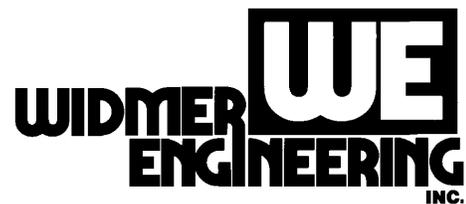


**BOROUGH OF NEW BRIGHTON
610 THIRD AVENUE
NEW BRIGHTON, PA 15066**

**SPECIFICATIONS AND FORM OF PROPOSAL
FOR
NEW BRIGHTON 2026 PAVING PROGRAM
BOROUGH OF NEW BRIGHTON
BEAVER COUNTY**

BID OPENING:

FEBRUARY 17, 2026



WE#26013

**WIDMER ENGINEERING INC.
806 Lincoln Place
Beaver Falls, PA 15010
(724) 847-1696
FAX (724) 847-0419**

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ADVERTISEMENT FOR BIDS

The Borough of New Brighton, Beaver County, Pennsylvania will accept sealed bids at the Office of the Borough Manager, 610 Third Avenue, New Brighton, Pennsylvania, 15066 until 2:00 P.M., February 17, 2026, for the New Brighton 2026 Paving Program.

Plans, specifications and bid documents are available only via download from the Widmer Engineering web site at widmerengineering.com under bids. All questions concerning this solicitation must be sent via email to tsadaka@widmerengineering.com no later than (5) five days prior to the due date.

All work must be completed in 60 calendar days from Notice to Proceed (NTP).

Each proposal must be accompanied by a certified check, bank check, money order or bidder surety bond in the amount specified in instructions to bidders as a guarantee that if the proposal is accepted, a contract will be entered into, and its performance properly secured.

Bids will be opened publicly by the Borough Manager on the date and hour set above for the bid closing. Bids will be considered by Borough Council at their meeting at 7:00 P.M. on February 19, 2026.

The minimum wage rates for each craft or classification of all workmen needed to perform this contract during the anticipated term hereof shall be governed by State Prevailing Wage Rates.

The Borough of New Brighton reserves the right to waive any informalities or to reject any or all bids, and to award the contract to the best interest of the Borough.

Thomas J. Albanese
Borough Manager

Beaver County Times
Advertisement Dates: January 27 & February 3, 2026

INSTRUCTIONS TO BIDDERS

1. Scope of Work

Bidders are invited to submit itemized price proposals for furnishing all work shown on the Drawings and described in the Specifications for the following project:

New Brighton 2026 Paving Program

The project includes Milling, Asphalt Paving or Seal Coating in selected sections of local streets in the Borough of New Brighton, PA.

Technical specifications shall be in accordance with PENNDOT Publication 408 latest edition. All bidders must provide evidence of PENNDOT pre-qualification.

All work must be completed in **60 calendar days** from Notice to Proceed (NTP).

All questions concerning this solicitation must be sent via email to tsadaka@widmerengineering.com no later than (5) five days prior to the due date.

2. Bid and Contracts

a. Bids must be sealed and addressed to:

**The Borough of New Brighton
610 Third Avenue
New Brighton, PA 15066**

The Borough of New Brighton, Beaver County, Pennsylvania will accept sealed bids at the Office of the Borough Manager, **at the address above** until **2:00 P.M., February 17, 2026**, for the project: **New Brighton 2026 Paving Program**.

Identify on the envelope the project for which the bid is being submitted. Each bid must be submitted on the forms furnished to the bidders. Bids submitted after the bid closing time will not be accepted.

b. Contracts: The successful bidder will be required to execute the contract for construction and return the contract accompanied by the Performance Bond, Payment Bond, Maintenance Bond, and Insurance Certificates herein described, within ten (10) calendar days after the documents are presented to him.

c. Corrections: Erasures or other changes in the bid must be explained or noted over the signature of bidder.

d. Withdrawal of Bids: Bids may be withdrawn on written or telegraphic requests received from bidder prior to the time fixed for opening. A bidder may also withdraw his bid providing he does so according to Pennsylvania law.

3. Bid Security

A bid security in an amount equal to at least ten percent (10%) of the bid shall be submitted with each bid. This shall be in the form of a certified check or bid bond with good and sufficient surety. The payee in any instance shall be:

The Borough of New Brighton

Bid securities will be returned to all except the three (3) lowest bidders for the contract immediately after the bid opening and the remaining bid securities will be returned when the executed contract is delivered to the successful bidder.

4. Investigation of Conditions and Errors in Bid

a. It is required that the bidder visit the site and acquaint themselves with all available information concerning the condition of the site, the availability of labor, and the local conditions having a bearing on the transporting, handling, and storing of materials and equipment.

b. Bidders or their authorized agents are expected to examine the drawings, specifications, schedules, and all other instructions pertaining to the work which are supplied with this project.

c. Failure to acquaint himself with all available information concerning the existing conditions will not relieve the successful bidder of the responsibility for estimating the difficulties. Completion of the work consists of successfully performing the work as required, and he cannot secure relief on the pleas of error in his bid.

d. The Borough of New Brighton hereinafter referred to as the Owner, reserves the right to waive minor irregularities or minor errors in any proposal, if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the proposal in which they occur prior to the execution of any contract which may be awarded thereon.

5. Method of Award or Rejection of Bids

a. If bids received are determined by the Owner to be satisfactory, contracts will be awarded to the lowest responsible bidders within Sixty (60) days after the date of opening proposals.

b. The contract will be awarded to the lowest responsible bid conforming to the contract documents, whichever is most advantageous to the Owner, price and other factors considered.

c. Should such successful bidders fail or refuse to execute a contract and to furnish satisfactory contract security within ten (10) days after a written notification of the award of the contract by the Owner, the bidder shall be considered to have abandoned the proposal and the amount of the certified check or other security delivered with the proposal shall thereupon be due and owing to the Owner as liquidated damages for such failure or refusal and the Owner may thereupon award the contract to any other bidder. The term "successful bidder" shall be deemed to include any bidder whose proposal is accepted after another bidder has previously refused or been unable to execute the contract or to furnish satisfactory contract security.

d. The Owner reserves the right to accept or reject any or all proposals as may be deemed in the best interest of the Owner.

6. Time of Performance

Work shall commence within ten (10) calendar days after the date of "Notice to Proceed" and the contractor shall fully complete all the work within the time stated and under the conditions enumerated in the contract agreement.

