

SPECIFICATIONS AND CONTRACT DOCUMENTS

For

**BOROUGH OF CHAMBERSBURG
PLEASANT STREET STORM SEWER IMPROVEMENT PROJECT**

FOR

THE BOROUGH OF CHAMBERSBURG

Issued

July 2, 2024

Bids for items covered by these Specifications must be received by the Borough Secretary, 100 South Second Street, Chambersburg, Pennsylvania 17201, before 2:00 P.M., July 24, 2024

**Borough Contact Name: Robert Nolan, Storm Sewer System Inspector
Telephone 717-251-2031
rnolan@chambersburgpa.gov**

Proposal Submitted By:

NOTICE - SEEKING BIDS
BOROUGH OF CHAMBERSBURG
PLEASANT STREET STORM SEWER IMPROVEMENT PROJECT

The Borough of Chambersburg is accepting sealed bids for Borough of Chambersburg Pleasant Street Storm Sewer Improvement Project.

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

The Borough of Chambersburg Pleasant Street Storm Sewer Improvement Project work involves the construction of storm sewer piping and associated improvements. Details have been provided in the bidding documents. The Pleasant Street Storm Sewer Improvement Project received funding for this project from the Dirt, Gravel, Low Volume Roads Program (FCCD).

Please be advised that this project will partially be funded by a grant from the Dirt, Gravel, Low Volume Roads Program (FCCD). The Successful Bidder is required to adhere to all compliance requirements associated with the funding. Such requirements may be found in the grant agreement, attached hereto.

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

A pre-bid meeting will be held on **Thursday, July 11, 2024 at 2:00 p.m.** at Borough Hall, 100 South Second Street, Chambersburg, Pennsylvania.

Bids shall be submitted only on the enclosed Proposal Form included in the Bidding Documents. While Bidders may make comments to clarify their bid, Bidders cannot change, modify, delete, alter, amend or make additions to the wording to any of the Bidding Documents, including but not limited to the Agreement. Unauthorized conditions, exceptions, limitations, or provisions attached to a Bid may be cause for rejection of the Bid. Any questions regarding the Bidding Documents shall be submitted as Requests for Interpretation and the Bidding Documents may only be modified by Addendum issued by the Borough prior to the Bid opening date.

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

Bids will be received at the above address until **2:00 p.m., on Wednesday, July 24, 2024**. Any Bid received after said date and time will be returned unopened. All Bids must be in a sealed envelope clearly marked "Bid for Borough of Chambersburg", bearing the name of the Bidder and "Borough of Chambersburg Pleasant Street Storm Sewer Improvement Project". If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "**STORM SEWER BID ENCLOSED**" on the face of it. Please mail Bids to Attention: Jamia L. Wright, Borough Secretary

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

Bids may be taken under advisement and the award of contract, if awarded, will be made within sixty (60) days after the date of the opening of the Bids, or otherwise provided by law. The Town Council reserves the rights to formally accept a Bid and award a Contract by public announcement at a regular meeting of the Town Council.

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

INSTRUCTIONS TO BIDDERS

BOROUGH OF CHAMBERSBURG PLEASANT STREET STORM SEWER IMPROVEMENT PROJECT

1. Project Overview

The Borough of Chambersburg (the “Borough”) is seeking bids from qualified bidders for the general procurement of: “Borough of Chambersburg Pleasant Street Storm Sewer Improvement Project (the “Work”), as further described in the Specifications herein.

The Borough of Chambersburg Pleasant Street Storm Sewer Improvement Project involves the removal and replacement of existing storm sewer pipe and inlets as well as the installation of water quality inserts along Pleasant Street and Rosemont Court.

The Pleasant Street Storm Sewer Improvement Project received funding for this project from the Dirt, Gravel, Low Volume Roads Program (FCCD).

Please be advised that this project will partially be funded by a grant from the Dirt, Gravel, Low Volume Roads Program (FCCD). The Successful Bidder is required to adhere to all compliance requirements associated with the funding. Such requirements may be found in the grant agreement, attached hereto.

2. Bidding Documents and Contract Documents

The Bidding Documents include the following documents:

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

3. Copies of Bidding Documents

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

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

The Bidding Documents may also be obtained electronically at www.chambersburgpa.gov. All prospective Bidders who obtained the Bidding Documents electronically must fax a "Receipt of Confirmation" form no later than 9:00 A.M. on July 17, 2024 to Jamia Wright at (717) 251-2437.

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

4. Contractor

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

5. Qualifications of Bidders

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

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

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

6. Examination of Contract Documents and Site

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

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

The Borough shall, at its convenience, make facilities accessible to each Bidder for this

purpose. Failure to arrange for inspection may disqualify Bidder.

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

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

7. Interpretations and Addenda

Any questions or requests for interpretation of any provision of the Bidding Documents or the Project shall be made to Robert Nolan, Storm Sewer System Inspector, at 717-251-2031 or rnolan@chambersburgpa.gov at least five (5) days prior to the submission deadline.

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

8. Security

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

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

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

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

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

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

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

9. Liquidated or Other Damages

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

10. Substitutions and "Or Equal" Items

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

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

11. Public Works Employment Verification Act

The Contractor shall comply with the Pennsylvania Public Works Employment Verification Act, 71 P.S. § 656.1, *et seq.*, as it relates to public works contractors requiring to verify that newly hired employees are authorized to work in the United States, for certain public works contracts estimated to be in excess of Twenty-Five Thousand Dollars (\$25,000.00). In the event the amount of the bid is in excess of Twenty-Five Thousand Dollars (\$25,000.00) the Bidder is required to submit a completed Public Works Employment Verification Form to the Borough as a condition of award of the Contract.

12. Pre-bid Meeting Information

A pre-bid meeting will be held on **Thursday, July 11, 2024 at 2:00 p.m.** at Borough Hall, 100 South Second Street, Chambersburg, PA 17201. Bidders are encouraged to attend and participate in the conference. Oral statements made at the pre-bid meeting by the Borough, its officers, employees, agents, and consultants may not be relied upon and will not be binding or legally effective. The Borough may release an Addendum in response to questions arising at the conference if deemed necessary or desirable by the Borough.

13. Proposal Form

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

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

The following should be considered by Bidder with Bid submission:

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

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

14. Submission of Bids

Bids shall be submitted no later than the time and place indicated in the Notice. All bids must be in a sealed envelope clearly marked "Bid for Borough of Chambersburg", bearing the name of the Bidder and "Borough of Chambersburg Pleasant Street Storm Sewer Improvement Project". If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "**STORM SEWER BID ENCLOSED**" on the face of it. Please mail bids to:

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

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

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

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

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

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

15. Modification and Withdrawal of Bids

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

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

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

16. Bids to Remain Subject to Acceptance

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

17. Award of Contract

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

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

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

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

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

18. Signing of Agreement

When the Borough gives a Notice of Intent to Award to the apparent Successful Bidder, it will be accompanied by two (2) unsigned counterparts each of the Agreement (each with a copy of the Bid submission and, if applicable, a List of Proposed Subcontractors attached), the Payment and Performance Bonds, or other forms of financial security, W-9 Form, Public Works Employment Verification Form and any other document requested to be completed by the Borough. Within fifteen (15) days thereafter, apparent Successful Bidder shall sign and deliver to the Borough the two (2) signed counterparts of the Agreement accompanied by the executed Performance and Payment Bonds (with a power-of-attorney certificate attached to each) or other forms of financial security, completed W-9 Form, completed Public Works Employment Verification Form, required insurance certificate(s) and

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

GENERAL TERMS AND CONDITIONS

1. Labor and Equipment

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

2. Inspection of Work or Equipment, Goods, Acceptance

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

3. Warranty

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

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

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

4. Permits, Licenses, etc.

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

5. Assignment

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

no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

6. Invoices and Payment

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

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

7. Insurance

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

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

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

WORKMEN’S COMPENSATION

Statutory limit as required by the Commonwealth of Pennsylvania.

BUSINESS AUTOMOBILE

Covering Any Automobile (Symbol I)

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

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

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

The Borough, its elected officers and employees, shall be named an additional insured on the Contractor's CGL policy.

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

8. Indemnification

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

9. Taxes

All taxes of whatsoever kind, nature and description payable in respect to the performance of this agreement are to be paid by the Contractor unless otherwise provided by law. The Borough is sales tax exempt. A tax exemption certificate will be furnished to the Contractor. Contractor, however, is not exempt from the obligation to follow appropriate tax laws in the procurement of materials and services used in the performance of this contract. Contractor may obtain legal advice to determine how and to what extent the Borough's tax exemption may be utilized by the Contractor. The Borough will provide, at the Contractor's written request, documentation required to obtain applicable tax exemptions.

10. Additional Contractor Compliance

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

- a. Contractor shall comply with Commonwealth of Pennsylvania Prevailing Wage Act, P.L. 987, as amended, for certain projects that exceed \$25,000.00 or utilize particular grant funding.
- b. Contractor is subject to the provisions of the Pennsylvania Steel Products Procurement Act of 1978, P.L. 6, as amended. The Act and amendments require that the Contractor use or furnish only steel products (as defined in the Act and amendments) which have been produced in the United States.

- c. Contractor is subject to the provisions of Pennsylvania Act 247 of 1972, as amended, relating to the prevention of environmental pollution and the preservation of public natural resources.
- d. Contractor is subject to the provisions of the Pennsylvania Human Relations Act No. 222 of 1955, as amended.
- e. Contractor is subject to the provisions of Pennsylvania Underground Utility Line Protection Act, Act 287 of 1974, as amended by Act 121 of 2008, which requires contractors to notify public utilities prior to starting excavation or demolition work.
- f. Contractor shall comply with the Pennsylvania Public Works Contract Regulation Law, as amended by Act 142 of 1994 as it relates to timely payment by Contractor and Subcontractor to its Subcontractors.
- g. Contractor shall comply with the Antbid-Rigging Act, 62 Pa.C.S.A §4501, *et seq.*
- h. Contractor acknowledges and understands that any information received by the Borough may be subject to the Pennsylvania Right to Know Law, 65 P.S. § 67.101 *et seq.*, and the Borough will process any and all request made pursuant to the Pennsylvania Right to Know Law in accordance with the Right to Know Law.
- i. Contractor shall accept, as applicable, the provisions of the act of June 2, 1915 (P.L. 736, No. 338), known as the Workers' Compensation Act, as amended.

11. Right to Know

The Contractor acknowledges and understands that any information received by the Borough may be subject to the Pennsylvania Right to Know Law, 65 P.S. § 67.101, *et seq.* If any information received by the Borough is subject to a request pursuant to the Pennsylvania Right to Know Law, the Borough shall notify the Contractor within five (5) days of receiving said request pursuant to the Right to Know Law. The Parties hereto shall use all reasonable efforts to coordinate a response pursuant to the Right to Know Law. In the event that the Contractor determines that the requested information is considered a Trade Secret or Confidential Proprietary Information as defined by the Right to Know Law or that any other exemption applies, the Contractor shall notify the Borough within five (5) days of it receiving notification from the Borough of the request for information pursuant to the Right to Know Law. In the event that the Borough denies a request pursuant to the Right to Know Law at the Contractor's request and that denial of information is appealed to the Pennsylvania Office of Open Records and/or Pennsylvania Courts, the Contractor shall indemnify the Borough for any and all legal expenses incurred by the Borough as a result of such challenge and may participate in any proceedings as an interested party. The Contractor's duties regarding the Right to Know Law are continuing duties that survive the expiration of the Agreement.

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

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

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

subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.

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

Name of Bidder, Corporation, Firm or Individual

By: _____
Authorized Representative

Please Print Signature

Title

Business Address of Bidder

Phone #

BIDDER AFFIDAVIT

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

DATE _____

**Project: BOROUGH OF CHAMBERSBURG PLEASANT STREET STORM SEWER
IMPROVEMENT PROJECT**

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

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

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

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

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

ARTICLE 3 - BIDDER'S REPRESENTATIONS

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

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

ARTICLE 4 - BASIS OF BID

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

ITEM	APPROXIMATE QUANTITIES	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1	LS	MOBILIZATION		
2	1	LS	MAINTENANCE AND PROTECTION OF TRAFFIC		
3	4	EA	TYPE M CONCRETE INLET TOP UNIT AND GRATE		
4	4	EA	STANDARD INLET BOX		
5	4	EA	FLEXSTORM FX PURE INLET FILTERS		
6	45	LF	15" SMOOTH CORRUGATED POLYETHYLENE PIPE		
7	272	LF	18" SMOOTH LINED CORRUGATED POLYETHYLENE PIPE		
8	364	SY	SUPERPAVE ASPHALT MIXTURE DESIGN, BASE COURSE, PG 64S-22,0.3 TO <3 MILLION ESALS,		
9	246	SY	SUPERPAVE ASPHALT MIXTURE DESIGN, WEARING COURSE, PG 64S-22,0.3 TO <3 MILLIO SEALS, 12.5MM 2" DEPTH		
10	25	LF	12" COMPOST FILTER SOCK		
11	1	LS	SEEDING AND SOIL SUPPLEMENTS		
12	246	SY	2A SUBBASE 6" DEPTH		
13	2	EA	TEMPORARY INLET PROTECTION		

TOTAL PLEASANT STREET STORM SEWER IMPROVEMENT PROJECT COSTS	\$ _____
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ARTICLE 5 — TIME OF COMPLETION

5.01 Bidder agrees that the performance of the Work will conform to the schedule set forth in the Agreement. Work should not commence until after the Notice to Proceed is issued.

ARTICLE 6 - ATTACHMENTS TO THIS BID

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

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

The undersigned does further declare that the statements and representations made in this Proposal are

true in every respect and that said Proposal is in all respects fair and made without collusion or fraud, and that no member of the Borough Council or any agent or employee of the Borough directly, or indirectly is interested in this Proposal, or in any portion of the profits expected to accrue there from.

Company Name _____

Address _____

Signature _____

Printed Name _____

Name of person familiar with proposal _____

Phone number _____

E-mail address _____

PROPOSAL BOND

BIDDER (Name and Address):

SURETY (Name and Address):

OWNER (Name and Address):

BOROUGH OF CHAMBERSBURG
100 South 2nd Street
Chambersburg, PA 17201

PROJECT

**BOROUGH OF CHAMBERSBURG PLEASANT
STREET STORM SEWER IMPROVEMENT
PROJECT**

Bid Date:

BOND

Date:

Amount:

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the full-face amount of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents, the executed Agreement required by the Bidding Documents, and any Performance Bonds, Payment Bonds, Certificates of Insurance, or other documents required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any Performance Bonds, Payment Bonds, Certificates of Insurance, or other documents required by the Bidding Documents and Contract Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt of Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

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

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

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

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

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

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

(If Bidder is an Individual)

Signature of Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

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

Name of Partnership

Address of Partnership

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

(If Bidder is a Corporation)

Attest:

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

Type or print name below each signature.

(Corporation Surety)

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

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

Type or print name below each signature.

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

END OF PROPOSAL BOND

AGREEMENT

THIS AGREEMENT (hereinafter, the "Agreement") made this _____ day of _____ 2024 (the "Effective Date") by and between the Borough of Chambersburg, a Municipal Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter the "Borough") and _____ (hereinafter the "Contractor").

WITNESSETH

WHEREAS, the Borough has authorized certain items of work in connection with "Specifications and Contract Documents for "Borough of Chambersburg Pleasant Street Storm Sewer Improvement Project" (hereinafter the "Specifications"), as required, all in accordance with said Contract Documents as further defined below, attached hereto and made a part herein; and

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

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

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

1. **Recitals**

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

2. **Contract Documents**

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

3. **Basis of Agreement**

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

4. Scope of Work

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

The Borough of Chambersburg PLEASANT STREET STORM SEWER IMPROVEMENT PROJECT in the Borough of Chambersburg in accordance with the requirements of the Contract Documents.

5. Payment

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

5.2. Retainage.

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

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

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

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

or indirectly involved, unless the contractor causing the additional claim furnishes a Bond in a form, substance and amount satisfactory to the Borough to indemnify the Borough against the claim.

5.3. Final Payment.

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

5.3.2. Application for Final Payment.

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

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

5.3.2.2.1. an invoice for the Work approved by the Borough;

5.3.2.2.2. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance as required;

5.3.2.2.3. consent of the surety, if any, to final payment;

5.3.2.2.4. a list of all Claims against the Borough that Contractor believes are unsettled; and

5.3.2.2.5. complete and legally effective releases or waivers (satisfactory to the Borough) of all Lien rights arising out of or Liens filed in connection with the Work.

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

5.3.3.Final Payment and Acceptance.

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

5.3.4.Interest.

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

6. Contract Times

- 6.1. Term: The term of this Agreement shall begin on the Effective Date and terminate at midnight sixty (60) days from date of Notice to Proceed unless terminated or extended at the Borough's sole and absolute option as provided for herein.
- 6.2. Contract Times: All time set forth for completion of milestones (if any), substantial completion (if any), and completion as set forth in the Contract Documents are the essence of this Agreement.
- 6.3. Liquidated Damages: The Borough and Contractor recognize that time is of the essence of this Agreement and that the Borough will suffer financial loss if the Work is not completed within the times specified in Paragraph 6.1 above, plus any extensions thereof. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Borough if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Borough and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Borough Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified in Paragraph 6.1 above.
- 6.4. Additional Damages: In addition to the liquidated damages amount(s) specified above under Paragraph 6.3, Contractor also agrees to reimburse the Borough for all administrative, legal, engineering, construction observations costs, and/or any other costs associated with Contractor's failure to meet any of the Contract Times or milestones as set forth herein.
- 6.5. Alternate Damages: The Borough, at its sole option, may waive liquidated damages as provided in Paragraph 6.3 and elect to recover from Contractor the Borough's actual damages for such delay. Actual damages may include, without limitation, any fines or penalties imposed on the Borough by any regulatory body plus all actual damages suffered by the Borough as a result of such delay including, without limitation, loss of revenue, engineering fees and consultants fees, construction observation fees, and legal fees incurred by the Borough as a result of such delay.

7. Termination / Suspension

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

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

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

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

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

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

8. Change Orders

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

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

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

9. Contractor's Representations

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

- 9.1. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Contract Documents including any applicable "technical data".

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

10. Subsurface & Physical Conditions and Underground Facilities

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

11. Existing Utilities

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

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

12. Correction of Defective Work

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

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

12.3. Correction Period

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

12.3.1.1.1. repair such defective land or areas; or

12.3.1.1.2. correct such defective Work; or

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

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

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

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

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

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

12.4. Acceptance of Defective Work

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

12.5. The Borough May Correct Defective Work

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

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

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

Work; and the Borough shall be entitled to an appropriate decrease in the Contract Price. Such claims costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

13. Force Majeure

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

14. Non-Discrimination

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

15. Assignment

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

16. Remedies

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

17. Governing Law / Venue / Jurisdiction

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

18. Entire Agreement

This Agreement contains the entire Agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the

parties. No modification, amendment, change or addition to this Agreement shall be binding on the parties unless reduced in writing mutually agreed to, and signed by the parties authorized representatives.

19. Successors and Assigns

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

20. Severability

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

21. Independent Contractors

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

22. Disputes

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

23. Effective Date

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

24. Counterparts

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

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

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

(If Contractor is an Individual)

Signature of Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

Date

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

Name of Partnership

Address of Partnership

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

Date

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

Name of Company

Address of Company

Signature of Witness

Signature of General Partner / Member

Signature of Witness

Signature of General Partner / Member

Signature of Witness

Signature of General Partner / Member

Date

(If Contractor is a Corporation)

Attest:

Name of Corporation

**Signature of Secretary or
Assistant Secretary**

Address of Principal Office

(Corporate Seal)

State of Incorporation

**Signature of
President or Vice President**

Date

Attest:

BOROUGH OF CHAMBERSBURG

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

**Jamia L. Wright
Borough Secretary**

**Allen Coffman
President of Town Council**

Date

END OF AGREEMENT

PERFORMANCE BOND

CONTRACTOR (Name and Address):

SURETY (Name and Address):

OWNER (Name and Address):

BOROUGH OF CHAMBERSBURG
100 South Second Street
Chambersburg, PA 17201

AGREEMENT

Amount:

Project Identification

**BOROUGH OF CHAMBERSBURG PLEASANT
STREET STORM SEWER IMPROVEMENT
PROJECT**

BOND

Date:

Amount:

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

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

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

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

- 6.1 The responsibilities of the Contractor for:
 1. Completion of the Work.
 2. Correction of defective work during the two-year Correction Period, as defined in Paragraph 12 of the Agreement. The two-year Correction Period shall be extended for one year from the completion of the correction of defective work.
- 6.2 Additional legal, design, professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Article 4; and
- 6.3 Liquidated damages, or at the option of the Owner, actual damages caused by delayed performance or non-performance of the Contractor.

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

8. To the extent of payment to the Surety of the Balance of the Contract Price, the Surety shall defend, indemnify, and hold harmless the Owner from all claims, suits, causes of action, and demands (including all costs of litigation and reasonable attorney fees), which are brought against Owner by Contractor or by any other party and which arise from or by reason of payment to the Surety of the Balance of the Contract Price.
9. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders, and other obligations.
10. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working and within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Article are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the front page.
12. When this Bond has been furnished to Owner in compliance with the Public Works Contractor's Bond Law of 1967, 8 P.S. § 191 *et. seq.*, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
13. The law controlling the interpretation or enforcement of this Bond shall be Pennsylvania Law.
14. Definitions:
 - 14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Agreement after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Agreement.
 - 14.2 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
 - 14.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Agreement or to perform and complete or comply with the other terms thereof.

(If Contractor is an Individual)

Signature of Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

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

Name of Partnership

Address of Partnership

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

(If Contractor is a Corporation)

ATTEST:

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

	Signature of President or Vice President

Type or print name below each signature.

(Corporation Surety)

	Name of Corporation

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

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

Type or print name below each signature.

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

PAYMENT BOND

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

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

AGREEMENT

Amount:

Project Identification:

**BOROUGH OF CHAMBERSBURG PLEASANT
STREET STORM SEWER IMPROVEMENT
PROJECT**

BOND

Date:

Amount:

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

performed; and

2. Have either received a rejection in whole or in part from the Contractor, or not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Article 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

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

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

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

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

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

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

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraphs 4.2.3 or 4.1, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Agreement, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the

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

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

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

15. Definitions:

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

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

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

END OF PAYMENT BOND



Commonwealth of Pennsylvania
Public Works Employment Verification Form

Public Works Employment Verification Office
Department of General Services
Bureau of Procurement 6th floor, Forum Place 555 Walnut Street
Harrisburg, PA 17101-1914
717-346-8115
ra-gsgseverify.pa.gov

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

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

Check One:

- Contractor
- Subcontractor

Contracting Public Body _____

Contract/Project No. _____

Project Description _____

Project Location _____

Date enrolled in E-Verify _____

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

Date of Signature

Item No. 100-001: MOBILIZATION

In accordance with PennDOT Pub. 408: Section 608. Work generally includes:

- Assembling and setting up for the project, the Contractor's necessary general plant, including Contractor's offices, signs, shops, storage areas, sanitary and any other facilities, as required by the Contract Documents.
- Site photography and documentation of existing conditions and project progress.
- Compliance with local and State law and regulations.
- Project Management which includes all administrative requirements associated with completion of the Work for the project as described in the General Conditions and Division 1 of the Project Manual. Project Management shall also include Contractor's overhead costs, such as bonding and insurance.
- Coordination with utilities to locate their infrastructure at the project site for relocations/adjustments as indicated on the construction drawings or as necessary to complete the work. Coordination with the utility includes notification to the utility and Engineer at the start of work or upon discovery of any conflict, work order filing with the utility, obtaining any necessary permits required by utility providers, scheduling the relocations with the utility in conjunction with Contractor's schedule, aiding the utility in the layout of the work to be completed, payment (if required) to the utility as required to complete the work, and managing the utility relocation/adjustments until the work is completed.
- Documenting existing pavement markings.
- Temporarily relocating private signs, facilities and mailboxes that conflict with access to the work to be performed. Permanent restoration of such items upon completion of construction in the affected areas.
- Temporarily removing and resetting of regulatory Type B traffic signs that conflict with access to the work to be performed. Removal of sign to be in accordance with PennDOT Publication 408, Section 931. Regulatory signs must be reset prior to opening any roadway to traffic. All post-mounted Type B signs shall be permanently reset upon completion of work per PennDOT Publication 408, Section 941.
- Tree branches that occupy the area necessary to work or that are damaged by the Contractor's operations shall be trimmed. Cut the tree branches at least 1 foot from the branch collar to avoid damaging the tree bark. After the branch is removed, cut the remaining stub where the branch collar transitions to the smooth bark of the tree limb.
- Preparing the site for construction including coordination with residents such as notifying adjacent property owners of impending construction activities. The manner of which shall be coordinated with the Engineer and Owner or Owner's Representative and agreed upon prior to outreach to residents.
- Other items that may be called out on the Drawings or elsewhere in the Contract Documents as being incidental to Mobilization.

