

SPECIFICATIONS, PROPOSAL, AND CONTRACT

For

Line Painting Project on Borough Streets and State Routes

For

The Borough of Chambersburg

Issued

February 27, 2026

Bids for items covered by these Specifications must be received by the Borough Secretary, 100 South Second Street, Chambersburg, Pennsylvania 17201, before 10:00 a.m., legal time, March 17, 2026.

Borough Contact Name: Shawn Layton, Assistant Director of Public Works
Telephone: 717-251-2426
Email: slayton@chambersburgpa.gov

Proposal Submitted By:

NOTICE – SEEKING BIDS
LINE PAINTING PROJECT ON BOROUGH STREETS AND STATE ROUTES

The Borough of Chambersburg is accepting sealed bids for the Line Painting Project on Borough Streets and State Routes.

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 work under this Contract shall be performed throughout the 2026 construction season for areas scheduled by the Highway Department for Painting and Markings on various streets throughout the Borough of Chambersburg.

The Town Council intends to award a contract to the overall lowest responsive responsible bidder as determined by Town Council in the best interest of the Borough of Chambersburg. There will not be a Pre-Bid meeting to discuss this Bid and Agreement.

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. This Contract is not anticipated to be subject to the Pennsylvania Prevailing Minimum Wage Determination established by the Commonwealth of Pennsylvania, Department of Labor and Industry.

Bids shall be submitted only on the enclosed MS-944 Form included in the specifications. While Bidders may make comments to clarify their bid, Bidders cannot change, modify, delete or make additions to the wording to any of the Bidding Documents, including the Agreement. Unauthorized conditions, exceptions, limitations, or provisions attached to a bid may be cause for rejection of the bid. Alterations by erasure or interlineation must be explained or noted in the bid over the signature of the Bidder. Any questions regarding the Bidding Documents shall be submitted as Requests for Interpretation and the Bidding Documents may only be modified by Addenda issued by the Borough prior to the Bid opening date.

The Town Council of the Borough of Chambersburg reserves the right to reject any or all Bids; to waive immaterial defects, errors, omissions, irregularities or informalities in a Bid or the Bid procedure; and to accept any Bid as permitted by the Pennsylvania Borough Code and other applicable law.

Bids will be received at the above address until **10:00 A.M. on March 17, 2026**. 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 "**Line Painting Project on Borough Streets and State Routes**". If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Please mail bids to the attention of:

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

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 the contract, if awarded, will be made within sixty (60) days after the date of the opening of the Bids, or as otherwise provided by law. The Town Council

reserves the right to formally accept a Bid and award a contract by public announcement at a public meeting of the Town Council.

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

INSTRUCTIONS TO BIDDERS

1. Project Overview

The Borough of Chambersburg (the “Borough”) is seeking bids from qualified bidders for the general procurement of: **Line Painting Project on Borough Streets and State Routes** (the “Work”), as further described in the Specifications herein.

In general, the Contract involves the competitive solicitation of **Line Painting Project on Borough Streets and State Routes**. Bids shall be based on unit prices, materials included in accordance with PennDOT Publication 408, Publication 111 and Publication 35, Bulletin 15. Work associated with this contract shall be conducted between April 1, 2026 and November 29, 2026, with milestones to be established in accordance with these bid documents.

The Borough reserves the right to accept the Bid for all listed streets and, from time to time throughout the term of this Contract, the Borough will provide written Notice(s) to Proceed to the Contractor that will include a list of the work to be completed, including the location of each street area requiring Painting and Markings, with the requirement that each area requiring Painting and Markings must be completed within five (5) business days from the date when work begins. In no case will an area requiring Painting and Markings be left incomplete for more than five (5) business days. Please be advised that this project is funded through the Municipal Liquid Fuels Program.

Payments for the work associated with each written Notice to Proceed shall only be made after completion of the work associated with that particular written Notice to Proceed and in accordance with the Contract Documents.

Borough’s Right to Extend Contract: The Borough shall have the option to extend the awarded contract for up to three (3) additional one-year terms.

2. Bidding Documents and Contract Documents

The Bidding Documents include following documents:

- Notice / Advertisement
- Instructions to Bidders
- General Terms and Conditions
- Non-Discrimination / Sexual Harassment Clause
- Bidder Affidavit
- Anti-Collusion Affidavit
- MS-944 Form
- Proposal Bond
- Receipt of Confirmation of Bidding and Contract Documents
- Public Works Employment Verification Form
- Agreement
- Performance Bond
- Payment Bond
- Affidavit RE Accepting Provisions of the Workman’s Compensation Act
- Specifications
- W-9 Form
- 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 South 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 10:00 AM on March 10, 2026 to Jamia Wright at (717) 261-3240.

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

4. Contractor

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

5. Qualifications of Bidders

Upon the Borough’s request, 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 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 for the Contract.

No bid will be accepted from, nor will any contract 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 and staff for this purpose. Failure to arrange for inspection may disqualify Bidder.

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

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

7. Interpretations and Addenda

Any questions or requests for interpretation of any provision of the Bidding Documents shall be made to Shawn Layton, Assistant Director of Public Works, at 717-251-2426 or slayton@chambersburgpa.gov at least five (5) days prior to the submission deadline.

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

8. Security

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

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

The Borough anticipates that the Work to be performed by the Successful Bidder will be similar in scope and magnitude to the Work performed in previous years, approximately two thousand (2,000)

square yards, and the Borough will utilize such estimated quantities solely for bid evaluation. This estimate shall not commit the Borough to purchase any minimum quantity and shall not be construed to limit the Work to be completed under the Contract.

- 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 Proposal Bond of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished acceptable contract bonds and insurance certificate(s), whereupon the Proposal Bond will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish acceptable contract bonds and insurance certificate(s) 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 Proposal Bond will be forfeited.

The Borough will return the Proposal Bond 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. Upon execution of the Agreement and furnishing of acceptable contract bonds and insurance certificate by the Successful Bidder, the remaining Proposal Bonds 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 PennDOT 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 (2) 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. Pre-bid Meeting Information

There will not be a Pre-Bid meeting to discuss this Bid and Agreement.

11. MS-944 Form

The PennDOT MS-944 Form contains six (6) pages, including the Proposal and Contract, Attachment 1, Special Provisions to Contract (Attachment 1-A), and Proposal and Contract Instructions. The Bidder is hereby advised to review all six (6) pages of the MS-944 form prior to submitting a proposal. The Bidder is required to complete Section B: Proposal, Attachment 1, and Special Provisions to Contract and return all six (6) MS-944 pages with the submission of their Bid. The Bidder's MS-944 proposal information must be typewritten or printed. Additional information on the MS 944 Forms is located in this section under "Proposal and Contract Instructions – Form 944".

The Bid amount 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 following should be considered by Bidder when preparing the Proposal:

Tax: Pennsylvania sales tax is **not** to be included in the bid. The Borough's tax exemption certificate will be furnished to the successful bidder upon request. 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.

Shipping and Delivery: The Contractor shall deliver any Goods or other materials F.O.B. Project Site, Chambersburg, Pennsylvania 17201 (the "Point of Destination"), select the carrier, and bear all costs of packaging, transportation, insurance, special handling, and any other cost associated with shipment and delivery. The Borough reserves the right to reasonably change this location if it is in the best interest of the Borough.

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

PROJECT SITE, Chambersburg, PA 17201.