7. Federal Occupational Safety and Health Act

The bidders' attention is called to Special Conditions Section of the Specification, which concerns compliance with the Federal Occupational Safety and Health Act of 1970.

8. Equal Employment Opportunity

Attention of bidders is particularly called to the requirement for ensuring the employees and applicants for employment are not discriminated against because of their race, creed, color or national origin.

9. Permits

It shall be the responsibility of the contractor to secure all permits required by all government agencies for all work performed under this contract.

10. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner.

11. Prevailing Wages:

The minimum wage rates for each classification of workmen needed to perform this contract during the anticipated term hereof shall be governed by the State minimum Wage Schedules. A copy of the Prevailing Wage rates is affixed to these Contract Documents.

11. Guarantees

The following guarantees shall be required.

a. A Performance Bond with good and sufficient surety or sureties, for the protection of the Owner, shall be executed in a penal amount of one hundred percent (100%) of the contract price.

b. A Payment Bond with good and sufficient surety or sureties for the protection of persons furnishing material and labor of the work shall be executed in a penal amount of one hundred percent (100%) of the contract price.

c. In addition to the contract security noted above, a Maintenance Bond with good and sufficient surety or sureties in a penal amount of one hundred percent (100%) of the contract price and shall guarantee against defective or inferior materials or workmanship which may develop during the period of two (2) years from the date of the completion and acceptance of work performed under each contract.

FORM OF PROPOSAL

BOROUGH OF NEW BRIGHTON
BEAVER COUNTY, PA
FOR
NEW BRIGHTON 2026 PAVING PROGRAM

PROPOSAL OF _____ (hereinafter called "BIDDER") organized and existing under the laws of the State of _____, doing business as a(n) _____, (corporation, partnership, or individual), to the **Borough of New Brighton** (hereinafter called "OWNER"). In compliance with your advertisement for bids, BIDDER hereby proposes to perform all work described within the bid schedule in strict accordance with the time set forth herein, and at the prices stated herein. That herein is a "RESPONSIBLE BIDDER" and having carefully examined the bid documents and project area of the Owner, and being fully informed in regard to the conditions to be met in the work, the undersigned proposes to perform all work related to and covered by the specifications.

BIDDER hereby agrees to perform all the work in the contract documents for the following prices and to hold said bid for a period of sixty (60) days after the opening date.

BIDDER hereby agrees to begin work within (10) days after the receipt of the "NOTICE TO PROCEED" and to complete the project within sixty (60) calendar days thereafter. If said contract is not substantially completed within the time frame specified, then the BIDDER shall reimburse the OWNER at a rate of \$100.00/day for each calendar day thereafter that said project is not complete, including all punch list items as prepared by the OWNER's representative.

In submitting this bid, the BIDDER understands that the right is reserved by the OWNER to reject any or all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered, in writing, to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bonds within ten (10) days after the agreement is presented to him for signature.

Security in the amount of _____
_____ Dollars (\$_____),

in the form of _____ is submitted herewith in accordance with the INSTRUCTIONS TO BIDDERS.

The Bidders hereby acknowledges receipt of the following issues of addenda, if any, distributed by the engineer.

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

In submitting this bid, the BIDDER hereby certifies that:

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

The undersigned bidder is prepared to submit a financial and experience statement upon request by the Owner.

(If an individual, partnership, or non-incorporated organization)

Signature of Bidder _____

By _____

Address of Bidder _____

Names and Addresses of Members of firm:

(If a Corporation)

Signature of Bidder _____

By _____

Business Address _____

Incorporated under the laws of the State of _____

Names of Officers:

President _____

Address _____

Secretary _____

Address _____

Treasurer _____

Address _____

The prices of the following schedule shall include all labor, material, equipment, overhead, profit, insurance, etc. to cover the finished work.

Items to be submitted with bid:

1. Form of Proposal
2. Non-Collusion Affidavit
3. Bid Bond in the amount of 10% of bid.

The owner reserves the right to accept or reject all or any part of a bid or to reject all bids.

**BOROUGH OF NEW BRIGHTON
2026 PAVING PROGRAM**

BASE BID

Item	Description	Quantity	Unit	Unit Price In Figures	Unit Price Written	Total for Item
0413-0195	Superpave Asphalt Mixture Design, Wearing Course, PG 64S-22, <0.3 Million ESALs, 9.5 mm Mix, 1-1/2" Depth, SRL-L	376	TON			
0413-2074	Superpave Asphalt Mixture Design, Wearing Course (Leveling), PG 64S-22, <0.3 Million ESALs, 9.5 mm Mix, SRL-L	251	TON			
0460-0001	Asphalt Tack Coat	9,070	SY			
0491-0013	Milling of Asphalt Pavement Surface, 2" Depth, Milled Material Retained by Contractor	2,778	SY			
9000-0001	Base Repair - 10" Excavatopm. 6" Subbase & 2 1/2" Binder (20% of SY)	556	SY			
9000-0002	Scarify and Compacting Roadbed - 3" Depth	1,757	SY			
9000-0003	Asphalt Seal Coat with Fog Seal	12,700	SY			

TOTAL BASE BID AMOUNT:

(print or type amount using alphabetical letters)

(print or type amount using numerical figures)

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

**BOROUGH OF NEW BRIGHTON
2026 PAVING PROGRAM**

ADD BID 1

Item	Description	Quantity	Unit	Unit Price In Figures	Unit Price Written	Total for Item
9000-0003	Asphalt Seal Coat with Fog Seal	1,820	SY			

TOTAL ADD BID 1 AMOUNT:

(print or type amount using alphabetical letters)

(print or type amount using numerical figures)

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

**BOROUGH OF NEW BRIGHTON
2026 PAVING PROGRAM**

ADD BID 2

Item	Description	Quantity	Unit	Unit Price In Figures	Unit Price Written	Total for Item
9000-0003	Asphalt Seal Coat with Fog Seal	7,980	SY			

TOTAL ADD BID 2 AMOUNT:

(print or type amount using alphabetical letters)

(print or type amount using numerical figures)

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

**BOROUGH OF NEW BRIGHTON
2026 PAVING PROGRAM**

ADD BID 3

Item	Description	Quantity	Unit	Unit Price In Figures	Unit Price Written	Total for Item
9000-0003	Asphalt Seal Coat with Fog Seal	3,076	SY			

TOTAL ADD BID 3 AMOUNT:

(print or type amount using alphabetical letters)

(print or type amount using numerical figures)

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

ADDENDUM NO. _____

Bid Forms, Specifications and Contract Documents
For

**Borough of New Brighton
New Brighton 2026 Paving Program**

All Bidders submitting proposals for the above referenced project shall review the following modifications, additions, corrections, and interpretations of the BID DOCUMENTS and SPECIFICATIONS. The items discussed in this ADDENDUM shall be considered and included in all proposals and shall become a part of the CONTRACT DOCUMENTS. Receipt of this ADDENDUM shall be acknowledged in the space provided in the BID FORM. Failure to acknowledge receipt of this ADDENDUM on the space provided may be sufficient cause for rejection of the bid.