Item No. 100-002: MAINTENANCE AND PROTECTION OF TRAFFIC

In accordance with PennDOT Pub. 408: Section 901 and PennDOT Pub. 213 "Temporary Traffic Control Guidelines",

Work generally includes:

- Furnish, erect, place, and maintain traffic control signs and devices and maintain traffic during hours of construction and at all other times in accordance with the following:
 1. 67 PA Code, Chapter 212, Official Traffic Control Devices, Subchapter E
 2. PennDOT Pub. No. 35, Approved Construction Materials (Bulletin 15).
 3. PennDOT Pub. No. 111 – Traffic Control Pavement Markings and Signing Standards, TC-8600 and TC-8700
 4. PennDOT Pub. 213 – Temporary Traffic Control Guidelines
 5. PennDOT Pub. 236 – Handbook of Approved Signs
 6. PennDOT Pub. 408 - Standard Specifications (including Section 901).
- The Contractor, at his discretion, may submit an alternate Traffic Control Plan for review and approval by the Engineer and PennDOT, if required.
- Maintain constant surveillance of the traffic control operation and replace or correct any missing, damaged, ineffective, or misaligned equipment to the satisfaction of the Engineer.
- Do not stop traffic within the work area for more than a 5-minute period at any onetime.
- Use Type III or higher Sheeting on all short-term traffic control signing and devices.
- Contractor is not permitted to work in darkness without an approved supplemental Traffic Control Plan addressing night time work and precautions.
- Contractor shall coordinate the placement and/or removal of signs, pavement markings, and traffic control devices throughout the duration of the contract that may conflict with adjacent work zones. This includes any work that is adjacent to or within the limits of the project.
- Maintain all travel lanes in acceptable condition within the limits of the project, and immediately remove any earth, gravel, or other material tracked or spilled on traffic lanes or shoulders that are not in protected work areas, regardless of the source of material.
- Delineate open excavation, obstructions, or other exposed hazards; maintain all pedestrian crossings, handicap ramps, and access to residences and businesses. Provide delineation in such areas using orange, reflective safety fence.
- Protect drop-offs adjacent to vehicular traffic in accordance with Pub 408, Section 901.3(j).
- Short term lane closures are not permitted on PennDOT Highways between 6:00 A.M. and 9:00 A.M., and 3:00 P.M. and 6:00 P.M., or as referenced in the Highway Occupancy Permit.
- Remove all short term traffic control devices at the end of each working day and restore traffic to 2-lane, 2-direction traffic unless otherwise approved by the Engineer.
- Steel plates are only approved if the opening is less than 6 feet in length and/ or width. Steel plates must be pinned and either recessed or a asphalt wedge provided on all sides.
- Detours are not approved for use on PennDOT Highways unless approved by PennDOT.
- Long term lane closures are permitted for this project. Lane restrictions are not permitted during the following times for Events and Holidays:
 1. Easter Weekend: 6 PM Friday until 6 AM Monday.
 2. Memorial Day Weekend: 6 PM Friday until 6 AM Tuesday.
 3. Independence Day Weekend: 6 AM July 3rd until 6 AM July 5th.
 4. Labor Day Weekend: 6 AM Friday until 6 AM Tuesday.
 5. Thanksgiving: 6 AM Wednesday until 6 AM Monday.

6. Christmas & New Year's: 6 AM Christmas Eve Day until 6 AM January 2nd.

- At least two (2) weeks prior to imposing any traffic control/ work, obtain contact information in order to notify project-specific Local Municipalities, Emergency Services, Local and/ or State Police, Fire Departments, Post Offices, and School District Transportation Coordinators. The County Emergency Control centers are all listed at <http://www.paapco.org/index.php/pacommceners>. Provide written documentation of all contacts and notifications that were made to the Owner, unless otherwise directed. Notify the following as applicable:
 1. Owner
 2. Municipal Police Department
 3. Municipal Fire Department
 4. Post Office
 5. School District Transportation Coordinator
 6. Franklin County Emergency Management Agency/911
 7. Engineer
 8. PennDOT Special Hauling Permits Office
 9. PennDOT Community Relations Coordinator
 10. Waste Removal and Recycling Services
- Notify the Owner or Owner's Representative a minimum of two (2) weeks (excluding holidays) prior to any significant traffic control, traffic pattern change and/or for Route/Bridge Restrictions.
- Maintain access to all mailboxes, driveways, alleys, local roads, fire hydrants, businesses and dwellings within the construction area during all phases of construction. Contractor is to notify property owners fourteen (14) days in advance of construction affecting their property.
- When access to a business is impacted by a road closure or detour route provide temporary supplemental wayfinding signs that read: "Business Name" FOLLOW DETOUR. Use black 4" uppercase letters on orange background. If multiple businesses are impacted provide each business name on a separate line.
- Cooperate and coordinate with any adjacent contractor in the maintenance and protection of traffic during construction. Coordinate the placement and/or removal of signs and traffic control devices throughout the duration of this contract.

Proposed Improvements within Local Streets:

- Place advance warning signs on both approaches of the work zone and any side streets as indicated on Figure PATA 201 of Pub. 213 for all long term work activities.
- Control traffic as indicated on Figure PATA 202 and 204 of Pub. 213 for long term work activities and/or materials stored within any local roadway.
- Control traffic as indicated on PATA Figure 102, 103, 104, 105, 106, 107, 108, 109 or 110 of Pub. 213 during working hours within any local roadway.
- For any work area(s) which require the closure of a local roadway, control traffic as indicated on PATA figure 216. Detour traffic using adjacent local roads.
- Control pedestrian traffic during working hours in accordance with Figures PATA 217 and/or 218 during construction activities which impact existing sidewalks or crosswalks.
- Maintain unobstructed access to existing properties along the construction site at all times unless coordinated with the property owner 48 hours in advance.
- Restore or reconstruct the disturbed areas to the satisfaction of the engineer before restoring traffic.

- Before terminating work each day, replace all lane lines and centerlines covered or destroyed during the day's operations.

Item No.: _200-007: COMPOST FILTER SOCK (12")

In accordance PennDOT Pub. 408: Section 867.

Work generally includes:

- Furnishing, placing, anchoring and maintaining compost filter sock erosion and sedimentation pollution control systems.
- Provide well-decomposed, stable, weed-free, organic compost derived from agriculture, food, stump grindings, and yard or wood/ bark organic matter sources – aerobically composted with no objectionable odors.
- Provide filter sock meeting the compost filter sock requirements of the DEP Erosion and Sediment Pollution Control Program Manual.
- Place compost filter sock downslope of earth disturbance on level contour as indicated.
- Maintenance of the compost sock concrete washout area, if applicable, throughout the duration of the project.
- Routinely inspect the compost filter sock for damage that would make the filter sock non-functioning.
- Repairing and or replacing damaged areas of compost filter sock as indicated. (repair and replacement is at Contractors expense).
- Removal and disposal of the compost filter sock upon approved stabilization.

Item No. 200-032: INLET FILTER BAG

In accordance with PennDOT Pub. 408: Section 860 and PA DEP Erosion and Sediment Pollution Control Program Manual.

Work generally includes:

- Furnishing, installing, maintaining and removal of inlet filter bags.
- Install filter bags as shown on the Plan Drawings.
- Disposal of accumulated sediment and filter bags in an approved waste area and comply with all State and Federal guidelines.

Item No. 300-026: TYPE M CONCRETE INLET TOP UNIT AND GRATE

In accordance with PennDOT Pub. 408: Sections 605, 606, 705 and PennDOT Pub. 72M: RC-

45M. Work generally includes:

- Verifying top unit thickness, type, and all dimensions and notifying the Engineer of any need for changes prior to ordering.
- Furnishing and installing the top unit, grate, precast concrete grade adjustment rings. Provide traffic-rated, bicycle safe grates for all inlet tops, unless indicated differently on the Plan Drawings (Vane Grates).
- Placement of all inlet tops on a bed of non-shrink grout. Grout bed thickness shall not be less than ½" and shall not exceed 3" for longitudinal and/ or cross slope adjustment.
- If a grade adjustment of greater than 3" is required, place one precast concrete adjustment ring on a ½" thick bed of non-shrink grout to provide full bearing on the support surface. Use of multiple grade adjustment rings shall be prohibited, Concrete grade adjustment rings shall be between 2" and 10" in thickness. Use of tapered grade rings is permitted as long as the minimum dimension is 2" and the maximum dimension is 10".
- A cast-in-place concrete grade adjustment ring may be used in lieu of a precast grade adjustment ring. The cast-in-place grade adjustment ring will be constructed of Class AA cement concrete. Use a PENNDOT Bulletin 15 approved bonding agent between the inlet box and the grade adjustment ring. Provide normal curing of concrete as per PennDOT Pub. 408 Specifications. Do not place the inlet top unit within 4 days of concrete placement for cast-in- place adjustments.

- Brick or brick and mortar are not permitted for grade adjustments.
- Attach steel frame and grate rigidly to the structure using 6 - 4" long by 1/2" diameter stainless steel threaded studs and anchors spaced evenly (2 each on the long sides of the top unit and 1 each on the short sides of the inlet top unit), with stainless steel washers and stainless-steel hex head nuts.
- Connection of new Type C Units to adjacent curb sections with 2 - #8 x 1'-0" dowel bars and 3/4" wide pre-molded expansion joint material conforming to the cross-sectional area of the curb on either side of the top unit, including a PENNDOT Bulletin 15 approved flexible joint caulking sealant.

Item No. 300-045: STANDARD INLET BOX

In accordance with PennDOT Pub. 408: Sections 605, 606, 663, 705, 713 and PennDOT Pub. 72M: RC-46M.

Work generally includes:

- Verifying that the proposed box size is able to facilitate the pipe inverts, pipe diameters, and pipe alignments entering and exiting box and notifying the Engineer of any need for changes prior to ordering.
- Providing shop drawings of inlet boxes certified by the pre-cast manufacturer that detail all pertinent information needed for construction and to verify design requirements.
- Saw cutting, removal, and disposal of existing pavement.
- Excavation for proposed shoring and box placement.
- Dewatering of the excavation.
- Shoring with dimensions adequate to allow for placement and compaction of backfill on all sides of the proposed box.
- Removal and proper disposal of any existing drainage structures (including double boxes) that will no longer be functional as a result of installing a proposed inlet box.
- Removal and disposal of unsuitable material and surplus material.
- Furnishing, placement and compaction of 2A coarse aggregate base for inlet box
- ~~Furnishing and installation of proposed inlet box.~~ Inlet boxes shall be set level.
- Water tight connection of the proposed box to the proposed pipes and any existing storm pipes utilizing sewer brick and non-shrink grout or other apparatus approved by the Engineer.
- Filling lifting lugs with non-shrink grout.
- Furnishing, placement and compaction of 2A stone backfill within in the roadway to subgrade or suitable backfill outside the roadway, to grade. Suitable backfill is defined as compacted material containing no debris, organic matter, frozen material or large stones greater than 4 inches in diameter.
- Construction of low-flow channel in inlet box using Class A Cement Concrete.
- Providing steps when the depth between the finished grade elevation and the top of bottom slab elevation is greater than 5'-0".
- Watertight connection of double boxes (proposed-proposed or proposed-existing), if applicable.
- Furnishing and placement of box transition slab top with watertight gasket.
- Maintaining the excavated surface in a drivable condition until base course paving is placed.

Item No.300-096: 15" SMOOTH LINED CORRUGATED POLYETHYLENE PIPE
Item No.300-097: 18" SMOOTH LINED CORRUGATED POLYETHYLENE PIPE

In accordance with PennDOT Pub. 408: Sections 601, 703, 704 and PennDOT Pub. 72M: RC

30M. Work generally includes:

- Saw cut, removal, and disposal of existing pavement.
- Excavation for pipe placement.
- Contractor will only excavate the amount of trench that can be properly backfilled and compacted in the same working day.
- Removal and disposal of existing pipe, unsuitable and surplus material.
- Furnishing, layout, and installation of proposed pipes with water tight joints. All pipe materials shall be watertight, unless otherwise approved by the Engineer.
- Furnishing and installation of watertight couplers (as necessary) to provide watertight joints on all pipe connections.
- Providing shoring wide enough to allow for the required trench width as specified on the Drawings.
- ~~Dewatering of the excavation.~~
- Furnishing, placement and compaction of pipe bedding,
- Furnishing, placement and compaction of 2A stone backfill within the roadway to subgrade or suitable backfill outside the roadway, to grade.
- Suitable backfill is defined as compacted material containing no debris, organic matter, frozen material or large stones greater than 4 inches in diameter.
- Connection and/or splicing of dissimilar pipe materials or diameters using dissimilar pipe couplers.
- Any tie-ins/connections to/from existing pipes and/or structures to provide a watertight seal.
- Final cleaning and flushing of pipe runs.
- Maintaining the trench surface in a drivable condition until base course paving is installed.
- Base course pavement restoration of pipe trenches shall be completed within 10 Calendar Days of the completion of the pipe installed during that work day, or as directed by the Engineer.
- If permanent pavement cannot be installed within 10 Calendar Days, Contractor will lay a temporary paving course consisting of hot mixed asphalt pavement compacted to grade with a minimum depth of 2 inches at no additional cost to the Owner.
- Areas of temporary paving shall be maintained in a smooth, drivable condition, free of settlement, rutting and potholes.
- Temporary pavement shall be removed and lawfully disposed of prior to installing permanent pavement.
- Failure to comply with the time restraints set forth in this section shall result in the pipe being classified as "Defective Work" as defined in Section 14.03 of Division 00 72 00 Standard General Conditions. If a "Defective Work" declaration is made, the Owner or Owner's Representative may stop work until the "defective Work" is corrected. (Section 14.06) or have the "Defective Work" corrected at the Contractors expense (Section 14.07).

Item No. 400-016: 2A SUBBASE, 6" DEPTH

In accordance with PennDOT Pub. 408: Section 350.

Work generally includes:

- Excavating or milling for subbase depth as indicated in the Contract Documents.
- Removal and proper disposal of excavated material.
- Proof rolling of the subgrade with a loaded tri-axle dump truck (weighing at least 35 tons) in the presence of the Owner or Owner's Representative.
- Preparation, compaction, and grading of subgrade prior to subbase placement.
- Furnishing, placing, grading and compacting 2A aggregate subbase.

Item No. 400-056: SUPERPAVE ASPHALT MIXTURE DESIGN, WEARING COURSE, PG 64S-22, 0.3 TO <3 MILLION ESALS, 12.5 MM MIX, 2" DEPTH, SRL-L

In accordance with PennDOT Pub. 408: Sections 413, 460, and 703.

Work generally includes:

- Incidental to the item shall be the Contractor's development, employment, and adherence to a Quality Control/Quality Assurance (QAQC) plan for all operations related to the materials and placement of all pavement on the Project in accordance with PennDOT Publication 408. The QAQC plan should address asphalt temperature monitoring, loose pavement placement thickness monitoring, optimal rolling patterns to achieve required densities and pavement compacted thicknesses, and all other information that would be provided on PennDOT Form CS-413, latest edition. The plan shall include provisions for core sampling of newly paved roadways as determined necessary by the Engineer to verify pavement thicknesses. Should the required minimum pavement thicknesses specified in the Contract Documents not be achieved or provisions of the QAQC plan be violated as determined by the Engineer, the Contractor shall remove the roadway improvements and re-install/re-pave at the Contractor's expense. The Contractor shall provide a site representative to ensure that the QAQC plan is being followed, and the Contractor shall be solely responsible for compliance with the QAQC plan. Prior to commencing pavement operations, the QAQC plan shall be submitted to the Engineer for review and must be approved by the Engineer prior to paving. The submittal at a minimum shall include a PennDOT Form CS-413 "Minimum Quality Control Plan for Field Asphalt Paving Operation."
- Milling paving notches at intersecting streets, driveways and around drainage structures as needed, or as directed by Engineer, to provide smooth transitions to existing features and maintain positive drainage.
- Removing any vegetation growing through the existing pavement.
- Cleaning all loose debris from the existing pavement with street sweepers, power brooms, leaf blowers and/or compressed air.
- Furnishing materials and adjusting the grade of utility valve boxes and manholes in accordance with the utility Owner's specifications. All utility adjustments shall be completed prior to the placement of the wearing course. The Contractor shall coordinate with the utility owners to determine the materials and methods for utility adjustments and shall notify the utility providers at least three (3) weeks in advance of performing adjustments.
- Ensuring proper fit of all utility valve box and manhole grade adjustment rings and / or risers at least 24 hours prior to wearing course placement.
- Furnishing and applying emulsified asphalt, Class TACK or NTT/CNTT Asphalt Tack Coat to surface with proper and consistent coverage to the limits of wearing placement.
- Furnishing, placing and compacting wearing course pavement.
- Maintaining and/or establishing the cross slope of the roadway shown on the Plan Drawings.
- Provide positive drainage to inlets and natural drainage ways off of the pavement.
- Cleaning asphalt from utility valve boxes and manhole covers.
- Furnishing and sealing along joints, curbing, drainage and utility structures with a 12" wide strip of PG 64S-22 asphalt.

Item No. 400-537: SUPERPAVE ASPHALT MIXTURE DESIGN, BASE COURSE, PG 64S-22, 0.3 TO <3 MILLION ESALS, 25.0 MM MIX, 6" DEPTH

In accordance with PennDOT Pub. 408: Sections 313 and 703.

Work generally includes:

- Preparation, grading, and compaction of subbase prior to base course placement.
- Furnishing materials and adjusting the grade of utility valve boxes and manholes in accordance with the Utility Owner's specifications.
- If the base course will be laid over existing pavement, furnish and apply emulsified asphalt, Class TACK or NTT/CNTT Asphalt Tack Coat to surface with proper and consistent coverage to the limits of base course placement.
- Cleaning of all vertical edges of existing pavement.
- Furnishing and applying PG 64S-22 asphalt to all vertical edges of existing pavement.
- Furnishing, laying and compacting base course pavement of the type and to the compacted depth shown on the Plan Drawings.

Item No. 500-125: SEEDING AND SOIL SUPPLEMENTS

In accordance with PennDOT Pub. 408: Section 804 and Seed Supplier's recommendations. Work generally includes:

- All disturbed areas shall be restored with vegetation unless specified otherwise.
- Furnishing and application of seed and soil supplements to disturbed areas in accordance with the Seeding Schedule.
- Watering and maintaining all seeded areas in healthy condition from the time of planting until final payment is issued.
- If permanent seeding cannot be applied within 3 days of the disturbance occurring or is not allowed by the seasonal limitations of the permanent seed, furnish and place Formula E seed and mulch in the accordance with the Seeding Schedule as shown on the Plan Drawings.

Construction Notes:

- Any damage to adjoining public roads, utilities, etc. during construction will be repaired in kind by the contractor.
- The contractor shall locate existing utilities in advance of construction operations in the vicinity of the proposed work. The contractor is responsible for the coordination of relocating any conflicting utilities which are a result of these improvements.
- The contractor shall take all necessary precautions to protect the existing utilities and to maintain uninterrupted service. Any damage incurred due to the contractor's operations shall be repaired immediately at the contractor's expense. The contractor is to use caution in areas where low hanging wires exist. All known existing easements and/or rights-of-way have been depicted on this plan.
- All utilities shall be cleared by a minimum of 1'-0". Utility poles shall be cleared by a minimum of 2'-0".
- The contractor shall protect all utilities and culvert pipes during construction by insuring proper cover, increasing cover, or installing the roadway or parking lot base course before loading the site with heavy vehicles.
- Erosion and sedimentation control measures shall be installed by the contractor in accordance with the Erosion and Sedimentation Control Plans, Details, and Specifications.
- All fills shall be placed in approximately horizontal layers, each layer having a loose thickness of not more than eight (8) inches.
- The entire area included within the proposed limits of cut and fill, shall be stripped of all root material, trash, and other organic and otherwise objectionable, non-complying, and unsuitable soils and materials.
- The trench limits within the curbed and paved areas shall be saw-cut and the bituminous and concrete rubble removed and properly disposed. The existing storm sewer pipes and structures shown to be demolished shall be excavated and the pipe, concrete and brick rubble removed and properly disposed.
- All building materials and wastes must be removed from the site and recycled or disposed of in accordance with Pa.D.E.P.'s Solid Waste Management Regulations of 25 Pa. Code 260.1 et seq., 271.1., and 287.1 et seq. No building materials or wastes or unused building materials shall be burned, buried, dumped, or discharged at the site.
- The contractor will be responsible for the removal of any excess material and make sure the site(s) receiving the excess has an approved erosion and sedimentation control plan that meets the conditions of Chapter 102 and/or other state or federal regulations.
- Clean fill is defined as: uncontaminated, non-water soluble, non-decomposable, inert, solid material. The term includes soil, rock, stone, dredged material, used asphalt, brick, block, or concrete from construction and demolition activities that is separate from other waste and is recognizable as such. The term does not include materials placed in or on the Waters of the Commonwealth unless otherwise authorized. The term "used asphalt" does not include milled asphalt or asphalt that has been processed for re-use.
- Any placement of clean fill that has been affected by a spill or release of a regulated substance must use Form FP-001 to certify the origin of the fill material and the results of the analytical testing to qualify the materials as clean fill. Form FP-001 must be retained by the owner of the property receiving the fill.
- Environmental due diligence must be performed to determine if the fill materials associated with the project qualify as clean fill. Environmental due diligence is defined as: investigative techniques, including but not limited to, visual property inspections, electronic data base searches, review of property ownership, review of property use history, Sanborn maps, environmental questionnaires, transaction screens, analytical testing, environmental assessments or audits. Analytical testing is not a required part of due diligence unless visual inspection and/or review of the past land use of the property indicates that the fill may have been subjected to a spill or release of a regulated substance. If the fill may have been affected by a spill or release of a regulated substance, it must be tested to determine if it qualifies as clean fill. Testing should be performed in accordance with Appendix A of the Pa.D.E.P.'s policy "Management of Clean Fill."
- The contractor shall coordinate with the Borough of Chambersburg and excavate test pits to determine if the proposed storm sewer pipes will clear the existing water mains by twelve inches. In the event that the existing water mains are positioned such that the twelve inches of clearance will not exist after the placement of the storm sewer pipe, the contractor shall relocate the water mains to a position that will provide twelve inches of clearance.
- The contractor shall coordinate with the Borough of Chambersburg and provide adequate support for any sanitary sewer or potable water mains and service laterals that are discovered while trenching to maintain continuous service. If the mains and laterals cannot be adequately supported while the required trenches are open for the storm sewer installation, then the contractor shall install temporary bypass mains and service lines to maintain continuous service. When the storm sewer installation is complete, the contractor shall reinstall the mains and service laterals in their permanent position with new pipe of the same size in accordance with the prevailing Borough of Chambersburg Standards and Specifications.
- Any roof drains and sump pump drain lines that are discovered while trenching shall be connected to the proposed storm sewer pipe.
- The contractor shall coordinate with the Borough of Chambersburg and relocate any street light wiring that is discovered while trenching. The existing conduit or wiring that is discovered shall be replaced with like kind and size conduit and wiring. The contractor shall relocate the street light wiring to a position that will provide twelve inches of clearance from the proposed storm sewer pipe.
- The contractor shall be responsible for the immediate repair and restoration of any existing utilities or other public or private property or facilities damaged as a result of his construction activities. Any such damage shall be immediately reported to the Borough of Chambersburg, the appropriate utility department, and the engineer.
- No excavated material, demolished concrete or bituminous rubble, etc. may be placed on the roadway, sidewalk, or any public or private property. Such material shall be loaded on dump trucks or other suitable carrier provided by the contractor and removed from the work area for proper disposal or storage.
- The contractor shall coordinate with the adjacent property owners and make a reasonable effort to minimize disruption to public buildings, businesses, and residences during the course of this project.
- The elevations and topography shown on these plans are referenced to the North American Vertical Datum of 1988.

