BULLSKIN TOWNSHIP
FAYETTE COUNTY, PENNSYLVANIA

SPECIFICATIONS

FOR THE

BULLSKIN TOWNSHIP
FIRE STATION WARNING DEVICES PROJECT
(REBID)

NOVEMBER 2026

Prepared For:

Bullskin Township Supervisors
178 Shenandoah Road
Connellsville, PA 15425

PREPARED BY:

WIDMER ENGINEERING INC.
225 West Crawford Avenue
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WE #25668

CONTRACT DOCUMENTS
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ADVERTISEMENT FOR BIDS

BULLSKIN TOWNSHIP
FAYETTE COUNTY, PENNSYLVANIA
FIRE STATION WARNING DEVICES PROJECT - REBID

Sealed Bids for the **BULLSKIN TOWNSHIP FIRE STATION WARNING DEVICES PROJECT** will be received by the **Bullskin Township Supervisors**, at **178 Shenandoah Road, Connellsville, PA 15425**, until 2**:00 P.M.** local time on **Tuesday, November 24th, 2026**. The Bids received will be **publicly** opened and read at 7:00 P.M. during Bullskin Township's regularly scheduled monthly meeting at said location.

Questions can be directed to Widmer Engineering by phone at 724-626-1909 ext. 215.

The Issuing Office for the Bidding Documents is: **Widmer Engineering Inc., 225 West Crawford Avenue, Connellsville, PA 15425**. Electronic PDF copies, suitable for printing, of the Contract Documents may be viewed and downloaded at the Widmer Engineering website @ https://widmerengineering.com/ under the tab "Bids". Electronic PDF documents are available at no charge. Hard copies will not be distributed.

A 10% Bid Bond is required to execute the agreements for the Project.

Addenda, if any, will be issued to only those persons who are registered as having obtained Contract Documents.

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INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

Whenever in these Contract Documents the following words, terms and expressions, or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

Owner: Party of the First Part or First Party to this Contract, acting directly or through any agency, officer or employee duly authorized to act for the said party in the execution of the work required by this Contract.

Engineer: The person or organization duly authorized by the Owner to observe and inspect the execution of this Contract, acting directly or through properly authorized agents, engineers, assistants, inspectors, superintendents or other representatives acting severally within the scope of the particular duties entrusted to them.

Contractor: Party of the Second Part or Second Party to this Contract, acting directly or through his authorized lawful agents, legal representatives, or employees, appointed to act for said party in the performance of the work under Contract, or the Surety in case of default.

Surety or Sureties: The corporate body or bodies approved by the Owner, who are bound with and for the Contractor and who are primarily liable for the satisfactory and acceptable execution and fulfillment of this Contract, and/or the prompt payment in full for labor and materials as provided in the bonds.

Contract: The written agreement executed by and between the Owner and the successful Bidder including collectively all of the Contract Documents, covering the performance of the work and the furnishing of labor and materials in the construction of the Project. Also, any and all supplemental agreements which could reasonably be required to complete the construction contemplated.

Contract Documents: The Contract Documents consist of the Advertisement for Bids, Instruction to Bidders, Special Instructions to Bidders, Bid Proposal, Certification of Non-Segregated Facilities, Bid Bond, Non-Collusion Affidavit of Prime Bidder, Statement of Bidder's Qualifications, Wage Rates (if any), Addenda (if any), Notice of Award, Agreement, Nondiscrimination Clause, Stipulation Against Liens, Affidavit RE: Accepting Provisions of the Workman's Compensation Act, Performance Bond, Labor and Material Payment Bond, Detailed Breakdown of Lump Sum Bid (if any), Notice to Proceed, Application and Certificate for Payment, Continuation Sheet, Change Order(s) (if any), Certificate of Substantial Completion, Maintenance Bond, General Conditions, Drawings and Technical Specifications.

Specifications: Collectively, all of the definitions, descriptions, directions, provisions, requirements, terms and stipulations contained in the Contract Documents, and all written supplements thereto, made or to be made, pertaining to the Contract, and the materials and workmanship to be furnished under the Contract.

Drawings or Plans: Collectively, all of the drawings or plans (or reproductions of them) pertaining to the construction of the Project and attached to the Contract or otherwise made a part thereof. Also, such supplementary drawings as the Engineer may issue from time to time in order to elucidate or clarify said Contract Drawings, or for showing details which are not shown thereon, or for the purpose of showing changes in the work as authorized under Article 27 of the section entitled General Conditions.
Contract Price: The lump sum(s) or unit price(s) bid by the Contractor and named in the

Proposal, or the total of all payments made or to be made under the Contract at the lump sum(s) or unit price(s), as the case may be.

Bidder: Any individual, firm or corporation submitting a Proposal for the work contemplated herein, acting directly or through a duly authorized representative.

Proposal or Bid or Bid Proposal: The written offer of a Bidder submitted on the approved form prepared for the purpose, to perform the work and to furnish the labor and materials embraced in this Contract, for the consideration of payment at the prices stated.

Proposal Security: The required security furnished with the proposal by a Bidder as guaranty of his ability and intent to qualify for award of the Contract and to enter into a Contract with the Owner for the performance of the work and to furnish satisfactory bonds, as required, if the work involved in the proposal is awarded to him. This may be a money deposit in the form of a draft or a certified check on a solvent bank, or, if permitted, a bid bond.

Certified Check: When the Advertisement indicates that a certified check is required, each Bidder shall submit with his proposal a certified check drawn upon a solvent clearing house bank, and the Bidder who has had the Contract awarded to him and who fails to promptly and properly execute the required Contract and bonds shall forfeit said check.

Bid Bond: When permitted, in lieu of certified checks, bid bonds to be approved by the Owner, may be furnished by the Bidders and their Sureties, conditioned upon the successful Bidder promptly and properly executing the required Contract and bonds.

Performance Bond: The approved and executed form of security furnished by the Contractor and his Surety as a guaranty of good faith to execute and complete the work in accordance with the terms of the Contract Documents.

Labor and Material Payment Bond: The approved and executed form of security furnished by the Contractor and his Surety as a guaranty of good faith to promptly pay or cause to be paid in full such sums as may be due for material furnished and/or labor supplied or performed, services rendered in the prosecution of the work under the Contract.

Notice to Proceed: A written notice to the Contractor, from the Owner or Engineer, of the date on or before which the former is to begin prosecution of the work and on which the Contract period starts.

Project: All the necessary performance and materials required for the satisfactory completion of the work under the Contract as described in the other Contract Documents.

Site: The area which has been secured or reserved by the Owner for use in the performance of the Contract.

Final Estimate: The estimate made by the Engineer to the Owner of the final price of all work performed under the Contract.

Subcontractor: A person, firm or corporation having a direct contract with the Contractor to perform part of the latter's Contract; such as one who installs or furnishes and installs at the site, equipment forming a permanent part of the Contract work, or who furnishes labor at the site for work required by the Contract in accordance with the Contract Documents. This term does not include individual workmen furnishing labor only, nor one who merely furnishes material not worked to a special design.

"Directed", etc.: Wherever in these Contract Documents the words "directed", "required", "permitted", "ordered", "instructed", designated", "considered necessary", "prescribed", or words of like import are used, it shall be understood that the direction, requirements, permission, order, instruction, designation, or prescription, etc., of the Engineer is intended, unless otherwise specifically stated.

"Approved", etc.: The words "approved", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable or satisfactory to, the Engineer, unless another meaning is plainly intended or otherwise specifically stated.

2. RECEIPT OF BIDS

The place to which Proposals must be delivered, the amount of Proposal Security required, and the date, time and place of opening of Proposals, are stated in the Advertisement. The proposal form indicates the location and description of the project to be constructed, and shows the approximate quantities of work to be performed and materials to be furnished, if a unit price contract.

3. STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder shall, upon request of the Owner, submit on the form furnished for that purpose a statement of the Bidder's qualifications, his experience record in constructing the type of improvements embraced in the Bid Proposal, and his organization and equipment available for the work contemplated; and, when specifically requested by the Owner, a detailed financial statement. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract, and the Bidder shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract.

4. COLLUSIVE AGREEMENTS

Each Bidder submitting a Bid to the Owner for any portion of the work contemplated by the Contract Documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any Bid submitted.

5. BIDDER RESPONSIBILITY

The Bidder is required to carefully examine the site of the project, the Contract Documents, and all other forms pertinent to the work contemplated. It will be assumed that he has satisfied himself as to the conditions to be encountered, the character, quality, and quantities of work to be performed and materials to be furnished, and the requirements of the Contract Documents. No allowance or concession will be made for lack of such information on the part of the Contractor.

Whenever information concerning subsurface materials or conditions is given on the Drawings, it is understood, in the absence of any qualifying notation, that it was obtained in the usual manner and the location, depths, and character of the material have been recorded in good faith. There is no expressed or implied agreement that the depths or the character of the material have been correctly indicated and Bidders should take into account the possibility that conditions affecting the cost or quantities of work to be done may differ from those indicated.

6. APPROXIMATE ESTIMATE OF QUANTITIES

The Bidder's attention is directed to the fact that, in contracts based on unit prices the estimate of quantities of work to be done and materials to be furnished is approximate and is given only as a basis of calculation upon which to determine the lowest bidder. The Owner does not assume any responsibility that the quantities shall be obtained in the construction of the Project, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities, or of the character of the work or location, or other conditions pertaining thereto. The Owner reserves the right to increase or diminish any or all of the above mentioned quantities of work or to omit any of them, as it may deem necessary and such increase or decrease of the quantities given for any of the items shall not be considered as sufficient grounds for granting an increase in the unit prices bid, except as set forth in Article 27 of the Section entitled General Conditions.

7. PREPARATION OF PROPOSAL

Using the proposal form provided herewith, all bid prices shall be written or typed in ink, in the blank spaces provided for each item, with the amounts extended if a unit price bid, and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern, and will be considered as being the price bid.

In the unit price bids, the determination of the lowest bid will be based solely on the total results of computations of the estimated quantities and the prices bid including a combination of alternates authorized by the Proposal.

The Bidder shall sign his name and give his business address in the spaces provided therefor. If the Proposal is made by a partnership, it shall be signed by all partners. If made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

8. PROPOSAL SECURITY

Each Proposal shall be accompanied by security in the form of a certified check, or, when specifically permitted, a bid bond, payable to the Owner, in the amount indicated in the Advertisement. Within seven (7) days after the opening of bids, the securities therefor will be returned excepting those which the Owner elects to hold until the award is made and the successful bidder qualifies and executes the Contract. Such Proposal Security of the successful Bidder shall be forfeited to the Owner as liquidated damages if the successful Bidder fails to execute and deliver the Contract in conformity with the form of Agreement, and furnish bonds and insurance certificates as specified within ten (10) days after notification by the Owner of the acceptance of his bid. The security of the successful Bidder will be returned to him when the Contract is executed by both parties hereto. If all Proposals are rejected, the securities therefor will be returned immediately after the determination of such rejection.

9. WITHDRAWAL OF PROPOSALS

All Bidders specifically waive any right to withdraw a Proposal after it has been submitted to the Owner, except as hereinafter provided. A Bidder may withdraw a Proposal provided the Bidder makes a request to do so by telephone, telegraph, or in writing to the Owner and provided that such requests reach the office of the Owner not later than the day previous to the date set for opening thereof. Requests by telephone or telegraph must be confirmed in writing, by the Bidder in person, or by an accredited representative of the

Bidder before the time set for the opening of Proposals. No bids may be withdrawn for the period of time stipulated in the Proposal.

10. RIGHT TO REJECT PROPOSALS

The unqualified right is reserved by the Owner to waive any informalities in, or reject any or all proposals as may be deemed to the best interest of the Owner. Proposals which contain any omission, erasures, alterations, additions not called for, conditional bids, or irregularities of any kind, or Proposals otherwise regular which are not accompanied by Proposal Security, may be rejected as informal. Proposals in which the bid prices are obviously unbalanced may be rejected.

11. CHANGES PRIOR TO THE OPENING OF BIDS

During the period allowed for preparation of bids, the Bidders may be furnished addenda or bulletins for additions to or alterations of the Contract Documents, which shall be included in the work covered by the proposal and become a part of the Contract Documents. If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, he may submit to the Engineer a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery. An interpretation of the Contract Documents will be made only by an addendum duly issued and a copy of such addendum will be mailed or delivered to each prospective bidder on record. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents.

12. SCOPE OF WORK

Unless otherwise provided it is the intent of the Contract Documents to prescribe a complete project which the Bidder proposes to construct, by furnishing all labor, materials, equipment, tools, necessary utilities and other facilities, and performing all work necessary or incidental to such construction, in full compliance with the Contract Documents.

13. SUBMITTING PROPOSAL

Proposals, accompanied by the Proposal Security, and all Addenda, if any, shall be submitted in an opaque, sealed envelope, addressed to the Owner. The name of the Bidder shall appear in the upper left-hand corner of the envelope and the title and number of the Contract shall appear in the lower left-hand corner.

14. AWARD AND EXECUTION OF CONTRACT

When a Proposal received has been determined to be satisfactory, a Contract will be awarded to the lowest responsible Bidder within the time specified in the Proposal.

The Bidder to whom the award is made shall execute the Contract and return it, together with the properly executed Bonds and insurance certificates, to the office of the Owner, within the time specified in the Proposal.

If the Contractor executes his Contract as herein provided and the Contract is not executed by the Owner within thirty (30) days after the receipt thereof from the Contractor, the Owner upon written request of the Contractor will return the Proposal Security. In such event, the award of the Contract shall be considered as annulled. The Contract, surety bonds, and insurance certificates shall be executed in triplicate or in as many copies as the Owner may require.

15. CANCELLATION OF AWARD

The Owner reserves the right to cancel the award of any Contract at any time prior to its execution by the Owner.