12. Submission of Bids

Bids shall be submitted no later than the time and place indicated in the Notice. All Bids must be in a sealed envelope clearly marked "Bid for Borough of Chambersburg", bearing the name of the bidder and "**Line Painting Project on Borough Streets and State Routes**". If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Please mail Bids to:

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

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

The following completed documents are to be submitted with the Bid:

- MS-944 Form
- Bidder Affidavit
- Anti-Collusion Affidavit
- Proposal Bond
- Nondiscrimination / 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 Pennsylvania's Right to Know Law, 65 P.S. § 67.101, *et seq.*, and the Borough will process any and all requests made pursuant to Pennsylvania's Right to Know Law accordingly.

13. Modification and Withdrawal of Bids

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

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

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

14. Bids to Remain Subject to Acceptance

For the initial award, Bids shall remain open for a period of 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. In addition, each Bidder, by submitting a Bid, agrees to keep their Bid price fixed through 2026 in the event the successful Bidder (the "Contractor") cannot agree on a completion date for a particular list of work and the Borough desires to award the particular list of work to the next lowest Bidder who can meet the completion date.

15. 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 immaterial irregularities or informalities not involving price, time, or changes in the Work.

The Borough may 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 words.

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

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

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.

16. Signing of Agreement

When the Borough issues a Notice of Intent to Award to the apparent Successful Bidder, it will be accompanied by two (2) unsigned counterparts of the Agreement, each with a copy of the Bid submission, the Payment and Performance Bonds, or other forms of financial security. Within fifteen (15) days thereafter, the 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, required insurance certificate(s), Affidavit RE Accepting Provisions of the Workmen's Compensation Act, Public Works Employment Verification Form, and a completed W-9 form. The Notice of Intent to Award may be withdrawn, at the discretion of the Borough, if the apparent Successful Bidder does not execute, and deliver to the Borough the Agreement, together with the required Performance and Payment Bonds, insurance certificate(s), Affidavit RE Accepting Provisions of the Workmen's Compensation Act, Public Works Employment Verification Form, and a completed W-9 form, within fifteen (15) days from the date of the Notice of Intent to Award. Such Bidder shall be considered in Default, and the full amount of its Proposal Bond shall be forfeited.

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

GENERAL TERMS AND CONDITIONS

1. Labor and Equipment

Contractor agrees to furnish all tools, material, and equipment, and to pay all 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

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 Agreement. 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 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 5.2 of the Agreement. Neither final payment nor acceptance of the work shall relieve Contractor of responsibility for failure to comply with these 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 prior 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 performance of the Work, or delivery of such commodities, is the sole responsibility of Contractor and all costs and/or expenses for such should be included in bid proposal. Failure to obtain and maintain such permits shall constitute a breach of the Contract.

5. Assignment

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

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

6. Invoices and Payment

All payments will be processed through the Borough’s standard accounts payable system. Upon the completion and inspection of the Borough of all work set forth in each written Notice to Proceed, Contractor shall submit invoices marked NET 30 DAYS. The invoice must include, at a minimum, the location where the work was performed, the quantity and type of materials plus unit price and total price.

If the Borough objects to any portion of an Invoice, the Borough shall so notify the Contractor in writing within thirty (30) 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/appointed officials and employees, are to be named as an additional insured on the Contractor’s Certificate of Insurance. PennDOT is also to be named an additional insured in the manner as described in this Section 8. No insurance policy shown on the Certificate of Insurance shall be cancelled or materially changed without, at minimum, thirty (30) days prior notice given to the Borough by the Contractor. Contractor agrees to furnish an original copy prior to signing and maintain during the term of this Agreement, or until delivery of the goods, commodities, equipment, and/or deliverables is complete and until the Work is completed and approved by the Borough, at Successor Bidder’s sole cost and expense, the following minimum types of insurance as specified herein.

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

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

WORKMEN’S COMPENSATION

Statutory limit as required by the Commonwealth of Pennsylvania.

BUSINESS AUTOMOBILE

Covering Any Automobile (Symbol I)

Bodily Injury Liability and

Property Damage Liability

\$1,000,000 (CSL)

COMMERCIAL GENERAL LIABILITY

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/appointed officials and employees, shall be named an additional insured on the Contractor's Commercial General Liability 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.

In addition, the following shall be added to the Contractor's Commercial General Liability ("CGL") policy:

It is hereby agreed and understood that the Commonwealth of Pennsylvania, Department of Transportation, is added to this policy as an additional insured for public liability insurance (including personal injury liability) for at least \$250,000.00 per individual and at least \$1,000,000.00 per occurrence. The Commonwealth of Pennsylvania, Department of Transportation, is added to this policy as an additional insured specifically for all claims, suits and damages arising out of the construction of the improvements that are the subject of Application No. _____, submitted to the Department for issuance of a Highway Occupancy Permit.

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 and due as a result of this Contract 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

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

- a. 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.
- b. 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.
- c. Contractor is subject to the provisions of the Pennsylvania Human Relations Act No. 222 of 1955, as amended.
- d. 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.
- e. 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.
- f. Contractor shall comply with the Antibid-Rigging Act, 62 Pa.C.S.A §4501, *et seq.*
- g. 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.
- h. 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. Termination and Suspension

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

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

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

In the event that the Borough terminates the Agreement as provided for herein, Contractor agrees that Contractor shall not be entitled to, and shall not be paid, an amount for 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 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.

12. 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.

13. Notice of Defect

The Borough shall give the Contractor prompt notice of defects that become apparent. In the case of subpar Goods, Contractor must immediately replace deliverables. 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 the Contractor, and the expense of such repairs shall be borne by the Contractor.

14. Quantities Awarded

For requirements contracts only, the items and quantities of such items if set forth in the Bidding Documents are only estimates. The Borough in its sole discretion may make an award for some or all of the items bid and in such quantities as the Borough shall deem appropriate.

15. Delivery and Prices

All items must be delivered at the price(s) bid, FOB Point of Destination, unless otherwise approved by the Borough.

16. 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.

NONDISCRIMINATION / SEXUAL HARASSMENT CLAUSE

During the term of the Contract, the Contractor (known herein as “Covered Entity”), sub-grantee, contractors, sub-contractors, suppliers, vendors, and professional service providers, agree(s) as follows:

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

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

Name of Bidder, Corporation, Firm or Individual

By: _____

Authorized Representative

Please Print Signature

Title

Business Address of Bidder

Phone #

BIDDER AFFIDAVIT

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

The undersigned Bidder hereby represents as follows:

- A. That he/she 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 #

ANTI-COLLUSION AFFIDAVIT



County _____

Municipality _____

Project Number _____

Fed. Project No. _____
(If Applicable)

State of _____

County of _____

The undersigned deponent deposes and says that he is the _____
of the _____ Company; that he is authorized to make this
affidavit on behalf of said company in compliance with section 102.06 (e) of Department Specifications,
Publication 408, as amended and that the said company has not, either directly or indirectly, entered
into any agreement, participated in any collusion, or otherwise taken any action in restraint of free
competitive bidding in connection with such contract.

(Contractor)

BY

Sworn to and subscribed before me the undersigned notary public this

_____ day of _____, _____.

Notary Public

My Commission expires _____



PROPOSAL AND CONTRACT (WHEN EXECUTED) INSTRUCTIONS ON PAGE 4

THIS PROPOSAL INCLUDES INSTRUCTIONS TO BIDDERS

A. DEPOSIT OF PROPOSALS.

All envelopes containing Bid proposals shall be clearly marked "Bid Proposal for letting of March 17, 2026 DATE

Borough of Chambersburg MUNICIPALITY (NAME & TYPE)

Jamia Wright SECRETARY

Sealed Proposals will be received on or before 10:00 a.m. on the above Letting Date. TIME

100 South Second Street Chambersburg PA 17201 ADDRESS

Bids will be opened and read at approximately 10:00 a.m. , on the above Letting Date. TIME

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

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

B. PROPOSAL OF:

Three horizontal lines for contractor name and address.