Instructions:

Indicate receipt of Addendum No. _____ by signing below and returning this addendum by emailing to yhutton@widmerengineering.com before _____, 2026.

Name

Company

Date

SUBCONTRACTORS

1.	Name & Address	Project Responsibility
2.		
3.		
4.		
5.		
	_____ Signature	_____ Company
	_____ Name (Printed)	_____ Address
	_____ Title	_____
	_____ Witness of Signature	_____ Telephone Number

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

SS:

County of _____

_____ being first duly sworn according to law, deposes and says as follows:

- (1) He is _____ 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 said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, 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 bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or, to fix any overhead profit or cost element of the bid price of the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the **Borough of New Brighton**, or any person interested in the proposed contract; and
- (5) The price or prices 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 of any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

By _____

Bidder

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public

My commission expires: _____

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____

SS:

County of _____

_____ being first duly sworn according to law, deposes and says that:

- (1) He is (Owner, partner, officer, representative, or agent of _____ hereinafter referred to as the "Subcontractor");
- (2) He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted the subcontractor to _____, the Contractor for certain work in connection with the _____ Contract pertaining to the Project in _____ (City or County and State).
- (3) Such subcontractor's proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to fix the price or prices in said subcontractor's Proposal, or to secure through collusion, conspiracy connivance, or unlawful agreement any advantage against the **Borough of New Brighton** or any person interested in the proposed contract; and
- (5) The price or prices quoted in the subcontractor's proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder of any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

_____ Title

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public

My commission expires:

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that _____,
(Contractor Name)

(Contractor Address)

a _____, herinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Surety Name)

(Surety Address)

herinafter called Surety, are held and firmly bound unto the **Borough of New Brighton, 610 Third Avenue, New Brighton, PA 15066** (hereinafter called the Owner), in the sum of _____ dollars (\$_____.____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 20____ for: **New Brighton 2026 Paving Program**.

NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid accepted, and give bond with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said bid within the period specified, or the failure to enter such contract and give such bond within the time specified, if the Principal or his Surety shall pay the Owner ten percent (10%) of the amount specified in said bid as liquidated damages, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 2026, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

(Individual Principal) _____(SEAL)

(Address) _____(Business Address)

(Individual Principal) _____(SEAL)

(Address) _____(Business Address)

ATTEST:

(Corporate Principal)

(Business Address)

By: _____
(AFFIX CORPORATE SEAL)

(Corporate Surety)

WITNESS:

(Corporate Surety)

(Business Address)

(Power-of-Attorney) for person signing for surety company must be attached to bond.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2026, by and between the **Borough of New Brighton**, hereinafter referred to as the "OWNER", a Borough under the Commonwealth of Pennsylvania, and _____
_____ (A Corporation existing under the laws of the State of _____) (A Partnership consisting of _____)(A Individual trading as _____) located in _____ the State of _____ hereinafter referred to as the "CONTRACTOR".

WITNESSETH, that the parties hereto mutually agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Condition of the Contract (General and Special), Drawings, Specifications, all Addenda issued prior to execution of this Agreement, and all Modifications issued subsequent thereto. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 8.

ARTICLE 2 - THE WORK

The Contractor shall perform all the work required by the Contract Documents for: **New Brighton 2026 Paving Program**

ARTICLE 3 - THE ENGINEER

The Engineer for this project is:

WIDMER ENGINEERING INC.
806 Lincoln Place
Beaver Falls, PA 15010
(724) 847-1696

ARTICLE 4 - CONTRACT SUM

The Owner shall pay the Contractor for the performance of the work included under this Contract subject to additions and deductions provided herein, in current funds, as follows:

The aggregate for the amounts determined by applying the unit prices submitted on the proposal to the actual quantities, the estimated amount being _____,
(\$_____).

ARTICLE 5 - TIME OF COMMENCEMENT AND COMPLETION

The work to be performed under this Contract shall commence within ten (10) calendar days after the date of "Notice to Proceed" and completed within sixty (60) calendar days.

ARTICLE 6 - PROGRESS PAYMENTS

Based upon application for payment submitted to the Engineer by the Contractor and payment estimates issued by the Engineer, the Owner shall make progress payments on account of the Contract Sum to the contractor as provided in the conditions of the Contract as follows:

On or about the first day of each month, ninety percent (90%) of the proportion of the Contract Sum properly allocated to labor, materials, and equipment incorporated in the work and ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, less the aggregate of previous payment in each case; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less incomplete work and unsettled claims.

ARTICLE 7 - FINAL PAYMENT

Upon the completion of all work required by the Contract, the Engineer shall submit a Project Completion Certificate with the Owner. Within thirty (30) days after filing of such Certificates and a final payment estimate issued by the Engineer, the Owner shall pay to the Contractor the full Contract Sum, less all prior payments. All prior payments including those related to Change Orders shall be subject to correction by the final payment.

ARTICLE 8 - MISCELLANEOUS PROVISION

8.1 Terms used in this Agreement which are defined in the General Conditions of the Contract shall have the meanings designated in those General Conditions.

8.2 The Contract Documents, which constitute the entire Agreement between the Owner and the Contractor, except for Modifications issued after execution of this Agreement, are enumerated as follows:

Advertisement for Bids	Partnership Certificate
Instructions to Bidder	General Instructions for Bonds
Form of Proposal	Performance Bond
Sub-Contractors	Payment Bond
Non-Collusion Affidavit of Prime Bidder and Subcontractor	Maintenance Bond
Bid Bond	Certificate of Insurance
Corporate Certificate	Affidavit Re: Workmen's Comp.
Special Conditions	General Conditions
Prevailing Wage Rates	Technical Specifications
	Paving Detail / Location Map
	Non-Discrimination Affidavit of Prime Bidder

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in three (3) duplicate counterparts, each of which shall be considered as an original, as of the day and year first above written.