16. SURETY BONDS

With the execution and delivery of this Contract the successful Bidder receiving the Contract award will be required to furnish, within the time specified, in Article 7, a "performance bond" covering faithful and satisfactory performance of the work contracted, in an amount not less than one hundred percent (100%) of the total contract price, and a "labor and material payment bond" in an amount not less than one hundred percent (100%) of the Contract amount, covering payment in full for all services rendered, and materials furnished.

17. INDEMNITY AND INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner and Engineer, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

A. Compensation Insurance

The Contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all of his employees employed at the site of the project, and in case any work is sublet, the Contract shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. The Contractor, shall at all times, indemnify and save harmless the Owner, of and from all claims for Workmen's Compensation which may be made by any employee of the Contractor or his subcontractors.

B. The Contractor shall take out and maintain during the life of this Contract such Public Liability and Property Damage Insurance as shall protect him, the Owner, and the Engineer from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Hazards insured against for property damage liability shall include explosion, collapse, underground object, and blasting to the extent that any such exposure exists. The amounts of such insurance shall be non-deductible and as follows:

1) Public Liability

In an amount not less than $5,000,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than $5,000,000.00 on account of one accident.

2) Property Damage

In an amount not less than $5,000,000.00, with an aggregate of $5,000,000.00.

The same limits apply to coverage to be provided on any automobiles or trucks used at the site. The policies shall be written on an occurrence basis.

The Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Owner or the Engineer or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, the indemnification obligation under this Article shall not be limited in any way be any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this Article shall not extend to the liability of the Engineer, his agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications or (b) the giving of or the failure to give directions or instructions by the Engineer, his agents or employees provided such giving or failure to give is the primary cause of injury or damage.

C. Builder's Risk Insurance

The Contractor during the progress of the work and until final acceptance by the Owner upon completion of the entire Contract, shall maintain insurance on all work included in the Contract against loss or damage by fire, lightning, wind, explosion, and those perils covered by extended coverage endorsement and vandalism and malicious mischief on the completed value form, in the names of the Owner and the Contractor as their respective interests may appear in an amount equal to one hundred percent (100%) of the insurable value of each building or structure and materials included in this Contract as shall fully protect the interest of the Owner and the Contractor; the risk of damage to the construction work due to the perils covered by said insurance, as well as any other hazards which might result in damage to the construction work, is that of the Contractor

and Surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

D. Railroad Protective Liability and Property Damage Insurance

When the Contract includes work on or under railroad rights-of-way, properties, or areas adjacent to the Railroad, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the railroads.

The Contractor shall submit certificates or other documentary evidence to the Owner for approval, covering Workmen's Compensation Insurance, and Public Liability and Property Damage Insurance, and Builder's Risk Insurance, and Railroad Protective Liability and Property Damage Insurance if required.

Each certificate or other documentary evidence presented shall contain therein or have contained in a rider attached thereto and made a part thereof, a clause to the effect that the insurer will notify the insured and the Owner in writing five (5) days prior to cancellation of the policy. The certificate for each policy shall be executed in triplicate.

18. CANCELLATION OF CONTRACT

As soon as practicable after the satisfactory execution of the Contract by both parties, written notice to proceed with the work will be given to the Contractor. If such notice is not given within ninety (90) days after Contract execution, and the delay is not caused by the Contractor or accepted by him in writing, the Contract may be declared null and void. If the Contractor incurs any expense in furtherance of the Contract prior to receipt of the Notice to Proceed, he does so on his own responsibility.

19. COMPLETION TIME AND LIQUIDATED DAMAGES

The Bidder shall understand that the time limit indicated for completion of this Contract shall be **90 (Ninety)** calendar days from the "Notice to Proceed", and the amount of liquidated damages to be charged against the Contractor shall be **$200.00** per day. The amounts deducted are liquidated damages not penalties.

20. WAGES AND SALARIES

Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contact Documents and the completion of employment with respect to certain categories and classifications of employees. The rates of pay set forth in the wage rate schedule are the minimal to be paid during the life of the Contract. It is therefore the responsibility of bidders to inform themselves as to local labor conditions, such as the length of workday and work week, overtime compensation, health and welfare contributions, labor supply, and prospective changes or adjustments of rates.

21. EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirement for insuring that employees and applicants for employment are not discriminated against because of race, color, religion, sex or national origin.

22. RESIDENT WORKMEN

According to Section 754, Public School Code of Pennsylvania, 1949, as amended, laborers and mechanics employed shall have been residents of the Commonwealth of at least 90 days prior to their employment. Failure to comply with this provision shall be sufficient legal reason to refuse payment of the contract price to the Contractor.

23. HUMAN RELATIONS ACT

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. seq.) of the Commonwealth of Pennsylvania prohibits discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability by employer, employment agencies, labor organizations, contractors, and others. The Contractor shall agree to comply with the provisions of this Act, as amended.

24. STANDARD OF QUALITY

The various materials and products specified by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe a material or product as minimum standard that is desired and acceptable. Where proprietary names are used, whether or not followed by the words "or approved equal", that shall be subject to equals only as approved by the Engineer.

25. STEEL PRODUCTS PROCUREMENT ACT

In accordance with Act No. 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, approved March 3, 1978, if any steel products are to be used or supplied in the performance of the Contract, only steel products produced in the United States as defined therein shall be used or supplied in the performance of the Contract or any subcontracts thereunder.

26. MAINTENANCE BOND

Attention to Bidders is particularly called to the requirement that the Contractor must provide the Owner with a one (1) year maintenance bond in the amount of 100% of the Contract amount upon completion of said project. Said bond shall be in effect for a period of one (1) year from the date indicated on the Certificate of Substantial Completion or as required by Articles 9 and 33 in the General Conditions.

SPECIAL INSTRUCTIONS TO BIDDERS

1. Scope of Work

The work involved under this contract shall consist of the following:

- Installation of fire station warning signals along SR982 prior to intersections depicted on plan drawings. Contractor to coordinate with Bullskin Township fire department and the sign manufacturer to ensure practical functionality of signs. A minimum of ten (10) remote controls are to be provided to Bullskin Township that activate warning signage. Coordinate with Township to ensure that remotes have adequate range to functionally activate the warning device.

  It is intended that the work described in this Contract be complete in every detail, including furnishing, constructing, installing, removing and testing all equipment, materials and products necessary for the aforementioned scope of work. All work is to be performed within Public Right of Way. Any work performed outside of Public Right of way will be the CONTRACTOR's responsibility to coordinate with private property owners.

2. Plans and Specifications

All work done and materials furnished under this Contract shall be in accordance with the Permit Plans, the Technical Specifications and the Pennsylvania Department of Transportation Publication 148, Traffic Standards – Signals (TC-8800 Series), Pennsylvania Department of Transportation Publication 236, Handbook of Approved Signs, Pennsylvania Department of Transportation Publication 383, Pennsylvania's Traffic Calming Handbook, Pennsylvania Department of Transportation Publication 408, Specifications, latest edition, and the Manual on Uniformed Traffic Control devices (MUTCD), where applicable.

3. Protection of Utilities and Structures

Within the limits of this project, there may be existing aboveground and underground electric, telephone, gas, water, sewer and other public utility structures. It shall be the responsibility of the CONTRACTOR to discover and determine their location and to carry out his/her work carefully and skillfully so as to avoid damage to them. In the event any utility facility or structure is damaged, the repair of any such damage shall be made at the sole expense of the CONTRACTOR before the acceptance of the work, and the OWNER will not be required to compensate the CONTRACTOR for such damage in any manner whatsoever.

The CONTRACTOR shall be responsible for the preservation of all public and private underground and surface utilities and structures at or adjacent to the site of construction, insofar as they may be endangered by his/her operations. This shall hold true whether they are shown on the Contract Drawings. If they are shown on the drawings, their locations are determined from the best available sources, and in any event, others not shown may be encountered in the field. The CONTRACTOR shall give ample and reasonable notice to all private, corporate or municipal owners before work is done near their utility or structure, shall properly protect all utilities and structures encountered, shall at his/her own expense, repair or replace any that he/she damages

and shall constantly proceed with caution to prevent undue interruptions to utility services.

4. Maintenance and Protection of Traffic

The CONTRACTOR shall furnish all necessary labor and materials for the maintenance and protection of traffic during construction in accordance with PennDOT Publication 213, Temporary Traffic Control. All required separate pay items shall be incidental to item 0901-0001.

5. Shop Drawing Submittal

It shall be the CONTRACTOR'S responsibility to submit to the ENGINEER four (4) copies of the catalog data and material certifications for review and approval by the ENGINEER, OWNER and PennDOT. It is preferred that the number of submissions be kept to a minimum and made shortly after the "Notice to Proceed". On each shop drawing or catalog cut sheet the PennDOT approval number or provisional number shall be marked in a prominent place.

6. Locating Structures

Prior to the start of construction, it shall be the CONTRACTOR'S responsibility to notify the ENGINEER, OWNER and PennDOT for locating in the field the traffic signal supports after the location of utilities has been verified. This shall be performed before ordering signal supports.

7. Condition of Work Area

It shall be the CONTRACTOR'S responsibility to clear and clean the work area after each day's work and after the contract work has been completed.

8. Project Schedule

Time being of the essence, the CONTRACTOR shall commence work after the "Notice to Proceed" has been given by the OWNER. After beginning work, the CONTRACTOR shall work continuously until completion and shall notify the OWNER and the ENGINEER of each instance and reasons therefore, of suspension of work.

9. Testing of Equipment

A thirty-day test period is to commence upon the energizing of the devices for operation. During this period, it shall be the CONTRACTOR'S responsibility to field check all electrical equipment to ensure it is operating satisfactorily as per the Permit Drawing. After the devices have operated for 30 consecutive days without failure, and have been acceptably installed according to PennDOT, the ENGINEER and the OWNER, maintenance responsibilities shall be transferred to the OWNER. If failure or malfunction should occur during the 30-day test period, the thirty-day test period shall begin anew. The CONTRACTOR shall notify the OWNER in writing of the successful completion of the thirty-day test and their intent to turn the equipment over to the OWNER.

10. Acceptance

Prior to the OWNER'S acceptance of the work, a final inspection of items shall be conducted by the ENGINEER and the OWNER to determine if all equipment is acceptably installed. It shall be the CONTRACTOR'S responsibility to correct any deficiencies or omissions in the work to the satisfaction of the ENGINEER and the OWNER.

11 Wage Rates

PA Prevailing Wage rates are required for projects exceeding $25,000.00.

BID FORM

BULLSKIN TOWSHIP
FIRE STATION WARNING DEVICES PROJECT

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Bid Recipient

1.01 This Bid is submitted to:

Bullskin Township Supervisors, 178 Shenandoah Road, Connellsville, PA 15425

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

The Bid will remain subject to acceptance for 60 days after the Bid opening, except if the award is delayed by a required approval of another government agency, the sale of bonds, or the award of a grant, the Owner shall reject all bids or award the contract to the lowest responsible and responsive bidder within one hundred twenty (120) days of the bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	**Addendum, Date**
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. **BASE BID: FIRE STATION WARNING DEVICES PROJECT**

BULLSKIN TOWNSHIP FIRE STATION WARNING DEVICES PROJECT					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Total Price**
0608-0001	Mobilization	LS	1		
0901-0001	Maintenance and Protection of Traffic During Construction	LS	1		
0936-0400	Flashing Warning Signs including 8" LED signals, W11-8 sign, wiring, solar panel, hardware and controller assemblies required for complete and functioning system	EA	4		
0951-4500	Traffic Signal Supports including pole base, grouting, foundation per PennDOT Detail TC-8801	EA	4		

TOTAL OF BID is $_____(Digits)

_____

(Total Bid Amount Written in Words)

(In case of discrepancy the unit price written amount will govern)

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ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security in the form of a Bid Bond of 10% of Bid Total

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: _____ **[or]** Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

G. Required Bidder Qualification Statement with supporting data; and

H. If bid is from a Partnership, Corporation, or Joint Venture, attach evidence of authority to sign the bid documents

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

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ARTICLE 9 – THE BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

_____

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

_____

Bidder's License No.: _____
(where applicable)

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BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name, and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:
Bullskin Township
178 Shenandoah Road
Connellsville, PA 15425

BID
Bid Due Date: 09/29/2026
Description: Bullskin Township Fire Station Warning Devices Project

BOND
Bond Number:
Date:
Penal sum _____ $ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
Title	Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

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 penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver 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 and payment bonds required by the Bidding 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 and payment bonds required by the Bidding 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 agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by 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 agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due 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 the Bid due 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. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face 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 this Bond conflicts with 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.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.

2. Permanent main office address.

3. When organized.

4. If a corporation, where incorporated.

5. How many years have you been engaged in the contracting business under your present firm or trade name?

6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

7. General character of work performed by your company.

8. Have you ever failed to complete any work awarded to you? If so, where and why?

9. Have you ever defaulted on a contract?

   If so, where and why?

10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.

11. List your major equipment available for this Contract.

12. Experience in construction work similar in importance to this project.

13. Background and experience of principal members of the organization, including the officers.

14. Credit available: $_____.

15. Provide Bank reference: _____.

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?_____.

17. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising the Statement of Bidder's Qualifications.

Dated this _____ day of _____, 20__.

Name of Bidder: _____

By:_____

Title:_____

COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer)_____

Address _____

City _____ State_____ Zip Code _____

☐ Contractor ☐ Subcontractor (check one)

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

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

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

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

_____

Authorized Representative Signature

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of_____)
) ss:
County of_____)

_____, being first duly sworn,

deposes and says that:

(1) He is_____
(Owner, partner, officer, representative or agent)

of_____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, directly or indirectly sought by unlawful agreement or connivance with any other Bidder, form or person to fix the price or prices in said subcontractor's Proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement or any advantage against the Owner or any persons interested in the proposed Contract; and

(5) The price(s) quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.

Signed:_____

Title:_____

Subscribed and sworn to before me
this _____ day of _____,
20____.