NAME / ADDRESS OF CONTRACTOR

CONTRACTORS CERTIFICATION

It is hereby certified as follows:

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

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

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

CONTRACTOR

BY: _____ DATE: _____
TITLE:

WITNESSED OR ATTESTED BY: _____ DATE: _____
TITLE:

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

ACCEPTED ON : _____
DATE

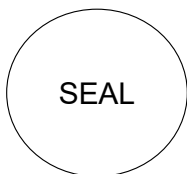
Borough of Chambersburg
MUNICIPALITY

BY: _____
TITLE: President of Town Council

BY: _____
TITLE: Secretary of Town Council

BY: _____
TITLE:

ATTESTED BY: _____
TITLE:



PROPOSAL AND CONTRACT INSTRUCTIONS- FORM 944 (Rev. 1/2014)

- 1 The proposal must be typewritten or printed.
- 2 If more than one proposal on any project is submitted by an individual, firm or partnership, corporation or association under the same or different names, only one lowest proposal will be considered.
- 3 Description of Work- - -
 - A. If additional space is needed, insert appropriately numbered attachment and note "Continued on attached work sheets."
- 4 Part A of Page 1 to be completed by municipality. Part B of Page 1 to be completed by contractor. Schedule of Prices - Column #1 (Item), #2 (Approximate quantities), #3 (Unit, i.e., ton, square yard, linear feet, etc.) And #4 (Description, i.e., bituminous materials - 9.5 mm S & L, 12.5 mm Wearing, 25.0 mm Base Course, etc.) Must be filled in by the municipality to insure equitable bidding. Columns #5 (Unit Price), #6 (Total) and total amount of bid, must be filled in by the contractor. If more space is needed, add note at the bottom of the page; "Continued on Attachment No. 1-A", and add additional sheet designated as Attachment No. 1-A, 1-B, etc.. Repeat for each additional sheet required. As required by Publication 408, Section 102.06(e), each bidder must submit a completed Form 7126 - Anti-Collusion Affidavit with its bid proposal.
- 5 If liquidated damages are to be assessed, add the following sentence to Part A #2. If all work is not completed on time, liquidated damages will be assessed at the rate of \$1000.00 per additional working day. (OR ". . . as set forth in the attached schedule.")
- 6 Payment and Performance bonds are provided only by the successful bidder. Contracts from \$4,000.00 up to \$5,000.00 in Second Class Townships - performance bond must be not less than 10% or greater than 100% of amount of contract. Contracts greater than \$1,500.00 up to \$10,000.00 in First Class Townships, Boroughs and Third Class Cities - bonds must be between 50 % to 100% of the contract amount. Contracts in excess of \$5,000.00 in Second Class Townships and in excess of \$10,000.00 in First Class Townships, Boroughs and Third Class Cities - bonds must be in 100% of the amount of the contract. Bond Forms MS-944 Attachments 2 and 3 and Workmen's Compensation Affidavit - Attachment 4 must be submitted by the successful bidder within 15 days of the contract award. Failure to submit any of the required contract documents may constitute grounds to annul the Notice of Intent to Award.
- 7 *Construction projects, where the estimated cost of the total project exceeds \$100,000, are subject to the provisions of the Pennsylvania Prevailing Wage Act 442 and amended by Act 89 of 2013. It is the responsibility of the municipality to request the Prevailing Wage Scale for the area and include it in the proposal. If the Prevailing Wage Act applies, this fact shall be noted in the advertisement.

On projects utilizing Federal Revenue Sharing Funds, if the project cost exceeds \$2,000 and is financed with 25% or more Federal Revenue Sharing Funds, the Davis Bacon Act applies. Again, it is the responsibility of the municipality to obtain the Davis Bacon Wage Rates, include them in the proposal and note the fact in the advertisement. If both acts are applicable, The Davis Bacon Act has preference over the Pennsylvania Prevailing Wage Act.
- 8 An ESCALATOR CLAUSE is optional; if used, it must be included in the proposal prepared by the municipality. An escalator clause may not be inserted by the contractor.

*(1961, Aug. 15, P.L. 987; 43 P.S. 165)

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

**LINE PAINTING PROJECT ON BOROUGH
STREETS AND STATE ROUTES**

Bid Date:

Project Identification:

General Construction

Contract Number and Identification:

BOND

Date:

Amount:

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

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt of Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of 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 _____ 202__ (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 the Specifications and Contract Documents for **Line Painting Project on Borough Streets and State Routes** (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, do hereby agree as follows:

1. Recitals

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

2. Contract Documents

The Contract Documents include the following documents issued under the title “**Specifications and Contract Documents for Line Painting Project on Borough Streets and State Routes**”: Notice / Advertisement, Instruction to Bidders, General Terms and Conditions, Non-Discrimination / Sexual Harassment Clause, Bidder Affidavit, Anti-Collusion Affidavit, Proposal Bond, Receipt of Confirmation of Bidding and Contract Documents, any and all Addenda (if applicable), Receipt of Addenda (if applicable), the Contractor’s completed MS-944 Form (the “Proposal”), Agreement, Performance Bond, Payment Bond, Affidavit RE Accepting Provisions of the Workmen’s Compensation Act, Public Works Employment Verification Act, completed W-9 Form, Specifications, 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

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

Item 1: Line Painting Project on Borough Streets and State Routes

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) per gallon stipulated in the Proposal hereto attached and in the manner as specified in the Contract Documents and this Agreement.

5.2 Final Payment for work performed according to the particular list of work for each written Notice to Proceed shall be pursuant to Paragraph 6 below.

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

5.2.2 Application for Final Payment.

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

5.2.2.2 The final Application for Payment shall be accompanied by:

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

5.2.2.3 In lieu of the releases or waivers of Liens specified in Paragraph 5.2.2.2(e) and as approved by the Borough, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material, and equipment bills, and other indebtedness connected with the Work for which the Borough might in any way be responsible, or which might in any way result in liens or other burdens on the Borough's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to the Borough to indemnify the Borough against any Lien.

5.2.3 Final Payment and Acceptance.

Upon final completion and acceptance of the Work in accordance with Paragraph 5.2.1, the Borough shall pay the Contract Price for the work performed pursuant to Paragraph 6 below less the amount of liquidated and/or other damages and the amount of any unresolved claims which have been filed against the Borough in connection with the Work within thirty (30) days of final completion and acceptance of the Work as provided for herein.

5.3 Interest.

The final payment, if not paid when due in accordance with Paragraph 5.2.3, 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.

5.4 Damage, Injury or Loss caused by Contractor

Contractor shall take any and all necessary precautions to prevent damage, injury or loss to real property and personal property at the worksite and the lands adjacent thereto that may result from the performance of the Work by Contractor. Contractor is solely responsible for any and all damage, injury or loss to the real property or personal property at the worksite and lands adjacent thereto caused by the Contractor, including but not limited to killing grass or other vegetation on real property and damage to vehicles. Any and all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor in its sole cost and expense. In the event that Contractor does not remedy the damage or otherwise make the Borough and/or other property owner whole, the Borough, in its sole and absolute discretion, may remedy the damage, injury or loss, or otherwise compensate a private property owner for the amount of damage, injury or loss, and deduct the amount(s) incurred from the Contractor's final payment.