WITNESS:

By: _____

Title: _____

WITNESS:

SEAL

BOROUGH OF NEW BRIGHTON

Council President
Borough of New Brighton

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing Instrument; that _____ who signed the said Instrument on behalf of the Contractor was then _____ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate power.

(Corporate Seal)

PARTNERSHIP CERTIFICATE

State of _____

SS

County of _____

On this _____ day of _____ 2026, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; and that said firm consists of himself and _____ that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public

My commission expires: _____

GENERAL INSTRUCTIONS FOR BONDS

1. The "Bid Bond" form shall be used for the protection of the Owner in receiving bids. There shall be no deviation from this form.
2. The "Performance Bond" form shall be used for construction work on the furnishing of supplies whenever a bond is required. There shall be no deviation from this form.
3. The "Payment Bond" Form, for the protection of persons supplying labor and material, shall be used on all contracts where such bond is required. This bond shall provide that every person, co-partnership, association or corporation who, whether as subcontractors or otherwise, has furnished material or supplied or performed labor in the prosecution of the work, as above provided, and who has not been paid therefore, may sue in assumpsit on said bond, the name of the Owner, for this, their or its use, and prosecute the same to final judgment for such sum or sums as may be justly due him, them or it, and have execution thereon, but the Owner shall not be liable for the payment of any costs or expense of any suit. There shall be no deviation from this form.
4. The "Maintenance Bond" form for the protection of the Owner shall be used on all contracts where such bond is required. There shall be no deviation from this form.
5. The surety on each bond must be a responsible surety company, which is qualified to do business in Pennsylvania and satisfactory to the Owner.
6. If the principals are partners, their individual names will appear in the body of the bond, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.
7. If the principals are partners, their individual names will appear in the appropriate place, attesting the signature of each individual party to the bond.
8. If the principal or surety is a corporation, the name of the state in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal, as indicated in the form. If the corporation has no corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.
9. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached thereto. In lieu of such certificate, there may be attached to the bond, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
10. The date of this bond must not be prior to the date of the contract in connection with it is given.

(General Instructions for Bonds)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____,
(Contractor Name)

(Contractor Address)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Surety Name)

(Surety Address)

hereinafter called Surety, are held and firmly bound unto the **Borough of New Brighton, 610 Third Avenue, New Brighton, PA 15066** (hereinafter called the Obligee,) in the full and just sum of _____ dollars, (\$_____,____), lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS said Principal has entered into a certain contract with said Obligee dated _____, 20____ (hereinafter called the Contract) for the: **Borough of New Brighton 2026 Paving Program**, which contract and the specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform the contract on his part at the time and in the manner therein provided, including any and all warranties and representations of the Principal set forth in said contract, and satisfy all claims and demands incurred in or for the same, or growing out of the same, or for injury or damage to persons or property in the performance thereof, and shall fully identify and save harmless the said Obligee from any and all cost and damage which the said Obligee may suffer by reason of failure to do so, and shall fully reimburse and repay the said Obligee any and all outlay and expense which it may incur by reason of any such default, then this obligation shall be null and void; otherwise it shall remain in full force and virtue.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in any way affect its obligations or bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

Signed, sealed, and delivered in three (3) counterparts this

_____ day of _____, 20____,

(Individual Principals Sign Here)

_____ (Seal)

_____ (Seal)

In the presence of:

_____ (Seal)

_____ (Seal)

(Corporate Principals Sign Here)

ATTEST:

Printed /Typed Corporate Company Name

(Surety Sign Here)

Printed/Typed Surety Company Name

(Performance Bond)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that _____,
(Contractor Name)

(Contractor Address)

a _____, herinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Surety Name)

(Surety Address)

herinafter called Surety, are held and firmly bound unto the **Borough of New Brighton, 610 Third Avenue, New Brighton, PA 15066** (hereinafter called the Obligee,) in the penal sum of _____dollars, (\$_____.____), lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a certain contract with the OWNER dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the: **New Brighton 2026 Paving Program.**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations, furnishing materials, for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition of the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____
(Number) counterparts, each one of which shall be deemed an original, this the _____ day
of _____, 2026.

ATTEST:

Principal

(Principal) Secretary

By: _____

(SEAL)

Witness as to Principal

Address

ATTEST:

Surety

(Surety) Secretary

(SEAL)

Witness as to Surety

By: _____
Attorney-in-fact

Address

Address

NOTE: Date of BOND must not be prior to date of Contract. If the CONTRACTOR is a Partnership, all partners should execute the BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

(Payment Bond)

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____,
(Contractor)

(Contractor Address)

a _____, herinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Surety Name)

(Surety Address)

herinafter called Surety, are held and firmly bound unto the **Borough of New Brighton, 610 Third Avenue, New Brighton, PA 15066** (hereinafter called the Obligee,) in the full and just sum of _____ dollars, (\$_____.____), lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THIS OBLIGATION IS SUCH WHEREAS that, said Principal has entered into a certain contract, hereto attached, with the Owner dated _____, 2026 for: **New Brighton 2026 Paving Program.**

NOW, THEREFORE, if the Principal shall remedy without cost to the Obligee any defects which develop during a period of two years from the date of completion and acceptance of the work performed under said contract provided such defects, in the judgment of the Obligee or his successor having jurisdiction in the premises, are caused by defective, inferior materials or workmanship, then this obligation shall be void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presented duly signed by its undersigned representative, pursuant to authority of its governing body.

IN THE PRESENCE OF:

_____(SEAL)
(Individual Principal)

(Address)

(Business Address)

_____(SEAL)
(Individual Principal)

(Address)

(Business Address)

ATTEST:

(Corporate Name)

(Business Address)

By: _____
(Affix Corporate Seal,
printed name and title)

WITNESS:

(Corporate Surety)

(Business Address)

By: _____
(Affix Corporate Seal,
printed name and title)

The rate of premium on this bond is _____ per thousand. Total amount of premium charged, \$ _____. (The above must be filled in by Corporate Surety.)

(Maintenance Bond)

AFFIDAVIT RE

ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

State of _____

SS:

County of _____

(Name of Officer, if corp.)

(Title of Officer, if corp.)

(Name of Contractor)

being duly sworn according to law deposed and says that he/they/it has/have accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with its supplements and amendments, and has/have insured his/their/its liability thereunder in accordance with the terms of said Act with _____

_____ Company.

(Contractor)

Signature of Officer or Agent

SWORN to and subscribed before me this _____ day of _____,

20____.