(Signed)_____

Title:_____

My Commission Expires:_____

STIPULATION AGAINST LIENS

	)	IN THE COURT OF COMMON
BULLSKIN TOWNSHIP	)	PLEAS OF FAYETTE COUNTY,
OWNER	)	PENNSYLVANIA
	)	
	)	
VS.	)	
	)	
	)	NO. _____ MECHANICS LIEN
Contractor	)	DOCKET

WHEREAS, the above-said Owner is about to execute contemporaneously herewith a contract with the above-said Contractor, for the construction of WE #23609 – Bullskin Township US 119 Traffic Signal Upgrades Project as required by the Contract Documents.

NOW THEREFORE,_____20__, at the time of and immediately before the execution of the Contract and before any authority has been given by the said Owner, to the said Contractor to commence work on the said project or purchase of materials for the same, in consideration of the making of the said Contract with the Contractor and for the further consideration of one dollar ($1.00) paid to the said Contractor by the said Owner, it is agreed that no mechanic's claims or other liens shall be filed against the Project or the estate or title of Owner in the System or any part thereof, or the appurtenances thereto by the said Contractor nor any subcontractor, nor by any of the materialmen or workmen or any person for any materials or labor or extra materials or labor purchased or furnished in connection with the construction of the said project or any part thereof, the right to file such claims of liens being expressly waived and relinquished herewith.

(SEAL)

BULLSKIN TOWNSHIP

ATTEST:

BY_____

_____

TITLE_____

CONTRACTOR

(SEAL)

_____

ATTEST:

BY_____

_____

TITLE_____

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity Clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or natural origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. ss 1001.

Date:_____, 20__ _____

Name of Bidder

BY_____

TITLE_____

Official Address:

_____

_____

_____

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

1. 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 subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.

2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.

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

5. The Contractor and each 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 contracted services are performed shall satisfy this requirement for employees with an established work site.

6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each 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 Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

9. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth 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.

10. The commonwealth 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 agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Exhibit F

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

   a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

   b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

   c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.

   d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

   e. **"Financial Interest"** means either:

      (1) Ownership of more than a five percent interest in any business; or

      (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

   f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.

   g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

   a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

(1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

(2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

(3) had any business license or professional license suspended or revoked;

(4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

(5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.



f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).*

g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT*

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

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

2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT H

Contractor Responsibility Provisions

(December 2020)

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

6. The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at http://www.emarketplace.state.pa.us and clicking the Debarment List tab.

Exhibit I

Contract Provisions – Right to Know Law

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

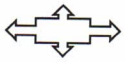
f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

EXHIBIT J

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.



BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project Name:	Bullskin Township Fire Station Warning Devices Project
General Description:	This project involves the installation of flashing traffic warning signs/devices along SR982 near its intersections with Keefer Road and Longanecker Road. Signs are to be installed at each approach for a total of four installations.
Project Locality	Along SR982 within Bullskin To
Awarding Agency:	Bullskin Township
Contract Award Date:	9/29/2026
Serial Number:	26-07921
Project Classification:	Heavy/Highway
Determination Date:	8/31/2026
Assigned Field Office:	Pittsburgh
Field Office Phone Number:	(412)565-5300
Toll Free Phone Number:	(877)504-8354
Project County:	Fayette County

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-07921 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	8/1/2025		$45.10	$30.31	$75.41
Boilermakers	6/1/2016		$40.90	$27.61	$68.51
Bricklayer	12/1/2025		$41.55	$26.36	$67.91
Bricklayer	6/1/2026		$42.20	$26.71	$68.91
Carpenters - Piledriver/Welder	1/1/2025		$43.38	$22.72	$66.10
Carpenters - Piledriver/Welder	1/1/2026		$44.63	$23.47	$68.10
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2025		$43.34	$19.93	$63.27
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2026		$42.11	$23.36	$65.47
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2027		$43.26	$24.35	$67.61
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2028		$44.45	$25.19	$69.64
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2029		$45.72	$26.01	$71.73
Cement Masons	6/1/2025		$35.52	$25.64	$61.16
Cement Masons	6/1/2026		$36.02	$26.14	$62.16
Drywall Finisher	6/1/2025		$35.16	$25.98	$61.14
Drywall Finisher	6/1/2026		$36.59	$27.30	$63.89
Electricians & Telecommunications Installation Technician	12/27/2024		$50.86	$32.69	$83.55
Electricians & Telecommunications Installation Technician	12/26/2025		$53.11	$33.72	$86.83
Elevator Constructor	1/1/2025		$61.07	$40.05	$101.12
Elevator Constructor	1/1/2026		$63.71	$40.89	$104.60
Glazier	9/1/2024		$37.06	$31.89	$68.95
Glazier	9/1/2025		$38.70	$33.75	$72.45
Iron Workers	6/1/2025		$41.50	$37.36	$78.86
Iron Workers	6/1/2026		$43.50	$37.91	$81.41
Laborers (Class 01 - See notes)	1/1/2025		$27.32	$19.96	$47.28
Laborers (Class 01 - See notes)	1/1/2026		$27.82	$20.46	$48.28
Laborers (Class 02 - See notes)	1/1/2025		$27.47	$19.96	$47.43
Laborers (Class 02 - See notes)	1/1/2026		$27.97	$20.46	$48.43
Laborers (Class 03 - See notes)	1/1/2025		$30.47	$19.96	$50.43
Laborers (Class 03 - See notes)	1/1/2026		$30.97	$20.46	$51.43
Laborers (Class 04 - See notes)	1/1/2021		$23.57	$19.32	$42.89
Landscape Laborer (Skilled)	1/1/2025		$25.79	$18.78	$44.57
Landscape Laborer (Skilled)	1/1/2026		$26.79	$19.03	$45.82
Landscape Laborer (Tractor Operator)	1/1/2025		$26.09	$18.78	$44.87
Landscape Laborer (Tractor Operator)	1/1/2026		$27.09	$19.03	$46.12
Landscape Laborer	1/1/2025		$25.37	$18.78	$44.15
Landscape Laborer	1/1/2026		$26.37	$19.03	$45.40
Millwright	6/1/2020		$41.68	$20.32	$62.00
Operators (Class 01 - see notes)	6/1/2025		$42.72	$24.79	$67.51
Operators (Class 01 - see notes)	6/1/2026		$43.74	$25.29	$69.03
Operators (Class 02 -see notes)	6/1/2025		$36.67	$24.79	$61.46

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-07921 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 02 -see notes)	6/1/2026		$37.67	$25.29	$62.96
Operators (Class 03 - See notes)	6/1/2025		$33.88	$24.79	$58.67
Operators (Class 03 - See notes)	6/1/2026		$34.88	$25.29	$60.17
Painters Class 6 (see notes)	6/1/2025		$34.16	$25.81	$59.97
Painters Class 6 (see notes)	6/1/2026		$35.26	$26.51	$61.77
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		$62.82	$22.72	$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		$64.70	$23.47	$88.17
Piledrivers	1/1/2025		$41.88	$22.72	$64.60
Piledrivers	1/1/2026		$43.13	$23.47	$66.60
Plasterers	6/1/2024		$33.14	$21.04	$54.18
Plasterers	6/1/2026		$34.59	$22.59	$57.18
Plumbers and Steamfitters	6/1/2025		$41.47	$27.71	$69.18
Plumbers and Steamfitters	6/1/2026		$42.92	$28.45	$71.37
Pointers, Caulkers, Cleaners	12/1/2025		$41.50	$22.50	$64.00
Pointers, Caulkers, Cleaners	6/1/2026		$42.20	$22.80	$65.00
Roofers	12/1/2025		$41.21	$21.46	$62.67
Roofers	6/1/2026		$42.00	$23.17	$65.17
Sheet Metal Workers	7/1/2025		$45.00	$35.16	$80.16
Sheet Metal Workers	7/1/2026		$46.75	$36.61	$83.36
Sign Makers and Hangars	7/15/2025		$33.48	$26.41	$59.89
Sign Makers and Hangars	7/15/2026		$36.38	$25.01	$61.39
Sprinklerfitters	4/1/2025		$49.75	$29.21	$78.96
Sprinklerfitters	4/1/2026		$52.82	$30.56	$83.38
Stone Masons	12/1/2022		$38.56	$23.61	$62.17
Terrazzo Finisher	12/1/2025		$42.75	$19.51	$62.26
Terrazzo Finisher	6/1/2026		$43.82	$19.94	$63.76
Terrazzo Mechanics	12/1/2025		$42.15	$21.76	$63.91
Terrazzo Mechanics	6/1/2026		$43.22	$22.19	$65.41
Tile Finisher	12/1/2025		$33.99	$18.71	$52.70
Tile Finisher	6/1/2026		$34.82	$18.98	$53.80
Tile Setter	12/1/2025		$40.80	$23.25	$64.05
Tile Setter	6/1/2026		$41.66	$23.49	$65.15
Truckdriver class 1(see notes)	1/1/2025		$36.43	$23.21	$59.64
Truckdriver class 1(see notes)	1/1/2026		$37.93	$23.71	$61.64
Truckdriver class 2 (see notes)	1/1/2025		$36.89	$23.52	$60.41
Truckdriver class 2 (see notes)	1/1/2026		$38.39	$24.02	$62.41
Window Film / Tint Installer	10/1/2019		$25.00	$2.63	$27.63

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-07921 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2025		$41.35	$22.09	$63.44
Carpenter	1/1/2026		$42.60	$22.84	$65.44
Carpenter Welder	1/1/2025		$42.85	$22.09	$64.94
Carpenter Welder	1/1/2026		$44.10	$22.84	$66.94
Carpenters - Piledriver/Welder	1/1/2025		$43.38	$22.72	$66.10
Carpenters - Piledriver/Welder	1/1/2026		$44.63	$23.47	$68.10
Cement Finishers	1/1/2025		$35.94	$27.50	$63.44
Cement Masons	1/1/2020		$32.84	$21.10	$53.94
Electric Lineman	6/3/2024		$53.97	$31.05	$85.02
Electric Lineman	6/2/2025		$57.10	$31.63	$88.73
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2025		$41.50	$37.36	$78.86
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2026		$43.50	$37.91	$81.41
Laborers (Class 01 - See notes)	1/1/2025		$33.70	$26.00	$59.70
Laborers (Class 01 - See notes)	1/1/2026		$34.70	$27.00	$61.70
Laborers (Class 02 - See notes)	1/1/2025		$33.86	$26.00	$59.86
Laborers (Class 02 - See notes)	1/1/2026		$34.86	$27.00	$61.86
Laborers (Class 03 - See notes)	1/1/2025		$34.25	$26.00	$60.25
Laborers (Class 03 - See notes)	1/1/2026		$35.25	$27.00	$62.25
Laborers (Class 04 - See notes)	1/1/2025		$34.70	$26.00	$60.70
Laborers (Class 04 - See notes)	1/1/2026		$35.70	$27.00	$62.70
Laborers (Class 05 - See notes)	1/1/2025		$35.11	$26.00	$61.11
Laborers (Class 05 - See notes)	1/1/2026		$36.11	$27.00	$63.11
Laborers (Class 06 - See notes)	1/1/2025		$31.95	$26.00	$57.95
Laborers (Class 06 - See notes)	1/1/2026		$32.95	$27.00	$59.95
Laborers (Class 07 - See notes)	1/1/2025		$34.70	$26.00	$60.70
Laborers (Class 07 - See notes)	1/1/2026		$35.70	$27.00	$62.70
Laborers (Class 08 - See notes)	1/1/2025		$36.20	$26.00	$62.20
Laborers (Class 08 - See notes)	1/1/2026		$37.20	$27.00	$64.20
Millwright	6/1/2024		$47.59	$23.72	$71.31
Millwright	6/1/2025		$49.72	$23.72	$73.44
Operators (Class 01 - see notes)	1/1/2025		$40.39	$24.23	$64.62
Operators (Class 01 - see notes)	1/1/2026		$41.96	$24.66	$66.62
Operators (Class 02 -see notes)	1/1/2025		$40.13	$24.23	$64.36
Operators (Class 02 -see notes)	1/1/2026		$41.70	$24.66	$66.36
Operators (Class 03 - See notes)	1/1/2025		$36.48	$24.23	$60.71
Operators (Class 03 - See notes)	1/1/2026		$38.05	$24.66	$62.71
Operators (Class 04 - See notes)	1/1/2025		$36.02	$24.23	$60.25
Operators (Class 04 - See notes)	1/1/2026		$37.59	$24.66	$62.25
Operators (Class 05 - See notes)	1/1/2025		$35.77	$24.23	$60.00
Operators (Class 05 - See notes)	1/1/2026		$37.34	$24.66	$62.00
Operators Class 1-A	1/1/2025		$43.39	$24.23	$67.62
Operators Class 1-A	1/1/2026		$44.96	$24.66	$69.62
Operators Class 1-B	1/1/2025		$42.39	$24.23	$66.62

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-07921 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators Class 1-B	1/1/2026		$43.96	$24.66	$68.62
Painters Class 1 (see notes)	6/1/2022		$34.45	$22.82	$57.27
Painters Class 2 (see notes)	6/1/2025		$40.36	$25.81	$66.17
Painters Class 2 (see notes)	6/1/2026		$41.66	$26.51	$68.17
Painters Class 3 (see notes)	6/1/2025		$43.68	$25.81	$69.49
Painters Class 3 (see notes)	6/1/2026		$45.08	$26.51	$71.59
Painters Class 4 (see notes)	6/1/2019		$28.20	$20.06	$48.26
Painters Class 5 (see notes)	6/1/2019		$22.91	$20.06	$42.97
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		$62.82	$22.72	$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		$64.70	$23.47	$88.17
Piledrivers	1/1/2025		$41.88	$22.72	$64.60
Piledrivers	1/1/2026		$43.13	$23.47	$66.60
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		$48.43	$40.28	$88.71
Truckdriver class 1(see notes)	1/1/2025		$36.43	$23.21	$59.64
Truckdriver class 1(see notes)	1/1/2026		$37.93	$23.71	$61.64
Truckdriver class 2 (see notes)	1/1/2025		$36.89	$23.52	$60.41
Truckdriver class 2 (see notes)	1/1/2026		$38.39	$24.02	$62.41

NOTICE OF AWARD

Date of Issuance:

Owner: Bullskin Township | Owner's Contract No.:

Engineer: Widmer Engineering Inc. | Engineer's Project No.: 25668

Project: Fire Station Warning Devices Project | **Contract Name:** 1

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Bullskin Township Fire Station Warning Devices Project.