6. Contract Times

- 6.1. Contract Times/Date of Completion. Throughout the term of this Agreement, the Borough shall set the work to be completed and the time for completion. The Borough will provide written Notice(s) to Proceed to Contractor, which said Notice to Proceed shall include the following:
 - a. Date of Issuance;
 - b. A list of the work to be completed including the location of each street area requiring Line Painting; and

- c. Date of Completion. Each area requiring Line Painting must be completed within five (5) business days from the date when work begins, and in no case will an area requiring Line Painting be left incomplete for more than five (5) business days.
- 6.2 Inspection of Work. Contractor, upon completion of the list of work as included in the Notice to Proceed, shall schedule an inspection of each individual street location listed in the Notice to Proceed prior to the Date of Completion. In the event that any location fails inspection, Contractor agrees to take any and all necessary and/or requested actions of the Borough to ensure that each location passes inspection within five (5) business days from the date of the initial inspection of the location.
- 6.3 Time is of the Essence. The time for completion of all work contemplated in this Section, including but not limited to the work to be completed in each written Notice issued by the Borough is deemed to be of the essence and a material part of this Agreement.
- 6.4 Payment. The payment for work associated with each written Notice issued by the Borough will be made in accordance with the provisions of Section 5 of this Agreement.
- 6.5 Liquidated Damages. As set forth above in Section 6.3 above, the Borough and Contractor recognize that time is deemed of the essence and that the Borough will suffer financial loss if the Work to be Completed in each written Notice to Proceed is not completed by the Date of Completion as set forth in each written Notice to Proceed. The parties recognize the delays, expense, and difficulties involved in proving the actual loss suffered by the Borough if the Work in each written Notice to Proceed is not completed, which shall be defined as inspected and approved by the Borough according to the terms of this Agreement, by the Date of Completion as set forth each written Notice. Therefore, instead of requiring any such proof, the Borough and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the Borough One Thousand Dollars (\$1,000.00) for each calendar day that all the Work to be Completed in accordance with each respective written Notice to Proceed is not completed by the Date of Completion.
- 6.6 Additional Damages. In addition to the liquidated damages specified above in Section 6.5, Contractor also agrees to be fully responsible for, and to reimburse the Borough for, all administrative, legal, engineering, construction, inspection costs, and/or any other costs associated with Contractor's failure to meet any of the Date of Completion as set forth in any and all of the written Notice to Proceed of the Borough as set forth herein.
- 6.7 Alternate Damages. The Borough, at its sole option, may waive liquidated damages as provided in Section 6.5 above and elect to recover from Contractor the Borough's actual damages for such delay. Actual damages may include, without limitation, any fines and/or penalties imposed on the Borough by any regulatory body plus all actual damages suffered by the Borough as a result of such delay including but not limited to loss of revenue, engineering fees, consultant fees, construction fees, inspection fees, and legal fees incurred by the Borough as a result of such delay.

7. Termination/Suspension

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

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

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

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

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

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

8. Contractor's Representations

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

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

8.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.

8.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the Work.

8.4 Contractor is aware of the general nature of work to be performed by the Borough and others at the site that relates to the Work as indicated in the Contract Documents.

8.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

8.6 Contractor has given the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, prior to executing this Agreement, and the written resolution thereof by the Borough is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.7 Contractor acknowledges the Borough may apply for funding assistance for the Work and if such funding is awarded, Contractor and/or subcontractors may be required to submit additional information or documentation, and contractor and/or subcontractors may be required to adhere to additional criteria necessary to satisfy additional funding requirements.

8.8 Contractor is authorized to do business in Pennsylvania and that the person signing on behalf of the Contractor is authorized to bind Contractor to the terms and conditions set forth herein, and shall submit with this Agreement a copy of a corporate resolution indicating the same.

9. Subsurface and Physical Conditions and Underground Facilities

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

10. Existing Utilities

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

11. Correction of Defective Work

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

11.2 If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, the Borough may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of the Borough to stop the Work shall not give rise to any duty on the part of the Borough to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

11.3 Correction Period

11.3.1 If within 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 5.2 for each Written Notice to Proceed, or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by the Borough is found to be defective, Contractor shall promptly, without cost to the Borough and in accordance with the Borough' written instructions:

11.3.1.1 repair such defective land or areas; or

11.3.1.2 correct such defective Work; or

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

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

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

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

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

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

11.4 Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, the Borough prefers to accept it, the Borough may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and

other professionals and all court or arbitration or other dispute resolution costs) attributable to the Borough's evaluation of and determination to accept such defective Work and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to the recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the Borough shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.

11.5 The Borough May Correct Defective Work

If Contractor fails within a reasonable time after written notice from the Borough to correct defective Work, or to remove and replace rejected Work, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, the Borough may, after seven (7) 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 Site, 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 Site, and incorporate in the Work all materials and equipment stored at the Site or for which the Borough has paid Contractor but which are stored elsewhere. Contractor shall allow the Borough, the Borough' representatives, agents and employees, the Borough's other contractors, access to the Site to enable the Borough to exercise the rights and remedies under this Paragraph.

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 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the Borough shall be entitled to an appropriate decrease in the Contract Price. Such claims, costs, losses, and damages will include, but not be limited to, all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

12. Force Majeure

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

13. Non-Discrimination

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

14. Assignment

No assignment by a party hereto of any rights under or interests in this Agreement or 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 this Agreement or the Contract Documents.

15. 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.

16. 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.

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. The Court of Common Pleas in and for Franklin County, Pennsylvania shall have exclusive jurisdiction and venue for any legal and/or equitable action arising out of or relating to, directly or indirectly, this Agreement.

18. Entire Agreement

This Agreement, with the other Contract Documents, 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 successors and assigns, to all covenants, agreements, and obligations contained in the Contract Documents.

20. Severability

If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain

in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

21. Interpretation

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

22. Independent Contractors

Any services for the 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 services for 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 Services. 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 services for the Work as required pursuant to this Agreement.

23. 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.

24. Change Orders

24.1 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 Paragraph 5, must be carried out upon written Change Order signed and dated by both the Borough and the Contractor unless otherwise provided for within this Paragraph 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.

24.2 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.

24.3 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.

24.4 The Borough Manager, or duly authorized 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 Contract 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.

24.5 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 24.9 below.

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

24.7 Borough Initiated Change Order. Without invalidating the Agreement, 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.

24.8 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.

24.9 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.

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

25. Effective Date

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

(SIGNATURES APPEAR ON 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

BOROUGH OF CHAMBERSBURG

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

Attest:

**Jamia L. Wright
Borough Secretary**

**William T. Everly
President of Town Council**

Date

END OF AGREEMENT

**PERFORMANCE BOND
(With Corporate Surety)**



KNOW ALL MEN BY THESE PRESENTS, That we,

[Empty rectangular box for contractor name and address]

(NAME AND ADDRESS OF CONTRACTOR)

as Principal and _____
(SURETY COMPANY)

a corporation incorporated under the laws of the State of _____ as Surety
(NAME OF STATE)

are held and firmly bound unto _____ in the full and just sum of
(NAME OF MUNICIPALITY)

_____ (\$ _____) dollars
lawful money to the United States of America, to be paid to the above Municipality or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above Municipality, bearing even date herewith, for the undertaking of certain obligations as therein set forth.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden Principal, as Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said Contract, including the Specifications and conditions referred to and made a part thereof, and such alterations as may be made in said Specifications as therein provided, and shall well and truly, and in a manner satisfactory to the municipality fulfill all obligations as therein set forth, then this Obligation shall be void, but otherwise the same shall be and remain in full force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the contractor or its specifications with the express approval of the Municipality or the Principal to the other, shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the surety of any such alteration or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this Bond under Seal, pursuant to due and legal action authorizing the same to be done on _____
(DATE OF BOND)



Attest / Witness:

CONTRACTOR

BY

TITLE:

TITLE:



Attest / Witness:

SURETY COMPANY

TITLE:

TITLE:



KNOW ALL MEN BY THESE PRESENTS, that we

[Redacted box]

as PRINCIPAL and _____ a corporation incorporated under the laws of the State of _____ as SURETY, are held and firmly bond unto the _____, in the full and just sum of _____ (\$ _____) dollars, lawful money of the United States of America, to be paid to the said _____ or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above municipality hereinafter called Obligee, bearing even date herewith, for the improvement of a certain section of highway or bridge in said Municipality consisting of:

_____ for approximately the sum of: _____ (\$ _____) dollars.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden PRINCIPAL shall and will promptly pay or cause to be paid in full all sums of money which may be due by contract or otherwise, to any individual, firm, partnership, association or corporation, for all material furnished or labor supplied or performed in the prosecution of the work, whether or not the said for material or labor entered into and became component parts of the work and for rental of the equipment used and services rendered by public utilities in, or in connection with the prosecution of such work, then this obligation to be void, otherwise to remain in full force and effect.