(Notary Public)

My Commission Expires:

NON-DISCRIMINATION AFFIDAVIT OF PRIME BIDDER

State of

SS:

County of

Being first duly sworn according to _____ Law, deposes and says as follows:

- (1) He is the _____ of the bidder who has submitted the attached bid;
- (2) He shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, handicap, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- (3) He shall in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.
- (4) He shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.
- (5) It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- (6) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

- (7) Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.
- (8) He shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Office of Administration, Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.
- (9) He shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (10) He shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.
- (11) His obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

By _____

Contractor

BOROUGH OF NEW BRIGHTON

Council President
Borough of New Brighton

REQUIRED INSURANCE

- A. Workmen’s Compensation Insurance Statutory
- B. Comprehensive Bodily Injury Liability Insurance\$1,000,000
- C. Comprehensive Property Damage Liability Insurance\$1,000,000
- D. Comprehensive Automobile Bodily Injury and Property Damage Insurance
 - (1) Personal Injury\$1,000,000
 - (2) Property Damage\$1,000,000

NOTE: Owner to be named as additional insured on everything except Workmen’s Compensation.



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

Contractor O

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

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GENERAL CONDITIONS

1. Definitions

The following terms, as used in these contract documents are respectively defined as follows:

- a. "Additional Work" The term "additional work" as used herein, refers to and includes work required by the Owner, which involves changes or alterations.

- b. "Changes and Alterations" The terms "changes and alterations" as used herein mean deviations from the Plans, Specifications, and Addenda in their present form, but only when ordered by the Owner or Engineer in writing, prior to the performance of any work affected by such changes or alterations. Increases or decreases in estimated quantities shall not be considered changes or alterations for any purpose whatsoever.

- c. "Contractor" The party designated as such in the agreement, acting directly or through agents, or employees or the surety in case of default.

- d. "Owner" Borough of New Brighton

- e. "Engineer" The term "Engineer" shall mean the Professional Architectural/ Engineering firm or representative chosen by the Owner to provide professional services for the project.

Nothing contained in this contract shall create any contractual relationship between the engineer and the contractor.

- f. "Notice" Where in any of the contract documents there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given to the Owner, when written notice shall be delivered to the Owner, or shall have been placed in the United States Mails, sent certified or registered mail, postage prepaid, addressed to the chief executive officer of the Owner at the place where the bids or proposals for the contract were opened; as to the contractor, when a written notice shall be delivered to the chief representative of the contractor at the site of the project or by sending by certified or registered mail, postage prepaid, such written notice

in the United States Mails addressed to the contractor at the place stated in the papers prepared by him to accompany his proposal as the address of his permanent place of business.

- g. "Specifications" The directions, provisions, and requirements contained herein, or in any of the contract documents pertaining to the method and manner of performing the work or to the method of measurement and the quality of materials to be furnished under the contract.
- h. "Subcontractor" Any person, firm or corporation undertaking the construction of a part of the work under the terms of the contract, by virtue of a separate agreement with the contractor, or with any other subcontractor.
- i. "Surety" The corporate body which is bound with and for the contractor for the satisfactory performance and maintenance of the work by him and the prompt payment in full for utility services, labor, equipment rental and materials as provided in the bonds.
- j. "Work" The term "work" as used herein, refers to any and all obligations, duties, and responsibilities necessary to the completion of the project assigned or undertaken by the contractor, including all plant, labor, materials, supplies, equipment, and other facilities, and things necessary or proper for or incidental to the carrying out and completion of the terms of this contract.

2. Specification Titles

Titles to sections and paragraphs in these contract documents are introduced merely for convenience and shall not be taken as part of the specifications, and furthermore, shall not be taken as a correct or complete segregation of the several units of material and labor. The sections and paragraphs shall not control the contractor in dividing the work among subcontractors.

3. Approval and Acceptance

Approval and acceptance in these specifications shall mean approval and acceptance by the Engineer, but no acceptance by the Engineer shall bind the Owner in case of proven defective work or other clear violations of the contract; nor will approval of material or equipment before same is brought on the premises by held to constitute acceptance, in case such items are found not to comply with specification requirements.

4. Special Conditions Take Precedence

The Special Conditions and/or special notes on the drawings may supplement or amend the General Conditions; therefore, the Special Conditions and/or special notes on the drawings shall take precedence over these General Conditions.

5. 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, upon application of either party, the contract shall forthwith be then physically amended to make such insertions.

6. Contract Security

The contractor shall furnish a surety bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract. The contractor shall also furnish a separate surety bond in an amount equal to one hundred percent (100%) of the contract price for the protection of clients supplying labor or materials to the contractor or to any of his subcontractors, in the prosecution of the work, and shall be continued for the prompt payment of all such material furnish or labor supplied or performed in the prosecution of the work.

7. Additional Bonds

Should any surety upon any bonds become unsatisfactory to the Owner, or if for any reasons any bond shall cease to be adequate security to the Owner, the contractor shall within five (5) days after notice from the Owner, furnish such additional bonds as may be required from time to time to protect the interest of the Owner and of persons, firms, or corporations supplying labor, material, equipment or services in the prosecution of the work contemplated by the contract. The additional bonds required shall be with other sureties as may be satisfactory to the Owner. The premiums on such additional bonds shall be paid by the contractor. No further payments shall be deemed due, nor shall further payments be made until the required additional bonds have been furnished by the contractor and approved by the Owner.

8. 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, nor shall the contractor allow any subcontractor to commence work in his subcontract until all similar insurance required of the subcontractor has been obtained.

The contractor shall be responsible for all injury to persons, or damage to property, either directly or indirectly, that may result from his operations. The contractor shall obtain and pay for such insurance as will protect him from claims under the Workmen's Compensation Act and from any other claims for damages for personal injury, including death, or for

damages to property, either real or personal, which may arise from operations under this contract, whether such operations by himself or by anyone directly or indirectly employed by him. The contractor shall effect and maintain the following insurance in companies or through agents:

- a. "Workmen's Compensation Insurance" including Employer's Liability Insurance in accordance with the laws of the State of Pennsylvania. Employer's Liability Insurance shall have a limit of not less than \$1,000,000.00.
- b. "Comprehensive Bodily Injury Liability Insurance" not less than One Million Dollars (\$1,000,000.00).
- c. "Comprehensive Property Damage Liability Insurance" not less than One Million Dollars (\$1,000,000.00).
- d. "Comprehensive Automobile Bodily Injury and Property Damage Insurance" not less than One Million Dollars limits (\$1,000,000.00) for personal injury and One Million Dollars limit (\$1,000,000.00) for property damage. This insurance shall cover all automotive vehicles owned or hired by the contractor and used on this contract, not otherwise so covered by insurance. Automatic coverage shall be provided for extensions of the contract.