The Contract Price of the awarded Contract is: $_____

[ ] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [__3__]counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Bullskin Township	Bidder:
Authorized Signature	Authorized Signature
By:	
Title:	Title:

AGREEMENT

THIS AGREEMENT, made this _____ day of_____ 20__, by and between Bullskin Township, hereinafter called OWNER, and _____, doing business as a Corporation hereinafter called "CONTRACTOR".

WITNESSETH, that the OWNER and the CONTRACTOR mutually agree to the following:

1. The CONTRACTOR, for and in consideration of the payment herein specified and agreed to by the OWNER hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work, labor and other services necessary for the construction and completion of the PROJECT as described herein.

The OWNER will pay the CONTRACTOR for the performance of the AGREEMENT, in current funds, subject to additions and deductions as provided in the GENERAL CONDITIONS of the CONTRACT AGREEMENT, the sum of _____

($_____).

The Contract Documents prepared by Widmer Engineering Inc., hereinafter called ENGINEER, are made part of this AGREEMENT.

2. The PROJECT location and description being situated as follows:

   WE #25668 – Bullskin Township Fire Station Warning Devices Project
   Near the intersections of SR982 with Keefer Road & Longanecker Road
   Bullskin Township, Fayette County, PA

   The work includes installation of storm sewer pipe and catch basins, complete with Erosion and Sediment control measures and site restoration per contract drawings.

3. The CONTRACTOR further covenants and agrees that all work shall be performed in the best and most workmanlike manner. He also agrees that all materials furnished and labor performed shall be in strict and complete conformity in every respect, with all parts of this AGREEMENT and shall be subject to the inspection and acceptance of authorized representatives of the OWNER. In the event that any portion of the work (including materials supplied pursuant thereto) performed by the CONTRACTOR is rejected by the authorized representatives as defective, unsuitable, or unacceptable, the CONTRACTOR agrees to remove and replace all such rejected portions of work in conformance with this AGREEMENT and to the satisfaction of and at no expense to the OWNER. The CONTRACTOR further covenants that prompt payment will be made in full for all labor and materials used in the performance of work on this PROJECT.

4. The CONTRACTOR covenants and agrees that all work (including, but not limited to, all labor performed and all materials supplied) on this PROJECT shall be performed and completed to the satisfaction of the OWNER on or before the expiration of **Ninety (90) calendar days** after written Notice to Proceed with work has been given by the OWNER. If for any reason, except as provided in the GENERAL CONDITIONS, the CONTRACTOR fails to complete all work on this PROJECT to the satisfaction of the ENGINEER within the aforementioned time allowed, the OWNER shall deduct from any sums due or which may become due the CONTRACTOR **two hundred dollars ($200.00)** for each calendar day used in excess of the aforementioned number of days allowed, or, in case a completion date is fixed, for each calendar day elapsing between the completion date and the actual

date of completion. If no sums are due the CONTRACTOR, the CONTRACTOR agrees to remit to the OWNER the aforementioned sum for each day used in excess of the time allowed for completion of the PROJECT. The amounts deducted or remitted under this paragraph are liquidated damages not penalties.

5. The CONTRACTOR further covenants and warrants that he has had sufficient time to examine the site of the project to determine the conditions to be encountered; that he is fully aware and knows of the conditions to be encountered; and that he has based the BID PROPOSAL prices on his own independent examination and investigation of the project site and conditions, and has not relied on any subsurface information furnished to him by the OWNER, or its agents or its consultants.

6. The CONTRACTOR shall not do any work (including, but not limited to, the supply of labor and/or materials) not covered by the CONTRACT DOCUMENTS, unless such work has been authorized in writing by the ENGINEER. In no event shall the CONTRACTOR incur any liability by reason of refusing to obey any verbal directions or instructions that he might be given to perform additional or extra work. Likewise, the OWNER will not be liable for any work performed as additional or extra work, unless such work is required of the CONTRACTOR in writing by the ENGINEER. All such work which might have been performed by the CONTRACTOR without such written order first being given shall be at the CONTRACTOR'S risk, cost and expense, and the CONTRACTOR hereby covenants and agrees compensation for such unauthorized work.

7. It is further distinctly agreed that the CONTRACTOR shall not assign this AGREEMENT, or any part thereof, nor any right to any sums to be paid him hereunder, nor shall any part of the work to be done or material furnished under this AGREEMENT be sublet, without the consent in writing of the OWNER.

8. The OWNER will pay to the CONTRACTOR in the manner at such times as set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS. When a BID PROPOSAL is made on a Lump Sum Basis, the CONTRACTOR agrees to submit, to the ENGINEER, a detailed breakdown of costs to serve as a basis of estimate for periodic payment during construction.

9. It is also agreed and understood that the acceptance of the final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER arising out of, or by reason of, the work done and materials furnished under this AGREEMENT.

10. In order to secure proper and complete compliance with the terms and provisions of this AGREEMENT, the CONTRACTOR shall provide a bond in a sum equal to one hundred percent (100%) of the contract price of the work to be done. The CONTRACTOR shall also secure an additional bond in the same amount for the prompt payment in full for all labor and materials supplied in performing work on this PROJECT. The CONTRACTOR shall also secure an additional bond in the same amount for maintenance of the completed project for a period of one (1) year from the date of final acceptance by the OWNER. All bonds are attached hereto.

11. The CONTRACTOR in undertaking the work to be performed under the terms of this AGREEMENT, covenants and agrees to comply with the required contract provisions set forth in the Nondiscrimination Clause which is attached.

12. The term "CONTRACT DOCUMENTS" means and includes the following:
    (a) ADVERTISEMENT FOR BIDS
    (b) INSTRUCTIONS TO BIDDERS
    (c) SPECIAL INSTRUCTIONS TO BIDDERS (if any)
    (d) BID PROPOSAL
    (e) CERTIFICATION OF NON-SEGREGATED FACILITIES
    (f) BID BOND
    (g) NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
    (h) STATEMENT OF BIDDER'S QUALIFICATIONS
    (i) WAGE RATES (if any)
    (j) ADDENDA (if any)
    (k) NOTICE OF AWARD
    (l) AGREEMENT
    (m) NONDISCRIMINATION CLAUSE
    (n) STIPULATION AGAINST LIENS
    (o) AFFIDAVIT RE: ACCEPTING PROVISIONS OF THE WORKMAN'S COMPENSATION ACT
    (p) PERFORMANCE BOND
    (q) LABOR AND MATERIAL PAYMENT BOND
    (r) DETAILED BREAKDOWN OF LUMP SUM BID (if any)
    (s) NOTICE TO PROCEED
    (t) APPLICATION AND CERTIFICATE FOR PAYMENT
    (u) CONTINUATION SHEET
    (v) CHANGE ORDER(S) (if any)
    (w) CERTIFICATE OF SUBSTANTIAL COMPLETION
    (x) MAINTENANCE BOND
    (y) GENERAL CONDITIONS
    (z) **TECHNICAL SPECIFICATIONS AND DRAWINGS, PREPARED BY THE ENGINEER**

13. The CONTRACTOR agrees to execute and record a STIPULATION AGAINST LIENS in the form provided herewith prior to commencement of any work required thereby, or the acquisition of any materials therefor.

14. This AGREEMENT, including all CONTRACT DOCUMENTS, shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in **three (3) copies** each of which shall be deemed an original on the date first above written.

ATTEST:	OWNER: Bullskin Township
_____	By _____
Name_____	Name_____
Title_____	Title_____

(SEAL)

ATTEST:

_____

Name_____

Title_____

(SEAL)

CONTRACTOR:

_____

Name_____

Address_____

_____

_____

(Use only when Contractor is a Corporation)

Certification:

I,_____, certify that I am the_____ of the Corporation named as CONTRACTOR herein; that _____ who signed this AGREEMENT on behalf of the CONTRACTOR, was the_____ _____ of said Corporation; that said AGREEMENT was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

_____

(Corporate Seal)

Title:_____

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:
Bullskin Township
178 Shenandoah Road
Connellsville, PA 15425

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description: Fire Station Warning Devices Project

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

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

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

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

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

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

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

14. Definitions

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

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER (name and address):
Bullskin Township
178 Shenandoah Road
Connellsville, PA 15425

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description: Fire Station Warning Devices Project

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____

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Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

      5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

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

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be

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liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

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

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

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

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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NOTICE TO PROCEED

Owner:	Bullskin Township	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Widmer Engineering Inc.	Engineer's Project No.:	25668
Project:	Bullskin Township Fire Station Warning Devices Project	Contract Name:	
		Effective Date of Contract:	

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [ ]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is_____] ***or*** [the number of days to achieve Substantial Completion is _____90_____, and the number of days to achieve readiness for final payment is _____90_____].

Before starting any Work at the Site, Contractor must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Owner**:**	Bullskin Township	Contractor:
	Authorized Signature	Authorized Signature
By:		By:
Title:		Title:
Date Issued:		Date Received:

Copy: Engineer

GENERAL CONDITIONS

1. CONTRACT DOCUMENTS

All of the Contract Documents are complementary, and the requirements of any one shall be considered as the requirements of all.

A. In the event the Contractor discovers any discrepancy in the Contract Documents, the matter shall immediately be submitted to the Engineer, whose decision therein shall be final. The Contractor will not be held responsible for the discovery of such discrepancies, but any work done on the item involved after such discovery, and prior to authorization by the Engineer, will be done at the Contractor's risk.

B. In case of any discrepancy between scaled dimensions and figures, figured dimensions shall govern. In case any work dimension is not given on the Drawings, the Contractor shall obtain the figure from the Engineer. In no case shall the Contractor determine such dimensions by scaling the Drawings.

C. Deviations from the Contract Documents required by the exigencies of construction shall be determined by the Engineer only and authorized in writing.

D. Supplemental detailed drawings and instructions shall be furnished by the Engineer when and as he determines that such drawings and instructions are required for successful completion of the Project.

E. Unless otherwise provided, the Contractor will be furnished two (2) copies of the Contract Documents free of charge, with additional copies, if required, being furnished at cost.

F. At all times, the Contractor shall keep on the Project Site, available to the Engineer and his representatives, one (1) copy of the Contract Documents.

2. ENGINEER'S STATUS DURING CONSTRUCTION

The Engineer shall be the Owner's representative during the construction period. All instructions of the Owner to the Contractor shall be issued through the Engineer. The duties and responsibilities and the limitations of authority of the Engineer as the Owner's representative during construction are set forth in these General Conditions and shall not be extended without written consent of the Owner and Engineer.

The Engineer will make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality of the work nor will he be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. His efforts will be directed toward providing assurance for the Owner that the completed Project will conform to the requirements of the Contract Documents, but he will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the Owner informed of the progress of the work and will endeavor to guard the Owner against defects and deficiencies in the work of contractors.

The Engineer will have authority to disapprove of or reject work, which is defective; i.e., it is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval. He will also have authority to require special inspection or testing of the work, whether or not the work is fabricated, installed or completed.

If the Owner and Engineer agree, the Engineer will provide one or more full time Resident Project Representatives to assist the Engineer in carrying out his responsibilities at the site.

Neither the Engineer's authority to act under this Article nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any subcontractor, any of their agents or employees or any other person performing any of the work.

3. ENGINEER'S INTERPRETATIONS AND DECISIONS

The Engineer will issue with reasonable promptness such written clarifications or interpretations (in the form of drawings or otherwise) as he may determine necessary for the proper execution of the work, such clarifications and interpretations to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefore as provided in Article 27.

The Engineer will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both the Owner and the Contractor. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the work or the interpretation of or performance under the Contract Documents shall be referred initially to the Engineer for decision, which he shall render in writing within a reasonable time.

Either the Owner or the Contractor may demand arbitration with respect to any such claim, dispute or other matter that has been referred to the Engineer, except any which have been waived by the making or acceptance of final payment, such arbitration to be in accordance with Article 5. However, no demand for arbitration of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the Engineer has rendered his decision or (b) the tenth day after the parties have presented their evidence to the Engineer if he has not rendered his written decision before that date. No demand for arbitration shall be made later than thirty days after the date on which the Engineer rendered his written decision in respect of the claim, dispute or other matter as to which arbitration is sought, and the failure to demand arbitration within said thirty days' period shall result in the Engineer's decision being final and binding upon the Owner and the Contractor. If the Engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.

4. ORDER OF WORK: USE OF COMPLETED PORTIONS

The Contractor shall complete any portion or portions of the work in such order of time and shall direct the application of forces to any portion of the work, as in the judgment of the Engineer is required. The Owner shall have the right to take possession of and use any completed or partially completed portions of the work even though the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed as acceptance of that portion of work by the Owner.

5. ARBITRATION

All decisions of the Engineer shall be final except in cases involving time or financial considerations, which, if no agreement regarding such cases is reached, shall be subject to arbitration. The demand for and procedure of arbitration, and the selection of arbitrators shall conform to the practice recommended by the Joint Conference on Standard Construction Contracts, as set forth in the "Standard General Conditions for Engineering Construction", issued by said Joint Conference.