General Notes:

- The topography shown on these plans is from a field survey prepared by Dennis E. Black Engineering, Inc.
- No subsurface investigation has been performed by Dennis E. Black Engineering, Inc. to determine the existence or location of groundwater, rock, or other natural or man-made features, except as specifically indicated.
- The contractor shall notify the Pennsylvania One Call System at 1-800-242-1776 a minimum of 72 hours prior to beginning any work shown on these plans. Any damage to existing utilities by the contractor shall be repaired by the contractor at his expense and to the satisfaction of the utility owner. The contractor shall notify the applicable municipal, county, and/or state authorities a minimum of 72 hours prior to beginning any work within public right(s) of way.
- The contractor shall notify Dennis E. Black Engineering, Inc. of any discrepancies between these drawings and actual field conditions prior to proceeding with construction.
- The contractor shall perform his own field inspection and surveys (if necessary) to determine the limit of earthwork needed to complete this project.
- In the event of discrepancy between scaled and figured dimensions shown on these plans, the figured dimensions shall govern.
- The contractor shall be responsible for the implementation of the erosion and sedimentation control plan.
- There are no wetlands located within the limits of the project per the national wetland inventory maps.
- Run-off from this site flows into the Conococheague Creek, which is designated as WWF, a warm water fishery.

Notes Concerning Existing Utilities:

- To accommodate the storm sewer system installation, portions of existing water and sewer mains (along with service laterals) must be taken out of service for various periods of time. Prior to starting work, the contractor shall coordinate the proposed shutdown with the utility owner, and ascertain the need for a temporary by-pass to maintain service.
- In the event that portions of the existing sanitary sewer and water mains (along with all service laterals) must be relocated or upgraded to facilitate the installation of the proposed storm sewer system. All materials (pipe, couplings, bedding, and backfill) and procedures required to reconnect the mains and service laterals shall be as specified by the utility's owner.
- The project contractor shall consult with the utility's owner prior to the start of work to determine if an inspector will be required when working on the utility.

Maintenance and Protection of Traffic (MPT) Notes:

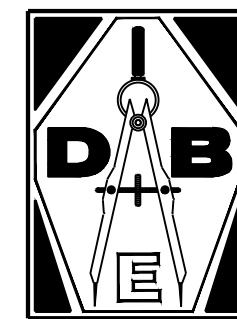
- This work consists of the maintenance and protection of traffic and the protection of the public when approaching and departing the vicinity of the construction area.
- Furnish, erect, place and maintain traffic control signs and devices as necessary. Maintain traffic during hours of construction and at all other times consistent with the methods indicated on these drawings and the following:
 - PennDOT Publication 35, Approved Construction Materials (Bulletin 15);
 - PennDOT Publication 46, Traffic Engineering Manual;
 - PennDOT Publication 72M, Standards for Roadway Construction;
 - PennDOT Publication 111, Pavement Markings and Signing Standards;
 - PennDOT Publication 212, Official Traffic Control Devices;
 - PennDOT Publication 213, Temporary Traffic Control Guidelines;
 - PennDOT Publication 236, Handbook of Approved Signs;
 - PennDOT Publication 40B, Specifications; and
 - MUTCD, current edition.
- Remove these devices immediately upon completion of the work.
- Cover or remove all conflicting signs and eradicate all conflicting pavement markings.
- Mount all long term advance warning signs on Type III barricades.
- No traffic restrictions or lane closures are permitted between 6:00 AM and 9:00 AM and between 3:00 PM and 6:00 PM Mondays through Fridays or on Legal Holidays and weekends associated with Legal Holidays. All restrictions and closures are to be removed by noon on the day prior to the Legal Holiday.

CONSTRUCTION DRAWINGS FOR THE PLEASANT STREET STORM SEWER IMPROVEMENT PROJECT

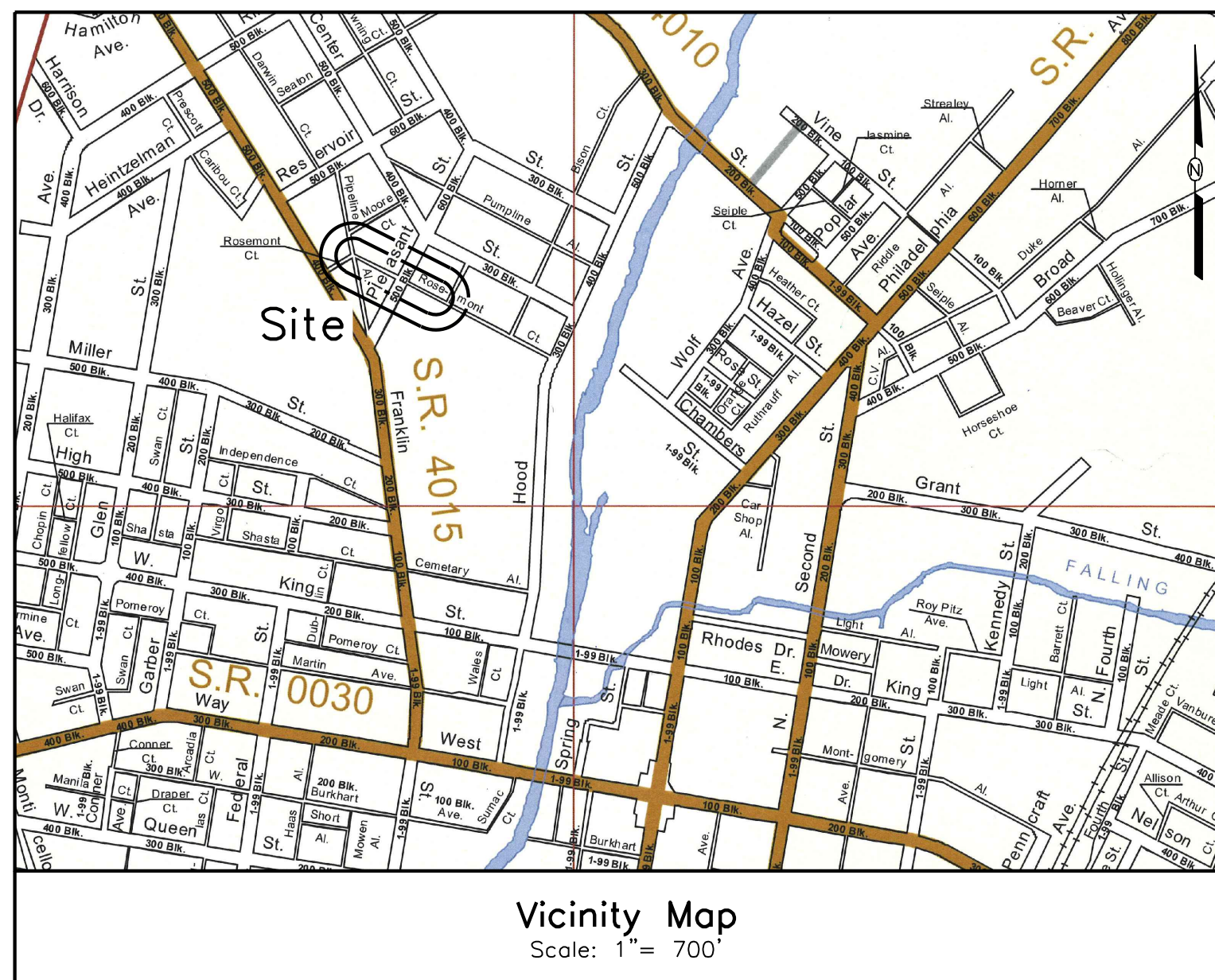
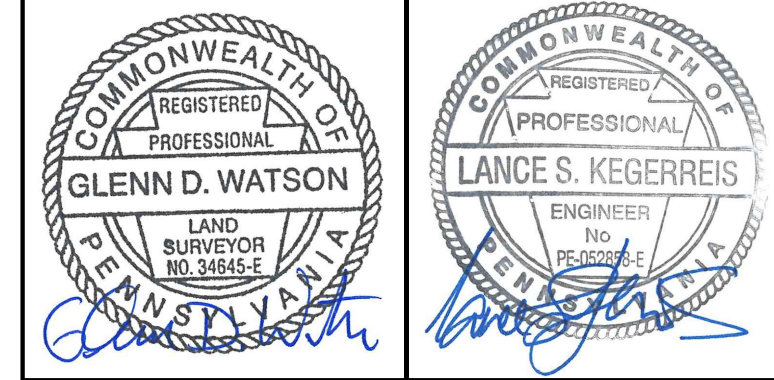
LOCATED IN CHAMBERSBURG BOROUGH, FRANKLIN COUNTY, PA

PREPARED FOR: THE BOROUGH OF CHAMBERSBURG 100 SOUTH SECOND STREET CHAMBERSBURG, PA 17201

PREPARED BY:



DENNIS E. BLACK ENGINEERING, INCORPORATED
ENGINEERING—SURVEYING—PLANNING
2400 PHILADELPHIA AVENUE
CHAMBERSBURG, PA. 17201



LEGEND			
	PROPERTY LINE		SANITARY SEWER MANHOLE
	ADJOINING PROPERTY LINE		SANITARY SEWER CLEANOUT
	EASEMENT LINE		WATER VALVE
	CENTERLINE		WATER METER
	FENCE RAIL		WATER CURB STOP
	GUIDE RAIL		FIRE HYDRANT
	STREAM EDGE		GAS VALVE
	EX. OVERHEAD UTILITY LINE		ELECTRIC MANHOLE
	EX. UNDERGROUND UTILITY LINE		TELEPHONE MANHOLE
	EXISTING SEWER LINE		EXISTING LIGHT POLE
	EXISTING WATER LINE		EXISTING UTILITY POLE
	EXISTING GAS LINE		UTILITY POLE AND GUY WIRE
	EXISTING STORM SEWER		DECIDUOUS TREE
	PROPOSED STORM SEWER		EVERGREEN TREE
	EXISTING CONTOUR LINE		STORM SEWER INLET
	PROPOSED CONTOUR LINE		YARD INLET
	EXISTING SPOT ELEVATION		STORM SEWER MANHOLE
	PROPOSED SPOT ELEVATION		PARKING METER
	EDGE OF WOODS		SIGN
	DETECTABLE WARNING SURFACE		BENCHMARK
	ADA ACCESSIBLE PARKING		

PENNSYLVANIA ONE CALL SYSTEM, INC.
1-800-242-1776

PENNSYLVANIA LAW REQUIRES NOT LESS THAN THREE NOR MORE THAN TEN WORKING DAYS NOTICE BEFORE EXCAVATION

UTILITY LOCATIONS SHOWN HEREON ARE APPROXIMATE.

REFER TO PENNSYLVANIA ONE CALL SYSTEM, INC. DESIGN NOTIFICATION SERIAL #2024062909 NOTIFIED 3/26/2024

PA Act 287 of 1974 as amended by Act 50 of 2017 73 P.S. §176 et. seq. Utility Listing:

COMPANY: BRIGHTSPEED
ADDRESS: 1120 S TRYON STREET SUITE 700 CHARLOTTE, NC 28203
CONTACT: CASE WELLS
EMAIL: case.wells@brightspeed.com
PHONE: 704-314-2303

COMPANY: GULFORD WATER AUTHORITY
ADDRESS: 115 SPRING VALLEY RD CHAMBERSBURG, PA 17202
CONTACT: JEN COOLEY
EMAIL: JCOOLEY@GULFORDWP.US
PHONE: 717-263-2813

COMPANY: FIRSTENERGY CORPORATION
ADDRESS: 21 S MAIN ST KIRKON, OH 44308
CONTACT: MELLYSSA ADAMS
EMAIL: mellyssa.adams@firstenergycorp.com
PHONE: 330-804-4073

COMPANY: CHAMBERSBURG BOROUGH
ADDRESS: 100 S 2ND ST PO BOX 1009 CHAMBERSBURG, PA 17201
CONTACT: DEVON COOLEY
EMAIL: dcooley@chambersburgpa.gov
PHONE: 717-263-2435

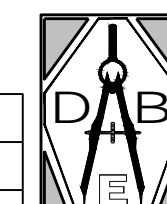
COMPANY: COMCAST CABLE COMMUNICATIONS INC
ADDRESS: C/O USIC LOCATING SERVICES INC 1000 WILSON DR CROSSING BLVD STE 200 CARMEL, IN 46032
CONTACT: USIC OFFICE PERSONNEL
PHONE: 800-811-7981

Construction Specification Notes:

- The contractor is responsible for the coordination of relocating any conflicting utilities which are a result of these improvements.
- Maintenance and protection of traffic during construction shall be in accordance with Pa.D.O.T. Publication 213 "Temporary Traffic Control Guidelines", April 2022, or most current.
- All construction work items on this project are to be built according to:
 - Pa.D.O.T. Publication No. 40B/2020, Specifications.
 - Pa.D.O.T. Publication No. 35, Qualified Products List for Construction (Bulletin 15).
 - Pa.D.O.T. Publication No. 72M, Standards for Roadway Construction.
 - See the following:
 - RC-11M - 2 Sheets - June 1, 2010 - Classification of Earthwork for Structures
 - RC-12M - 2 Sheets - November 1, 2022 - Backfill at Structures
 - RC-28M - 2 Sheets - September 1, 2023 - Overlay Transitions and Paving Notches
 - RC-30M - 5 Sheets - February 27, 2023 - Subsurface Drains
 - RC-45M - 24 Sheets - February 19, 2021 - Inlet Tops, Grates, and Frames
 - RC-46M - 34 Sheets - February 19, 2021 - Inlet Boxes
 - RC-64M - 2 Sheets - February 19, 2021 - Curbs and Gutters
 - RC-67M - 14 Sheets - February 19, 2021 - Curb Ramps and Sidewalks
 - RC-70M - 3 Sheets - February 8, 2019 - Perimeter Control Devices
 - RC-72M - 7 Sheets - February 8, 2019 - Inlet and Outlet Protection
 - RC-75M - 1 Sheet - June 1, 2010 - Dewatering Devices
 - Pa.D.O.T. Publication No. 111, Traffic Control - Pavement Markings and Signing Standards.
 - See the following:
 - TC-8600 - 13 Sheets - June 13, 2013 - Pavement Markings
 - TC-8702B - 9 Sheets - June 13, 2013 - Post-Mounted Signs, Type B
 - TC-8716 - 2 Sheets - February 21, 2014 - Type III Barricade

Pleasant Street Storm Sewer Improvement Project Plan Sheet Index

- Project Cover Sheet
- Existing Conditions, Demolition, & Utility Plan
- Storm Sewer Plan & Profiles
- Restoration Plan
- Erosion and Sedimentation Control Plan
- Erosion and Sedimentation Control Details
- Construction Details



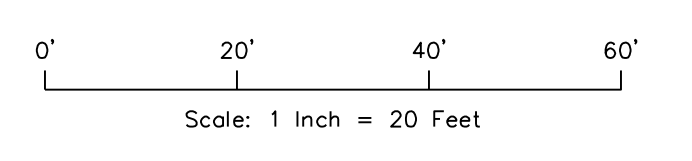
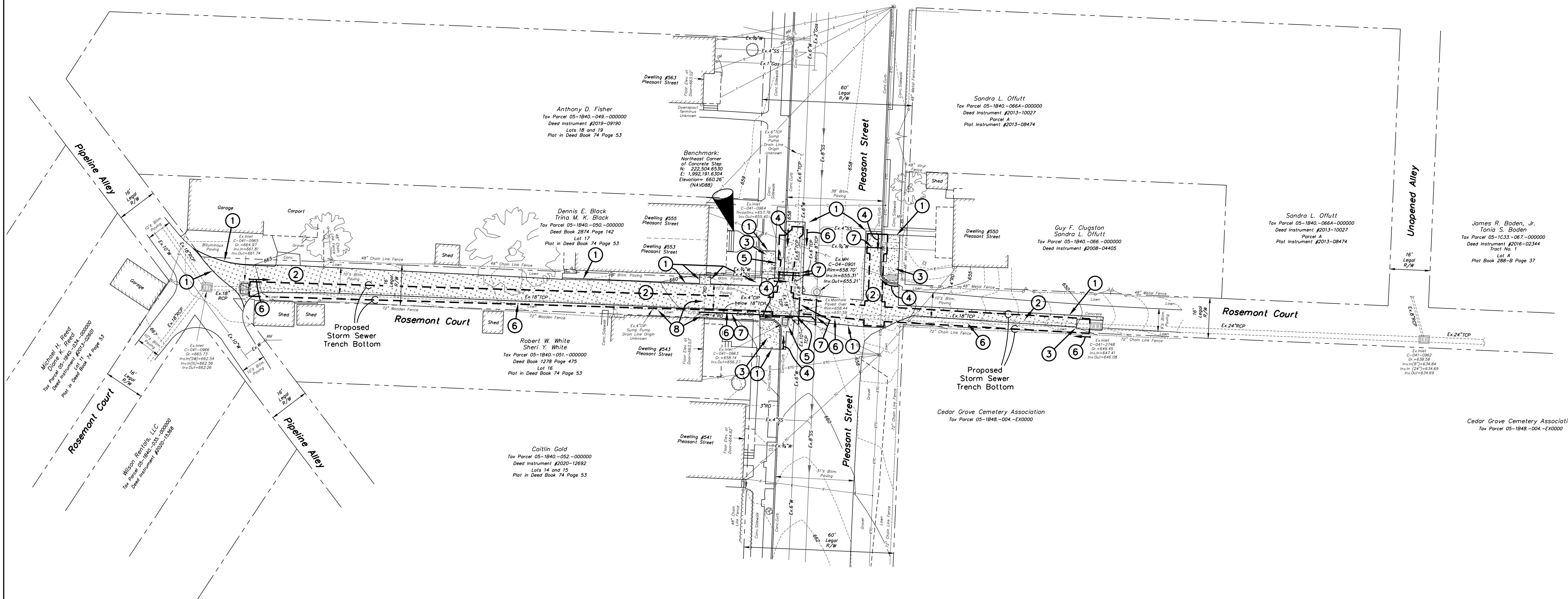
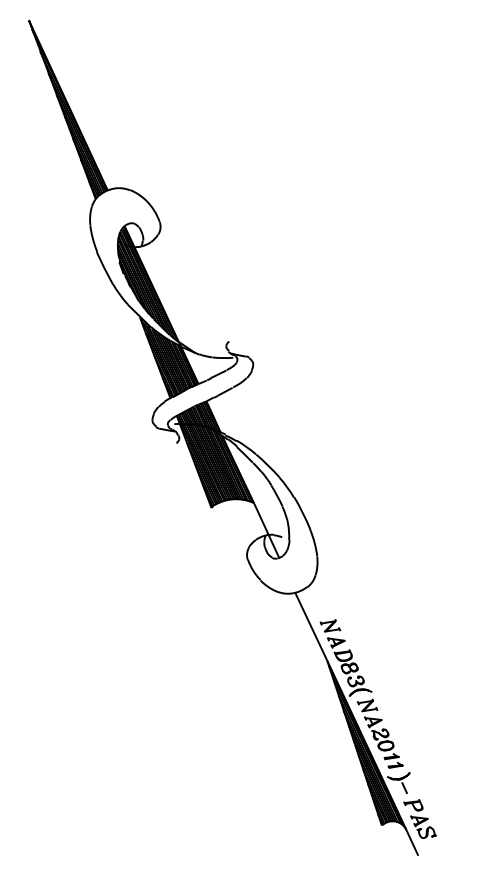
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ENGINEERING—SURVEYING—PLANNING

2400 PHILADELPHIA AVENUE
CHAMBERSBURG, PA 17201
(717)263-8794 (888)238-0661

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1	6/19/2024	Add FCCD Grant Funding Limits	GDW



Benchmark:
 Northeast Corner of
 End of Concrete
 Retaining Wall
 N. = 222,272.9527
 E. = 1,992,148.1756
 Elevation = 664.94'
 (NAVD88)

Key

- ① Saw cut.
- ② Full depth bituminous paving removal (crossed hatching).
- ③ Remove and dispose concrete sidewalk (dotted area).
- ④ Remove and dispose concrete curb.
- ⑤ Remove and dispose existing inlet or manhole and grate or rim.
- ⑥ Remove and dispose existing storm sewer pipe.
- ⑦ Coordinate with the Borough of Chambersburg and provide adequate support for sanitary sewer and potable water mains and service laterals that are discovered while trenching to maintain continuous service. If the mains and laterals cannot be adequately supported while the required trenches are open for the storm sewer installation, then the contractor shall install temporary bypass mains and service lines to maintain continuous service.
- ⑧ Any roof drains and sump pump drain lines that are discovered while trenching shall be connected to the proposed storm sewer pipe.