The contractor shall deliver to the Owner before commencing work under this contract, certificates from insurance companies or their agents, certifying that such insurance is in effect and will not be cancelled during the conduct of the work without thirty (30) days written notice to the Owner. The contractor shall report and pay all Old Age Benefit and Social Security Taxes and other insurance as required by State and Federal laws.

9. Subletting or Assigning of Contracts

The contractor shall not sublet, assign, sell, transfer, or otherwise dispose of this contract or any part hereof or any interest herein or any monies due or to become due hereunder without the prior written consent of the Owner. The consent to any subletting, assignment, or transfer shall not operate to relieve the contractor or his sureties of any of his or its obligations under this contract. Nothing contained herein shall be construed to hinder, prevent or affect an assignment of monies due or to become due hereunder made for the benefit of the contractor's creditors pursuant to law.

10. Subcontractors

The contractor shall notify the Owner in writing of the names of all subcontractors proposed for the work and the extent and character of the work to be done by each subcontractor. No subcontractor shall be permitted to perform any work on the project unless and until the Owner has notified the contractor in writing that such subcontractor has been approved. If requested by the Owner, the contractor shall supply proof that the proposed subcontractor is particularly equipped and capable to perform such work. Proof of qualifications and capability of proposed subcontractors shall include the following:

- a. A financial statement certified by its accountants.

- b. A list of contracts successfully and satisfactorily carried to completion on work of a similar nature.
- c. A list of contracts presently underway, the percentage of completion of each contract and the name and address of the Owner.
- d. A list of equipment for the work.

Subcontract work shall not begin until approval has been secured from the Owner. It is understood, however, that any approval by the Owner for the subcontracting of any of the work under the contract in no way relieves the contractor from his full obligations under the contract. The contractor shall be responsible for all the acts or omissions of any subcontractor or supplier and shall be liable for all damages caused by the acts or omissions of any subcontractor or supplier.

Subletting by subcontractors shall be subject to the same conditions as aforesaid. Nothing contained in this contract shall create any contractual relation between the subcontractor and the Owner.

11. Subcontracts

The applicable provisions of the contract shall be incorporated into each subcontract entered into by this contractor.

12. Copies of Drawings Furnished

Unless otherwise provided in the contract documents, the Owner will furnish to the contractor, free of charge, up to four (4) copies of drawings and specifications for the execution of the work. If any additional copies are required, they shall be supplied by the Owner at the cost of printing.

13. Specifications and Drawings

- a. Interpret As Complete Work. The contractor shall keep on the work site a copy of the drawings and specifications, and the engineer shall at all times have access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown and mentioned in both. In case of difference between the drawings or specifications, the specifications shall govern. Omissions from the drawings or specifications or of details or work which are manifestly necessary to carry out the intent of the drawings and specifications or which are customarily performed shall not relieve the contractor from performing such omitted details of work but they shall be performed as if fully set forth and described in the drawings and specifications.
- b. Checking of Drawings and Dimensions. The contractor shall check all drawings furnished him immediately upon their receipt and shall promptly request of the engineer

such interpretation and clarification as may be required. Figures marked down on drawings shall in general be followed in preference to scale measurements. Large scale drawings shall in general govern small scale drawings. The contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby. When measurements are affected by conditions already established, the contractor shall take measurements not with standing the giving of scale or figure dimensions in the drawings.

- c. Deviations. Deviations from the drawings and the dimensions therein given shall be made only after written authority is obtained from the engineer. Prior to issuing written authority allowing any deviation, the engineer must obtain the Owner's concurrence.
- d. Interpretation and Instructions. All questions regarding the figures, drawings, plans, and specifications and the interpretation of thereof and the resolving of conflicts and inconsistencies therein shall be determined by the engineer and such determination shall be final.

14. Ownership of Drawings

All drawings, specifications, and copies thereof furnished to the contractor by the engineer are the property of the Owner and are to be returned to the Owner on request at the completion of the work.

15. Work in Inclement Weather

All work which cannot be properly protected must cease during inclement weather. The engineer shall be the sole judge as to the adequacy of protective measures taken by the contractor.

16. Inspection of Work

- a. Defective Workmanship or Material. All Material and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination, and test by the Owner's representatives at any and all times during manufacture and/or construction are carried on. The Owner shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the contractor shall promptly segregate and remove the rejected material from the project. The contractor shall bear all costs of correcting rejected work, including the cost of the engineer's additional services thereby made necessary. If the contractor fails to proceed at once with the replacement of rejected material and/or the correction of defective workmanship, the Owner may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost thereof to the contractor, or may terminate the right of the contractor to proceed as provided in these General Conditions, the contractor and surety being liable for any damage to the same extent as provided elsewhere in these General Conditions for termination thereunder.

- b. Tests. The contractor shall furnish promptly, without additional charge, all reasonable facilities, labor, and materials necessary for the safe and convenient inspection and test that may be required by the engineer. All inspection and tests shall be performed in such a manner as to not unnecessarily delay the work. Special, full size, and performance tests shall be as described in the specifications.
- c. Final Inspection. Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any material respect, the contractor will bear all expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the contractor will be allowed payment on a "force account" basis in accordance with Section 36 of these General Conditions, and he shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

17. Standard of Quality

Whenever in these specifications an equipment item, article or material is defined by describing a proprietary project or by using a trade name of a manufacturer or vendor, the term "or equal" if not inserted therewith shall be assumed as signifying that the specifications will be interpreted liberally, except that on projects which are an addition to an existing facility, system, equipment, item or article, the engineer shall specify, when in his opinion such is necessary for reasons of compatibility and standardization, specific equipment, item, article, or material by a trade name of a manufacturer or vendor including catalog number, size, and type. Accordingly, it is to be understood that any reference to a particular manufacturer's product either by name or by limiting description, except as noted herein, has been made solely for the purpose of more clearly indicating the minimum standard of quality desired. Any other make, except as noted herein, substantially similar and performing as effectively the duties imposed by the general design, performance and space allowed by the plans may be submitted for approval by the engineer provided, however, for any major substitutions, such approval is obtained prior to awarding the contract, otherwise it shall be assumed that the contractor will furnish the materials, articles, or equipment items specified herein. No substitution shall be made without the written approval of the engineer who shall be the judge of the standard of quality.