The PRINCIPAL and SURETY, hereby, jointly and severally, agree with the Obligee herein that any individual firm, partnership, association or corporation, which has performed labor or furnished material in the prosecution of the work as provided, and any public utility which has not been paid in full therefor, may sue in assumpsit on this Payment Bond in his, their, or its own name and may prosecute the same to final for such sum or sums as may be justly due him, them or it, and have execution thereon. Provided, however, that the Obligee shall not be liable for the payment of any costs of expenses of such suit.

RECOVERY by any individual, firm, partnership, association or corporation hereunder shall be subject to the provisions of the "Public Works Contractors' Bond Law of 1967", Act No. 385, approved December 20, 1967, P.L. 869, which Act shall be incorporated herein and made a part hereof, as fully and completely as though its provisions were fully and at length herein recited.

It is further provided that any alterations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Obligee of any extension of time for the performance of the contract or any other forbearance on the part of either the Obligee or the Principal to the other, shall not in any way release the PRINCIPAL and the SURETY or SURETIES of any such alteration, extension of forbearance being hereby waived.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly executed this Bond under seal this _____ day of _____, 20 ____.



WITNESS:

CONTRACTOR

TITLE:

BY:

TITLE:



WITNESS:

SURETY COMPANY

TITLE:

TITLE:



AFFIDAVIT RE

ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

State of _____)
)
) ss:
)
County of _____)

being duly sworn according to law deposes and says that they have
he has
it has

accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with
has his
its supplements and amendments, and have insured their liability thereunder in accordance with the terms of said
its

Act with _____
(SURETY COMPANY)

(TYPE OR PRINT) CONTRACTOR

BY _____
SIGNATURE

Sworn to and subscribed before me this ____ day of _____ A.D. 20 ____ .

SIGNATURE

My Commission Expires _____ (DATE)

SECTION 960—HOT THERMOPLASTIC PAVEMENT MARKINGS

960.1 DESCRIPTION—This work is the furnishing and installation of hot thermoplastic pavement markings, of the indicated type and color with a surface application of glass beads.

960.2 MATERIAL—

(a) **General.** Provide materials from a source listed in Bulletin 15. Certify materials as specified in Section 106.03(b)3.

(b) **Thermoplastic.** AASHTO M 249. Provide a material listed in Bulletin 15.

(c) **Glass Beads.** Section 1103.14, Type A

1. **Intermix.** Provide sufficient uncoated glass beads to comprise 40% of the marking material by weight.

2. **Surface-applied.** Moisture resistant coated with a maximum of 5% passing the No. 80 sieve and a minimum of 70% rounds per sieve and a minimum of 80% rounds overall.

960.3 CONSTRUCTION—

(a) **General.** For proper adhesion, perform surface preparation of the road surface and provide the pretreatment according to Bulletin 15 or recommended by the manufacturer. Clean the roadway surface where the hot thermoplastic pavement markings will be applied. Remove all surface treatment, laitance, curing compound, or any contaminants that would hinder adhesion. Clear any loose dirt and other debris from the application area. Surface preparation is incidental to the application of hot thermoplastic pavement markings, except for the removal of pavement markings which is performed and paid for under Section 963. Identify the location of the final pavement markings by applying spots on the pavement at 40-foot intervals. The Inspector-in-Charge will approve the locations. Apply on dry pavement when the air and roadway temperatures are between 50F and 90F and when the wind speed is less than 20 miles per hour.

(b) **Application.** Uniformly apply the markings at a minimum thickness of 90 mils \pm 3 mils. A tolerance of \pm 1/4 inch from the specified width will be allowed provided the variation is gradual and does not detract from the general appearance. For skip line patterns maintain a tolerance of \pm 6 inches for each 40-foot cycle and \pm 3 inches for each 10-foot skip line.

(c) **Glass Beads.** Apply glass beads immediately after application of the markings at a minimum rate of 10 pounds per 100 square feet of markings. Uniformly distribute glass beads on the surface. Provide markings with an average minimum initial retroreflectivity of 300 mcd/m²/lux for white and 250 mcd/m²/lux for yellow. Under the direction and supervision of the Representative, measure retroreflectivity with a 30-meter geometry retroreflectometer, conforming to ASTM E 1710 within 21 days after installation in accordance with PTM No. 431.

(d) **Defective Markings.** Remove any markings placed incorrectly and replace them. Repair those markings, which after application and drying, are determined to be defective by the Inspector-in-Charge. Complete this work at no additional cost to the Department. Major problem areas and method of repair include the following:

- Insufficient thickness or line width, uneven cross-section—Prepare defective material by grinding or blast cleaning to remove a substantial amount of beads and the marking surface is roughened. Remove loose particles and debris with compressed air. Restripe the cleaned surface as specified in Sections 960.3(b) and (c).
- Inadequate retroreflectivity, glass bead coverage or retention—Remove defective markings and clean pavement surface, including 1 foot beyond each end of the affected area. Remove loose particles and

debris with compressed air. Restripe the marking on the cleaned surface as specified in Sections 960.3(b) and (c).

(e) **Guarantee.** Where directed, remove and replace material that has not remained within close conformity to location or has not remained effective in performing useful service in accordance with Section 107.16(b) for a period of 180 days from the date of acceptance. The minimum acceptable service is as follows:

- **Longitudinal Markings.** 90% of material remains in each 1,000-foot section of marking where the intersection unit is defined as material on an approach leg within 160 feet of the intersection.
- **Transverse Markings, Legends, and Symbols.** 90% of material remains for each individual legend, symbol, crosswalk, or stop line.

960.4 MEASUREMENT AND PAYMENT—

(a) **Line.** Linear Foot

(b) **Legend.** Each

SECTION 961—COLD PLASTIC PAVEMENT MARKINGS OR LEGENDS

961.1 DESCRIPTION—This work is the furnishing and installation of plastic pavement markings or legends, of the type indicated.

961.2 MATERIAL—ASTM D 4505. When required, provide compatible “adhesive activator” or “primer sealer,” as listed in Bulletin 15 or as recommended by the manufacturer.

961.3 CONSTRUCTION—

(a) General. For proper adhesion, perform surface preparation of the road surface and provide the pretreatment according to Bulletin 15 or recommended by the manufacturer. Clean the roadway surface where the cold plastic pavement markings or legends will be applied. Remove all surface treatment, laitance, curing compound, or any contaminants that would hinder adhesion. Clear any loose dirt and other debris from the application area. Use a cleaning method that, as a last operation, provides a dust-free surface over the application area. Surface preparation is incidental to the application of cold plastic pavement markings or legends, except for the removal of pavement markings which is performed and paid for under Section 963. Identify the location of the final pavement markings. The Inspector-in-Charge will approve the locations. Apply on dry pavement when the roadway temperature is greater than or equal to 60F, unless otherwise directed.

Apply according to the manufacturer's instructions.

Provide applicator units, manual or automatic, that are capable of applying two parallel lines simultaneously with a 6-inch space between the lines.