Existing Conditions, Demolition, & Utility Plan

Pleasant Street
 Storm Sewer Improvement Project
 for the
Borough of Chambersburg
 located in
 Chambersburg Borough, Franklin County, PA

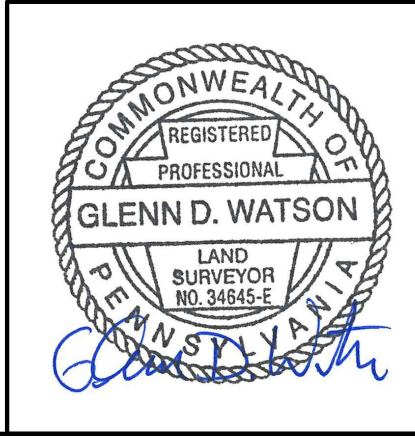
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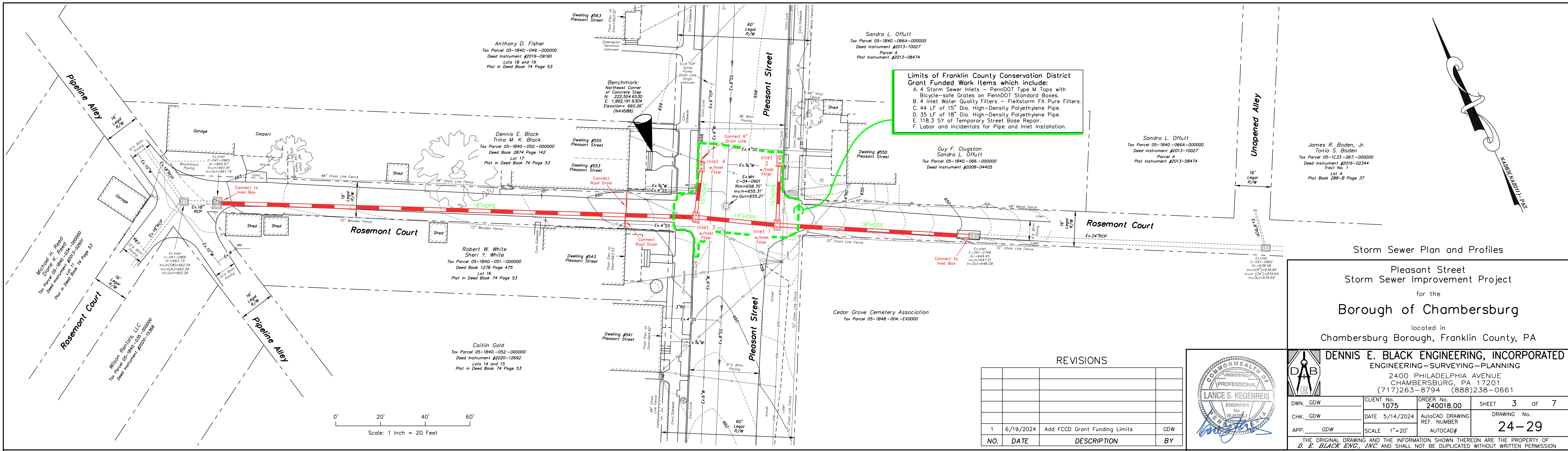
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Storm Sewer Plan and Profiles

Pleasant Street Storm Sewer Improvement Project

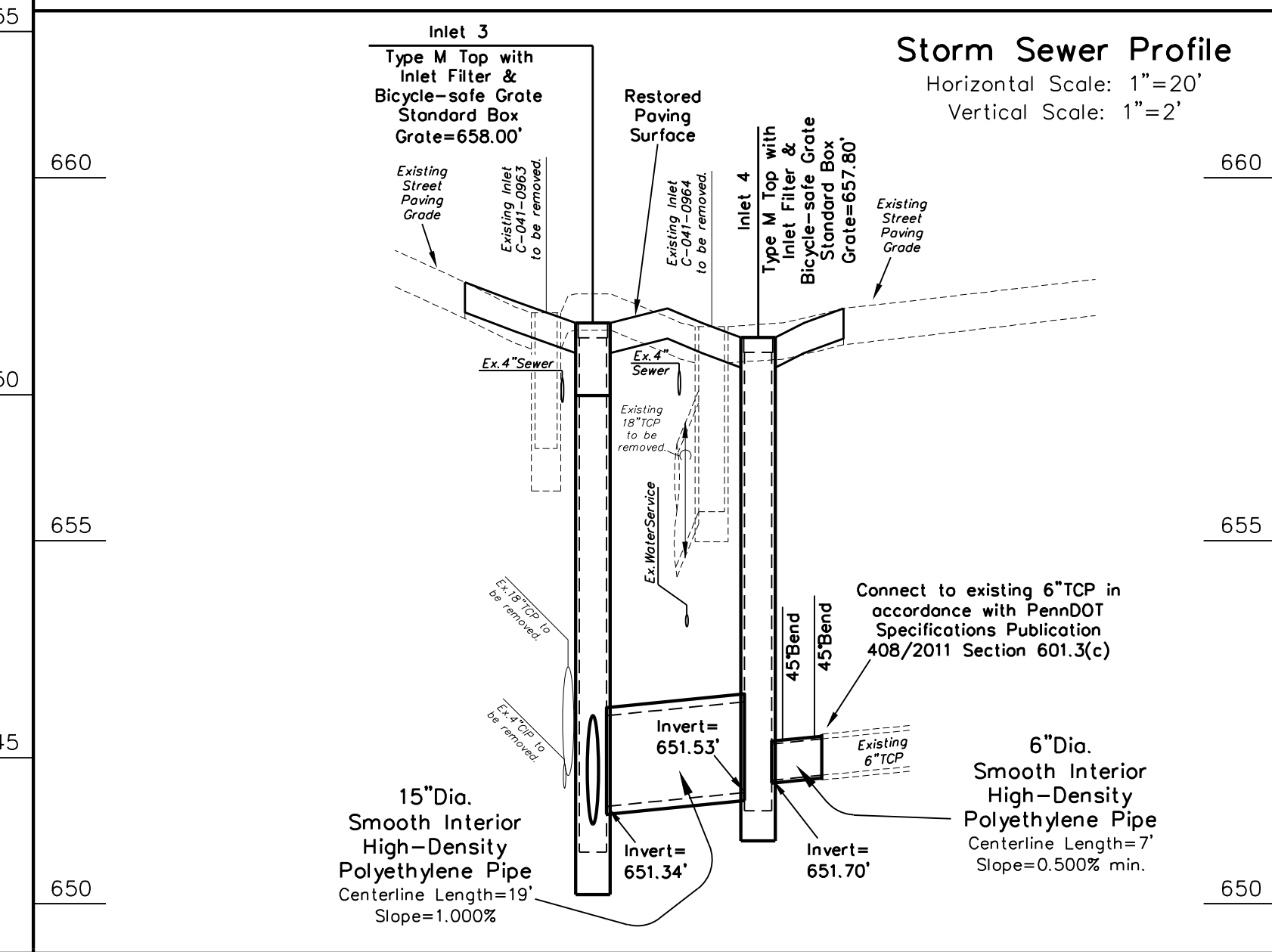
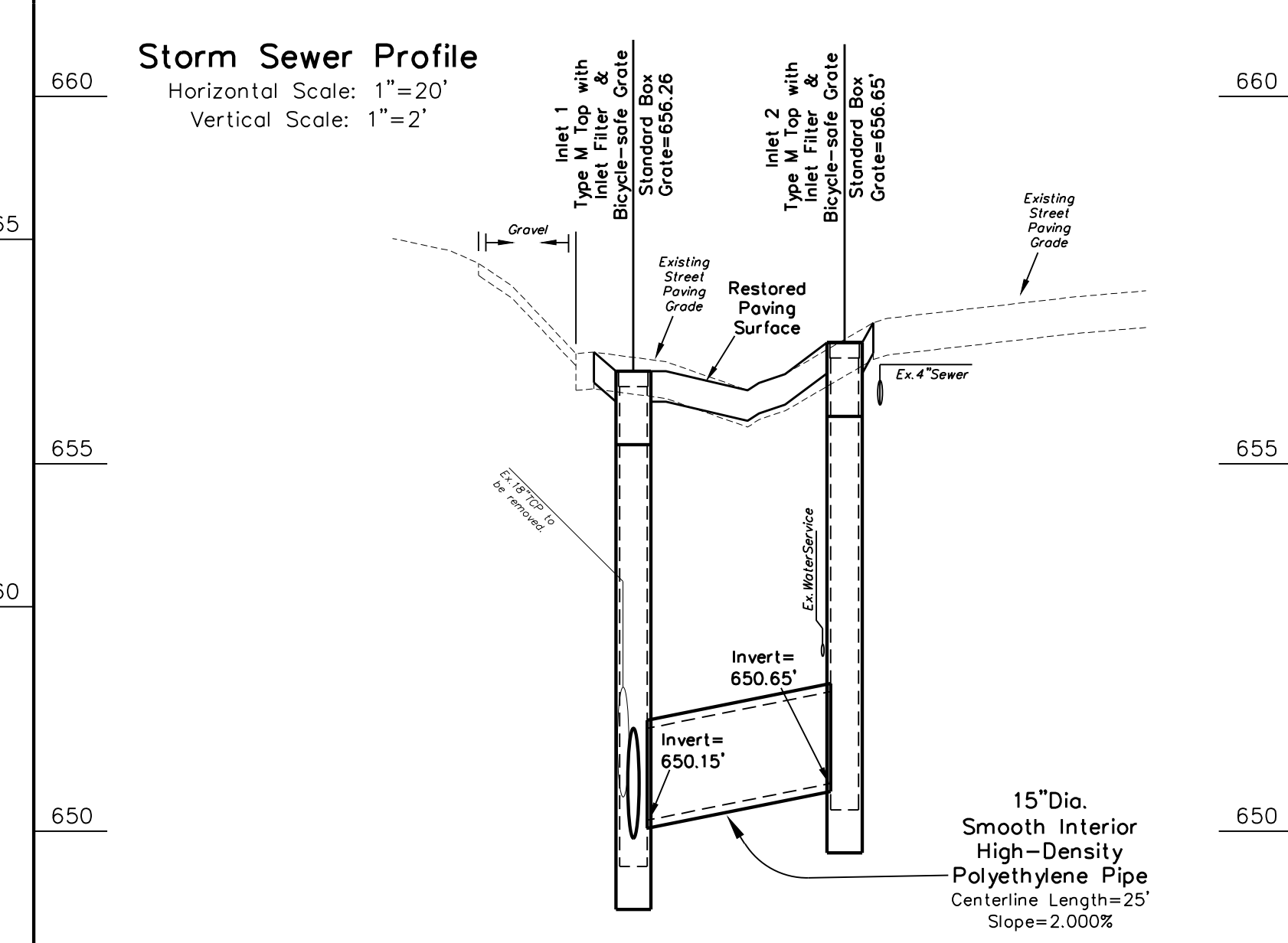
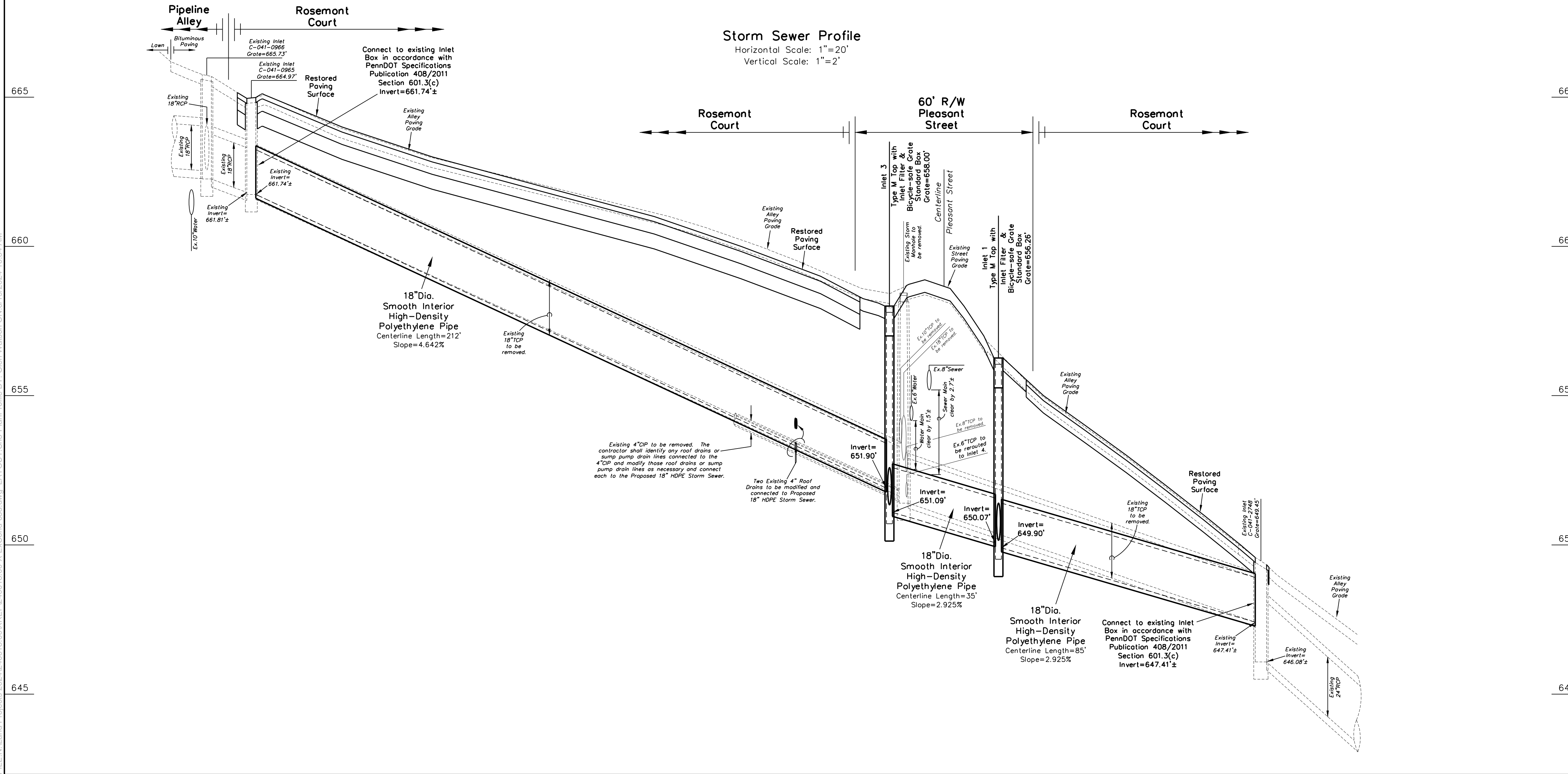
for the
Borough of Chambersburg

located in
Chambersburg Borough, Franklin County, PA

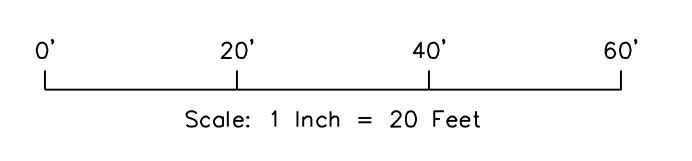
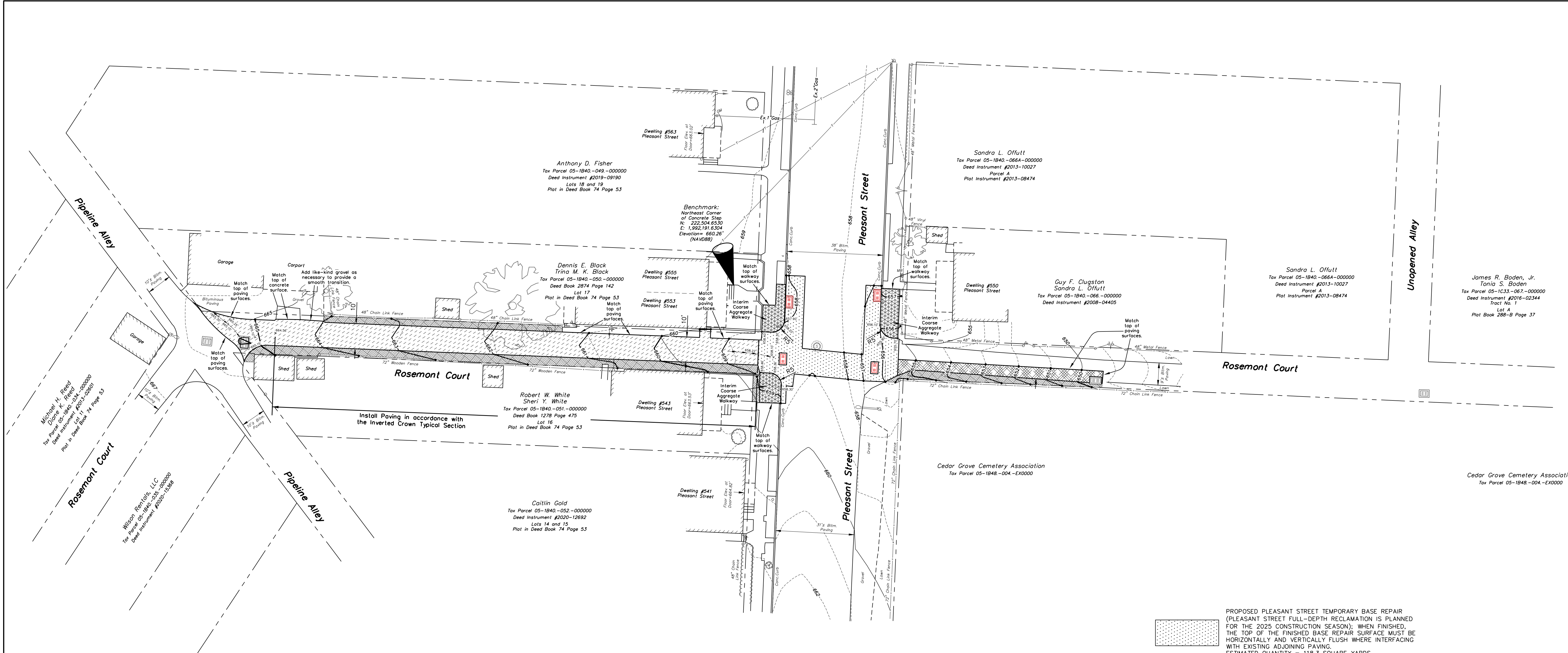
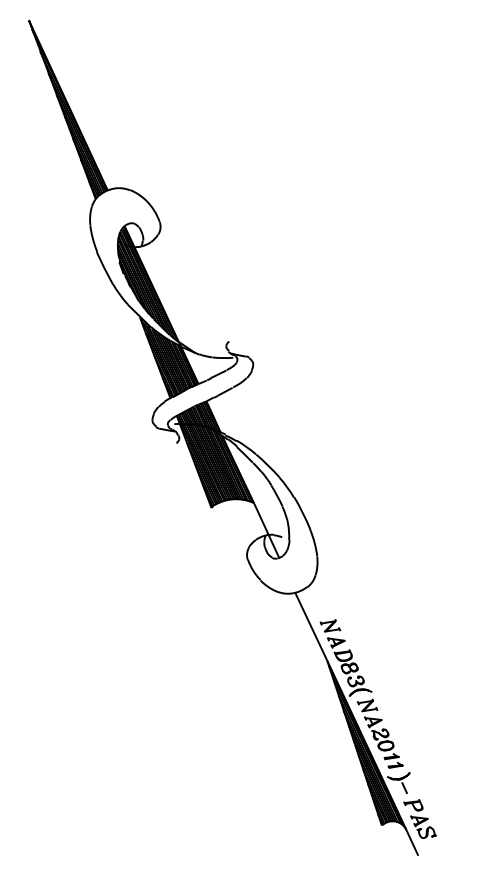
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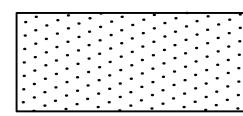
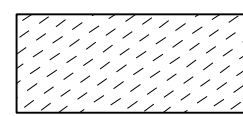
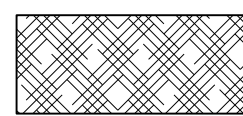
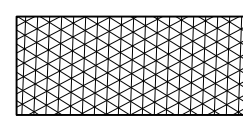
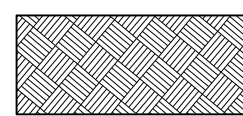
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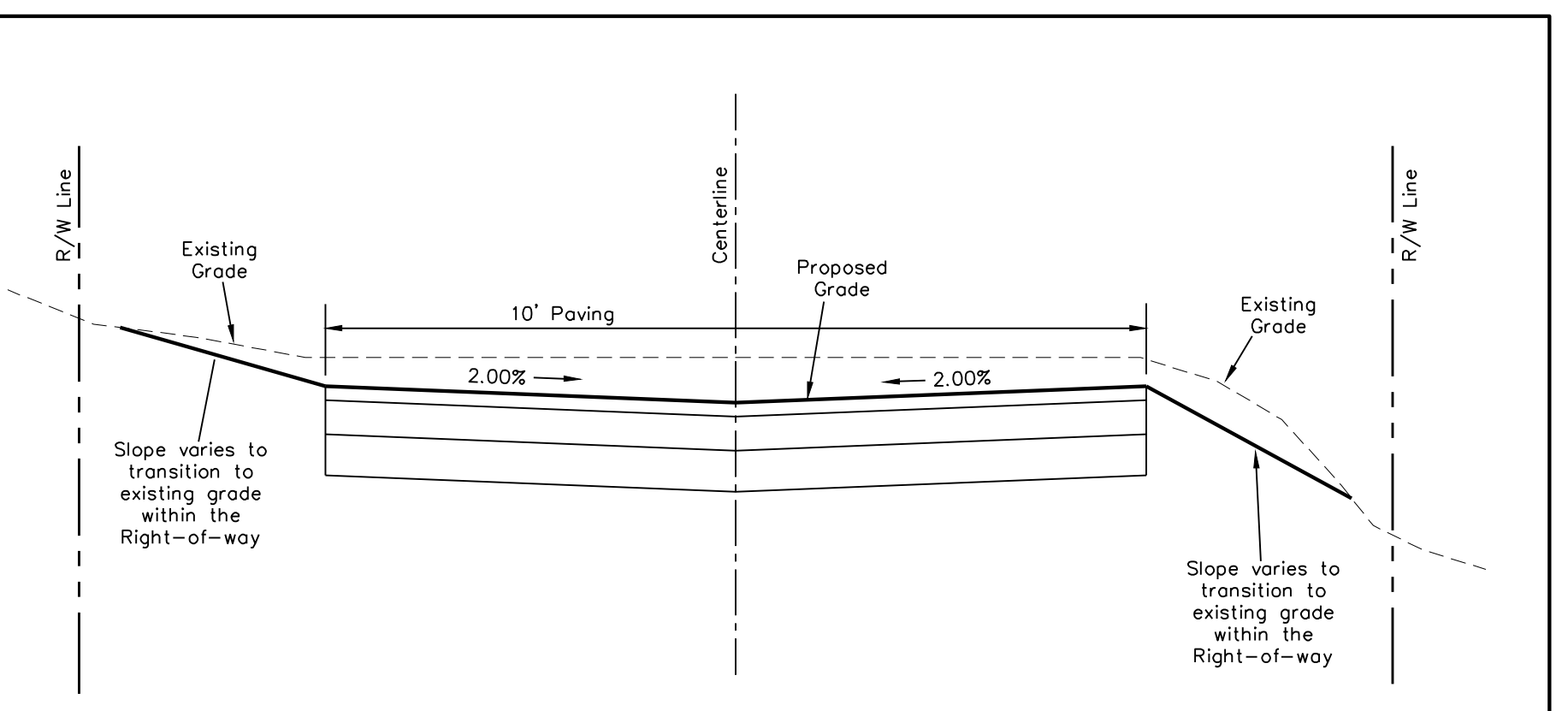
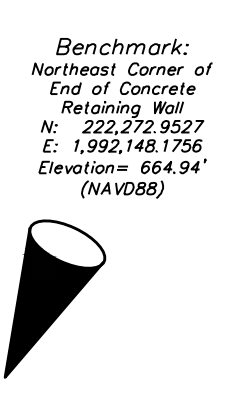
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- 
 PROPOSED PLEASANT STREET TEMPORARY BASE REPAIR
 (PLEASANT STREET FULL-DEPTH RECLAMATION IS PLANNED FOR THE 2025 CONSTRUCTION SEASON); WHEN FINISHED THE TOP OF THE FINISHED BASE REPAIR SURFACE MUST BE HORIZONTALLY AND VERTICALLY FLUSH WHERE INTERFACING WITH EXISTING ADJOINING PAVING.
 ESTIMATED QUANTITY = 118.3 SQUARE YARDS.
- 
 PROPOSED ROSEMONT COURT STANDARD-DUTY ALLEY PAVING.
 ESTIMATED QUANTITY = 245.8 SQUARE YARDS.
- 
 PROPOSED PERMANENT TRENCH RESTORATION.
 ESTIMATED QUANTITY = 39.0 SQUARE YARDS.
- 
 PROPOSED INTERIM COARSE AGGREGATE WALKWAY.
 ESTIMATED QUANTITY = 39.3 SQUARE YARDS.
- 
 PROPOSED OPEN SPACE RESTORATION.
 ESTIMATED QUANTITY = 129.7 SQUARE YARDS.