6. ENGINEERING STAKES

Unless otherwise indicated in other sections of the Contract Documents, the Contractor shall furnish, set and maintain without cost to the Owner, suitable stakes, grade boards, temporary structures, templates and other materials for establishing and maintaining points, marks, and lines, and shall furnish the Engineer with such assistance as he may require in checking such points, marks, or lines and in checking measurements necessary in the prosecution of the work.

The Contractor shall be held responsible for the preservation of all stakes and marks.

7. DEFECTIVE WORK

When any material not conforming to the requirements of the Contract Documents has been delivered upon the site of the Project or incorporated in the work, or when any work performed is of inferior quality, such material or work shall be considered as defective and shall be immediately removed and renewed or made satisfactory as directed by the Engineer, at the expense of the Contractor. Failure or neglect on the Engineer, to condemn or reject any bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials, if such bad or inferior material or work becomes evident at any time prior to the final acceptance of the work and the release of the Contractor by the Owner; nor shall it be construed as barring the Owner at any subsequent time from the recovery of damage in such sum of money as may be needed to build anew all portions of the work in which fraud was practiced or improper materials hidden, whenever found.

The Contractor shall remove at his own expense any work or material condemned, and shall rebuild and replace the same without extra charge, or in case the Engineer should not consider the defect of sufficient importance to require the Contractor to rebuild or replace any imperfect work or material, he shall have the power and is hereby authorized to make an equitable deduction from the stipulated price.

The Contractor shall promptly move from the premises all materials condemned by the Engineer as failing to conform to the Contract Documents whether incorporated in the structure or not, and the Contractor shall promptly replace his own work in accordance with

the Contract and without expense to the Owner, and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, or if materials previously condemned and removed from the site of the work are subsequently found at the same or other site of work, the Owner may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) days thereafter, the Owner may, upon ten (10) days written notice, deduct all the costs and expenses of such removal from any monies that may be due the Contractor.

8. MATERIALS

A. The Contractor shall furnish the Engineer, promptly after the award or execution of the Contract, with a complete statement of the origin, composition and manufacture of all materials to be used in the construction of the Project. Only materials conforming to the requirements of the Contract Documents and approved by the Engineer shall be used in the work.

B. Representative preliminary samples of the materials, of the character and quality prescribed in the Contract Documents, shall be submitted when indicated or directed, for advance examination or test, and written approval of the quality of such samples shall be received by the Contractor prior to obtaining materials from the respective sources of supply.

C. Samples of all materials requiring laboratory tests shall be taken under the direction or supervision of, or in the manner prescribed by the Engineer, and such materials shall not be used until accepted as the result of such tests, and then only so long as the quality of the material remains equal to that of the accepted sample. The acceptance at any time of any material shall not be a bar to its future rejection if it is subsequently found to be defective or inferior in quality of uniformity to the material specified.

D. Required laboratory tests of materials shall be made by a testing laboratory or agency selected or approved by the Engineer and in accordance with the methods indicated herein. When standard specifications and serial numbers of technical societies and associations are stipulated, the reference shall be construed to be the latest of such specifications and serial numbers.

E. The Contractor shall be responsible for payment for all laboratory tests, mill inspection and tests conducted by the testing laboratory or agency at the shops or mills of the producers.

F. For tests or inspections conducted by, and at the option of, the Engineer, at sites other than the testing laboratory and not under the jurisdiction thereof, the Contractor, without cost to the Owner, shall furnish all material, labor, tools, and equipment, and every facility for the verification of the accuracy of all scales, measures and testing equipment, necessary for such tests or inspections.

G. The Contractor shall permit or arrange with the producer to permit the Engineer or any agent of the testing laboratory to inspect or test any and all material being used or to be used, at any time before, during or after its preparation, or while being used during the progress of the work or after the work has been completed.

H. Materials shall be stored so as to insure preservation of their specified quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard and clean surfaces, and not on the ground, and shall be placed under cover when directed. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without permission of the Owner or lease of the property.

I. If any material intended for use in the construction of this Project has been inspected and rejected after such materials have been delivered to the Site, all such rejected material shall be immediately removed from the property by the Contractor.

9. EQUIPMENT AND MACHINERY

All apparatus, mechanisms, equipment, machinery and manufactured articles for incorporation in the work shall be the new and unused standard products of recognized reputable manufacturers.

Unless otherwise specifically provided in the Contract Documents, all workmanship, equipment, materials, and articles incorporated in the work covered by this Contract are to be of the highest quality and grade of their type. Whenever in the Contract Documents, any material, article, device, product, fixture, form, type of construction, or process is indicated or specified by patent or proprietary name, by name of the manufacturer, or by catalog number, such shall be deemed to be used for the purpose of establishing a standard and shall be deemed to be followed by the words "or approved equal."

Where the Contractor desires to use a non-specified item or method, which is considered to be an "approved equal" to the item or method specified, the approval of the Engineer must be obtained. The Engineer shall be the sole judge as to the quality of the item or method proposed by the Contractor.

All equipment and machinery, and parts and assemblies thereof, entering into the work shall be tested as specified. Unless waived in writing by the Engineer all field and operating tests shall be made in the presence of the Engineer or his authorized representative. When such a waiver is issued, sworn statements in duplicate of the tests made and the results thereof shall be furnished to the Engineer by the Contractor or manufacturer. Costs of all tests and trials, with the exception of the Engineer's expenses, shall be borne by the Contractor and shall be included in the Contract Price. Inspections or tests of apparatus, machinery, or equipment shall be made at the option of the Engineer at the point of production, manufacturer, installation or shipment.

Unless otherwise provided in the Agreement all machinery and equipment, parts and assemblies thereof to be furnished and installed by the Contractor, shall be guaranteed against defective materials and workmanship by the Contractor for a period of one (1) year from the date indicated on the Certificate of Substantial Completion. In the event of failure of any part or parts during the period specified, due to the above causes, the affected part or parts shall be replaced by the Contractor promptly upon notice of the Owner. In the event of failure of prompt replacement by the Contractor, such replacement may be made by the Owner at the Contractor's expense.

10. OBSERVANCE OF LAWS

The Contractor shall at all times observe and comply with all Federal and State laws and local by-laws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees on the Project, as well as all orders or decrees which have been promulgated or enacted, or which may be promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the work, materials, equipment, employees or the Contract.

11. REGULATIONS OF THE DEPARTMENT OF LABOR AND INDUSTRY

Special attention is drawn to the regulations of the State Department of Labor and Industry relating to trenches and excavations, tunnel construction, equipment, materials, labor, safety, sanitation, and other regulations on which the Contractor shall be fully informed and with which he shall fully comply.

The Contractor shall receive no additional compensation for sheeting, bracing and shoring, or other work or materials required on his part solely for the purpose of conforming to the regulations of the State Department of Labor and Industry. Observance of and compliance with said regulations shall be solely and without qualification the responsibility of the Contractor, without reliance or superintendence of or direction by the Owner or Engineer.

12. SANITARY CONVENIENCES

Sanitary conveniences complying with the regulations of the State Health Department or other bodies having jurisdiction therewith, shall be provided for the use of the workmen, and their exclusive use strictly enforced.

13. PERMITS AND LICENSES

With the exception of Pennsylvania Department of Transportation, Pennsylvania Department of Environmental Resources, and Railroad crossing permits, which will be obtained by the Owner, the Contractor shall procure all necessary permits and licenses, pay all charges and fees, therefore, and shall give all notices necessary and incident to the proper and lawful prosecution of the work. The cost thereof shall be included in the prices bid for the various items scheduled in the Proposal.

Where work in to be done by the Contractor in placing any pipe or other construction under or within the right-of-way of the Pennsylvania Department of Transportation, Pennsylvania Department of Environmental Resources or railroad company, the Contractor shall be guided by the requirements of the agency or company involved, and shall consult with the officials thereof, relative to the installation. If the agency or railroad company requires any of their personnel to be on hand for supervisory duties in connection with the work, all charges relative to payment for such services shall be borne by the Contractor.

14. PATENTS AND ROYALTIES

The Contractor agrees to indemnify and save harmless the Owner from all suits or actions of every nature and description brought against him, for or on account of the use of patented appliances, products, or processes, or the infringement of any patent, trademark, or copy-right, and the Contractor shall pay all royalties and license fees in connection therewith.

15. NO WAIVER OF LEGAL RIGHTS

Neither the Owner nor the Engineer shall be precluded or stopped by any measurements, estimate or certificate made or given by them or by their agents or employees, under any provisions or provision of the Contract at any time, either before or after the completion and acceptance of the work and payment thereof pursuant to any measurements, estimate or certificate, from showing the true and correct amount and character of the work performed and materials furnished by the Contractor or from showing at any time, that any such measurement, estimate or certificate is untrue or incorrectly made in any particular, or that the work or materials or any part thereof, do not conform in fact to the Contract Documents. The Owner shall have the right to reject the whole or any part of the aforesaid work or materials, should the said measurements, estimate, certificate of payments be found, or be known to be inconsistent with the terms of the Contract, or otherwise improperly given, and the Owner shall not be precluded and stopped, notwithstanding any such measurements, estimate, certificate and payment in accordance therewith and from demanding and recovering from the Contractor or his Surety such damages as the Owner may sustain by reason of the Contractor's failure to comply with the terms of the Contract Documents or on account of any overpayment made on any estimate or certificate. Neither the acceptance by the Owner, the Engineer, or any of their agents or employees, nor any certificate by the Owner for payments of money, nor any payments for, or acceptance of the whole or any part of the work by the Owner or Engineer, nor any extension or remission of time, nor any possession taken by the Owner or his employees shall operate as a waiver of any portion of the Contract or any power herein reserved by the Owner, or any right to damages herein provided, nor shall any waiver of any breach of the Contract be held to be a waiver of any other or subsequent breach. All remedies provided in this Contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy provided.

16. CARE OF PUBLIC AND PRIVATE PROPERTY

The Contractor shall take all necessary precaution to prevent damage to all overhead and underground structures and to protect and preserve property within or adjacent to the Project and shall be responsible for damage thereto. Special care must be used by the Contractor in the prosecution of the work in order to avoid interference or damage to any operating utilities or plants. However, where there is a possibility of such interference or damage, the Contractor shall make satisfactory arrangements with responsible officers or with the Owners of the utilities or plants, covering the necessary precautions to be used as safeguards during the performance of the work by the Contractor.

Such arrangement shall be made before work is started and shall be subject to the approval of the Engineer which approval will not be considered as releasing the Contractor from any responsibility for the acts of himself or his employees or representatives. The Contractor shall protect all land monuments and property markers, which will be affected by the construction until they have been correctly referenced. Monuments and markers, which are disturbed by the Contractor during the construction of the Project or otherwise, shall be satisfactorily reset by him at his expense when and as directed. The Contractor shall make good any damage or injury to public or private property and shall promptly make restitution for, or proceed to repair or otherwise restore such damage or injury to property as may be deemed necessary by the Engineer. The Contractor will be held responsible for the protection of or damage done to trees to be left standing and if any are damaged, the Contractor shall have them promptly repaired at his own expense by a qualified tree surgeon, or replaced as required.

17. PRELIMINARY INSPECTION

Unless the requirement is waived by the Engineer, prior to the start of actual construction operations, the Contractor or his authorized representative shall go over the project accompanied by the Engineer or his designated representative and shall observe for himself, with the approved Drawings before him, all pertinent conditions relative to the Contract, including the status of rights-of-way and structures, obstructions, or other objects to be removed, altered or changed.

18. SAFETY AND PROTECTION: EMERGENCIES

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

A. All employees on the work and other persons who may be affected thereby.

B. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards and promulgating safety regulations. He will notify owners of adjacent utilities when prosecution of the work may affect them. When the use or storage of explosives or other hazardous materials is necessary for the prosecution of the work, the Contractor will exercise the utmost care and will carry on such activities under the supervision of properly qualified personnel. All damage, or loss to any property referred to above caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by the Contractor, except damage or loss attributable to the fault or drawings or specifications or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

The Contractor will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be in the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Engineer.

In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the Engineer prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the Contractor believes

that additional work done by him in an emergency, which arose from causes beyond his control, entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore, as provided in Article 27.

19. VIOLATION OF CONTRACT

The Owner, upon written notice from the Engineer, or other satisfactory proof, and after having given written notice to the Contractor and his Surety of delay, neglect, or default on the part of the Contractor, shall have full power and authority, without violating the Contract, to declare the Contractor in default on any of the following counts:

A. Failure to begin work within the time specified in the Notice to Proceed;

B. Failure to perform the work with sufficient properly skilled workmen and/or proper equipment, or with sufficient materials to insure the completion of said work in accordance with the terms of the Contract;

C. Neglect or refusal to remove materials or perform anew such work as may be rejected as defective or unsuitable;

D. Halting prosecution of the work without approval of the Engineer;

E. Insolvency or bankruptcy, or committing any act of bankruptcy or insolvency;

F. Allowing a final judgment to stand unsatisfied for a period of forty-eight (48) hours;

G. Making an assignment for the benefit of creditors;

H. Failure or refusal, within ten (10) days after written notice, by the Owner, to make payment or show cause why payment should not be made, of any amounts due for labor or materials;

I. Failure to protect, repair, or make good any damage or injury to property as provided in Article 16;

J. If a receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within twenty (20) days after such appointment or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days after such appointment;

K. If the Contractor shall refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period; or

L. If the Contractor should fail or refuse to regard laws, ordinances or the instruction of the Engineers, or otherwise be guilty of a substantial violation of any provisions of this Contract;

M. If the Contractor should fail to maintain the Insurance required under Article 17 of the Instructions to Bidders for the life of the Contract.

After the Owner has declared the Contractor in default, and given him three (3) days written notice, the Owner shall have authority to take the prosecution of the work out of the hands of the Contractor, and appropriate or use any materials and equipment of the Contractor assembled for the Project, and may enter into a contract for the completion of the work.