18. Labor, Materials, and Equipment

- a. Unless otherwise stipulated, the contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.
- b. Unless otherwise specified, all materials and equipment shall be new and both workmanship and materials shall be of good quality. The contractor, shall, if required, furnish satisfactory evidence as to the kind and quality of materials and equipment.

19. Samples and Descriptive Data

- a. Any samples and descriptive data required shall:
- (1) Be submitted within the time specified in these specifications, or if a time is not specified, within a reasonable time before use to permit inspection and testing.
 - (2) Be shipped prepaid and delivered as specified in these specifications, or as directed by the engineer.
 - (3) Be properly marked to show the name of the material, trade name of manufacturer, place of origin, name and location of the work where the material represented by the sample is to be used, and the name of the contractor submitting the sample.
 - (4) Be checked and stamped with the approval of the contractor.
- b. Samples not subjected to destructive tests may be retained until completion of the work but thereafter will be returned to the contractor, at his expense, if he so requests in writing. Failure of any sample to pass the specified requirements will be sufficient cause for refusal to consider further any samples from the same manufacturer whose materials failed to pass the tests.

20. Proof of Compliance with Specifications

When testing of any material or product is not specified as a responsibility of the Owner, satisfactory proof of compliance with the specifications shall be submitted by one or more of the following methods. Where testing of any material or product is a responsibility of the Owner, satisfactory proof of compliance with the specifications be submitted in accordance with method (a) or (b) below, before a sample will be tested. The method of proof of compliance shall be subject to the approval of the engineer, and all costs thereof shall be at the expense of the contractor unless otherwise specified.

- a. **Manufacturer's Certificate of Compliance:** In the case of standard labeled stock products of standard manufacture which has a record of satisfactory performance in similar work over a period of not less than two (2) years, the engineer may accept a notarized statement from the manufacturer certifying that the product conforms to the applicable specifications.
- b. **Mill Certificates:** For materials where such practice is the usual standard, the engineer may accept the manufacturers' certified mill and laboratory certificate.
- c. **Testing Laboratory Certification:** The engineer may accept a certificate from a commercial testing laboratory satisfactory to him certifying that it has tested the product submitted within a period acceptable to the engineer and that the product conforms to the requirements of the specifications.

- d. Report of Actual Laboratory Tests: The engineer may require that the contractor make actual tests of any material, product or end item and submit a report of the specific tests. Such tests shall be made by a commercial testing laboratory approved by the engineer. Test samples shall be selected by or under the supervision of the engineer. The method of testing shall comply with the method specified or, when not specified, with a standard approved method. Certified copies in quadruplicate, of the results of the tests, shall be submitted to the engineer for approval and in such form as he may direct. The results of tests in the required form shall be submitted well in advance of the time when the material or product shall be used in the work.
- e. Re-testing: Where testing is specified herein to be performed by the Owner, the Owner will perform the testing or will have the testing performed at a commercial laboratory at the expense of the Owner. Where items or additional samples from items which have been previously testing and approved at the expense of the Owner are required to be re-tested, the Owner will bear the costs of such re-testing. Where re-testing is required because of the failure of previously tested samples, the expense of all such re-testing shall be borne by the contractor at no expense to the Owner. The contractor shall pay for all additional re-testing required due to subsequent test failures. Where so required for original testing, re-testing will be performed at such laboratories as may be approved by the engineer.

21. Superintendence, Supervision

The contractor shall keep on his work, during its progress, a competent superintendent satisfactory to the Owner. The superintendent shall not be changed without written notice to the Owner except in an emergency. The contractor's superintendent shall have authority to act for the contractor in all matters concerning the work. All communications given to the superintendent shall be binding on the contractor.

22. Engineer's Authority

The engineer is the Owner's representative during the performance of the work. He shall at all times have access to the work wherever it is in preparation and progress. The engineer will make periodic visits to the site and, to observe the progress of construction and the quality of the work and to determine in general if the work is proceeding in accordance with the contract documents.

The engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The engineer will not be responsible for the construction means, methods, techniques, sequences, or production or for safety precautions and programs in connection with the work and he will not be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

The engineer shall render a decision on all questions and disputes submitted to him in writing relating to the execution and progress of the work or the interpretation of the contract documents. Either the Owner or the contractor may demand arbitration of any such matter, notwithstanding the decision of the engineer.

The engineer's authority to act under this Section or any other provision of the contract documents, shall not give rise to any duty or responsibility of the engineer to the contractor or any subcontractor.

23. Protection of Persons and Property

- a. The contractor shall be responsible for initiating, maintaining the supervising of all safety precautions and programs in connection with the work. The contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (i) employees, (ii) all other persons who may be affected, (iii) the work and all materials and equipment to be incorporated, (iv) other property at the site or in the vicinity thereof.
- b. The contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities.

24. Royalties and Patents

The contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner and engineer harmless from all loss, expense, and damage including attorneys' fees, on account thereof, except the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified; but if the contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives notice to the Owner and engineer.

25. Permits and Regulations

- a. Permits, licenses, and all certificates for inspection that may be required by the authorities for each contractor's particular work shall be secured and paid for by the contractor unless specified otherwise in the SPECIAL CONDITIONS.
- b. The contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the engineer in writing, and any necessary changes shall be adjusted. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations, and without such notice to the engineer, he shall bear all costs arising there from and shall save the Owner harmless from any fines, or loss arising in connection therewith.

26. Other Contracts

The Owner may award other contracts for additional work, and the contractor shall fully cooperate with such other contractors and carefully fit his own work to that provided under other contracts. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

If any part of the contractor's work depends for proper execution or results upon the work of any other contractor, the contractor shall inspect and promptly report to the engineer in writing any defects in such work that makes it unsuitable for such proper execution and results. If he fails to so inspect and report such defects, it shall constitute his acceptance of the other contractor's work as fit and proper for the execution of his work, except such defects that may develop in the other contractor's work after the execution of his work.

To insure the execution of his work the contractor shall measure work already in place and shall report at once to the engineer any discrepancy between the executed work and the drawings.