Inverted Crown Typical Section
Scale= Horz. 1"=2'; Vert. 1"=2'

Restoration Plan

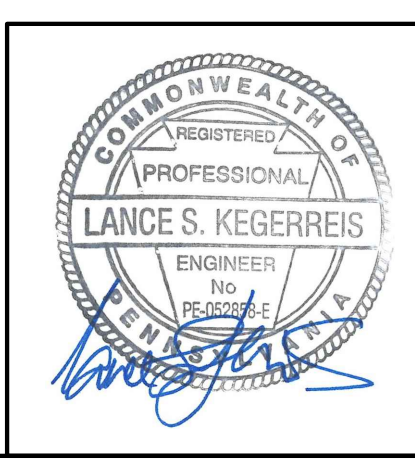
Pleasant Street
Storm Sewer Improvement Project
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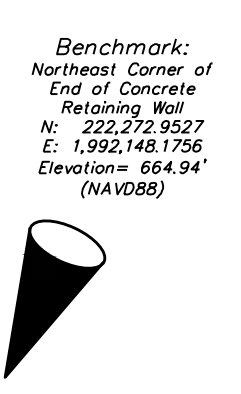
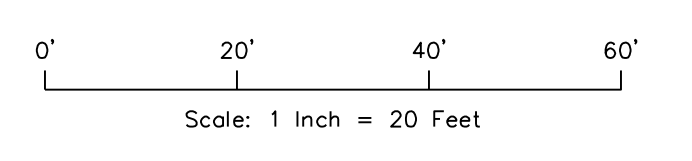
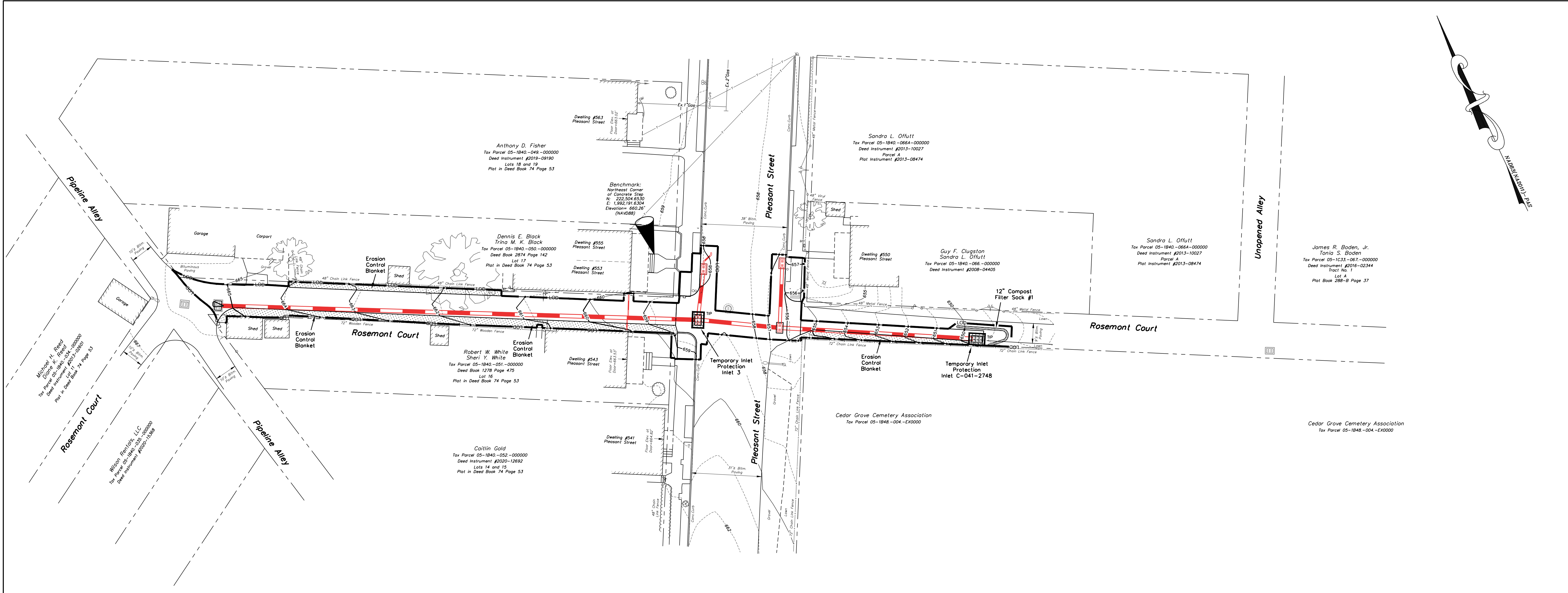
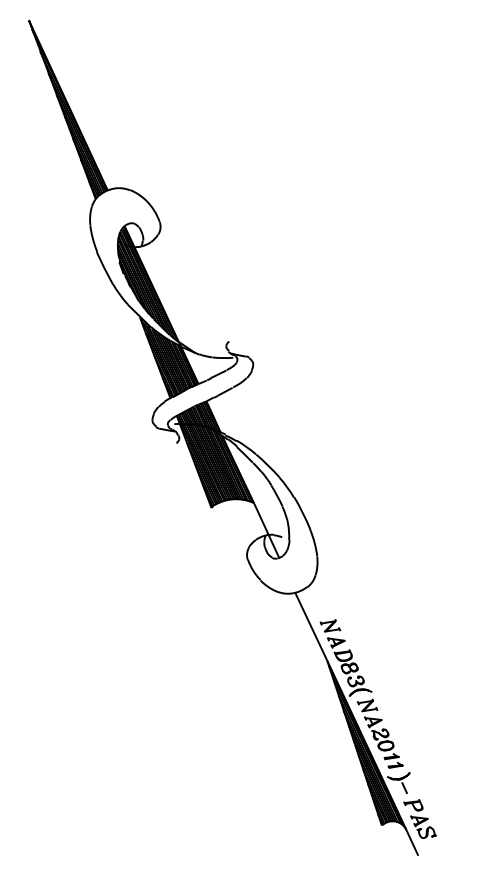
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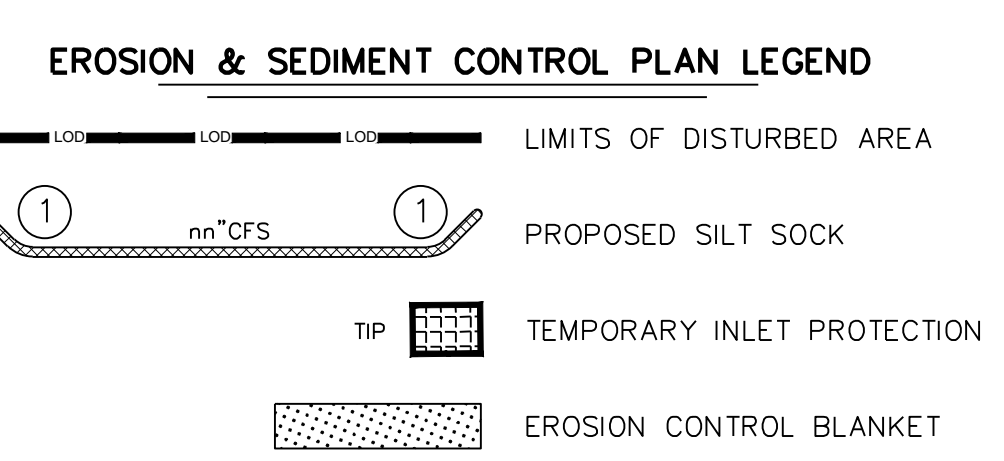
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Limits of Total Disturbed Area = 0.20 Acres



SOIL TYPES
THE ENTIRE PROJECT SITE IS COMPRISED OF UHB SOILS:
UHB - URBAN LAND-HAGERSTOWN COMPLEX, 0 TO 8% SLOPES
NOTE:
THE SOILS DATA WAS TAKEN FROM THE WEB SOIL SURVEY 3.4.0 (U.S.D.A. - NATURAL RESOURCES CONSERVATION SERVICE, JUNE 2024).

Erosion and Sedimentation Control Plan

Pleasant Street Storm Sewer Improvement Project for the Borough of Chambersburg

located in Chambersburg Borough, Franklin County, PA

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STABILIZATION SPECIFICATIONS

- PERMANENT STABILIZATION IS DEFINED AS A MINIMUM UNIFORM 70% PERENNIAL VEGETATIVE COVER OR OTHER PERMANENT NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED SURFACE EROSION AND SUBSURFACE CHARACTERISTICS SUFFICIENT TO RESIST SLIDING AND OTHER MOVEMENTS.
- IMMEDIATELY AFTER EARTH DISTURBANCE ACTIVITIES CEASE, THE OPERATOR SHALL STABILIZE THE DISTURBED AREAS. DURING NON-GERMINATING PERIODS, MULCH MUST BE APPLIED AT THE SPECIFIED RATES. DISTURBED AREAS WHICH ARE NOT AT FINISHED GRADE AND WHICH WILL BE RE-DISTURBED WITHIN 1 YEAR MUST BE STABILIZED IN ACCORDANCE WITH THE TEMPORARY VEGETATIVE STABILIZATION SPECIFICATIONS. DISTURBED AREAS WHICH ARE AT FINAL GRADE OR WHICH WILL NOT BE RE-DISTURBED WITHIN 1 YEAR MUST BE STABILIZED IN ACCORDANCE WITH THE PERMANENT VEGETATIVE STABILIZATION SPECIFICATIONS.
- AN EROSION CONTROL BLANKET WILL BE INSTALLED ON ALL DISTURBED SLOPES STEEPER THAN 3:1. ALL AREAS OF CONCENTRATED FLOWS, AND DISTURBED AREAS WITHIN 50' OF WATERS OF THE COMMONWEALTH.
- STRAW AND HAY MULCH SHOULD BE ANCHORED IMMEDIATELY AFTER APPLICATION TO PREVENT BEING WINDBORNE. A TRACTOR-DRAWN IMPLEMENT MAY BE USED TO "CRIMP" THE STRAW OR HAY INTO THE SOIL. THIS METHOD IS LIMITED TO SLOPES NO STEEPER THAN 3:1. THE MACHINERY SHOULD BE OPERATED ON THE CONTOUR. THE CRIMPING OF HAY OR STRAW BY RUNNING OVER IT WITH TRACKED MACHINERY IS NOT RECOMMENDED. A WOOD CELLULOSE FIBER MAY BE SPREAD OVER THE STRAW MULCH AT A RATE OF 1,500 LB./ACRE.
- TRACKING SLOPES IS REQUIRED BY RUNNING TRACKED MACHINERY UP AND DOWN THE SLOPE, LEAVING TRACK MARKS PARALLEL TO THE CONTOUR. IF A BULLDOZER IS USED, THE BLADE SHALL BE IN THE UP POSITION. CARE SHALL BE EXERCISED ON SLOPES HAVING A HIGH CLAY CONTENT TO AVOID OVER-COMPACTION.
- TOPSOIL SHALL BE PLACED AT A MINIMUM DEPTH OF 6 INCHES ON ALL DISTURBED AREAS TO BE REVEGETATED.

PERMANENT SEEDING

- ALL DISTURBED AREAS THAT ARE NOT TO BE PAVED SHALL BE COVERED WITH PERMANENT TURF LAWN SEEDING, VEGETATED SWALE / VEGETATED FILTER STRIP, BIO-RETENTION POND FLOOR SEEDING, OR A MULCHED PLANTING BED (SHREDDED HARDWOOD TREE BARK MULCH) TO MINIMIZE EROSION, UNLESS OTHERWISE DIRECTED BY THE OWNER.
- HAY OR STRAW MULCHING SHALL BE USED TO PROTECT PERMANENT SEEDING AND HELP IN THE PREVENTION OF ACCELERATED RUN-OFF. CLEAN HAY OR STRAW MULCHING SHALL BE REQUIRED ON ALL DISTURBED AREAS AND APPLIED AT A RATE OF 3 TONS PER ACRE (EQUIVALENT TO 0.75" TO 1" DEEP). AN EMULSIFIED ASPHALT TACK BINDING ANCHORING MATERIAL SHALL BE APPLIED TO THE HAY OR STRAW MULCHING AT A RATE OF 150 GALLONS/ACRE. CLEAN HAY OR STRAW MULCHING SHALL NOT BE FINELY CHOPPED OR BROKEN DURING THE APPLICATION.
- THE FOLLOWING MIXTURES ARE TO BE USED:

PERMANENT TURF LAWN SPECIES	% PURE LIVE SEED	APPLICATION RATE	SEEDING DATES
WINTER RYE	100	56 LBS/ACRE	MAR 1 TO JUN 1 OR AUG 1 TO OCT 1
KY BLUEGRASS	100	25 LBS/ACRE	MAR 1 TO JUN 1 OR AUG 1 TO OCT 1
REDTOP	100	3 LBS/ACRE	MAR 1 TO JUN 1 OR AUG 1 TO OCT 1
- MULCHED PLANTING BED:

SHREDDED HARDWOOD TREE BARK MULCH	APPLICATION DEPTH	APPLICATION DATES
	4 INCHES	MAR 1 TO NOV 31
- IN THE ABSENCE OF SOIL TEST RESULTS, 5-10-10 FERTILIZER AT A RATE OF 2,000 LBS/ACRE, SHALL BE APPLIED WITH THE PERMANENT SEEDING.
- IN THE ABSENCE OF SOIL TEST RESULTS, AGRICULTURAL-GRADE LIME AT A RATE OF 6 TONS/ACRE, SHALL BE APPLIED WITH THE PERMANENT SEEDING.

TEMPORARY SEEDING

- IN ORDER TO ESTABLISH A QUICK VEGETATIVE COVER OVER DISTURBED AREAS, THE FOLLOWING TEMPORARY SEED MIXTURE SHALL BE USED.
- STABILIZATION EFFORTS DURING THE NON-GERMINATING PERIOD OF OCTOBER 15 TO MARCH 15 SHALL CONSIST OF HAY OR STRAW MULCHING APPLIED AT A RATE OF 3 TONS PER ACRE (EQUIVALENT TO 0.75" TO 1" DEEP). THE CLEAN HAY OR STRAW MULCHING SHALL NOT BE FINELY CHOPPED OR BROKEN DURING THE APPLICATION.
- THE FOLLOWING MIXTURE IS TO BE USED:

TEMPORARY SEEDING SPECIES	% PURE LIVE SEED	APPLICATION RATE	SEEDING DATES
ANNULAR RYEGRASS	100	40 LBS/ACRE	ANYTIME
- IN THE ABSENCE OF SOIL TEST RESULTS, 10-10-10 FERTILIZER AT A RATE OF 500 LBS/ACRE, SHALL BE APPLIED WITH THE TEMPORARY SEEDING.
- IN THE ABSENCE OF SOIL TEST RESULTS, AGRICULTURAL-GRADE LIME AT A RATE OF 1 TON/ACRE, SHALL BE APPLIED WITH THE TEMPORARY SEEDING.

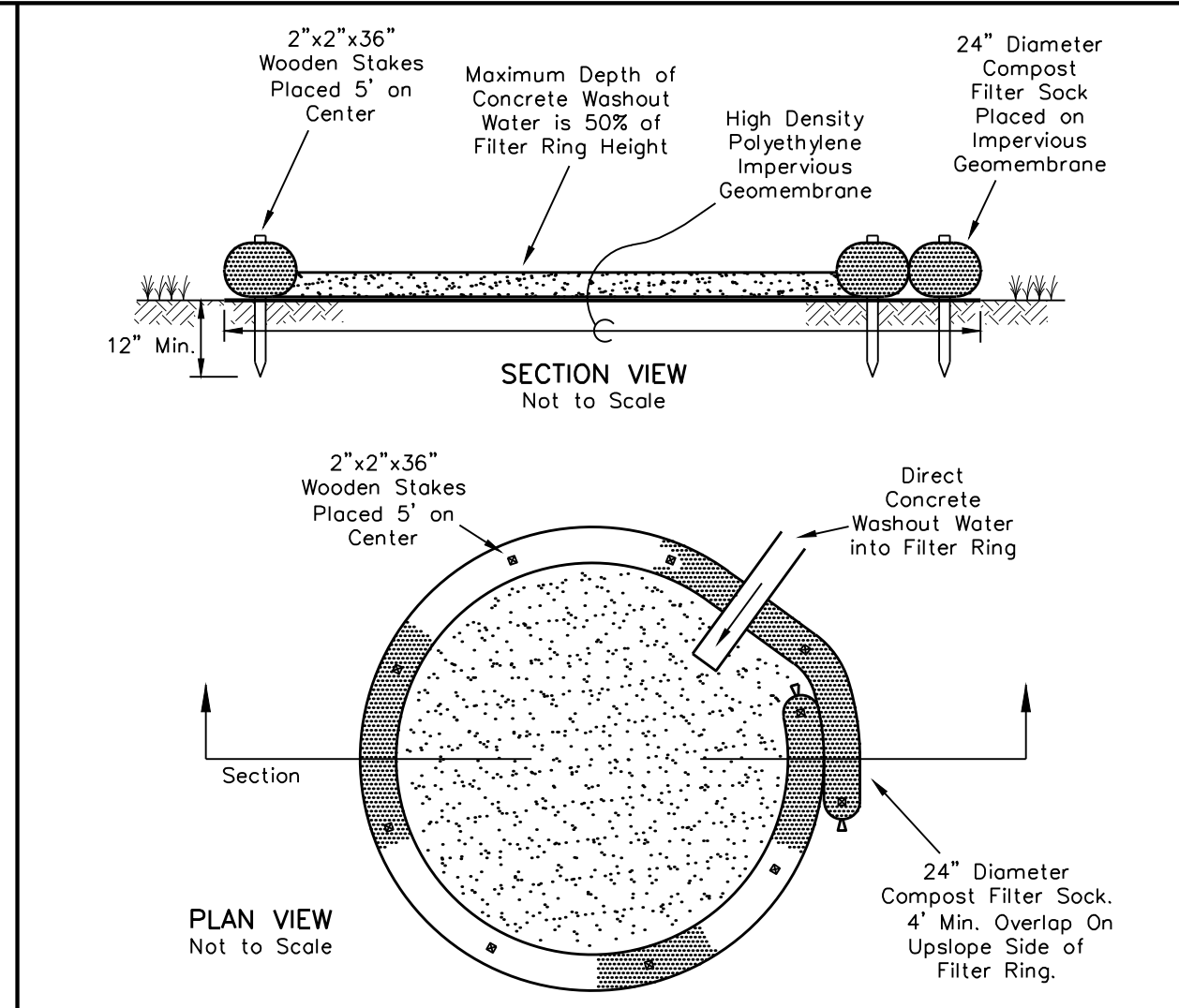
Standard Erosion and Sedimentation Control Plan Notes

- General E&S Notes:**
- A copy of the erosion and sediment control plan must be available at the project site at all times. Dennis E. Black Engineering, Inc. shall be notified of any changes to the approved plan prior to implementation of these changes.
 - Immediately upon discovering unforeseen circumstances posing the potential for accelerated erosion and/or sedimentation, the operator shall implement appropriate best management practices to minimize the potential for accelerated erosion and/or sedimentation and notify the Dennis E. Black Engineering, Inc.
 - All pumping of sediment laden water shall be through a sediment control BMP such as a pumped water filter bag or equivalent sediment removal facility, over undisturbed vegetated areas.
 - Failure to correctly install E&S BMPs, failure to prevent sediment-laden runoff from leaving the earth disturbance activity, or failure to take immediate corrective action to resolve failure of E&S BMPs may result in administrative, civil, and/or criminal penalties being instituted by the Department as defined in Section 602 of the Pennsylvania Clean Streams Law. The Clean Streams Law provides for up to \$10,000 per day in civil penalties, up to \$10,000 in summary criminal penalties, and up to \$25,000 in misdemeanor criminal penalties for each violation.
 - All building materials and wastes shall be removed from the site and recycled or disposed of in accordance with the Department's Solid Waste Management Regulations of 25 Pa. Code 260.1 et seq., 271.1 et seq. or other applicable regulations. Building materials or wastes or unused building materials shall be buried, dumped, or discharged at the site.
 - The contractor will be responsible for the removal of any excess material and make sure the site(s) receiving the excess has an approved and fully implemented erosion and sediment control plan that meets the conditions of Chapter 102 and/or other State or Federal regulations.
 - Clean fill is defined as: uncontaminated, non-water soluble, non-decomposable, inert, solid material. The term includes soil, rock, stone, dredged material, used asphalt, and brick, block or concrete from construction and demolition activities that is separate from other waste and is recognizable as such. The term does not include materials placed in or on the waters of the Commonwealth unless otherwise authorized. (The term "used asphalt" does not include milled asphalt or asphalt that has been processed for re-use.)
 - Any placement of clean fill that has been affected by a spill or release of a regulated substance must use Form FP-001 to certify the origin of the fill material and the results of the analytical testing to qualify the material as clean fill. Form FP-001 must be retained by the owner of the property receiving the fill.
 - Environmental due diligence must be performed to determine if the fill materials associated with the project qualify as clean fill. Environmental due diligence is defined as: investigative techniques, including, but not limited to, visual property inspections, electronic or paper records, review of property ownership, review of property use history, Sanborn maps, environmental questionnaires, transaction screens, analytical testing, environmental assessments or audits. Analytical testing is not a required part of due diligence unless visual inspection and/or review of the past land use of the property indicates that the fill may have been subjected to a spill or release of a regulated substance. If the fill may have been affected by a spill or release of a regulated substance, it must be tested to determine if it qualifies as clean fill. Testing should be performed in accordance with Appendix A of the Department's policy "Management of Clean Fill."
 - Concrete wash water shall be handled in the manner described on the plan drawings. In no case shall it be allowed to enter any surface waters or groundwater systems.
 - Underground utility detection through wire tracing shall be immediately backfilled and the channel restored to its original cross-section and protective lining. Any base flow within the channel shall be conveyed past the work area in the manner described in the plan until such restoration is complete.
 - Concrete wash water shall be handled in the manner described on the plan drawings. In no case shall it be allowed to enter any surface waters or groundwater systems.
 - Underground utility detection through wire tracing shall be immediately backfilled and the channel restored to its original cross-section and protective lining. Any base flow within the channel shall be conveyed past the work area in the manner described in the plan until such restoration is complete.

- General Channel Specifications:**
- All channels must be kept free of obstructions such as fill ground, fallen leaves & woody debris, accumulated sediment, and construction materials/wastes. Channels should be kept mowed and/or free of all weeds, brushy or woody growth. Any underground utilities running across/ through the channel(s) shall be immediately backfilled and the channel restored per the channel cross-section detail.
 - Vegetated channels shall be constructed free of rocks, tree roots, stumps or other projections that will impede normal channel flow and/or prevent good lining to soil contact. The channel shall be initially seeded proportionately to the channel width. Seeding shall be immediately backfilled and the channel restored to its original cross-section and protective lining. Any base flow within the channel shall be conveyed past the work area in the manner described in the plan until such restoration is complete.
 - Channels having Riprap, Reno Mattress, or Gabion linings must be sufficiently over-excavated so that the design dimensions will be provided after placement of the protective lining.