(b) Retroreflectivity. Provide markings with an average minimum initial retroreflectivity of 250 mcd/m²/lux for white and 200 mcd/m²/lux for yellow. Under the direction and supervision of the Representative, measure with a 30-meter geometry retroreflectometer conforming to ASTM E 1710 within 21 days after installation in accordance with PTM No. 431.

(c) Inlaid. Applied as part of an asphalt resurfacing project. Place the material, with a thickness of 60 mils ± 2 mils to 90 mils ± 3 mils, on the pavement before final compaction and within the temperature range specified by the manufacturer. Roll the material into the new surface to achieve a flush finished surface.

(d) Surface Applied. Apply the material with a thickness of 60 mils ± 2 mils, onto the existing, cleaned surface of concrete or asphalt roadways.

(e) Guarantee. Where directed, remove or replace material as specified in Section 107.16(b) has not remained within close conformity to location or has not remained effective in performing useful service for a period of 180 days from the date of acceptance. The minimum acceptable service is as follows:

- **Longitudinal Markings.** 90% of material remains in each 1,000-foot section of marking where the intersection unit is defined as material on an approach leg within 160 feet of the intersection.
- **Transverse Markings, Legends, and Symbols.** 90% of material remaining for each individual legend, symbol, crosswalk, or stop line.

961.4 MEASUREMENT AND PAYMENT—

(a) Line. Linear Foot

(b) Plastic Legend. Each

SECTION 962—WATERBORNE PAVEMENT MARKINGS

962.1 DESCRIPTION—This work is the furnishing and application of waterborne pavement markings, of the type and color indicated.

962.2 MATERIAL—

(a) **General.** Provide materials from a source listed in Bulletin 15. Certify materials as specified in Section 106.03(b)3.

(b) **Paint.** Provide waterborne traffic paints listed in Bulletin 15.

(c) **Glass Beads.** Section 1103.14, furnish Type A glass beads unless otherwise specified.

962.3 CONSTRUCTION—

(a) **General.** At least 5 days before beginning work, provide the Inspector-in-Charge with a schedule of operations. In addition, provide the Inspector-in-Charge with the manufacturer's instruction for the installation of the materials, application temperatures, proper mixing techniques, and any other data to ensure the material is being properly installed.

(b) Equipment.

1. **Line Application.** Use a machine that is:

- Capable of simultaneously applying two parallel lines of the width indicated in solid or broken patterns or various combinations thereof;
- Capable of automatically dispensing glass beads onto the painted surface, at the required application rate, by the pressurized gun method; and
- Equipped with a measuring device, which automatically and continuously measures the length of each line placed, to the nearest foot.

2. **Legend Application.** Include crosswalks, symbols, legends, stop lines, and other miscellaneous items. Do not apply with hand brushes or rollers. Glass beads may be hand-applied.

(c) Application Rates.

1. **Paint.** Dispense at a wet-film thickness of 15 mils \pm 1 mil for all markings, except edge line markings are 12 mils \pm 1 mil.

2. **Glass Beads.** Apply at a rate of 7 pounds per gallon of paint.

3. **Calibration.** Use a machine calibrated as follows:

- **Line Measuring Device .** Calibrate automatic line length gauges to maintain a tolerance of \pm 25 feet per mile.
- **Cycle Length/Line Timer .** Calibrate cycle length in a tolerance of 6 inches per 40 feet; calibrate line length to maintain a tolerance of 3 inches per 10 feet.
- **Bead Guns .** Calibrate to dispense glass beads at the specified rate. Check by dispensing glass

beads into a gallon container for a predetermined fixed period of time. Verify the weight of glass beads.

- **Paint Guns .** Calibrate to simultaneously apply the paint at the uniform rates specified with an allowable tolerance of 1 mil and with an allowable width tolerance of 1/4 inch.

(d) Surface Preparation. Clean the roadway surface where the waterborne pavement markings will be applied. Remove all surface treatment, laitance, curing compound, or any contaminants that would hinder adhesion. Clear any loose dirt and other debris from the area to be painted with compressed air. Surface preparation is incidental to the application of waterborne pavement markings, except for the removal of pavement markings which is performed and paid for under Section 963. Identify the location of the final pavement markings by applying spots on the pavement at 40-foot intervals. The Inspector-in-Charge will approve the locations.

(e) Temperature Restriction. Apply on a dry pavement with minimum ambient and pavement temperatures of 50F and a maximum relative humidity of 80%. Confirm the proper atmospheric and pavement surface conditions with the Inspector-in-Charge.

(f) Protection of Painted Surfaces. Provide protection to allow adequate time for the markings to dry and be track-free from vehicular traffic. Follow the manufacturer's recommendations or use a minimum of 30 minutes. Use barrier cones to protect markings that do not dry in less than 2 minutes on a roadway where traffic is maintained. Repaint marked or damaged areas, as directed.

(g) Centerline Application. Locate and place as indicated and as follows:

Avoid placing markings on longitudinal pavement joints and seams. Where existing centerlines are visible and properly located, apply directly over the existing pattern.

Where centerlines do not exist or existing centerlines are improperly located, apply at the correct location, as determined by the Inspector-in-Charge. Remove the improperly located existing markings, as specified in Section 963.3.

Divide the roadway on two-lane roadways. However, if a portion of the roadway on either or both sides is to be used for parking, then divide the traveled way.

(h) Edgeline Application. Do not place markings on joints or seams between the traveled way and shoulder.

(i) Retroreflectivity. Provide markings with an average minimum initial retroreflectivity of 250 mcd/m²/lux for white and 165 mcd/m²/lux for yellow. Under the direction and supervision of the Representative, measure with a 30-meter geometry retroreflectometer conforming to ASTM E 1710 within 21 days after installation in accordance with PTM No. 431.

(j) Defective Work. Remove and replace any markings placed incorrectly. Repair those markings, which after application and drying, the Inspector-in-Charge determines to be defective. Complete this work at no additional cost to the Department. Major types of defective work and method of repair include the following:

- **Inadequate retroreflectivity, glass bead coverage or retention .** Restripe over defective marking.
- **Insufficient thickness or line width, uneven cross-section, poor adhesion, or delaminating.** Remove defective markings as specified in Section 963.3 and clean pavement surface, including 1 foot beyond each end of the affected area. Remove loose particles and debris with compressed air. Restripe the marking on the cleaned surface as specified in this specification.

(k) Guarantee. Guarantee pavement marking material against failure due to premature wear or poor adhesion resulting from defective materials or method of application in accordance with Section 107.16(b) for a period of 90 days from the date of acceptance.

962.4 MEASUREMENT AND PAYMENT—

(a) Line. Linear Foot

(b) **Legend.** Each

(c) **Pavement Marking Removal.** Section 963.4

SECTION 963—PAVEMENT MARKING REMOVAL

963.1 DESCRIPTION—This work is the removal of pavement markings and legends.

963.3 CONSTRUCTION—Remove existing pavement markings, as indicated, immediately before any change in traffic patterns or before the application of final markings. Remove markings that conflict with revised traffic patterns and may confuse motorists. Do not paint over existing lines with black paint.

Remove markings for restriping to the extent that 90% of the material is removed without materially damaging or grooving the pavement surface more than 1/32 inch. For all other marking removal, eliminate the markings to the extent that the marking is not visible to motorists when viewed from a distance of 50 feet. Grinding is acceptable only for the removal of thermoplastic, cold plastic, or epoxy marking materials. Obtain approval from the Representative for the proposed removal method before beginning work.

