAST S. MAIN STREET TO COLDBROOK AVENUE	
Date: <u>TRZ</u>	Scale: <u>1" = 25'</u>
Checked: <u>DFC</u>	Date: <u>OCTOBER 2019</u>
Approved: _____	Project No.: G-XXXX



PAVEMENT RESTORATION PLAN

SR 0030 RIGHT OF WAY WIDTH: 60 FEET
 SR 0030 CURB TO CURB WIDTH: 36 FEET

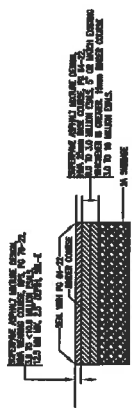
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THE BOROUGH OF CHAMBERSBURG OWNS, OPERATES AND MAINTAINS THEIR OWN GAS UTILITY

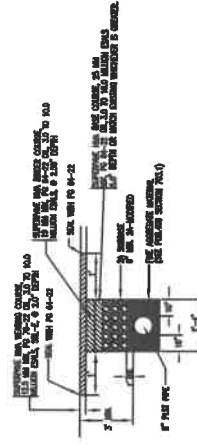
APPLICANT: BOROUGH OF CHAMBERSBURG APPLICATION NUMBER: 198845 COUNTY: FRANKLIN
 CONTACT PERSON: TED ZIMMERMAN TELEPHONE NUMBER: 717-264-5151
 INDICATE DISTANCE TO NEAREST INTERSECTION: 73' EAST
 BEGIN STA. SEG: 0391/OFFSET: 0073
 END STA. SEG: 0400/OFFSET: 1403.37
 LENGTH OF REPAIR/REPLACEMENT: 4924.37

NOTES:

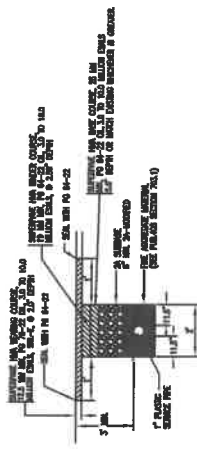
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EXISTING SUPERPAVE DETAIL



PROPOSED SUPERPAVE DETAIL



PROPOSED SERVICE CONNECTION SUPERPAVE RESTORATION DETAIL

BOROUGH OF CHAMBERSBURG 100 S. Second Street Chambersburg, Penna.		FORM NO. OCTOBER 2019
PAVEMENT RESTORATION PLAN FOR GAS MAIN EXTENSION LINCOLN WAY EAST S. MAIN STREET TO COLDBROOK AVENUE		
Date: <u>TIZ</u>	Scale: <u>1" = 25'</u>	G-XXXX
Checked: <u>BFC</u>	Approved:	

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

**MILL AND OVERLAY OF LINCOLN WAY
EAST**

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



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

AGREEMENT

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

WHEREAS, the Borough has authorized certain items of work in connection with "Specifications and Contract Documents for **Mill and Overlay of Lincoln way East from Coldbrook Avenue to Main Street**" (hereinafter the "Specifications"), as required, all in accordance with said Contract Documents as further defined below, attached hereto and made a part herein; and

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

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

NOW THEREFORE, the Borough and the Contractor in consideration of the requirements, terms and conditions of said Specifications and the offers, promises and representations made by the Contractor in said Proposal, by each of the parties hereto, on their parts, to be observed and fulfilled, 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 title "Specifications and Contract Documents for **Mill and Overlay of Lincoln way East from Coldbrook Avenue to Main Street**": Notice / Advertisement, General Terms and Conditions, Non-Discrimination Notice, Bidder Affidavit, Non-Collusion Affidavit, Public Works Employment Verification Form (if applicable), Proposal, Proposal Bond, Receipt of Confirmation of Bidding and Contract Documents (if applicable), any and all Addenda (if applicable), Receipt of Addenda (if applicable), the Contractor's Proposal, Agreement, Performance Bond, Payment Bond, Prevailing Wage Determination (if applicable), and Specifications (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"):

Item 1: Mill and Overlay of Lincoln Way East from Coldbrook Avenue to Main Street

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 below.

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.

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 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.

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 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 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 with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

5.3.2 Application for Final Payment.

5.3.2.1 After Contractor has, in the 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:

- a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance as required;
- b. consent of the surety, if any, to final payment;
- c. a list of all Claims against the Borough that Contractor believes are unsettled; and
- d. 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 5.3.2.3 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 satisfactory to the Borough to indemnify the Borough against any Lien.