- General Stabilization Specifications:**
- Upon temporary cessation of an earth disturbance activity or any stage or phase of an activity where a cessation of earth disturbance activities will exceed 4 days, the site shall be immediately seeded, mulched, or otherwise protected from accelerated erosion and sedimentation pending future earth disturbance activities.
 - Permanent stabilization is defined as a minimum uniform 70% perennial vegetative cover or other permanent non-vegetative cover with a density sufficient to resist accelerated surface erosion and subsurface characteristics sufficient to resist sliding and other movements.
 - Topsoil required for the establishment of vegetation shall be stockpiled at the on-site location by the contractor.
 - Areas which are to be topsoiled shall be scarified to a minimum depth of 3 to 5 inches - 6 to 12 inches on compacted soils prior to placement of topsoil. Areas to be vegetated shall have a minimum 6 inches of topsoil in place prior to seeding and mulching. Fill outcrops shall have a minimum of 2 inches of topsoil.
 - Topsoil should not be placed while the topsoil or subsoil is in a frozen or muddy condition, when the subsoil is excessively wet, or in a condition that may otherwise be detrimental to proper grading and seeded preparation. Compacted soils should be scarified 6 to 12 inches above contour wherever possible prior to seeding.
 - Immediately after earth disturbance activities cease, the operator shall stabilize the disturbed areas. During non-germinating periods, mulch must be applied at the specified rates. Disturbed areas which are not at finished grade and which will be re-disturbed within 1 year must be stabilized in accordance with the temporary vegetative stabilization specifications. Disturbed areas which are at final grade or which will not be re-disturbed within 1 year must be stabilized in accordance with the permanent vegetative stabilization specifications.
 - An erosion control blanket will be installed on all disturbed slopes 3:1 or steeper, all areas of concentrated flows, and disturbed areas within 50' of a surface water.

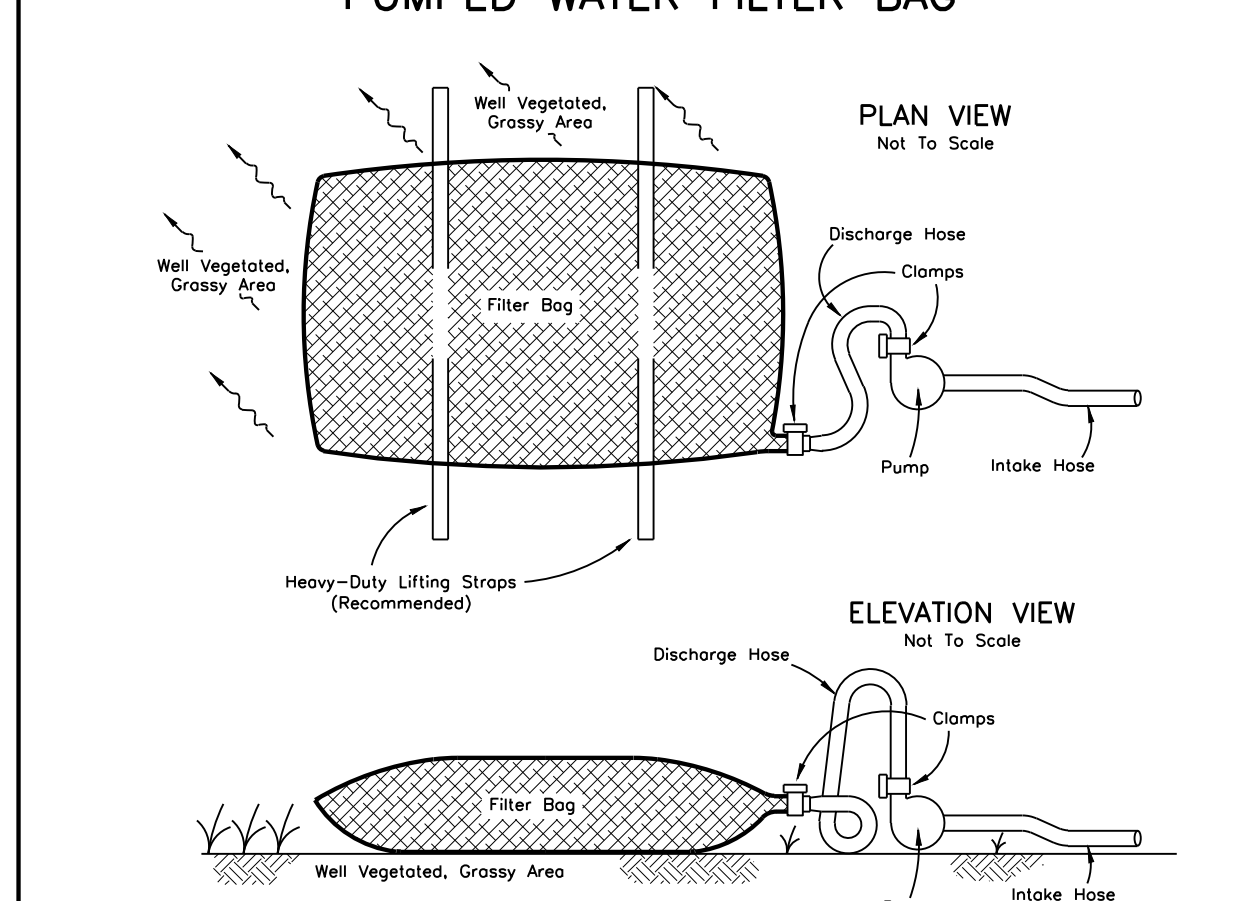
- General Maintenance Program Notes:**
- Until the site is stabilized, all erosion and sediment control BMPs must be maintained properly. Maintenance must include inspections of all erosion and sediment control BMPs after each runoff event and on a weekly basis. All preventative and remedial maintenance work, including cleanout, repair, replacement, re-grading, reseeding, re-mulching and re-netting must be performed immediately, if erosion and sediment control BMPs fail to perform as expected, replacement BMPs or modifications to those installed will be required.
 - Any sediment removed from BMPs during construction will be returned to upland areas on site and placed on a nearby slope. All preventative and remedial maintenance work, including cleanout, repair, replacement, re-grading, reseeding, re-mulching and re-netting must be performed immediately, if erosion and sediment control BMPs fail to perform as expected, replacement BMPs or modifications to those installed will be required.
 - A log showing the dates that E&S BMPs were inspected as well as any deficiencies found and the date they were corrected shall be maintained throughout the project. The Franklin County Conservation District or other regulatory agency officials at the time of inspection.



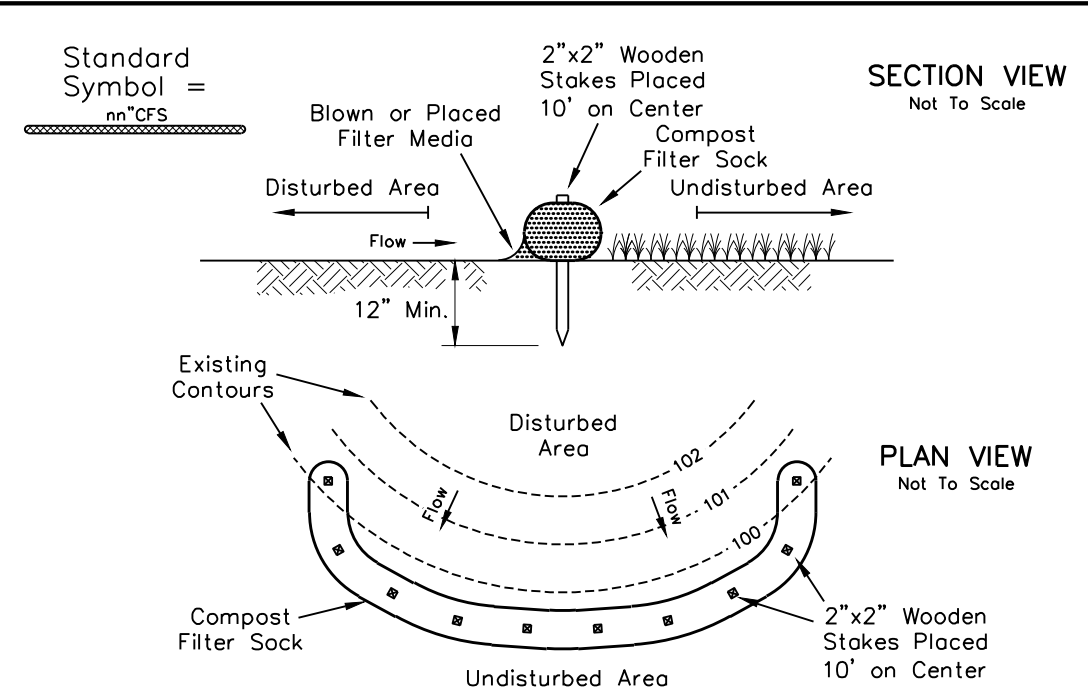
- INSTALLATION SPECIFICATIONS:**
- INSTALL ON FLAT GRADE FOR OPTIMUM PERFORMANCE.
 - 18" DIAMETER COMPOST FILTER SOCK MAY BE STACKED ONTO DOUBLE 24" DIAMETER SOCKS IN PYRAMIDAL CONFIGURATION FOR ADDED HEIGHT.
 - PROPER STORAGE SHALL BE PROVIDED (INFORMING CONCRETE TRUCK DRIVERS TO THE PRESENCE AND LOCATION OF WASHOUT FACILITIES).
 - WASHOUT FACILITIES SHALL NOT BE PLACED WITHIN 50 FEET OF STORM DRAINS, OPEN DITCHES, OR SURFACE WATERS. THE FACILITIES SHALL BE LOCATED AT A CONVENIENT LOCATION FOR TRUCKS, PREFERABLY NEAR WHERE THE CONCRETE IS BEING POURED, BUT FAR ENOUGH FROM OTHER VEHICULAR TRAFFIC TO MINIMIZE THE POTENTIAL FOR ACCIDENTAL DAMAGE OR SPILLS.
 - WHEREVER POSSIBLE, WASHOUT FACILITIES SHOULD BE LOCATED ON SLOPES NOT EXCEEDING A 2% GRADE.
 - A HIGH DENSITY POLYETHYLENE IMPERVIOUS GEOMEMBRANE SHALL BE PLACED ON THE GROUND SURFACE AT THE LOCATION OF THE WASHOUT.
 - COMPOST SOCKS SHALL BE STAKED IN THE MANNER RECOMMENDED BY THE MANUFACTURER AROUND THE PERIMETER OF THE GEOMEMBRANE SO AS TO FORM A RING WITH THE ENDS OF THE SOCK LOCATED AT THE UPSLOPE SIDE.
 - THE SOCK SHALL BE IN CONTINUOUS CONTACT WITH THE GEOMEMBRANE AT ALL LOCATIONS.
 - WHERE DESIRED, SOCKS MAY BE STACKED AND STAKED SO AS TO FORM A TRIANGULAR CROSS-SECTION.
- MAINTENANCE PROGRAM:**
- THE CONCRETE WASHOUT FACILITY SHALL BE INSPECTED DAILY. DAMAGED OR LEAKING WASHOUTS SHOULD BE DEACTIVATED AND REPAIRED OR REPLACED IMMEDIATELY.
 - ACCUMULATED MATERIALS SHALL BE REMOVED WHEN THEY REACH 50% CAPACITY.
 - THE IMPERVIOUS GEOMEMBRANE SHALL BE REPLACED WITH EACH CLEANING OF THE WASHOUT FACILITY.

FIGURE 3-18
TYPICAL COMPOST SOCK WASHOUT INSTALLATION
NOT TO SCALE

STANDARD CONSTRUCTION DETAIL #3-16
PUMPED WATER FILTER BAG



- Pumped Water Filter Bags shall be made from non-woven geotextile material sewn with high strength, double stitched 2" type seams. They shall be capable of trapping particles larger than 150 microns.
- A suitable means of accessing the Filter Bag with machinery required for disposal purposes shall be provided. Filter Bags shall be replaced when they become 1/2 full of sediment. Spare Filter Bags shall be kept available for replacement of those that have failed or are filled. Filter Bags shall be placed on straps to facilitate removal unless the Filter Bags come with lifting straps already attached.
- Filter Bags shall be located in well-vegetated (grassy) areas, and discharge into stable, erosion resistant areas. Where this is not possible, a geotextile underlayment and flow path shall be provided. Filter Bags may be placed on filter stone to increase discharge capacity. Filter Bags shall not be placed on slopes greater than 5%. For slopes exceeding 5%, clean rock or other non-erosible and non-polluting material may be placed under the Filter Bag to reduce slope steepness.
- No on-site sediment barrier is required for most installations. Compost Berms or Compost Filter Socks shall be installed below Filter Bags located in HD or EV watersheds, within 50 feet of any existing surface water or where grassy area is not available.
- The pump discharge hose shall be inserted into the Filter Bags in the manner specified by the manufacturer and securely clamped. A piece of PVC pipe is recommended for this purpose.
- The pumping rate shall be no greater than 750 gpm or 1/2 the maximum specified by the manufacturer, whichever is less. Pump intakes should be floating and screened.
- Filter Bags shall be inspected daily. If any problem is detected, pumping shall cease immediately and not resume until the problem is corrected.



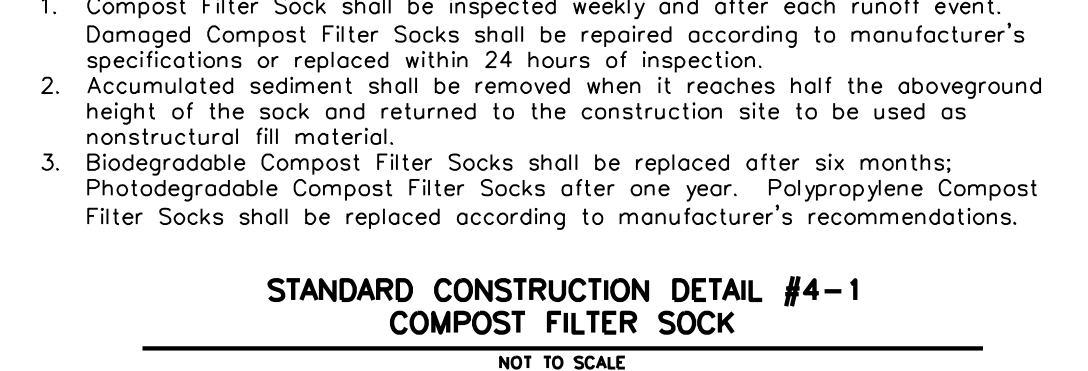
Compost Filter Sock No.	Filter Sock Diameter	Filter Sock Length	Tributary Slope Length	Tributary Slope Percentage
1	12"	35'	125'	7.0%

- Installation Specifications:**
- Filter Sock Fabric shall meet the standards of Table 4.1 of the PaDEP Erosion and Sediment Pollution Control Program Manual (Technical Guidance Document 363-2134-008, March 2012, Page 63). Compost shall meet the standards of Table 4.2 of Technical Guidance Document 363-2134-008, March 2012, Page 64.
 - Compost Filter Socks shall be placed at level existing grade. Both ends of the sock shall be extended at least 8 feet up slope at 45 degrees to the main sock alignment (See Figure 4.1, Technical Guidance Document 363-2134-008, March 2012, Page 61). Maximum slope length above any sock shall not exceed that shown on Figure 4.2 of Technical Guidance Document 363-2134-008, March 2012, Page 66. Stokes may be installed immediately downslope of the sock if so specified by the manufacturer.
 - Traffic and equipment shall not be permitted to cross Compost Filter Socks.
 - Upon stabilization of the area tributary to Compost Filter Socks, stakes shall be removed. The Compost Filter Socks may be left in place and vegetated or removed if removed, the mesh shall be cut open and the mulch spread as a soil supplement.

Maintenance Program

- Compost Filter Sock shall be inspected weekly and after each runoff event. Damaged Compost Filter Socks shall be repaired according to manufacturer's specifications or replaced within 24 hours of inspection.
- Accumulated sediment shall be removed when it reaches half the aboveground height of the sock and returned to the construction site to be used as non-structural fill material.
- Biodegradable Compost Filter Socks shall be replaced after six months; Photodegradable Compost Filter Socks after one year. Polypropylene Compost Filter Socks shall be replaced according to manufacturer's recommendations.

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

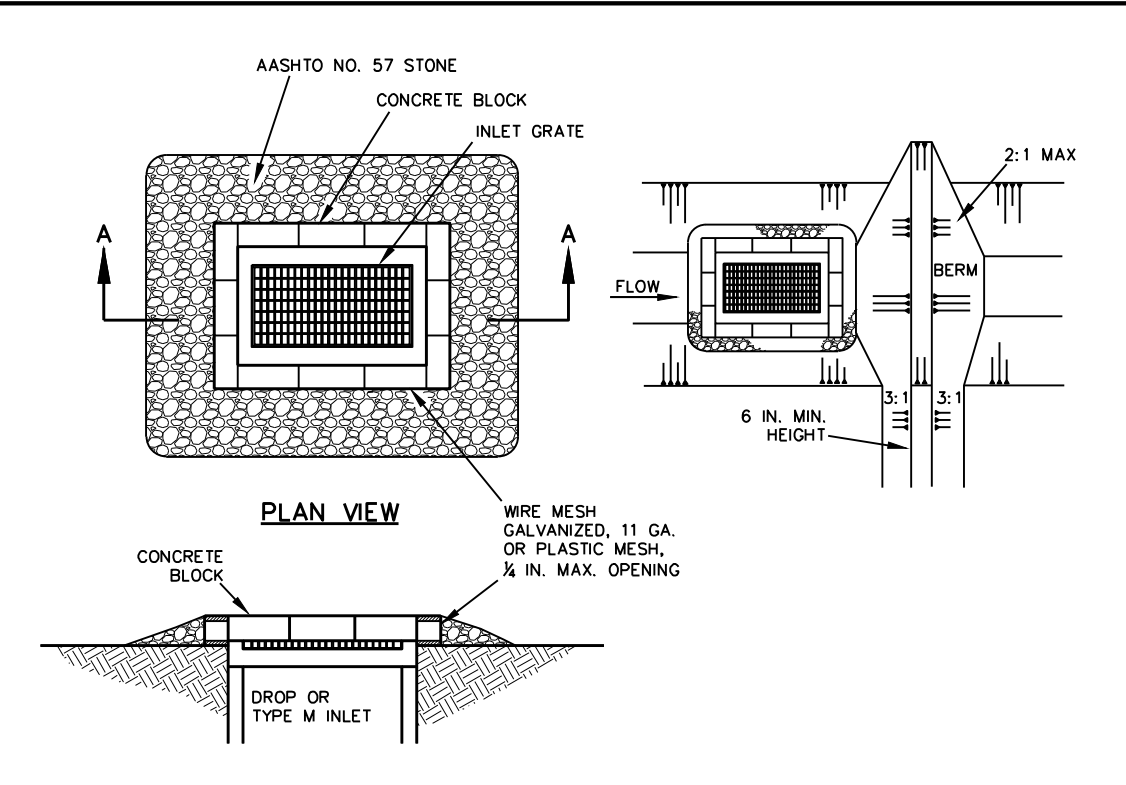


Sequence Of Construction

- General Notes:**
- The installation of the proposed storm sewer and restoration of the streets, alleys, and walkways must be done in accordance with the specifications and guidelines noted on the plans, and performed in a sequence and manner that will limit the amount of exposed soil area, control runoff concentrations and velocities, stabilize disturbed areas within a reasonable time period, and control sedimentation to within the project area. During construction, the contractor must supplement the facilities shown on this plan with additional BMP's as necessary to minimize sedimentation pollution.
 - At least 7 days prior to starting any earth disturbance activities (including clearing and grubbing), the owner and/or operator must invite all contractors, the landowner, appropriate municipal officials, and the E&S plan preparer to an on-site pre-construction meeting.
 - At least 3 days prior to starting any earth disturbance activities, or expanding into an area previously unmarked, the Pennsylvania One Call System Inc. must be notified at 1-800-242-1776 for the location of existing underground utilities.
 - All earth disturbance activities must proceed in accordance with the sequence. Each stage shall be completed and immediately stabilized before any following stage is initiated. Clearing, grubbing, and topsoil stripping must be limited only to those areas described in each stage. Any deviation from the following sequence must be approved in writing from Dennis E. Black Engineering, Inc.
 - No earth, soil material, or construction/demolition debris shall be deposited within the limit of disturbed area. All such material must be loaded onto trucks or suitable carriers and transported from the work area to a properly permitted disposal or stockpile site.

Construction Sequence:

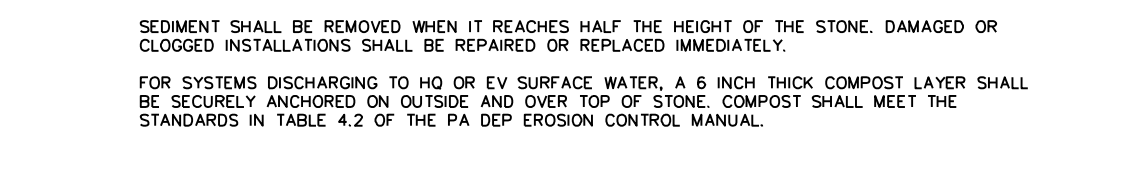
- Field-mark the limits of disturbance of the site. Install and maintain Compost Filter Sock #1. All roadways shall be kept free of sediment and debris.
- Very little cast-in-place concrete is required for this project. Install a Compost Filter Sock Washout if the contractor chooses to install cast-in-place structures. Maintain perimeter controls including the temporary Compost Filter Socks where indicated on the plan.
- Perform exploratory test pit excavations to determine if the required clearances exist where the proposed storm sewer will cross existing utilities. Relocate any utilities necessary to provide the required clearances.
- Install the proposed storm sewer. When possible, demolition of designated features and excavations for the storm sewer installation or utility relocations must be limited to an area that can be completed in one workday. In those instances when the excavation cannot be backfilled at the end of the workday, the contractor must cover any open trenches with steel plates.
- As construction and demolition advances; maintain Compost Filter Sock #1, and install Temporary Inlet Protection measures at Existing Inlet C-041-2748 and Inlet 3 as soon as backfill around those inlet boxes is complete. The contractor must investigate the source of any baseflow flow within the existing storm system, intercept that flow and provide a means to bypass and convey the baseflow (ground any existing section of pipe that will be demolished and taken out of service) to the nearest downstream point of either the existing storm sewer system or the nearby installed system.
- As construction advances and the storm sewer pipes and structures are installed up to Inlet 1, the areas between Existing Inlet C-041-2748 and Inlet 1 must be excavated and restored. Restore any paved areas affected by the trenching. Within the areas designated as Open Space Restoration, till the soil to a depth of 12 inches from final grade and then install/apply topsoil to a depth of 6 inches from final grade. Apply Permanent Seeding to the unpaved disturbed areas and install Erosion Control Blankets.
- As construction and restoration advances, continue to maintain the Compost Filter Sock #1 through the completion of the restoration. Stabilize trenches in the streets and across driveways with the aggregate sub-base course as soon as possible to prevent erosion.
- When the storm sewer pipe and structure installation is complete; restore streets, alleys, and the walkways. Apply Permanent Seeding and Erosion Control Blankets to any remaining disturbed areas.
- After final permanent site stabilization has been achieved, Temporary Erosion and Sedimentation Controls (Compost Filter Socks, Compost Filter Sock Washout, Temporary Inlet Protection, etc.) must be removed. Any small disturbances caused by the removal shall be immediately stabilized. Permanent stabilization should be defined as "a minimum uniform 70% perennial vegetative cover or other permanent non-vegetative cover with a density sufficient to resist accelerated surface erosion and subsurface characteristics sufficient to resist sliding and other movements."
- When Temporary Inlet Protection Measures have been removed, install Inlet Water Quality Filters in Inlets 1, 2, 3, and 4.