Vacuum or collect residue, including sand, dust, and marking material, concurrently with the removal operation unless alternate procedure is submitted and accepted. Clean the area to completely remove loose debris. Perform this work only in the area where the markings are to be applied. Do not allow sand, dust, or other residual material, which may interfere with drainage or constitute a traffic hazard, to accumulate. Dispose of all residue in an acceptable manner.

Repair any pavement or surface damage caused during the removal process.

Prevent damage to transverse and longitudinal joint sealers, and repair any damage as specified in Section 513.

963.4 MEASUREMENT AND PAYMENT—

(a) Lines.

1. Linear Foot
2. Square Foot

(b) Legends.

1. Each
2. Square Foot

SECTION 964—EPOXY PAVEMENT MARKINGS

964.1 DESCRIPTION—This work is the furnishing and installation of reflectorized, two-component epoxy resin pavement markings of the color indicated, with glass beads, at the locations indicated.

964.2 MATERIAL—

(a) **General.** Provide materials approved by the Department, from a source listed in Bulletin 15. Certify materials as specified in Section 106.03(b)3.

(b) **Epoxy Resin.** Provide only those epoxy materials listed in Bulletin 15. Do not use polluting solvents or fillers.

1. **Color.** Furnish white and yellow pavement markings that satisfy the following chromaticity coordinates:

	1		2		3		4	
	x	y	x	y	x	y	x	y
White	0.330	0.370	0.355	0.345	0.310	0.300	0.285	0.325
Yellow	0.515	0.465	0.505	0.430	0.440	0.415	0.420	0.443

Furnish black epoxy that satisfies color chip 37038 of Federal Standard 595B and is equal to the quality of the white epoxy being used.

2. **No Track Time.** Dry to a no-track condition in 10 minutes or less when tested according to ASTM D 711 at a temperature of 75F ± 2F at a thickness of 20 mils ±1 mil with glass beads applied at a rate of 20 pounds per gallon of epoxy.

(c) **Glass Beads.** Section 1103.14.

(d) **Black Aggregate.** Furnish with the following gradations:

<u>Sieve Size</u>	<u>Retained (%)</u>
No. 20	17-37
No. 30	45-65
No. 40	14-25

964.3 CONSTRUCTION—

(a) **Equipment.** Provide application equipment with a system capable of:

- Spraying epoxy material mixed in the proper formulation conforming to manufacturer’s requirements.
- Applying symbol markings and longitudinal lines with the specified glass bead application.
- Heating Epoxy Part A to satisfy manufacturer’s recommendations.
- Heating Epoxy Part B to satisfy manufacturer’s recommendations.
- Mixing Part A with Part B according to manufacturer’s recommendations.
- Applying glass beads using the double drop method.

Provide an operator for the equipment who is fully knowledgeable of all equipment operations and application techniques. Provide a pressure gauge on each proportioning pump to verify pressures. Position these gauges to be easily visible to the operator of the equipment and the Inspector-in-Charge.

Obtain from the manufacturer of the epoxy material being used, specifications for the proper mix ratios of the epoxy component, proper temperatures, proper mixing techniques, and any other data to ensure that the epoxy material is being properly installed. Furnish this information to the Inspector-in-Charge at least 5 days before beginning work.

(b) Procedures.

1. For proper adhesion, perform surface preparation of the road surface and provide the pretreatment according to Bulletin 15 or recommended by the manufacturer. Clean the roadway surface where the epoxy pavement markings will be applied. Remove all surface treatment, laitance, curing compound, or any contaminants that would hinder adhesion. Clear any loose dirt and other debris from the application area. Surface preparation is incidental to the application of epoxy pavement markings, except for the removal of pavement markings which is performed and paid for under Section 963. Identify the location of the final pavement markings by applying spots on the pavement at 40-foot intervals. The Inspector-in-Charge will approve the locations.

2. Before starting work, furnish four sample plates of each color of materials used. Prepare two plates with and two plates without glass beads or aggregate.

3. Uniformly apply the epoxy markings at a wet thickness of 20 mils \pm 1 mil. A tolerance of 1/4 inch from the indicated width will be allowed provided the variation is gradual and does not detract from the general appearance. For skip line patterns maintain a tolerance of \pm 6 inches for each 40-foot cycle and \pm 3 inches for each 10 foot skip line.

4. Apply glass beads immediately after application of the epoxy markings. Use the double drop method with a minimum rate of 10 pounds per gallon for Type A beads and 10 pounds per gallon for Type B beads for a total minimum of 20 pounds per gallon of epoxy. Uniformly distribute glass beads on the surface. Provide markings with an average minimum initial retroreflectivity of 250 mcd/m²/lux for white and 200 mcd/m²/lux for yellow. Under the direction and supervision of the Representative measure retroreflectivity with a 30-meter geometry retroreflectometer conforming to ASTM E 1710 within 21 days after installation in accordance with PTM No. 431.

5. After the application of epoxy material and glass beads, protect the markings from traffic for a minimum period of 30 minutes or until the epoxy has dried sufficiently to prevent dirt pickup or tracking.

6. Apply black epoxy markings on cement concrete roadways. Place the black markings, flooded with black aggregate, immediately after all white skip line patterns. Use the same line dimensions for both colors.

7. Install epoxy on dry pavement only if the road surface and ambient temperatures are 40F or higher unless otherwise approved by the Inspector-in-Charge and acceptable to the manufacturer.

(c) Defective Markings. Remove and replace any markings placed incorrectly. Repair those markings, which after application and drying, the Inspector-in-Charge determines to be defective. Complete this work at no additional cost to the Department. Major types of defective work and method of repair include the following:

- **Insufficient thickness or line width, uneven cross-section .** Grind or blast clean defective material to remove a substantial amount of beads and to roughen the marking surface. Remove loose particles and debris with compressed air. Restripe the cleaned surface as specified in this specification.
- **Inadequate retroreflectivity, glass bead coverage or retention .** Restripe over defective Marking.
- **Poor Adhesion, Delaminating.** Remove defective markings as specified in Section 963.3 and clean pavement surface, including 1 foot beyond each end of the affected area. Remove loose particles and debris with compressed air. Restripe the marking on the cleaned surface as specified in this specification.

(d) Guarantee. Guarantee 90% of the pavement marking material against failure due premature wear or poor adhesion resulting from defective materials or method of application as specified in Section 107.16(b) for a period of

180 days from the date of acceptance.

The Representative will identify material to be repaired or replaced.

Begin all repair or replacement work within 30 days of notification by the Representative and perform as specified in these specifications.

964.4 MEASUREMENT AND PAYMENT—

(a) Line. Linear Foot

(b) Legend. Each

SECTION 965—PREFORMED THERMOPLASTIC PAVEMENT MARKINGS

965.1 DESCRIPTION—This work is the furnishing and installation of preformed thermoplastic pavement markings, of the type and color indicated.

965.2 MATERIAL—

(a) **General.** Provide materials from a source listed in Bulletin 15. Certify materials as specified in Section 106.03(b)3.

(b) **Thermoplastic.** AASHTO M 249, Type 1, except that the material is in a preformed state. Provide a material listed in Bulletin 15. Furnish a material with a minimum initial skid resistance of 50 British Pendulum Number (BPN) for all crosswalks, stop lines, legends, or where indicated.

(c) **Glass Beads.** Section 1103.14, Type A.

1. **Intermix.** Provide sufficient uncoated glass beads to comprise 30% of the marking material by weight and have a minimum of 80% rounds overall.

2. **Surface-Applied.** Moisture resistant coated with a maximum of 5% passing the No. 80 sieve and a minimum of 70% rounds per sieve and a minimum of 80% rounds overall.

965.3 CONSTRUCTION—

(a) **General.** At least 5 days before beginning work, provide the Inspector-in-Charge with a schedule of operations. In addition, provide the Inspector-in-Charge with the manufacturer's instructions for the installation of the materials, application temperatures, proper mixing techniques, and any other data to ensure the material is being properly installed.