Should the Owner elect to take the prosecution of the work out of the hands of the Contractor, the Owner may at its option, notify and require the Surety to complete the Contract according to Contract terms, or the Owner may, at its option, complete the Contract with its own forces, in which case the Owner may take all right, title and interest in and to the equipment and materials owned by the Contractor and assembled for use in the execution of the Contract.

If the completion of the Contract by any of the methods described above results in financial loss to the Owner, the Owner may dispose of any of the remaining equipment and materials taken over without further legal processes. Any equipment or materials not required for completion or recoupment of loss or for legal charges against the Contract, or any balance remaining from the disposition of materials and equipment, after deducting losses by the Owner, shall be turned over the party legally or equitable entitled thereto.

20. CONTRACTOR'S RIGHT OF TERMINATION

If, after Notice to Proceed is given, the work is stopped by order of the Owner for a continuous period of ninety (90) days for any cause other than weather conditions or any act of the Contractor, the Contractor shall have the right to terminate this Contract after seven (7) days' written notice to the Owner of such action, provided that order to resume work is not issued by the Owner within such period of seven (7) days. Failure by the Owner to make payment to the Contractor within fifteen (15) days after expiration of the time allowed for such payment by the Contract Documents shall give the Contractor the right to suspend work until payment is made, or at his option, after seven (7) days' notice in writing, should the Owner, continue in default, to terminate this Contract. The Owner shall be barred from making any claim against the Contractor for delay in completion of the work due to the suspension or failure to pay.

In the event of such Contract termination, the Contractor shall be paid as provided in the Contract for all work done and completed in accordance therewith and he shall also be paid, as determined by the Engineer for all extra costs incurred by him due to termination of the Contract, but shall not be paid any amount for loss of anticipated profit on any work not done or not completed.

21. RESPONSIBILITY OF CONTRACTOR

The Contractor shall be responsible for the entire Project determined by the Contract Documents, from the date of the starting of the work until it is accepted as evidence by approval of the Completion Certificate by the Owner. He shall be responsible for removals, and replacements due to action of the elements and all other causes except as otherwise provided in the Contract Documents. The Contractor shall keep the Contract under his own control and it shall be his responsibility to see that the work is properly supervised and carried on faithfully and efficiently. The Contractor shall supervise the work personally or shall have a competent superintendent or representative, who shall be on the site of the Project at all working hours to receive orders and directions from the Engineer and who shall be clothed with full authority by the Contractor to execute such orders without delay and make

arrangements for all necessary materials, equipment and labor.

Renewals or repairs necessitated because of defective materials or workmanship, or due to action of the elements or other natural causes, including fire and flood, prior to the acceptance as determined by the Completion Certificate, shall be done anew in accordance with the Contract Documents at the expense of the Contractor.

22. CONTRACT TIME

The Contract time for completion of the work based either upon consecutive calendar days or a definite calendar date, shall be as specified in the Agreement.

If a number of calendar days is specified, Sundays and legal holidays shall not be included in the computation of the number of consecutive calendar days used in completion of the Contract.

On the basis either of calendar days or of date of completion, in computing the time spent in the execution of the work, no allowance will be made for days or parts of days on which work was suspended or delayed in consequence of an act or omission, such as the non-delivery of materials, or breakdowns of equipment, or failure of the Contractor to obtain or employ sufficient labor or equipment to prosecute the work, or other such reasons or causes which are the responsibility of the Contractor.

Adjustments or extensions of the calendar days or the date of completion will be granted only as hereinafter specified.

If the Engineer in writing suspends the work wholly or in part, as set forth in Article 24 of this Section, but not for reasons, which are the responsibility of the Contractor, the time for completion of the work may be extended by the Engineer. After such suspension of work has expired the Contractor shall have a sufficient time to complete the work remaining to be done, at the rate of progress originally determined by the Owner for the performance of the work and extension of contract item may be made accordingly. In the event working time is extended as aforesaid, such action shall not be construed as relieving the Contractor from his responsibility for lack of satisfactory progress prior to such suspension period. In the event the working time is extended as aforesaid and the Contractor was ahead of the schedule, as estimated by the Engineer, at the time work was suspended, due credit will be given for such advanced progress in computing the extension.

If the Contractor shall be delayed in the completion of the work by reason of unforeseeable or inevitable causes beyond his responsibility, without his fault or negligence, the period specified for completion of the work may be extended by such time as shall be determined by the Engineer, provided that application for extension be made, in writing by the Contractor, not later than two (2) weeks following the dates for which said extension is claimed.

The question of whether or not there is a justifiable cause for granting an extension of time as herein provided shall be determined by the Engineer on the basis of the conditions encountered or leading to such causes. No additional payment will be allowed for damage to or reconstruction of work, previously performed by the Contractor, by or on account of such causes. No extensions of time shall be deemed a waiver by the Owner of any obligations of the Contractor under the terms of the Contract nor as relieving the Contractor from full responsibility thereunder.

Suspension of work due to unsuitable weather or unfavorable conditions will be considered as valid causes for extension of the contract working time, with written approval of the Engineer.

23. LIQUIDATED DAMAGES

For each calendar day, with the exception of Sundays and legal holidays, that any work shall remain uncompleted after the time specified for the completion of the work provided for by the Agreement, the sum per calendar day specified in the Agreement, shall be deducted by the Owner from monies due the Contractor, not as a penalty but as liquidated damages. Extensions may be made by the Engineer, at his discretion, over the period specified for the completion of the work, for causes for which the Contractor is not responsible and which must delay the completion of the work, and in such case the Contractor shall become liable for liquidated damages for delays commencing from the date on which the extended period shall expire.

Liquidated damages when charged as provided herein, shall be deducted from the Final Estimate amount payable to the Contractor or his Surety. If the total amount chargeable as liquidated damages exceeds the amount payable to the Contractor or the Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

24. TEMPORARY SUSPENSION OF WORK

The Engineer shall have authority to suspend the work wholly or in part, due to unsuitable weather, or such other conditions as are considered unfavorable for the suitable prosecution of the work, or due to the failure on the part of the Contractor to carry out orders given or to perform any provisions of the Contract, or due to unforeseen conditions which had not been provided for in estimating the Contract time required for completion of the work. No claim for damages or loss of profit may be advanced by the Contractor by reason for such temporary suspension.

If the Engineer suspends the work in part, he shall have authority to direct the Contractor to perform such other parts or items of work which, in his opinion, may be performed with favorable results and advantageously for the time of completion of the Project, and shall notify the Contractor accordingly in writing.

If it should become necessary to suspend work for a sustained or an indefinite period, the Contractor shall store all materials satisfactorily, and he shall take every precaution to prevent damage or deterioration of the work performed. The Contractor shall resume work after such suspension upon written notice from the Engineer. All of the work outlined in this article shall be performed at the Contractor's expense.

25. CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE

The Contractor will supervise and direct the work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the work he will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. He will at once report in writing to the Engineer any conflict, error or discrepancy which he may discover.
The Contractor will be responsible to see that the finished work complies accurately with the

Contract Documents.

The Contractor will keep on the work at all times during its progress a resident superintendent satisfactory to the Engineer. The superintendent shall not be replaced without the consent of the Engineer except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

The Contractor will provide competent, suitably qualified personnel to survey and layout the work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order among his employees at the site.

The Engineer will not be responsible for the acts or omissions of the Contractor, or any subcontractors, or any of his or their agents or employees or any other persons performing any of the work.

26. NONCOMPLIANCE OF CONTRACTOR

In addition to the elective measures the Owner may take for violation of the Contract as provided in Article 19, he shall also have the discretionary right to take any or all of the following actions if the Contractor fails, neglects, or refuses to comply with the requirements of Articles 7, 16, 18, 24, 32 or 33.

A. He may shut down the work until the requirements of the violated articles are met by the Contractor. In such event no remission will be made in working time for the period for which the work is shut down.

B. He may withhold payment of estimates for work completed until the requirements of the violated article are met by the Contractor.

C. He may enter upon the Project and perform such work as may be necessary to meet the requirements of the article violated and deduct the cost thereof from monies due or which may become due the Contractor or the Surety, or in the absence of any monies due the Contractor or the Surety, he shall be fully reimbursed for such costs by the Contractor or the Surety.

However, if the Contractor fails to comply with the requirements of Article 24, the Owner shall not proceed as provided herein until three days after written notice to the Contractor and his Surety that such action will be taken.

27. CHANGES IN WORK AND CONTRACT PRICE

A. Change in Work

Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the work. These will be authorized by Change Orders. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in (B) following.

Additional work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price, except in the case of an emergency affecting the safety of persons or the work or property at the site or

adjacent thereto. In such cases the Contractor, without special instruction or authorization from the Engineer or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the Engineer prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the Contractor believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in (B) below.

It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the Owner upon request.

B. Change in Contract Price

The Contract Price constitutes the total compensation payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price. The Contract Price may only be changed by a Change Order.

If the Contractor is entitled by the Contract Documents to make a claim for an increase in the Contract Price, his claim shall be in writing delivered to the Owner and the Engineer within 7 days of the occurrence of the event giving rise to the claim. All claims for adjustments in the Contract Price shall be determined by the Engineer if the Owner and Contractor cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

(1) Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

(2) Where the Contract has been awarded for a lump sum price or where a significant portion of the Contract Price is based on a lump sum price by application of unit prices resulting from the breakdown of the lump sum Contract Price as required by Article 30.

(3) Where the change in work is not covered by unit prices available from (1) or (2) above, the following methods in the order given shall then apply:

   a. By mutual acceptance of a lump sum amount.

   b. By cost and a percentage of these costs to cover overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workman's compensation, etc.) materials, equipment, and other incidentals directly related to the work involved. The addition for overhead and profit shall not exceed twenty (20) percent of these costs.

28. MEASUREMENT

All work completed under this Contract shall be measured by the Engineer according to the United States Standard measures. No extra or customary measurements of any kind shall be allowed in measuring any work, only the actual lengths, areas, solid contents, weights, or numbers, shall be considered and the lengths shall be measured on center lines of the work, whether the same be straight or curved, unless specified differently.

29. PRESENTATION OF CONTRACTOR'S CLAIMS

Neither the Contractor nor the Surety shall be entitled to present any claims to the Owner or the Board of Arbitration, either during the prosecution of the work or upon completion of the Contract, for additional compensation for work performed or any other cause, unless the Contractor or Surety shall have given the Owner notice of intention to present such claims within (10) ten days from the happening of the event, thing, or occurrence giving rise to the alleged claim. However, the Contractor or Surety shall not be denied the right to present any claim, which is based on differences in measurements or errors of computations which were not disclosed until preparation of the Final Estimate.

30. PAYMENTS TO CONTRACTOR

Partial payments on the Contract will be made during the progress of the work based on the value of the work done except as provided in Article 29, and in accordance with the provisions of the Agreement. These partial payments are merely estimates and subject to correction in any succeeding estimate or in the final payment, and shall not bind the Owner to the acceptance of any materials furnished or work done. Completed additional or extra work which has been approved by the Engineer will be included in partial payments. On lump sum contracts, the Contractor shall prepare an itemized breakdown of the value of the several classes of work, which after approval will be used by the Engineer on computing the value of work done and amounts due on current estimates.

Certain material stored but not yet incorporated into the work may be included in partial payments only when the Contractor provides invoices to show that such material has been received by the Contractor and delivered to an approved location, and when said material will not be stored for more than ninety (90) days. The Contractor may be paid 100% of the cost of the material, less the pro-rata share of the retainage provided that the cost does not exceed ninety percent (90%) of the Contract Price for the contract item and the cumulative costs do not exceed twenty-five percent (25%) of the current Contract amount.

The cost of surplus stored material, which payment previously has been made to the Contractor but has not been incorporated in the final measured work, will not be included in the final payment. Surplus stored material is the property of the Contractor.

Once each month, the Contractor shall prepare and submit to the Engineer an estimate of the value of work completed to the end of the period covered by the estimate. Ninety percent (90%) of such value less the aggregate of previous payments will be normally paid to the Contractor within thirty (30) days following the date of the Owner's regular meeting. However, in situations where the Project is being funded through state and/or federal funds such as the Community Facilities Program or the Community Development Block Grant Program, the Contractor will be paid at the time when such funding is disbursed to the Owner from the federal or state agency.

When construction is fifty percent (50%) complete, periodic payments will be increased to ninety-five percent (95%) of the value of the work completed less the aggregate of previous payments.

Upon substantial completion of the work and operational and beneficial occupancy has been attained, as determined by the Engineer, the retained amounts shall be reduced to an amount necessary to assure completion of the work as determined by the Engineer.

Upon completion of all work under the Contract, the Engineer will determine whether final payment is in order. Upon such determination by the Engineer, a Final Estimate will be prepared by the Contractor with payment being made in accordance with the procedure and requirements of Article 31.

31. ACCEPTANCE AND FINAL PAYMENT

Unless otherwise provided in the Agreement, upon notification by the Contractor that he has completed the work under the Contract, the Engineer shall make an inspection to determine whether the work is fully completed. The Contractor shall at his own expense, provide the Engineer with all labor, tools or equipment that may be required by the Engineer in making such inspection.

As soon as practicable after such inspection and after the Engineer is satisfied that the work is fully completed, the Contractor will compute the entire amount of each item of work performed and the Contract value thereof, the amount and value of all additions, and the amount and value of all deductions, if applicable; and will from this, prepare a Final Estimate and present it to the Engineer.

The Engineer shall either approve the Final Estimate or request that the Contractor revise the Final Estimate.

If necessary, it shall be the duty of the Contractor to revise and return the Final Estimate to the Engineer within fifteen (15) days from the date the Final Estimate is returned by the Engineer. If the Contractor fails to return the executed Final Estimate or notify the Engineer in writing of his rejection within said fifteen (15) days, the Engineer will consider any objections raised and will direct the Contractor to either resubmit the Final Estimate or submit a revised Final Estimate.