STANDARD CONSTRUCTION DETAIL #4-18
STONE AND CONCRETE BLOCK INLET PROTECTION - TYPE M INLET
NOT TO SCALE

- NOTES:**
- MAXIMUM DRAINAGE AREA = 1 ACRE.
 - INLET PROTECTION SHALL NOT BE REQUIRED FOR INLET TRIBUTARY TO SEDIMENT BASIN OR TRAP. BERMS SHALL BE REQUIRED FOR ALL INSTALLATIONS NOT LOCATED AT A LOW POINT.
 - ROCKED SURFACE BERM ON ROADWAY SHOULD BE PROVIDED AND MAINTAINED IMMEDIATELY DOWN GRADIENT OF THE PROTECTED INLET UNTIL ROADWAY IS STONED. ROAD SUBBASE BERM ON ROADWAY SHOULD BE MAINTAINED UNTIL ROADWAY IS PAVED. EXISTING BERM IN CHANNEL SHALL BE MAINTAINED UNTIL PERMANENT STABILIZATION IS COMPLETED OR TO REMAIN PERMANENTLY.
 - TOP OF BLOCK SHALL BE AT LEAST 6 INCHES BELOW ADJACENT ROADS IF PAVED WATER WOULD POSE A SAFETY HAZARD TO TRAFFIC.
 - SEDIMENT SHALL BE REMOVED WHEN IT REACHES HALF THE HEIGHT OF THE STONE. DAMAGED OR CLOGGED INSTALLATIONS SHALL BE REPAIRED OR REPLACED IMMEDIATELY.
 - FOR SYSTEMS DISCHARGING TO HD OR EV SURFACE WATER, A 6 INCH THICK COMPOST LAYER SHALL BE REQUIRED AND ANCHORED ON OUTSIDE AND OVER TOP OF STONE. COMPOST SHALL MEET THE STANDARDS IN TABLE 4.2 OF THE PA DEP EROSION CONTROL MANUAL.

Open Space Restoration Cross-Section Detail
NOT TO SCALE



Erosion and Sedimentation Control Plan Goals:

- It shall be incumbent upon the owner/operator of this project to implement Best Management Practices (BMPs) to satisfy the following erosion and sedimentation control goals:
- Minimize extent and duration of earth disturbance.
 - Maximize protection of existing drainage features.
 - Minimize soil compaction.
 - Utilize measures or controls that prevent or minimize generation of increased stormwater run-off.
- The owner/operator shall employ the Best Management Practices (BMPs) described within these plans. If conditions exist during the construction of this project which fail to satisfy the above described goals, additional BMPs shall be employed by the owner/operator as necessary to satisfy the goals.

Anticipated Construction Wastes and Disposal Methods:

- The anticipated construction wastes associated with this project are as follows:
- Surplus concrete and concrete washout wastewater.
 - Broken or cut remnants of various masonry products.
 - Bent or cut remnants of various metallic materials.
 - Scrap wood, paper, and cardboard packaging from construction materials.
 - Sanitary wastewater and solids from portable toilet facilities.
- Hardened surplus concrete and broken/cut remnants of masonry products may be pulverized and used as non-structural fill material.
- The owner/operator shall remove all scrap wood, paper, cardboard, and metallic building materials and wastes from the site and shall recycle or dispose in accordance with the Department's Solid Waste Management Regulations at 25 Pa. Code 260.1 et seq., 271.1, and 287.1 et seq. No scrap wood, paper, cardboard, or metallic building materials shall be burned, buried, dumped, or discharged at the site.
- The owner/operator shall furnish, install, and maintain self-contained sanitary portable toilet facility(ies) on the construction site during the construction period. The owner/operator will provide continuous maintenance and cleaning of the facility(ies) to insure sanitary conditions. Disposal of waste from the portable toilet facility(ies) shall be at a site approved by the Pennsylvania Department of Environmental Protection.

Erosion and Sedimentation Control Details

Pleasant Street
Storm Sewer Improvement Project
for the
Borough of Chambersburg
located in
Chambersburg Borough, Franklin County, PA

REVISIONS

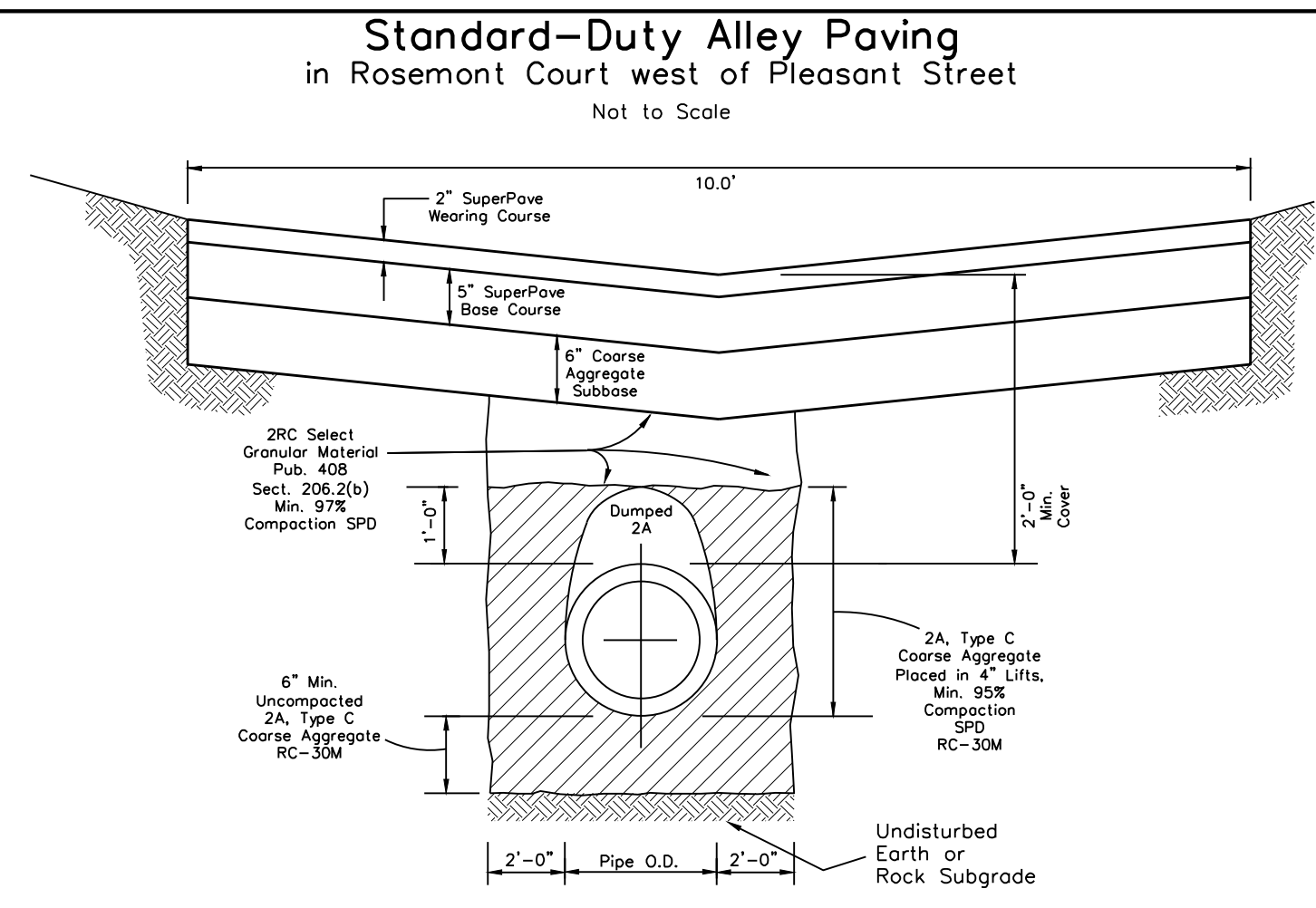
NO.	DATE	DESCRIPTION	BY
1	6/19/2024	Add FCDD Grant Funding Limits	GDW

DENNIS E. BLACK ENGINEERING, INCORPORATED
ENGINEERING—SURVEYING—PLANNING

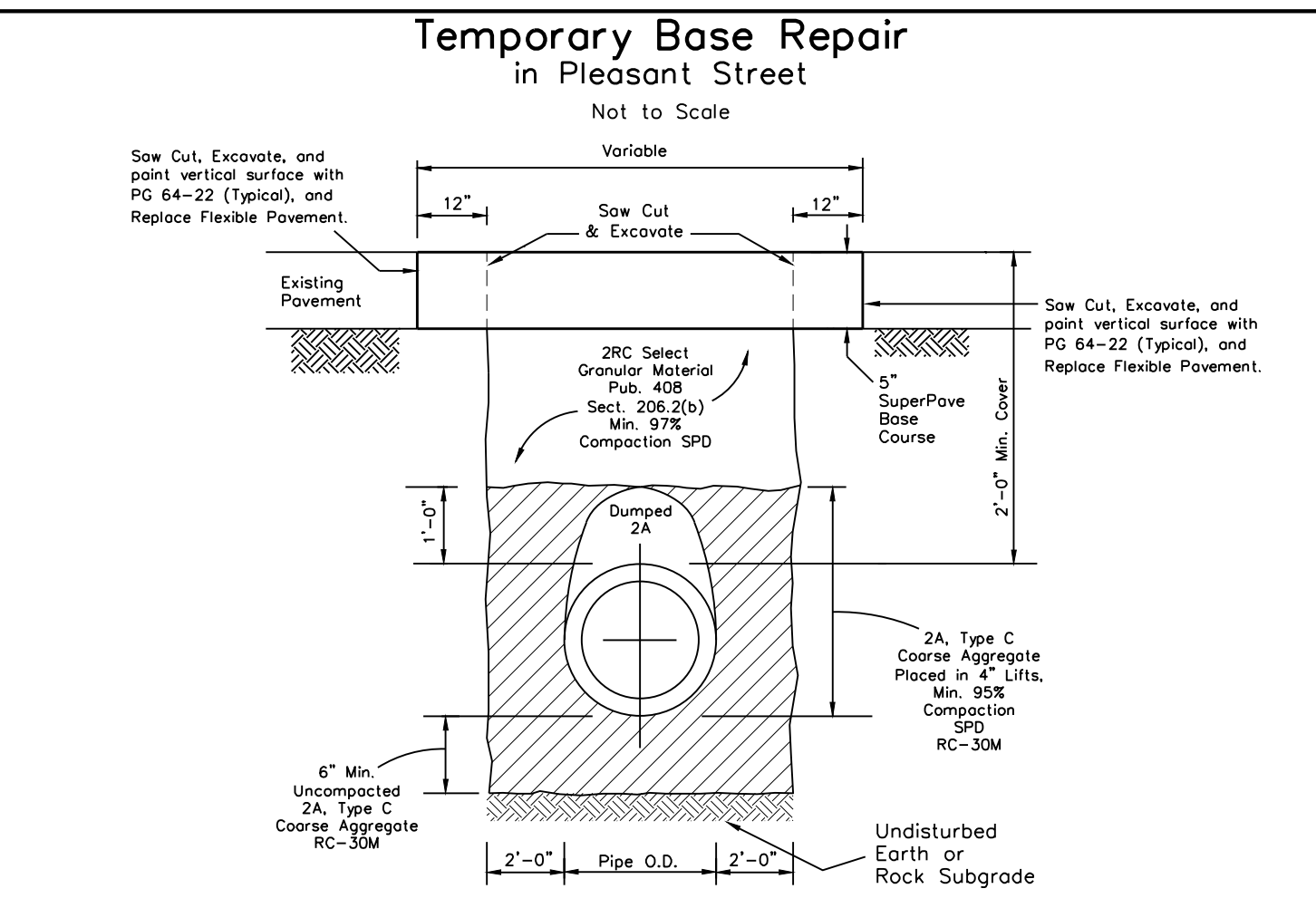
2400 PHILADELPHIA AVENUE
CHAMBERSBURG, PA 17201
(717)263-8794 (888)238-0661

CLIENT No. 1075 ORDER No. 240018.00 SHEET 6 OF 7
DATE 5/14/2024 AutoCAD DRAWING REF. NUMBER DRAWING No.
SCALE 1"=20' AUTOCAD# 24-29

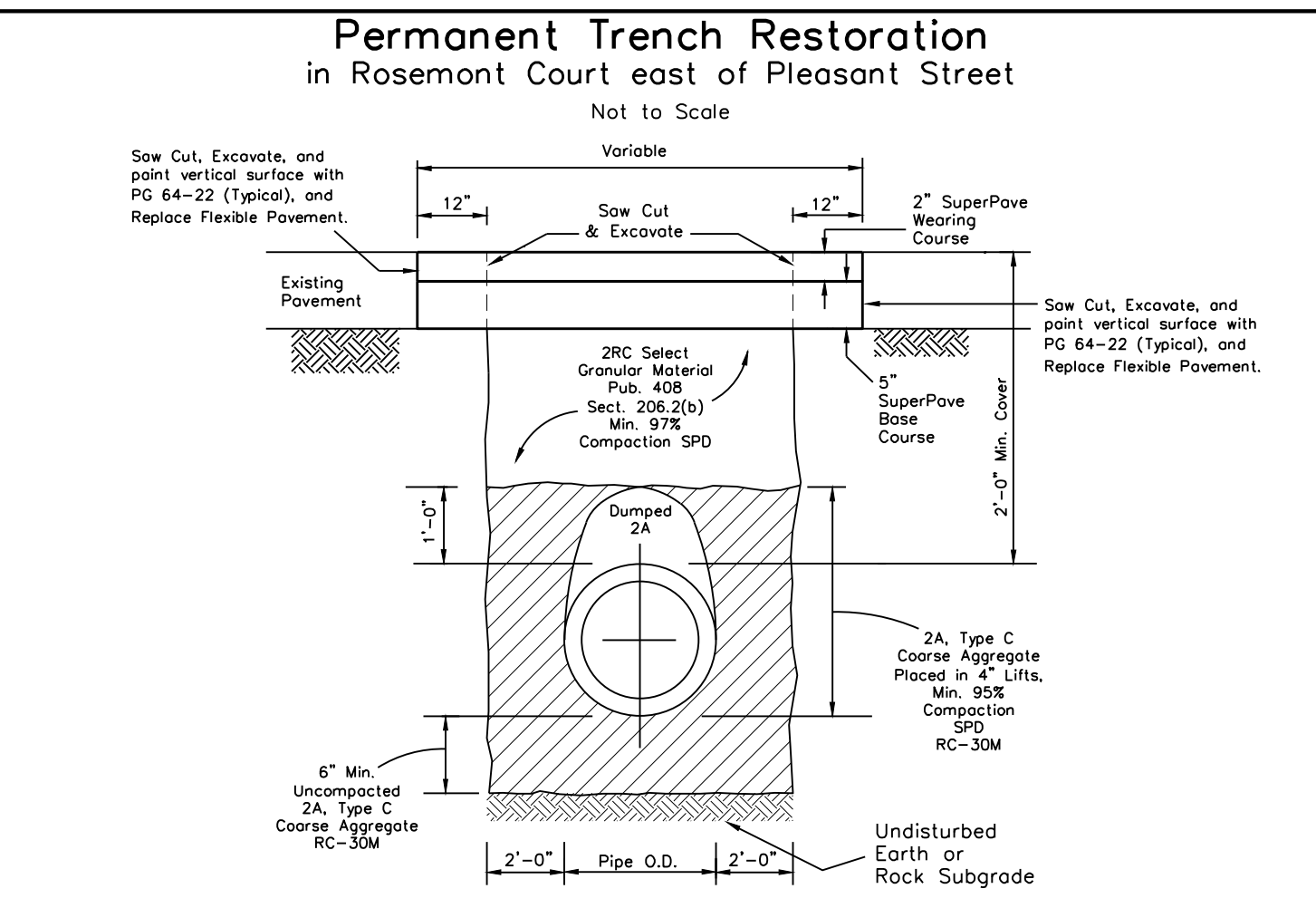
THE ORIGINAL DRAWING AND THE INFORMATION SHOWN THEREON ARE THE PROPERTY OF D. E. BLACK ENG., INC. AND SHALL NOT BE DUPLICATED WITHOUT WRITTEN PERMISSION



Proposed Paving Section:
 2.0" Superpave HMA Wearing Course, PG 64-22, 0.3 to <3.0 million ESALS, 12.5 mm Mix, SRL-H
 5.0" Superpave HMA Base Course, PG 64-22, 0.3 to <3.0 million ESALS, 25.0 mm Mix
 6.0" PennDOT Type 2A Coarse Aggregate Subbase



Proposed Paving Section:
 5.0" Superpave HMA Base Course, PG 64-22, 0.3 to <3.0 million ESALS, 25.0 mm Mix



Proposed Paving Section:
 2.0" Superpave HMA Wearing Course, PG 64-22, 0.3 to <3.0 million ESALS, 12.5 mm Mix, SRL-H
 5.0" Superpave HMA Base Course, PG 64-22, 0.3 to <3.0 million ESALS, 25.0 mm Mix

Inlet Water Quality Filter Construction Notes

Installation Instructions:

1. Remove grate from the drainage structure.
2. Clean stone and dirt from ledge (lip) of drainage structure.
3. Drop the inlet water quality filter through the clear opening such that the hangers rest firmly on the lip of the structure.
4. Replace the grate and confirm it is not elevated more than 1/8", the thickness of the steel hangers.

Frequency of Inspections:

1. Inspection should occur following any rain event >1".
2. Post construction inspections should occur 4 times per year. In snowfall affected regions additional inspections should take place before and after snowfall season.
3. Industrial application site inspections (loading ramps, wash racks, maintenance facilities) should occur on a regularly scheduled basis no less than 3 times/year.

Maintenance Guidelines:

1. Empty the sediment bag if more than half filled with sediment and debris, or as directed.
2. Remove the grate, engage the lifting bars with a removal tool, and lift from drainage structure.
3. Dispose of sediment or debris as directed by the Engineer or maintenance contract.
4. An industrial vacuum can be used to collect sediment.
5. Remove caked on silt from sediment bag and flush with medium spray with optimal filtration.
6. Replace bag if torn or punctured to >1/2" diameter on lower half of bag.

Post Construction Bag Maintenance:

1. At 50% saturation the average 2'x2' filter will retain approximately 75 oz (4.2 lbs) of oil and should be serviced. To recover the oils the filter can be centrifuged or passed through a wringer.
2. Oil skimmer pouches start to turn black when saturated, indicating time for replacement. Each pouch will absorb approximately 62 oz (4 lbs) of oil before needing replacement.
3. Dispose of all oil contaminated products in accordance with EPA guidelines. Oil skimmer pouches, since a solidifier, will not leach under pressure and can be disposed of in most landfills, recycled for industrial applications, or burned as fuel.

Sediment Bag Replacement:

1. Remove the bag by loosening or cutting off clamping bag.
2. Take new sediment bag and secure with drive clamping band to the frame channel.
3. Ensure bag is secure and there is no slack around perimeter.

Operation and Maintenance of Best Management Practices (BMPs):

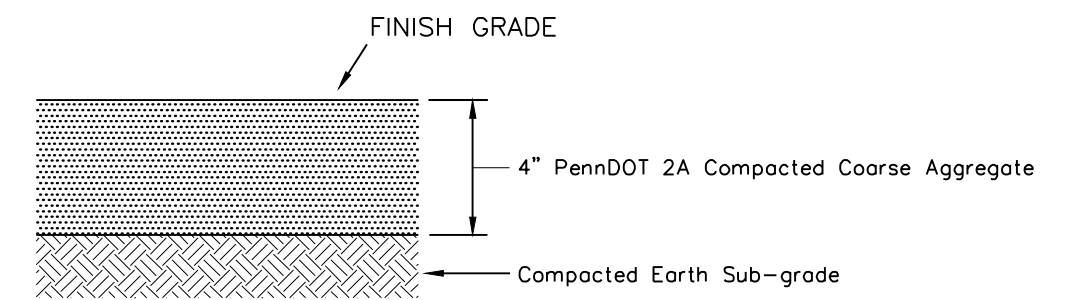
Permanent Vegetative Stabilization:

Core must be taken to protect the downstream BMPs from excessive sediments from the watershed. Whenever land disturbing activities take place within a contributing watershed to any BMP, effective erosion and sedimentation control measures must first be in place to exclude sediments from reaching that BMP. Regular inspections are required during the first few years to ensure that vegetation becomes adequately established. Until the vegetation becomes dense and self-sustaining, regular maintenance should include watering, fertilizing, planting or re-seeding as required. Mowing, weeding, pruning, and removal of woody species shall be regularly performed to stimulate dense growth of desired grass species.

Storm Sewer Inlets:

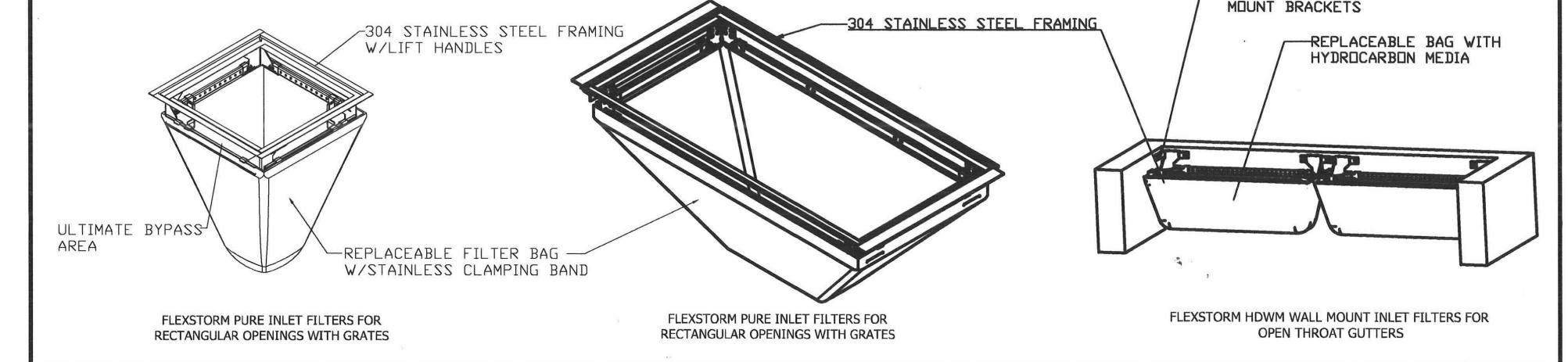
Once installed, the Storm Sewer Inlets should require little maintenance. They should be inspected at least once a year and after major storms for sediment, debris and litter accumulation and condition of the grate.
 Maintenance activities are to be done annually and within 48 hours after every major storm event (> 1 inch rainfall depth):
 Inspect the grate for seating within the frame.
 Inspect for sediment, debris, or litter and remove.
 Remove any debris that would try to enter the storm sewer system.
 Avoid depositing grass clippings on the surface of the pavement tributary to the inlet to prevent clogging.
 After major rain events check for areas of ponding water. In the event of ponding water remove the clogging debris and dispose.

INSTALLATION OF COARSE AGGREGATE SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS OUTLINED IN PA.D.O.T. PUBLICATION 408 WITH RESPECT TO SECTION 200 - EARTHWORK, SECTION 300 - BASE COURSES, AND SECTION 700 - MATERIALS.