(b) **Pretreatment.** For proper adhesion, perform surface preparation of the road surface and provide the pretreatment according to Bulletin 15 or recommended by the manufacturer. Clean the roadway surface where the preformed thermoplastic pavement markings will be applied. Remove all surface treatment, laitance, curing compound, or any contaminants that would hinder adhesion. Clear any loose dirt and other debris from the application area. Surface preparation is incidental to the application of preformed thermoplastic pavement markings, except for the removal of pavement markings which is performed and paid for under Section 963. Identify the location of the final pavement markings by applying spots on the pavement at 40-foot intervals. The Inspector-in-Charge will approve the locations. Apply on dry pavement when the air and roadway temperatures are within the manufacturer's recommendations and when the wind speed is less than 20 miles per hours. If recommended by the manufacturer, preheat the surface to remove any moisture.

(c) **Application.** Apply markings, which have a minimum thickness of 125 mils \pm 4 mils. A tolerance of \pm 1/4 inch from the indicated width will be allowed provided the variation is gradual and does not detract from the general appearance. Use a heat gun to fuse the material to the pavement. Heat the material as recommended by the manufacturer.

(d) **Glass Beads.** Surface apply glass beads as recommended by the manufacturer immediately after application of the markings. Uniformly distribute glass beads on the surface. Provide markings with an average minimum initial retroreflectivity of 300 mcd/m²/lux for white and 250 mcd/m²/lux for yellow. Under the direction and supervision of the Representative measure retroreflectivity with a 30-meter geometry retroreflectometer conforming to ASTM E1710 within 21 days after installation in accordance with PTM No. 431.

(e) **Defective Markings.** Remove any markings placed incorrectly and replace them. Repair those markings, which after application and drying, are determined to be defective by the Inspector-in-Charge. Complete this work at no additional cost to the Department. Major problem areas and method of repair include the following:

- Insufficient thickness or line width, uneven cross-section—Prepare defective material by grinding or blast cleaning to remove a substantial amount of beads and the marking surface is roughened. Remove loose particles and debris with compressed air. Restripe the cleaned surface as specified in this specification.
- Inadequate retroreflectivity, glass bead coverage or retention—Remove defective markings and clean pavement surface, including 1 foot beyond each end of the affected area. Remove loose particles and debris with compressed air. Restripe the marking on the cleaned surface as specified in this specification.

(f) **Guarantee.** Where directed, remove and replace material that has not remained within close conformity to location or has not remained effective in performing useful service as specified in Section 107.16(b) for a period of 180 days from the date of acceptance. The minimum acceptable service is as follows:

- **Longitudinal Markings.** 90% of material remains in each 1,000-foot section of marking where the intersection unit is defined as material on an approach leg within 160 feet of the intersection.
- **Transverse Markings, Legends, and Symbols.** 90% of material remains for each individual legend, symbol, crosswalk, or stop line.

965.4 MEASUREMENT AND PAYMENT—

- (a) **Line.** Linear Foot
- (b) **Legend.** Each
- (c) **Decorative Crosswalk.** Square Foot

SECTION 966—SNOWPLOWABLE RAISED PAVEMENT MARKERS

966.1 DESCRIPTION—This work is the furnishing, installation, replacement, and removal of snowplowable, retroreflective, raised pavement markers of the type indicated.

966.2 MATERIAL—

(a) **General.** Provide materials listed in Bulletin 15. Certify materials as specified in Section 106.03(b)3.

(b) **Snowplowable Raised Pavement Markers.** ASTM D 4383

(c) **Adhesive.** Two-component epoxy adhesive that conforms to AASHTO M 237 and is classified as Type IV according to manufacturer's recommendations for bonding the reflectors or holders to the pavement or the reflectors to the holders.

(d) **Concrete Material.** Section 525.2

(e) **Asphalt Material.** Section 413.2

966.3 CONSTRUCTION—As shown on the Standard Drawings, recommended by the manufacturer, and as follows:

(a) **Layout.** Before installing, lay out the pavement marker locations.

Do not place devices on pavement surfaces that show visible evidence of pavement cracking, checking, spalling, or failure of underlying base material. Do not place devices within 4 inches of a pavement joint. During the pre-installation layout, if it is determined that a device would be placed at a point where any of the above conditions exists, relocate it longitudinally to the directed location.

(b) **Sawing.** Cut the depression in the pavement.

(c) **Installation.** Install within 7 days of making the saw cuts. Before applying the adhesive, vacuum or blow the depression to remove loose material, then clean and dry the depression with compressed air. Apply the adhesive and place the unit into the depression. Be certain that markers are properly seated with the leading edges below the roadway surface or reflectors are placed as shown on the Standard Drawings. Secure in place until adhesive is set.

At the time of installation, be sure that devices are free of dirt, dust, oil, grease, rust, moisture, or any foreign matter that impairs adhesion to the pavement.

Do not apply devices if the pavement surface temperature and the air temperature at the time of application are less than 50F or as recommended by the manufacturer. Do not install markers if the pavement surface is moist or wet.

(d) **Replacement.** Use the following procedures for the replacement of the holders or reflectors:

- Cut a new depression when required.
- Ensure the attachment area is smooth and clean.
- Apply adhesive and install the new holder or reflector as indicated above.

(e) **Removal.** Remove and dispose of existing pavement markers before paving or milling operations.

Remove by method that will cause the least damage to pavement structure and is approved by the Department. Satisfactorily repair any pavement damage caused by the removal methods.

When pavement markers are removed from an asphalt pavement, prepare the existing surface voids as specified in Section 413.3(g). Fill voids in pavement with asphalt wearing course or approved equal.

When pavement markers are removed from a cement concrete pavement, clean void areas from all loose and foreign material. Fill voids as specified in Section 525.3 or approved epoxy that is used in the installation of the holders.

(f) Guarantee. Within 30 calendar days of notification, replace defective holders and/or reflectors if any of the following unsatisfactory conditions exist:

- The holder does not remain in place or does not resist deformation for 180 days after acceptance; has not remained in the exact location and alignment as originally placed; is deformed, cracked or otherwise not able to provide useful service; or shows visible signs of bond failure between the holder and the adhesive.
- Reflectors are missing or do not provide full service for a period of 180 days after acceptance.
- Reflectors fail between the date of notification and the replacement date.

966.4 MEASUREMENT AND PAYMENT—

(a) Raised Pavement Marker. Each

Includes removal and disposal of existing pavement markers and filling of pavement voids.

(b) Reflector Replacement. Each

Includes removal and disposal of existing reflectors.

(c) Raised Pavement Marker Removal Without Replacement. Each

As indicated for the existing pavement type. Includes filling of pavement voids.



**Commonwealth of Pennsylvania
Public Works Employment Verification Form**

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

Company Legal Name: _____

Doing Business As: _____

(if different from Legal Name)

Mailing Address: _____

Street Address 1

Street Address 2

City State Zip Code

Check one: Contractor Subcontractor

Contracting Public Body: _____

Contract/Project Number: _____

Project Description: _____

Project Location: _____

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

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

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

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

Authorized Representative Signature

Date of Signature

Printed Name: _____

Phone Number: _____ **Email:** _____

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)(i).

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

³ You must show your individual name 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.

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

* **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.

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

For

Line Painting Project on Borough Streets and State Routes

All prospective bidders who obtained the Bidding Documents electronically must fax this “Receipt of Confirmation” form no later than **March 10, 2026 at 10:00 a.m. EST** to:

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

The undersigned confirms receipt of all 72 pages of the bidding and contract documents dated February 27, 2026 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: _____