Upon receipt of the Final Estimate from the Contractor, or upon failure of the Contractor to accept or reject the Final Estimate within the time designated, the Engineer shall submit to the Owner said Final Estimate certifying the final price of all work performed under the Contract.

Unless the Owner rejects the Final Estimate, payment will be made to the Contractor based on this Final Estimate normally within thirty (30) days of the Owner's regular meeting at which the Final Estimate is presented to the Owner. However, in situations where the Project is being funded through state and/or federal funds such as the Community Facilities Program or the Community Development Block Grant Program, the Contractor will be paid at the time when such funding is disbursed to the Owner from the federal or state agency.

If liquidated damages have been determined by the Owner to be applicable to this Contract and are to be deducted from the amount due the Contractor under the Final Estimate, the Owner shall inform the Contractor in writing of the deductions to the amount due and of the

net amount to be paid, and payment of the net amount will be made to the Contractor.

In the event that the Owner rejects the Final Estimate, the Owner will direct the Contractor to revise the Final Estimate and resubmit it to the Engineer.

In the event mutual agreement on the Final Estimate between the Owner and Contractor cannot be obtained, arbitration procedures in accordance with Article 5 will be used.
The Owner may withhold final payment pending receipt of:

A. A written statement in a form satisfactory to the Owner and under seal from the Surety that payment of the amount shown in the Final Certificate to the Contractor shall not relieve the Surety of any obligations to the Owner as set forth in the Surety's bonds.

B. An affidavit and such other satisfactory evidence as may be required that all labor, material, and indebtedness arising out of performance of the Contract have been paid; and that all other claims against the Contractor or subcontractors arising out of performance of the Contract either have been paid or that the Contractor has in force such Public Liability and Property Damage Insurance as will fully protect him and his subcontractors from any such claims as may be pending or that may there after arise; and

C. A satisfactory Maintenance Bond.

The action of the Owner by which the Contractor is to be bound and work concluded, according to the terms of the Contract, shall be evidenced by payment of the Final Certificate. All prior certificates or estimates upon which payments have been made being partial payments and subject to correction in the final payment.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Performance, Labor and Material Payment or Maintenance Bonds.

32. PAYMENT TO CONTRACTOR AND INDEMNIFICATION

All work covered by partial payment made shall thereupon become the sole property of the Owner, but his provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the owner to require the fulfillment of all terms of the Contract Documents.

The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived.

If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but

in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract documents by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payments made in good faith.

If the Owner fails to make payment within thirty (30) days after approval by the Engineer and the Owner, or within seven (7) days after the Owner receives payment from the state and/or federal funding services, whichever is later, in addition to other remedies available to the Contractor there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

33. CONTRACTOR'S GUARANTEE

The Contractor shall guarantee his work, and shall remedy without cost to the Owner any defects which may develop therein during the guarantee period. The guarantee period shall be for one (1) year from the date as certified by the Engineer when the Project's construction is substantially complete for the Project to be utilized for the purpose for which it is intended. In the event that the date of substantial completion precedes the date upon which the Owner initiates utilization of the Project, the guarantee period will then commence upon the date which the Owner utilizes the project or the date of final payment, whichever comes first.

Upon written request by the Contractor, the Engineer will consider establishing separate dates of substantial completion and guarantee period for separate parts of the Project which will be utilized prior to other parts of the Project.

If after written notice to the Contractor and his surety, the Contractor fails to remedy such defects, the Owner may declare the Contractor in default and may notify and require the surety to remedy such defects under the terms of the Maintenance Bond.

34. SUBCONTRACTS

The Contractor shall, as soon as practicable after the signing of the Contract, notify the Owner through the Engineer in writing of the names of any subcontractors proposed for the principal parts of the work and for such others as the Engineer may direct, and shall not employ any that the Engineer may, within a reasonable time, object to as incompetent or unfit.

The Engineer shall, on request of any subcontractor, furnish to that subcontractor, wherever practicable, evidence of the amounts certified in his account.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

35. RELATIONS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor agrees to bind every subcontractor and every subcontractor agrees to be

bound by the following provisions of this article, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

A. The subcontractor agrees:

1) To be bound to the Contractor by the terms of the Contract Documents and to assume toward him all the obligations and responsibilities that he, by these Contract Documents, assumes towards the Owner.

2) To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment.

3) To make all claims for extras, for extensions of time and for damages for delays or otherwise, to the Contractor in the manner provided in these Contract Documents for like claims by the Contractor upon the Owner, except that the time for making claims for extra cost is one (1) week.

B. The Contractor agrees:

1) To be bound to the subcontractor by all the obligations that the Owner assumes to the Contractor under the Contract Documents and by all the provisions thereof affording remedies and redress to the Contractor from the Owner.

2) To pay the subcontractor, upon the issuance of certificates, the amount allowed to the Contractor on account of the subcontractor's work to the extent of the subcontractor's interest therein.

3) To pay the subcontractor, upon the issuance of certificates, so that at all times the total payments shall be as large in proportion to the value of the work done by the subcontractor as the total amount certified to the Contractor is to the value of the work done by the latter.

4) To pay the subcontractor to such extent as may be provided by the Contract Documents or the subcontract, if either of these provides for the earlier or larger payments than the above.

5) To pay the subcontractor on demand for his work or materials as far as executed and fixed in place, less the retained percentage, at the time the certificate should issue even though the Engineer fails to issue it for any cause not the fault of the subcontractor.

6) To make no demand for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the subcontract.

7) That no claim for services rendered or materials furnished by the Contractor to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

C. The Contractor and subcontractor agree:

1) That nothing in this Article shall create any obligation on the part of the Owner

to pay, or to see to the payment of, any sums to any subcontractor.

36. USE OF LANDS

The Owner shall provide the lands upon which the work under this Contract is to be done except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of materials, together with right of access thereto. The Contractor shall conduct no operations outside the lines of the property leased or owned or authorized for such use by the Owner without permission of the Owner.

37. WORKING CONDITIONS

A. No night, Sunday, or holiday work requiring the presence of the Engineer or his representative will be permitted except in cases of emergency, and then only with the written consent of the Engineer and to such an extent as he may judge necessary.

B. No work shall be done under this Contract when in the opinion of the Engineer, the weather is unsuitable for good and careful work to be performed. Should the severity of the weather continue such that the work cannot be prosecuted successfully, the Contractor, upon order of the Engineer, shall cease all such work until directed to resume the same. In the latter case, suitable extension of time shall be allowed to compensate for time actually lost as provided for in Article 22.

C. The Contractor shall arrange for and be responsible for a sufficient amount of illumination at all times, subject to the direction of the Engineer, to carry on all phases of the work.

38. PROGRESS CHARTS

Unless the requirement is waived by the Engineer, the Contractor shall, within seven (7) days after issuance of Notice to Proceed, prepare and submit to the Engineer for approval, a practicable and feasible schedule showing the order in which the Contractor proposes to carry on the work, the dates on which he will start the several salient features (including procurement of equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale so as to appropriately indicate the percentage of work completed at any time. The Contractor shall enter the actual progress at the end of each month and shall immediately deliver to the Engineer three (3) copies of the same.

39. NOTICE

The service of any notice by the Owner or Engineer to the Contractor or by either party of the Contract to the Engineer or other party of the Contract, shall be considered accomplished upon completion of any one of the following procedures.

A. When delivered, in writing, to the person in charge of the office used by the addressee to conduct business as given in the Proposal or Agreement;

B. When delivered, in writing, to the addressee or any of his authorized agents in person;

C. When delivered, in writing, to the addressee or any of his agents at the office used by the addressee to conduct the business of this Contract or near the Site of the work;

D. When deposited in the United States Mail, postpaid, and addressed to the party intended for such service at his office used for conducting the business of this contract at the site of the work, or his last known place of business; or

E. When filed at any company operated office of the Western Union Telegraph Co. and addressed to the party intended for such service at his last known place of business or for conducting the business of this Contract at the site of the work.

40. CLEANING SITE

The Contractor shall at all times keep the Project Site free from accumulations of waste material or rubbish caused by the work. Before the work will be considered as having been completed, the Contractor shall clean and remove from the Project and adjacent property all surplus and discarded materials, equipment and temporary structures, and restore, where applicable, to the extent as required by other sections of these Contract Documents.

41. PUBLIC CONVENIENCE AND SAFETY

The Contractor shall conduct the work so as to insure the least obstruction to pedestrian and vehicular traffic. The convenience of the general public and of residents adjacent to the Project shall be provided for in an adequate and satisfactory manner. Unless otherwise directed, sidewalks and crossings shall be kept open for pedestrians. Streets shall not be unnecessarily obstructed and unless the Engineer authorizes the complete closing of a street, road, or alley, the Contractor shall provide for the maintenance of traffic thereon at his own expense.

The Contractor shall construct and maintain without compensation such adequate and approved temporary bridges over excavations as may be necessary or directed for the accommodation of pedestrians and vehicles.

Where fire hydrants are adjacent to the work they shall be at all times readily accessible to fire apparatus, and no material or other obstruction shall be placed within fifteen (15) feet of any such hydrant.

42. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Contract shall forthwith be physically amended to make such insertion.

43. LIENS

No liens shall be allowed for labor or materials furnished.

44. RIGHT OF PROPERTY IN MATERIALS

Nothing in this Contract shall be considered as vesting in the Contractor any right of property in materials used, after they shall have been attached to or incorporated in the work, nor in

materials which have been estimated for partial payment, but all such materials, upon being so attached, incorporated or estimated, shall become the property of the Owner.

45. ADVERTISING

No advertising will be permitted on any part of building, scaffolding, fences, materials, obstructions, barricades, or work.

46. OMITTED

47. COMPLIANCE WITH REGULATORY BODIES

Compliance with the regulations of any State, County, or Municipal Authority or of any Public Utilities such as the railroad, power and telephone companies shall not constitute the basis for additional compensation because of such compliance.

48. DEFENSE COSTS

The Owner and the Contractor agree that in the event either of them institutes a lawsuit against the other under this Contract, the plaintiff in such lawsuit shall pay to the defendant a portion of the defense costs, including investigations, engineering fees, attorney's fees, expert witnesses' fees and any other expenses of defense which may be incurred. Such portion of the defense costs shall bear the same relation to the total defense costs as the dollar amount of the plaintiff's claims which were not sustained by the court bears to the total dollar amount of the plaintiff's claims. The plaintiff shall pay such portion of the defense costs to the defendant within thirty (30) days after the defendant furnished the plaintiff with an itemized listing of the defense costs incurred.

Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner): Bullskin Township	From (Contractor):	Via (Engineer): Widmer Engineering Inc.
Project: Bullskin Township Fire Station Warning Devices Project	Contract: 1	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 25668

Application For Payment

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	$
2. Net change by Change Orders	$
3. Current Contract Price (Line 1 ± 2)	$
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	$
5. RETAINAGE:	
a. X _____ Work Completed	$
b. X _____ Stored Material	$
c. Total Retainage (Line 5.a + Line 5.b)	$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	$
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$
8. AMOUNT DUE THIS APPLICATION	$
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	$

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date:

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding or Financing Entity (if applicable) (Date)

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Change Order No. _____

Date of Issuance:		Effective Date:	
Owner:	Bullskin Township	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Widmer Engineering Inc.	Engineer's Project No.:	25668
Project:	Bullskin Township Fire Station Warning Devices Project	Contract Name:	

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $_____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: $_____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: $_____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: $_____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: $_____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

TECHNICAL SPECIFICATIONS

The technical specifications for the project will be constructed in accordance with PADOT Construction Specifications Publication 408 and PADOT Traffic Standards (TC-8800 Series) latest editions unless otherwise modified in this bid package.

Any reference to the 'Department' shall be read as the 'Owner'. Any reference to the 'District Engineer/Executive', 'Representative', or 'Inspector-in-Charge' shall be read as the 'Engineer'.

FLASHING WARNING DEVICE

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
12-0	FAYETTE	0982		1 OF 3
BULLSKIN TOWNSHIP				

REVISION NUMBER	REVISIONS	DATE	BY

CONSTRUCTION NOTES

POWERED DEVICES SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS STANDARDS AND RECOMMENDATIONS.

THIS SIGNAL WILL BE INSTALLED IN ACCORDANCE WITH THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION 408 SPECIFICATIONS AND THE TC-8800 STANDARD DRAWINGS.

PLACE POLES A MINIMUM OF 10' BEHIND THE EDGE OF THE ROADWAY/WHITE EDGE LINE.

SIGNS WILL BE PUSH BUTTON ACTIVATED AND FLASHING FOR APPROXIMATELY 30 SECONDS, AND MAY REQUIRE FIELD ADJUSTMENTS FOR LENGTH OF FLASHING OPERATION.

GENERAL NOTES

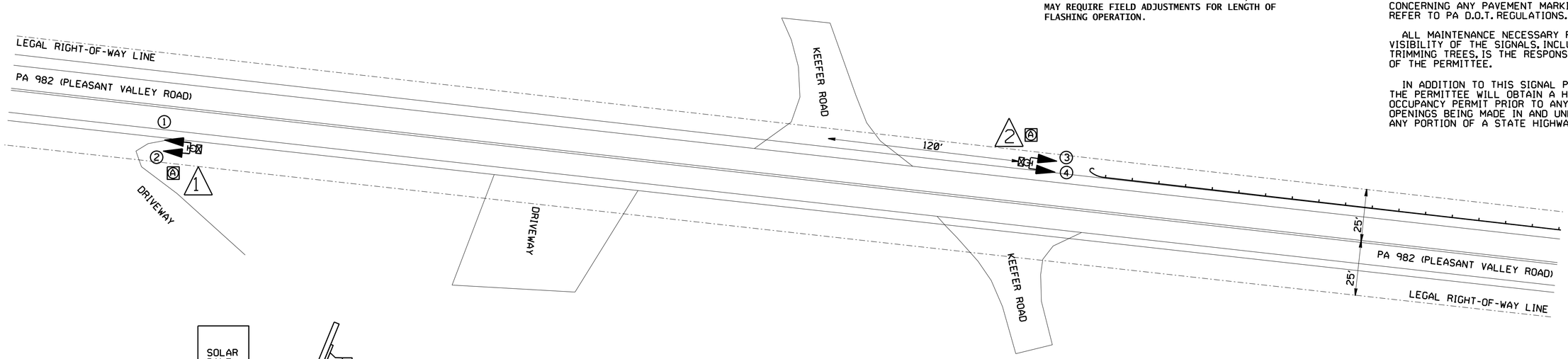
INSTALLATION, OPERATION AND MAINTENANCE OF FLASHING WARNING DEVICES SHALL BE IN ACCORDANCE WITH PENNSYLVANIA DEPARTMENT OF TRANSPORTATION REGULATIONS ON OFFICIAL TRAFFIC CONTROL DEVICES.