Interim Coarse Aggregate Walkway Cross-Section Detail
 Not to Scale

FLEXSTORM PURE FILTERS FOR PERMANENT INLET PROTECTION
 PRODUCT SELECTION AND SPECIFICATION DRAWING



Descrip	Inlet Type	Grate Size	Opening Size	Bag Cap (H)	Flow Ratings (CFS)				FX	FX+	PC	PC+
					FX/FX+	PC/PC+	Bypass					
2' x 2' Frame and Grate	Square/Rect (SQ)	24 x 24	22 x 22	3.3	1.8	1.6	4.8	62MHD22FX	62MHD22FXP	62MHD22PC	62MHD22PCP	
2' x 4' PennDOT Type M & C	Square/Rect (SQ)	26.5 x 48	24 x 44.5	6.3	3.1	2.2	9.5	62PENNMHDFX	62PENNMHDFXP	62PENNMHDFPC	62PENNMHDFPCP	
2' x 6' Frame and Grate	Concrete Box (HD4)	26.5 x 75	24 x 72	10.0	4.8	4.1	13.0	62PENNHDF26FX	62PENNHDF26FXP	62PENNHDF26PC	62PENNHDF26PCP	
3 x 3 Frame and Grate	Square/Rect (SQ)	37.5 x 37.5	36 x 36	7.2	4.4	3.2	9.6	62HDXLFX	62HDXLFXP	62HDXLPC	62HDXLPCP	
48" Open Throat Curb Inlet	Wall Mount (WM)	N/A	48	3.3	2.5	4.2	N/A*	62HDWM48FX	62HDWM48FXP	62HDWM48PC	62HDWM48PCP	

*FLOW RATINGS SHOWN ARE 50% MAXIMUM

NOTES:

1. ALL FRAMING IS CONSTRUCTED OF 304 STAINLESS STEEL FOR 25 YEAR SERVICE LIFE RATING.
2. TOTAL BYPASS CAPACITY WILL VARY WITH EACH SIZE DRAINAGE STRUCTURE. FLEXSTORM DESIGN FRAMING BYPASS TO MEET OR EXCEED THE DESIGN FLOW OF THE PARTICULAR DRAINAGE STRUCTURE.
3. UPON ORDERING ADD P/N CONFIRMATION OF THE DOT CALLOUT, FLEXSTORM ITEM CODE, CASTING NAME AND MODEL OR DETAILED DIMENSIONAL FORMS MUST BE PROVIDED.
4. FOR WRITTEN SPECIFICATIONS AND MAINTENANCE GUIDELINES VISIT WWW.INLETFILTERS.COM

INSTALLATION:

1. REMOVE GRATE.
2. DROP FLEXSTORM INLET FILTER INTO LEAD BEARING LIP OF CASTING OR CONCRETE STRUCTURE.
3. REPLACE GRATE.

Product Selection Table:

PRODUCT	1/12/2016	TITLE	
PROJECT		NO.	
DATE		REV	
BY		DATE	
APP.		SCALE	

Notes:

1. Inlet Water Quality Filters must be installed within proposed inlets 1, 2, 3 and 4. Use "FlexStorm Inlet Filters", Part No. 62PENNMHDFX, manufactured by Advanced Drainage Systems, Inc. of Hilliard, OH or approved equal.

Inlet Water Quality Filter Detail
 Not to Scale

Inlet Structure Chart

Item Number	Structure Top Type	Structure Box Type	Grate or Cover Type	Water Quality Filter
Inlet 1	Type M Inlet Top	Standard Inlet Box	Structural Steel - Bicycle Safe	ADS-Flexstorm - 62PENNMHDFX
Inlet 2	Type M Inlet Top	Standard Inlet Box	Structural Steel - Bicycle Safe	ADS-Flexstorm - 62PENNMHDFX
Inlet 3	Type M Inlet Top	Standard Inlet Box	Structural Steel - Bicycle Safe	ADS-Flexstorm - 62PENNMHDFX
Inlet 4	Type M Inlet Top	Standard Inlet Box	Structural Steel - Bicycle Safe	ADS-Flexstorm - 62PENNMHDFX

REVISIONS

NO.	DATE	DESCRIPTION	BY
1	6/19/2024	Add FCCD Grant Funding Limits	GDW



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

CLIENT No. 1075
 DATE 5/14/2024
 SCALE 1"=20'

ORDER No. 240018.00
 AutoCAD DRAWING REF. NUMBER
 AUTOCAD#

SHEET 7 OF 7
 DRAWING No. 24-29

THE ORIGINAL DRAWING AND THE INFORMATION SHOWN THEREON ARE THE PROPERTY OF D. E. BLACK ENG., INC. AND SHALL NOT BE DUPLICATED WITHOUT WRITTEN PERMISSION

Construction Details

Pleasant Street
 Storm Sewer Improvement Project
 for the
 Borough of Chambersburg
 located in
 Chambersburg Borough, Franklin County, PA

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

Project Name:	Borough of Chambersburg Pleasant Street Storm Sewer Improvement Project
General Description:	The Borough of Chambersburg Pleasant Street Storm Sewer Improvement Project involves the removal and replacement of existing storm sewer pipe and inlets as well as the installation of water quality inserts along Pleasant Street and Rosemont Court.
Project Locality	Borough of Chambersburg
Awarding Agency:	Borough of Chambersburg
Contract Award Date:	8/12/2024
Serial Number:	24-06187
Project Classification:	Heavy/Highway
Determination Date:	6/25/2024
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: 24-06187 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/26/2023		\$38.70	\$29.11	\$67.81
Asbestos & Insulation Workers	7/1/2024		\$35.80	\$34.06	\$69.86
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2024		\$36.71	\$19.13	\$55.84
Boilermakers	1/1/2023		\$51.27	\$35.30	\$86.57
Boilermakers	1/1/2024		\$52.10	\$35.72	\$87.82
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/30/2023		\$38.27	\$18.18	\$56.45
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/28/2024		\$38.62	\$19.68	\$58.30
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/4/2025		\$40.47	\$19.68	\$60.15
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/3/2026		\$42.32	\$19.68	\$62.00
Carpenters - Piledriver/Welder	1/1/2023		\$40.63	\$21.22	\$61.85
Carpenters - Piledriver/Welder	1/1/2024		\$42.13	\$21.97	\$64.10
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2023		\$33.01	\$18.41	\$51.42
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2024		\$33.97	\$18.95	\$52.92
Cement Finishers & Plasterers	4/30/2023		\$28.23	\$22.27	\$50.50
Cement Finishers & Plasterers	4/28/2024		\$30.23	\$22.27	\$52.50
Cement Finishers & Plasterers	5/4/2025		\$32.23	\$22.27	\$54.50
Cement Finishers & Plasterers	5/3/2026		\$34.23	\$22.27	\$56.50
Cement Masons	5/1/2023		\$32.90	\$22.70	\$55.60
Cement Masons	5/1/2024		\$33.80	\$22.80	\$56.60
Drywall Finisher	5/1/2023		\$30.10	\$22.14	\$52.24
Drywall Finisher	5/1/2024		\$30.33	\$22.79	\$53.12
Electricians	6/1/2023		\$37.00	\$26.67	\$63.67
Electricians	6/1/2024		\$38.75	\$27.03	\$65.78
Electricians	6/1/2025		\$38.75	\$30.87	\$69.62
Electricians	6/1/2026		\$38.75	\$34.71	\$73.46
Elevator Constructor	1/1/2023		\$53.93	\$38.34	\$92.27
Elevator Constructor	1/1/2024		\$60.76	\$39.19	\$99.95
Glazier	5/1/2023		\$31.23	\$20.66	\$51.89
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2023		\$36.26	\$31.38	\$67.64
Laborers (Class 01 - See notes)	1/1/2023		\$25.31	\$17.29	\$42.60
Laborers (Class 01 - See notes)	1/1/2024		\$26.31	\$17.79	\$44.10
Laborers (Class 02 - See notes)	1/1/2023		\$28.06	\$17.29	\$45.35
Laborers (Class 02 - See notes)	1/1/2024		\$29.56	\$17.79	\$47.35
Laborers (Class 03 - See notes)	1/1/2023		\$27.66	\$17.29	\$44.95
Laborers (Class 03 - See notes)	1/1/2024		\$28.66	\$17.79	\$46.45
Laborers (Class 04 - See notes)	1/1/2023		\$24.31	\$17.29	\$41.60
Laborers (Class 04 - See notes)	1/1/2024		\$25.31	\$17.79	\$43.10

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

Project: 24-06187 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Landscape Laborer (Skilled)	1/1/2023		\$23.79	\$18.28	\$42.07
Landscape Laborer (Skilled)	1/1/2024		\$24.79	\$18.53	\$43.32
Landscape Laborer (Skilled)	1/1/2025		\$25.79	\$18.78	\$44.57
Landscape Laborer (Skilled)	1/1/2026		\$26.79	\$19.03	\$45.82
Landscape Laborer (Tractor Operator)	1/1/2023		\$24.09	\$18.28	\$42.37
Landscape Laborer (Tractor Operator)	1/1/2024		\$25.09	\$18.53	\$43.62
Landscape Laborer (Tractor Operator)	1/1/2025		\$26.09	\$18.78	\$44.87
Landscape Laborer (Tractor Operator)	1/1/2026		\$27.09	\$19.03	\$46.12
Landscape Laborer	1/1/2023		\$23.37	\$18.28	\$41.65
Landscape Laborer	1/1/2024		\$24.37	\$18.53	\$42.90
Landscape Laborer	1/1/2025		\$25.37	\$18.78	\$44.15
Landscape Laborer	1/1/2026		\$26.37	\$19.03	\$45.40
Marble Mason	5/1/2023		\$34.80	\$17.74	\$52.54
Marble Mason	5/1/2024		\$35.25	\$19.24	\$54.49
Marble Mason	5/1/2025		\$37.20	\$19.24	\$56.44
Marble Mason	5/1/2026		\$39.15	\$19.24	\$58.39
Millwright	6/1/2023		\$39.21	\$22.95	\$62.16
Millwright	6/1/2024		\$41.07	\$22.95	\$64.02
Millwright	6/1/2025		\$43.00	\$22.95	\$65.95
Millwright	6/1/2026		\$44.97	\$22.95	\$67.92
Operators (Class 01 - see notes)	7/1/2023		\$35.87	\$20.92	\$56.79
Operators (Class 01 - see notes)	7/1/2024		\$36.87	\$21.42	\$58.29
Operators (Class 02 -see notes)	7/1/2023		\$31.25	\$20.92	\$52.17
Operators (Class 02 -see notes)	7/1/2024		\$32.87	\$21.42	\$54.29
Operators (Class 03 - See notes)	7/1/2023		\$28.70	\$20.92	\$49.62
Operators (Class 03 - See notes)	7/1/2024		\$29.70	\$21.42	\$51.12
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2022		\$26.60	\$20.62	\$47.22
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2023		\$28.30	\$20.92	\$49.22
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2024		\$29.30	\$21.42	\$50.72
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2022		\$25.60	\$20.62	\$46.22
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2023		\$27.30	\$20.92	\$48.22
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2024		\$28.30	\$21.42	\$49.72
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2022		\$25.15	\$20.62	\$45.77
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2023		\$26.85	\$20.92	\$47.77
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2024		\$27.85	\$21.42	\$49.27
Painters Class 1 (see notes)	5/1/2023		\$27.02	\$17.54	\$44.56
Painters Class 1 (see notes)	5/1/2024		\$27.59	\$18.08	\$45.67
Painters Class 2 (see notes)	5/1/2020		\$27.43	\$15.99	\$43.42

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

Project: 24-06187 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Painters Class 3 (see notes)	5/1/2020		\$33.18	\$15.99	\$49.17
Pile Driver Divers (Building, Heavy, Highway)	1/1/2023		\$58.70	\$21.22	\$79.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2024		\$60.95	\$21.97	\$82.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2023		\$39.13	\$21.22	\$60.35
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Plasterers	5/1/2023		\$31.33	\$20.83	\$52.16
Plasterers	5/1/2024		\$32.93	\$21.08	\$54.01
Plumber/Pipefitter	5/1/2023		\$41.36	\$29.72	\$71.08
Roofers (Composition)	5/1/2023		\$42.63	\$34.62	\$77.25
Roofers (Composition)	5/1/2024		\$44.13	\$34.77	\$78.90
Roofers (Shingle)	5/1/2023		\$32.85	\$22.10	\$54.95
Roofers (Shingle)	5/1/2024		\$34.35	\$22.20	\$56.55
Roofers (Slate & Tile)	5/1/2023		\$35.85	\$22.10	\$57.95
Roofers (Slate & Tile)	5/1/2024		\$37.35	\$22.20	\$59.55
Sheet Metal Workers	6/1/2022		\$40.22	\$41.01	\$81.23
Sheet Metal Workers	6/1/2023		\$41.41	\$42.32	\$83.73
Sheet Metal Workers	6/1/2024		\$43.09	\$43.14	\$86.23
Sign Makers and Hangars	7/15/2022		\$30.54	\$24.35	\$54.89
Sign Makers and Hangars	7/15/2023		\$31.76	\$24.63	\$56.39
Sprinklerfitters	4/1/2023		\$44.33	\$28.04	\$72.37
Sprinklerfitters	4/1/2024		\$46.45	\$28.62	\$75.07
Terrazzo Finisher	5/1/2023		\$35.79	\$19.25	\$55.04
Terrazzo Finisher	5/1/2024		\$35.66	\$20.76	\$56.42
Terrazzo Grinder	5/1/2023		\$36.54	\$19.25	\$55.79
Terrazzo Grinder	5/1/2024		\$36.42	\$20.76	\$57.18
Terrazzo Mechanics	5/1/2023		\$36.51	\$21.00	\$57.51
Terrazzo Mechanics	5/1/2024		\$36.44	\$22.51	\$58.95
Tile & Marble Finisher	5/1/2023		\$32.91	\$15.49	\$48.40
Tile & Marble Finisher	5/1/2024		\$33.36	\$16.99	\$50.35
Tile & Marble Finisher	5/1/2025		\$35.31	\$16.99	\$52.30
Tile & Marble Finisher	5/1/2026		\$37.26	\$16.99	\$54.25
Tile Setter	5/1/2023		\$34.80	\$17.74	\$52.54
Tile Setter	5/1/2024		\$35.25	\$19.24	\$54.49
Tile Setter	5/1/2025		\$37.20	\$19.24	\$56.44
Tile Setter	5/1/2026		\$39.15	\$19.24	\$58.39
Truckdriver class 1(see notes)	1/1/2023		\$33.04	\$22.13	\$55.17
Truckdriver class 1(see notes)	1/1/2024		\$34.79	\$22.63	\$57.42
Truckdriver class 1(see notes)	1/1/2025		\$36.29	\$23.13	\$59.42
Truckdriver class 1(see notes)	1/1/2026		\$37.79	\$23.63	\$61.42
Truckdriver class 2 (see notes)	1/1/2023		\$33.50	\$22.43	\$55.93

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

Project: 24-06187 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Truckdriver class 2 (see notes)	1/1/2024		\$35.25	\$22.93	\$58.18
Truckdriver class 2 (see notes)	1/1/2025		\$36.75	\$23.43	\$60.18
Truckdriver class 2 (see notes)	1/1/2026		\$38.25	\$23.93	\$62.18
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: 24-06187 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2023		\$38.35	\$20.59	\$58.94
Carpenter	1/1/2024		\$39.85	\$21.34	\$61.19
Carpenter	1/1/2025		\$41.10	\$22.09	\$63.19
Carpenter	1/1/2026		\$42.35	\$22.84	\$65.19
Carpenter Welder	1/1/2023		\$39.85	\$20.59	\$60.44
Carpenter Welder	1/1/2024		\$41.35	\$21.34	\$62.69
Carpenter Welder	1/1/2025		\$42.60	\$22.09	\$64.69
Carpenter Welder	1/1/2026		\$43.85	\$22.84	\$66.69
Carpenters - Piledriver/Welder	1/1/2023		\$40.63	\$21.22	\$61.85
Carpenters - Piledriver/Welder	1/1/2024		\$42.13	\$21.97	\$64.10
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Cement Finishers	1/1/2023		\$34.14	\$25.05	\$59.19
Cement Finishers	1/1/2024		\$35.14	\$26.30	\$61.44
Cement Finishers	1/1/2025		\$35.94	\$27.50	\$63.44
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Electric Lineman	5/29/2023		\$51.40	\$29.62	\$81.02
Electric Lineman	6/3/2024		\$52.80	\$30.61	\$83.41
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2021		\$34.01	\$31.13	\$65.14
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2023		\$36.26	\$31.38	\$67.64
Laborers (Class 01 - See notes)	1/1/2023		\$29.85	\$25.50	\$55.35
Laborers (Class 01 - See notes)	1/1/2024		\$32.10	\$25.50	\$57.60
Laborers (Class 01 - See notes)	1/1/2025		\$33.60	\$26.00	\$59.60
Laborers (Class 01 - See notes)	1/1/2026		\$34.60	\$27.00	\$61.60
Laborers (Class 02 - See notes)	1/1/2023		\$30.01	\$25.50	\$55.51
Laborers (Class 02 - See notes)	1/1/2024		\$32.26	\$25.50	\$57.76
Laborers (Class 02 - See notes)	1/1/2025		\$33.76	\$26.00	\$59.76
Laborers (Class 02 - See notes)	1/1/2026		\$34.76	\$27.00	\$61.76
Laborers (Class 03 - See notes)	1/1/2023		\$30.50	\$25.50	\$56.00
Laborers (Class 03 - See notes)	1/1/2024		\$32.75	\$25.50	\$58.25
Laborers (Class 03 - See notes)	1/1/2025		\$34.25	\$26.00	\$60.25
Laborers (Class 03 - See notes)	1/1/2026		\$35.25	\$27.00	\$62.25
Laborers (Class 04 - See notes)	1/1/2023		\$30.95	\$25.50	\$56.45
Laborers (Class 04 - See notes)	1/1/2024		\$33.20	\$25.50	\$58.70
Laborers (Class 04 - See notes)	1/1/2025		\$34.70	\$26.00	\$60.70
Laborers (Class 04 - See notes)	1/1/2026		\$35.70	\$27.00	\$62.70
Laborers (Class 05 - See notes)	1/1/2023		\$31.36	\$25.50	\$56.86
Laborers (Class 05 - See notes)	1/1/2024		\$33.61	\$25.50	\$59.11
Laborers (Class 05 - See notes)	1/1/2025		\$35.11	\$26.00	\$61.11
Laborers (Class 05 - See notes)	1/1/2026		\$36.11	\$27.00	\$63.11
Laborers (Class 06 - See notes)	1/1/2023		\$28.20	\$25.50	\$53.70
Laborers (Class 06 - See notes)	1/1/2024		\$30.45	\$25.50	\$55.95
Laborers (Class 06 - See notes)	1/1/2025		\$31.95	\$26.00	\$57.95

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

Project: 24-06187 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 06 - See notes)	1/1/2026		\$32.95	\$27.00	\$59.95
Laborers (Class 07 - See notes)	1/1/2023		\$30.85	\$25.50	\$56.35
Laborers (Class 07 - See notes)	1/1/2024		\$33.10	\$25.50	\$58.60
Laborers (Class 07 - See notes)	1/1/2025		\$34.60	\$26.00	\$60.60
Laborers (Class 07 - See notes)	1/1/2026		\$35.60	\$27.00	\$62.60
Laborers (Class 08 - See notes)	1/1/2023		\$32.35	\$25.50	\$57.85
Laborers (Class 08 - See notes)	1/1/2024		\$34.60	\$25.50	\$60.10
Laborers (Class 08 - See notes)	1/1/2025		\$36.10	\$26.00	\$62.10
Laborers (Class 08 - See notes)	1/1/2026		\$37.10	\$27.00	\$64.10
Millwright	6/1/2023		\$41.51	\$23.33	\$64.84
Millwright	6/1/2024		\$43.46	\$23.33	\$66.79
Millwright	6/1/2025		\$45.46	\$23.33	\$68.79
Millwright	6/1/2026		\$47.52	\$23.33	\$70.85
Operators (Class 01 - see notes)	1/1/2023		\$36.50	\$23.58	\$60.08
Operators (Class 01 - see notes)	1/1/2024		\$38.30	\$24.03	\$62.33
Operators (Class 01 - see notes)	1/1/2025		\$40.10	\$24.23	\$64.33
Operators (Class 02 -see notes)	1/1/2023		\$36.22	\$23.58	\$59.80
Operators (Class 02 -see notes)	1/1/2024		\$38.02	\$24.03	\$62.05
Operators (Class 02 -see notes)	1/1/2025		\$39.82	\$24.23	\$64.05
Operators (Class 03 - See notes)	1/1/2023		\$32.58	\$23.58	\$56.16
Operators (Class 03 - See notes)	1/1/2024		\$34.38	\$24.03	\$58.41
Operators (Class 03 - See notes)	1/1/2025		\$36.18	\$24.23	\$60.41
Operators (Class 04 - See notes)	1/1/2023		\$32.09	\$23.58	\$55.67
Operators (Class 04 - See notes)	1/1/2024		\$33.89	\$24.03	\$57.92
Operators (Class 04 - See notes)	1/1/2025		\$35.69	\$24.23	\$59.92
Operators (Class 05 - See notes)	1/1/2023		\$31.88	\$23.58	\$55.46
Operators (Class 05 - See notes)	1/1/2024		\$33.68	\$24.03	\$57.71
Operators (Class 05 - See notes)	1/1/2025		\$35.48	\$24.23	\$59.71
Operators Class 1-A	1/1/2023		\$39.50	\$23.58	\$63.08
Operators Class 1-A	1/1/2024		\$41.30	\$24.03	\$65.33
Operators Class 1-A	1/1/2025		\$43.10	\$24.23	\$67.33
Operators Class 1-B	1/1/2023		\$38.50	\$23.58	\$62.08
Operators Class 1-B	1/1/2024		\$40.30	\$24.03	\$64.33
Operators Class 1-B	1/1/2025		\$42.10	\$24.23	\$66.33
Painters Class 1 (see notes)	5/1/2018		\$23.92	\$14.37	\$38.29
Painters - Line Stripping	12/1/2023		\$42.10	\$27.43	\$69.53
Painters Class 2 (see notes)	5/1/2023		\$29.15	\$17.54	\$46.69
Painters Class 2 (see notes)	5/1/2024		\$29.72	\$18.08	\$47.80
Painters Class 3 (see notes)	5/1/2023		\$34.90	\$17.54	\$52.44
Painters Class 3 (see notes)	5/1/2024		\$35.47	\$18.08	\$53.55
Pile Driver Divers (Building, Heavy, Highway)	1/1/2023		\$58.70	\$21.22	\$79.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2024		\$60.95	\$21.97	\$82.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17

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

Project: 24-06187 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Piledrivers	1/1/2023		\$39.13	\$21.22	\$60.35
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$48.43	\$40.28	\$88.71
Truckdriver class 1(see notes)	1/1/2023		\$33.04	\$22.13	\$55.17
Truckdriver class 1(see notes)	1/1/2024		\$34.79	\$22.63	\$57.42
Truckdriver class 1(see notes)	1/1/2025		\$36.29	\$23.13	\$59.42
Truckdriver class 1(see notes)	1/1/2026		\$37.79	\$23.63	\$61.42
Truckdriver class 2 (see notes)	1/1/2023		\$33.50	\$22.43	\$55.93
Truckdriver class 2 (see notes)	1/1/2024		\$35.25	\$22.93	\$58.18
Truckdriver class 2 (see notes)	1/1/2025		\$36.75	\$23.43	\$60.18
Truckdriver class 2 (see notes)	1/1/2026		\$38.25	\$23.93	\$62.18
Truckdriver class 3 (see notes)	1/1/2019		\$29.45	\$19.73	\$49.18

Request for Taxpayer Identification Number and Certification

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

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

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

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

Part I Taxpayer Identification Number (TIN)

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

Social security number									
-					-				
or									
Employer identification number									
-					-				

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

What's New

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

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

Line 2

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

Line 3a

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

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

Line 3b

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

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

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

Line 4 Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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)(f).

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor 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
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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

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

For

**BOROUGH OF CHAMBERSBURG
PLEASANT STREET STORM SEWER IMPROVEMENT PROJECT**

All prospective Bidders who obtained the Bidding Documents electronically must fax this “Receipt of Confirmation” form no later than July 17, 2024 at 9:00 A.M. EST to:

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

The undersigned confirms receipt of all 92 pages of the bidding and contract documents dated July 2, 2024 for the project referenced above as posted electronically at www.chambersburgpa.gov.

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