5.3.3 Final Payment and Acceptance.

Upon final completion and acceptance of the Work in accordance with Paragraph 5.3.2, the Borough shall pay the remainder of the Contract Price 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.

5.4 Interest.

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

6. Contract Times

- 6.1 Term: The term of this Agreement shall begin on the Effective Date and terminate at midnight upon the date that all of Contractor's duties and obligations contemplated in this Agreement and the Contract Documents, including all warranties and correction periods, are completed or otherwise satisfied, unless terminated or extended at Borough's sole and absolute option as provided for herein.
- 6.2 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 6.2, 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 specified above under Paragraph 6.1.
- 6.5 Alternate Damages: The Borough, at its option, may waive liquidated damages as provided in Paragraph 6.2 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

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

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

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

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

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

8. Change Orders

- 8.1. Any alteration, modification, or deviation from the Contract Price, which shall include the moneys payable by the Borough to the Contractor for completion of the Work, materials and/or Services in accordance with the Contract Documents, and/or Contract Times, which shall include the number of days or dates in the Contract Documents to achieve any and all milestones, Substantial Completion, and completion of the Work and/or Services so that it is ready for final payment as further set forth in the Contract Documents and as further identified in Section 6, must be carried out upon written Change Order signed and dated by both the Borough and the Contractor unless otherwise provided for within this Section 8. Change Orders, when signed and executed by the Contractor and the Borough, shall be made part of this Contract. This written authorization must be provided prior to the commencement of any Additional or Extra Work.
- 8.2. Additional Work, which is defined as work of a type already provided by the Contract and for which the Contract has established a unit price, is generally used to describe work arising when alterations in the work are authorized but do not result in a significant change in the character of the work as required under the original contract. Prices related to Change Orders for Additional Work are processed as adjustments to a contract unit price.
- 8.3. Extra Work is defined as work arising from changes in quantities or alterations in the Work that results in a significant change in the character of the work under contract, or work having no quantity or price included in the Contract that is determined by the Borough to be necessary or desirable to complete the Contract. Prices related to Change Orders for Extra Work shall be proposed by the Contractor and negotiated with the Borough.
- 8.4. The Borough Manager, or designee, has the authority to approve all Field Change Orders, which are necessary for the completion of the Contract and do not exceed ten percent (10%) of the Proposal price. All other Change Orders are deemed Major Change Orders and shall only be approved by Town Council. The Borough Manager shall make the determination of what is a Field Change Order or Major Change Order.
- 8.5. Contractor shall not be entitled to an increase in the Contract Price or an extension of Contract Times with respect to any work performed that is not required by the Contract Documents except in the case of an emergency, as further discussed in Paragraph 8.9 below.
- 8.6. The Borough shall have sole and absolute discretion to grant a Change Order.

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

9. Contractor's Representations

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

- 9.1. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Contract Documents including any applicable "technical data".
- 9.2. Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.
- 9.3. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the Work.
- 9.4. Contractor is aware of the general nature of work to be performed by the Borough and others at the site that relates to the Work as indicated in the Contract Documents.

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

10. Subsurface & Physical Conditions and Underground Facilities

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

11. Existing Utilities

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

repair or replace damaged facilities, Borough or utility company may arrange to have the required work performed by others and the cost of such work will be charged to the Contractor by deduction from a progress payment.

12. Correction of Defective Work

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

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

12.3. Correction Period

12.3.1. If within one (1) 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.

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.

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

(If Contractor is an Individual)

Signature of Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

Date

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

Name of Partnership

Address of Partnership

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

Date

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

Name of Company

Address of Company

Signature of Witness

Signature of General Partner / Member

Signature of Witness

Signature of General Partner / Member

Signature of Witness

Signature of General Partner / Member

Date

(If Contractor is a Corporation)

Attest:

Name of Corporation

**Signature of Secretary or
Assistant Secretary**

Address of Principal Office

(Corporate Seal)

State of Incorporation

**Signature of
President or Vice President**

Date

Attest:

BOROUGH OF CHAMBERSBURG

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

Jamia L. Wright

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

**Mill and Overlay of Lincoln way East from
Coldbrook Avenue to Main Street**

Contract Identification:

General Construction

BOND

Date:

Amount:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the Performance of the Work as defined by the Agreement, which is incorporated herein by reference.
2. If the Contractor performs the Work, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Article 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Work. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Work, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor default; and
 - 3.2 The Owner has declared a Contractor default and formally terminated the Contractor's right to complete the Work. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Paragraph 3.1; and

- 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Agreement or to a contractor selected to perform the Work in accordance with the terms of the Agreement with the Owner.
4. When the Owner has satisfied the conditions of Article 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Work; or
 - 4.2 Undertake to perform and complete the Work itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Work, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Work, and pay to the Owner the amount of damages as described in Article 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 - 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Article 4 within fifteen (15) business days of Owner's satisfaction of the conditions of Article 3, or within twenty-four (24) hours after notice, where notice states that immediate action by the Surety is necessary to safeguard life or property, the Surety shall be deemed to be in default on this Bond three (3) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Work, and if the Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Agreement, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Agreement. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Work, the Surety is obligated without duplication for:

- 6.1 The responsibilities of the Contractor for:
 1. Completion of the Work.
 2. Correction of defective work during the one-year Correction Period, as defined in Paragraph 11 of the Agreement. The one-year Correction Period shall be extended for one year from the completion of the correction of defective work.
- 6.2 Additional legal, design, professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Article 4; and
- 6.3 Liquidated damages, or at the option of the Owner, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Work, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. To the extent of payment to the Surety of the Balance of the Contract Price, the Surety shall defend, indemnify, and hold harmless the Owner from all claims, suits, causes of action, and demands (including all costs of litigation and reasonable attorney fees), which are brought against Owner by Contractor or by any other party and which arise from or by reason of payment to the Surety of the Balance of the Contract Price.
9. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders, and other obligations.
10. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working and within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Article are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the front page.
12. When this Bond has been furnished to Owner in compliance with the Public Works Contractor's Bond Law of 1967, 8 P.S. § 191 *et. seq.*, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
13. The law controlling the interpretation or enforcement of this Bond shall be Pennsylvania Law.

14. Definitions:

- 14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Agreement after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Agreement.
- 14.2 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- 14.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Agreement or to perform and complete or comply with the other terms thereof.

(If Contractor is an Individual)

Signature of Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

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

	Name of Partnership

	Address of Partnership
_____	_____
Signature of Witness	Signature of Partner
_____	_____
Signature of Witness	Signature of Partner
_____	_____
Signature of Witness	Signature of Partner

(If Contractor is a Corporation)

ATTEST:

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

	Signature of President or Vice President

Type or print name below each signature.

(Corporation Surety)

Name of Corporation

Address of Office

Signature of Witness

Signature of Attorney-in-fact

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

Type or print name below each signature.

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

END OF PERFORMANCE BOND

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:

Mill and Overlay of Lincoln way East from Coldbrook Avenue to Main Street

Contract Identification:

General Construction

BOND

Date:

Amount:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Work as defined by the Agreement, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless the Owner from all claims, demands, liens, or suits by any person or entity who furnished labor, materials, or equipment for use in the performance of the Work, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Article 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Article 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within ninety (90) days after having last performed labor or last furnished materials or

equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the Contractor, or not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Article 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Article 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Article 4, the Surety shall promptly and at the Surety's expense take the following actions.
- 6.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
 - 6.3 The Surety's failure to discharge its obligations under this Section 6 shall not be deemed to constitute a waiver of defenses the Surety or the Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this Section 6, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant under this Section 6.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Agreement shall be used for the performance of the Work and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Work are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the Work.
9. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Work. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders, and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraphs 4.2.3 or 4.1, or (2) on which the last labor

or service was performed by anyone or the last materials or equipment were furnished by anyone under the Agreement, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

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

15. Definitions:

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

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

(If Contractor is an Individual)

Signature of Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

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

_____	_____
Signature of Witness	Name of Partnership
_____	_____
Signature of Witness	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:

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

TECHNICAL SPECIFICATIONS

1. If Contractor's bid is over Twenty-Five Thousand Dollars (\$25,000), bidders must conform to attached Pennsylvania Prevailing Wage Determination.
2. All work performed under this Contract shall be in accordance with PennDOT specifications as set forth in Publication 408 dated 2000.
3. The Contractor shall furnish, erect, and maintain all necessary barricades and signing commensurate with standard safety practices applicable to on-street construction and in compliance with PennDOT Publication 213 entitled "Work Zone Traffic Control".
4. The Contractor shall furnish the Borough Engineering Department with the name and telephone number of an individual who shall respond to and correct unsafe conditions within the limitations of the Contract during all non-working hours.
5. The Contractor cannot close the street during construction except with permission of the Borough Engineering Department.
6. The Contractor shall be responsible for damage to private and public property, curbs, and sidewalks adjacent to the work area and for damages to utilities within the work area.
7. Disposal of excavated materials is the responsibility of the Contractor. No excavated materials are to be taken to the Borough Farm.
8. The Contractor shall apply a tack coat before placing overlay. Cost of tack coat shall be included in the unit price for 1-1/2" wearing course.
9. The Contractor shall mill all tie-in joint at limit of work areas, cost to be included in unit price for 1-1/2" wearing course.
10. The Contractor is responsible for the installation of manhole frames and covers flush with the slope of the new roadway. The Borough will provide manhole frames and covers and HDPE grade adjustment rings. The Contractor is responsible for supplying all other required materials. Grade adjustment rings and manhole frames shall be purged with grout (minimum thickness of 4") after manhole castings are set in a bed of grout by the Contractor. The Contractor shall then coat the area purged with grout with two (2) coats of CRS-2 emulsions. The Contractor shall make all necessary repairs to manhole chimney sections before HDPE grade adjustment rings are installed. All manhole adjustments to grade shall be performed before the street is overlaid and overlay material shall be graded to the top elevation of the manhole during the process of the street overlay.
11. The Contractor is responsible for the adjustment of water valve boxes. Valve box adjustment rings will be provided by the Borough and shall be sealed with CRS-2 emulsions or approved equal. These adjustments must be made within two (2) weeks of the overlay.
12. Where it is determined a level course is required, it will be Superpave 9.5 mm, PG-64-22 Leveling 0.0 to 0.3 million ESAL SRL-M 80 lbs./s.y. It will be paid for on a tonnage-applied basis.
13. Placement of Superpave 9.5 mm, PG-64-22 Wearing 0.0 to 0.3 million ESAL SRL-M 1-1/2" depth thoroughly compacted, crowned, feathered to the existing curb line; therefore, not reducing the curb face reveal.
14. All work shall be completed by August 30, 2021.
15. The Borough shall reserve the right to increase or decrease the quantity of any item listed on the bid document MS-944 at prices quoted.
16. All joints including along the curb and around utility lids shall be sealed with CRS-2 emulsions or approved equal.
17. The Contractor shall furnish the Borough Engineering Department with the name and telephone number of an individual who shall respond to and correct unsafe conditions within the limitations of the Contract during all non-working hours.
18. Bidders are urged to arrange for an on-site inspection of these projects prior to submitting a bid.
19. The overlay must be completed in two (2) passes having one (1) joint in the middle of the street with the paving machine except in the alleys then one (1) pass is required.

20. Contractor must contact Brian Fogal, Engineering Supervisor, at 717-251-2415 or bfogal@chambersburgpa.gov to coordinate locations on Borough-owned private property for staging and delivery of materials.

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

Project Name:	Mill & Overlay of Lincoln Way East from Coldbrook Avenue to Main Street
Awarding Agency:	Borough of Chambersburg
Contract Award Date:	4/26/2021
Serial Number:	21-02055
Project Classification:	Heavy/Highway
Determination Date:	3/15/2021
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**

Project: 21-02055 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
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**

Project: 21-02055 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
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**

Project: 21-02055 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
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**

Project: 21-02055 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
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**

Project: 21-02055 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
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**

Project: 21-02055 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
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**

Project: 21-02055 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
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**

Project: 21-02055 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
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**

Project: 21-02055 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
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

Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) 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. 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 and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or 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), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

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

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

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

¹ 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.

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

³ 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.

⁴ 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. 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 or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit 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

Mill and Overlay of Lincoln Way East from Coldbrook Avenue to Main Street

All prospective bidders who obtained the Bidding Documents electronically must fax this "Receipt of Confirmation" form no later than Monday, April 12, 2021 at 9:00 a.m. EST to:

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

The undersigned confirms receipt of all 82 pages of the bidding and contract documents dated March 18, 2021 for the project referenced above as posted electronically at www.borough.chambersburg.pa.us.

Name of Company _____

Name of Recipient _____

Signature of Recipient _____

Title of Recipient _____

Phone No: _____

Fax No: _____

E-mail: _____

Date: _____