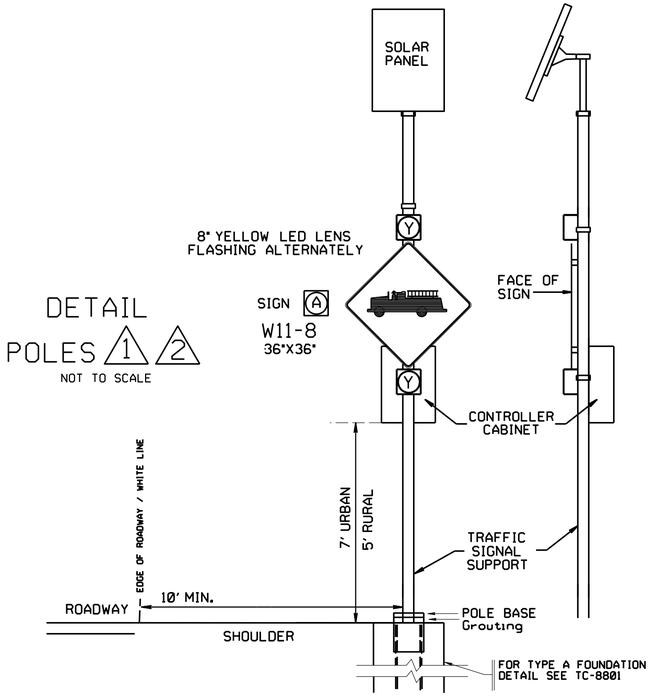
THIS DRAWING CAN NOT BE USED AS A CONSTRUCTION DRAWING UNLESS THE PERMITEE COMPLIES WITH THE PROVISIONS OF ACT 172, PREVENTION OF DAMAGE TO UNDERGROUND UTILITIES. PRIOR TO CONSTRUCTION, CONSULT WITH UTILITY COMPANIES TO RESOLVE ANY PROBLEMS WHICH MAY BE CREATED DUE TO THE LOCATION OF UTILITIES.

FOR ADDITIONAL INFORMATION CONCERNING ANY PAVEMENT MARKINGS, REFER TO PA D.O.T. REGULATIONS.

ALL MAINTENANCE NECESSARY FOR PROPER VISIBILITY OF THE SIGNALS, INCLUDING TRIMMING TREES, IS THE RESPONSIBILITY OF THE PERMITTEE.

IN ADDITION TO THIS SIGNAL PERMIT, THE PERMITTEE WILL OBTAIN A HIGHWAY OCCUPANCY PERMIT PRIOR TO ANY OPENINGS BEING MADE IN AND UNDER ANY PORTION OF A STATE HIGHWAY.





DETAIL POLES 1 2
NOT TO SCALE

SIGNS

SIGN	STANDARD	DESCRIPTION	SIZE	QTY.
(A)	W11-8	FIRE STATION SIGN	36"X36"	2

LEGEND

- ● 4 - FLASHING WARNING DEVICE POLE
- —— (4) - VEHICULAR SIGNAL HEAD
- ⊠ - CONTROLLER ASSEMBLY
- ~ - UTILITY POLES

COMMONWEALTH OF PENNSYLVANIA — REGISTERED PROFESSIONAL — DAVID J. PARKER — ENGINEER PE083091

COUNTY : FAYETTE

MUNICIPALITY : BULLSKIN TOWNSHIP

INTERSECTION : SR 982 AND KEEFER ROAD

FLASHING WARNING SIGN

RECOMMENDED :

DISTRICT TRAFFIC ENGINEER — DATE 6/2/2026

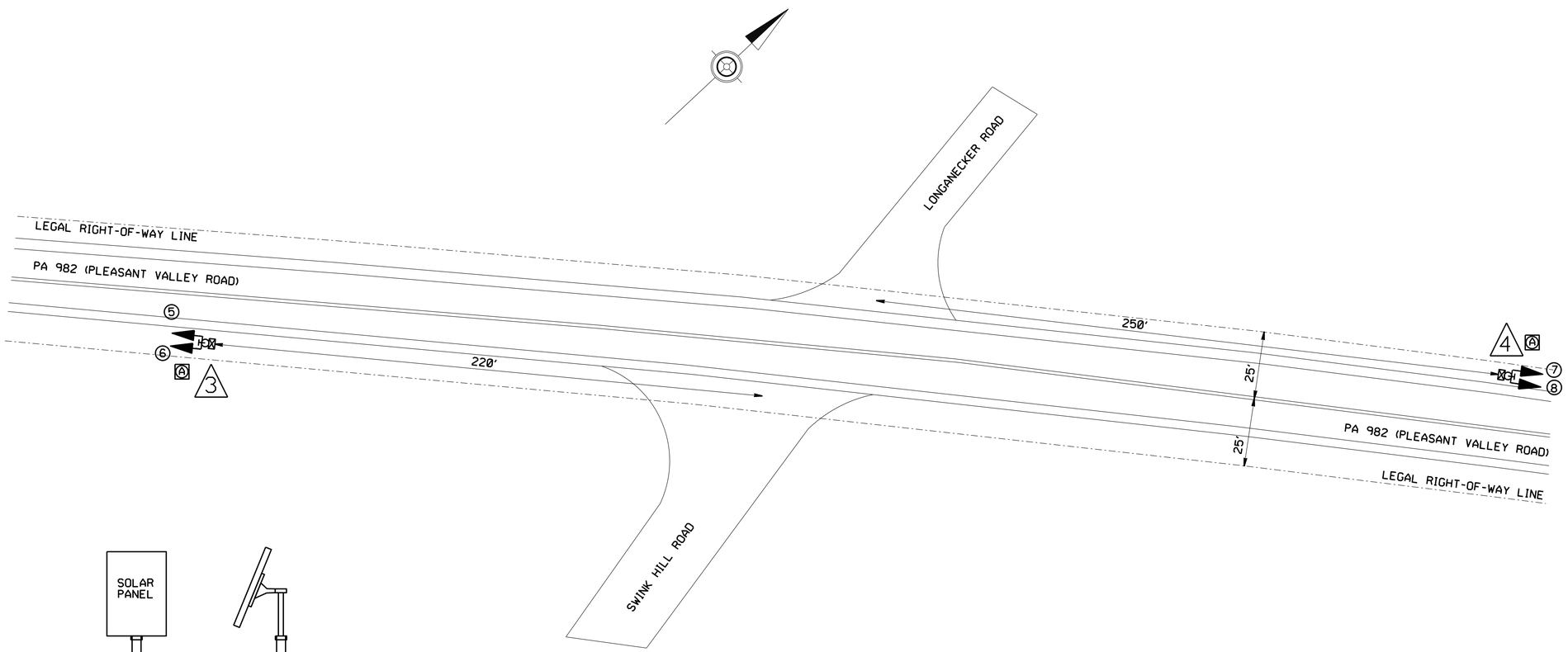
SCALE : N.T.S.

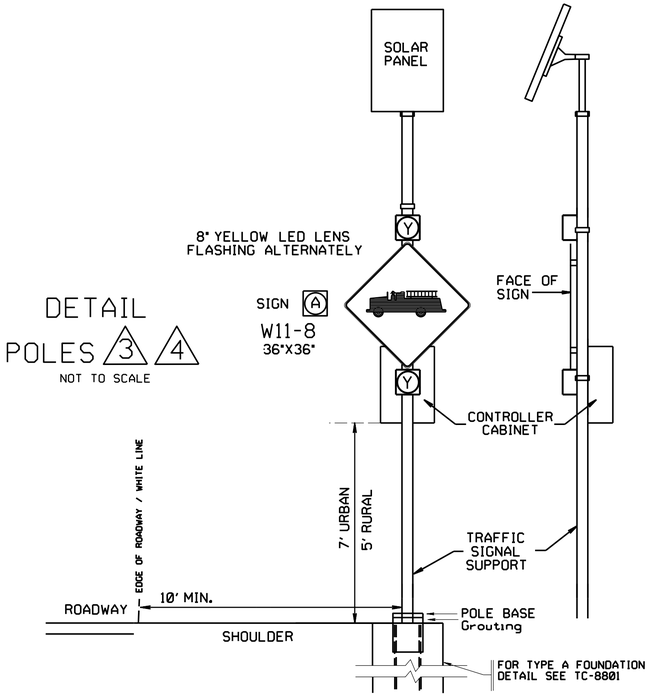
OPERATOR: chadmatthe
FILE NAME: L:\tr1\CM Consultant CADD Files\Bullskin FD Flashing Signs.dgn

FLASHING WARNING DEVICE

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
12-0	FAYETTE	0982		2 OF 3
BULLSKIN TOWNSHIP				

REVISION NUMBER	REVISIONS	DATE	BY





DETAIL
POLES 3 4
NOT TO SCALE

SIGNS

SIGN	STANDARD	DESCRIPTION	SIZE	QTY.
A	W11-8	FIRE STATION SIGN	36"X36"	2

LEGEND

- ● 4 - FLASHING WARNING DEVICE POLE
- —— (4) - VEHICULAR SIGNAL HEAD
- ⊠ - CONTROLLER ASSEMBLY
- - UTILITY POLES

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
DAVID J. PARKER
ENGINEER PE083691

COUNTY : FAYETTE
MUNICIPALITY : BULLSKIN TOWNSHIP
INTERSECTION : SR 982 AND LONGANECKER ROAD
FLASHING WARNING SIGN

RECOMMENDED :
DISTRICT TRAFFIC ENGINEER — DATE 6/2/2026

SCALE : N.T.S.

OPERATOR: chadmatthe
FILE NAME: L:\tr1\CM Consultant CADD Files\Bullskin FD Flashing Signs.dgn

FLASHING WARNING DEVICE TABULATION

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
12-0	FAYETTE	0982		3 OF 3
BULLSKIN TOWNSHIP				

REVISION NUMBER	REVISIONS	DATE	BY

TRAFFIC SIGNAL SUPPORTS *

STRUCTURE NUMBER	ITEM NUMBER / UNIT	DESCRIPTION	QUANTITY	ROUTE	STATION	SIDE	OFFSET	STRAIN POLE															
								SHAFT			SPAN	SIGNAL LOCATION					SIGN LOCATION			ARM "C"			
								H	DESIGN TENSION	K	STRUCT. TO STRUCT.	M	N	O	P	PP	R	S	T	L	X	Z
1	0951 4500 EACH	TRAFFIC SIGNAL SUPPORT, STRAIN POLE, 1,000 POUNDS DESIGN TENSION	1	SR 0982		RT		◭ 20	1000													
2	0951 4500 EACH	TRAFFIC SIGNAL SUPPORT, STRAIN POLE, 1,000 POUNDS DESIGN TENSION	1	SR 0982		LT		◭ 20	1000													
3	0951 4500 EACH	TRAFFIC SIGNAL SUPPORT, STRAIN POLE, 1,000 POUNDS DESIGN TENSION	1	SR 0982		RT		◭ 20	1000													
4	0951 4500 EACH	TRAFFIC SIGNAL SUPPORT, STRAIN POLE, 1,000 POUNDS DESIGN TENSION	1	SR 0982		LT		◭ 20	1000													

* - REFER TO TRAFFIC STANDARDS - SIGNALS, TC-8801, FOR LETTER DESIGNATIONS.

◭ - AS REQUIRED FOR ELECTRICAL SERVICE. COORDINATE WITH ALLEGHENY POWER.

◪ - MINIMUM HEIGHT REQUIRED. CONTACT AFFECTED UTILITY COMPANIES PRIOR TO FINALIZING POLE ORDER.

SIGNS

PLAN SYMBOL	DESCRIPTION	SIZE	SQ FT EA	QUANTITY	POST MOUNTED SIGNS, TYPE F 0935 0001	SF	POST MOUNTED SIGNS, TYPE B 0931 0001	SF		
Ⓐ	FIRE STATION SIGN (W11-8)	36X36	9.0	4	36.0					
	TOTALS			4	36.0					

ITEM NUMBER / UNIT	MISCELLANEOUS DESCRIPTION	QUAN.	LOCATION	REMARKS
0936 0400 EACH	FLASHING WARNING SIGN	4		INCLUDES 8" LED SIGNALS, WIRING, HARDWARE AND CONTROLLER ASSEMBLIES PER 408 SPECIFICATIONS

COMMONWEALTH OF PENNSYLVANIA — REGISTERED PROFESSIONAL — DAVID J. PARKER — ENGINEER — PE083091

COUNTY : FAYETTE

MUNICIPALITY : BULLSKIN TOWNSHIP

INTERSECTION : SR 982 AND KEEFER ROAD/ LONGANECKER ROAD

FLASHING WARNING SIGN

RECOMMENDED :

DISTRICT TRAFFIC ENGINEER — 6/2/2026 DATE

SCALE : N.T.S.

SR 0982 AND BULLSKIN TOWNSHIP VOLUNTEER FIRE DEPARTMENT

OPERATOR: chadmatthe
FILE NAME: L:\tr1\CM Consultant CADD Files\Bullskin FD Flashing Signs.dgn