27. Mutual Responsibility of Contractors

If the contractor should cause damage to any separate contractor on the work, the contractor agrees upon due notice to settle with such contractor by agreement or arbitration if he will so settle. If such separate contractor commences arbitration or suit against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the contractor, who shall defend such proceedings at his own expense and, if any judgment against the Owner shall arise there from, the contractor shall pay or satisfy it and pay all costs incurred by the Owner.

28. Use of Premises (By Contractor)

The contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits, or the contract documents and shall not unreasonably encumber the premises with his materials or equipment.

The contractor shall not load or permit any part of any structure to be loaded with a weight, or cause pressures or stresses that will endanger its safety.

The contractor shall not, at any time, store materials or equipment on any of the existing roadways nor shall he perform any construction operation or work on any of the existing roadways unless it is deemed necessary for construction by the engineer.

The contractor shall conduct his hauling operations in such a manner as not to unduly interfere with traffic. At points where the contractor's equipment or trucks enter, leave or cross existing pavements, he shall erect and maintain suitable signs and warning devices. If the engineer so orders, the contractor shall station flagmen at such points.

29. Responsibility and Risk

The contractor shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of work, until the same shall have been completed and accepted by the Owner. He shall also assume all blame or loss by reason of neglect or violation of any state law or local ordinance, or encroachment upon neighbors. He shall make good any injury that may have occurred to any adjoining building in consequence of the erection of this work or during its progress.

30. Owner's Right to Terminate Contract

If (a) the contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors, or (b) 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 proceeding in connection therewith shall not be stayed on appeal within the said twenty (20) days, or (c) the contractor shall refuse all or fail, to supply enough properly skilled workmen or proper materials, or (d) 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 (e) the contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or (f) the contractor shall fail or refuse to regard laws, ordinances or the instructions of the engineer, or otherwise be guilty of a substantial violation of any provision of this contract, then, in any such event, the Owner, without prejudice to any other rights or remedy it may have, within ten (10) days' notice to the contractor, terminate the employment of the contractor and his right to proceed, either as to the entire work or (at the option of the Owner) as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by contract or otherwise, as the Owner may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative and inspection services and any damages for delay) such excess shall be paid to the contractor. If such expense shall exceed such unpaid balance, the contractor and his sureties shall be liable to the Owner for such excess.

31. Contractor's Right to Stop Work or Terminate Contract

If the work shall be stopped by order of the Court or any other public authority for a period of ninety (90) days without act or fault of the contractor or any of his agents, servants, employees, or subcontractors, the contractor may, upon ten (10) days' notice to the Owner, terminate the contract, in which event the Owner, shall pay for all work completed and any expense sustained, plus a reasonable profit.

32. Method of Payment

Contract unit prices shall include all labor, materials, equipment, overhead, and profit and shall be the sum total compensation payable for such items of work. Attached to this

schedule and as a part thereof shall be a construction schedule which will give the contemplated dates for the start, progress and completion of the major items of work to be performed under this contract.

The contractor shall, between the first and fourth day of each month, submit to the engineer a statement in detail showing the amount of work performed in the preceding month. Approval shall be established to provide an orderly sequence of approval by the engineer and owner of the statement submitted. Approval shall be made on the evaluation of work performed based on the "Schedule of Work" approved by the engineer. Payments shall be made on the basis of ninety percent (90%) of the approved monthly statement.

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect:

- (a) Defective work not remedied.
- (b) Claims filed, or reasonable evidence indicating probable filing of claims.
- (c) A reasonable doubt that the contract can be completed for the balance then unpaid.
- (d) Failure of the contractor to make payments for replacement of surveys, lines and grades.
- (e) Failure of the contractor to make payments for replacement of surveys, lines, and grades.

Payments shall be made of amounts withheld when the above grounds have been removed. No certificate given on payment made under this contract, except the final certificate on final payment, shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payments shall be construed to be an acceptance of defective work or improper materials.

Upon the completion of all work whatsoever required on the contract and after such time as may be required for the engineer to determine final quantities, the engineer shall file a written certificate with the Owner and with the contractor as to the entire amount of work performed and the compensation earned by the contractor, including extra work and compensation therefor.

Within thirty (30) days after the filing of such certificate of completion, the Owner shall pay to the contractor the amount therein stated.

33. Estimates of Quantities

The estimated quantities of work to be done and materials to be furnished under this contract, shown in the contract documents and the proposal, are given only for use in comparing bids and to indicate approximately the total amount of the contract; and the right is especially reserved to increase or diminish them as may be deemed reasonably necessary

or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall not give cause for claims of liability for damages. The Owner and the engineer do not expressly or by implication assume any responsibility that the quantities shall obtain strictly 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 location or other conditions pertaining thereto.

34. Subsurface Materials - Contractor's Representative

- a. General - By executing the contract, the contractor represents that he has visited the site, familiarized himself with the location conditions under which the work is to be performed and correlated his observation with the requirements of the specifications.
- b. The contractor further represents that he understands that subsurface information has been obtained for the project for engineering design purposes. This information has also been used in the preparation of estimates of quantities for bidding purposes. However, it is the obligation of the contractor to make his own investigation of subsurface conditions prior to submitting his proposal. The contractor has reviewed all available subsurface information, including but not limited to, boring logs, core recovery, test results and soils reports. The contractor's review has been in great detail through qualified and experienced representatives. The determination of subsurface materials and conditions to be encountered is a matter of judgement and opinion. All of the information available to the Owner and the engineer is available to the contractor upon request.

35. Unexpected Subsurface Conditions

The contractor will promptly notify the Owner and engineer in writing of any subsurface or latent Physical conditions at the site differing materially from those indicated in the contract documents. The engineer will promptly investigate those conditions and advise the Owner in writing if further surveys or subsurface tests are necessary. Promptly thereafter, the Owner will obtain the necessary additional surveys and tests and furnish copies to the engineer and the contractor. If the engineer finds that the results of such surveys or tests indicate subsurface or latent physical condition differing significantly from those indicated in the contract documents, a change order shall be issued incorporating the necessary revisions.

36. Changes and Alterations

- a. The Owner or engineer may make such minor changes in the drawings as are deemed necessary by them to complete more fully the project or any thereof, provided that they are of a character as not to affect materially the cost of the work involved.
- b. The contract documents may be modified and changed from time to time in a manner not materially affecting the substance thereof, if such changes are necessary to carry out and complete the work agreed to be done and performed. In the event the Owner orders a change in the work, and the estimated cost of the work covered by such change, is equal to or greater than twenty-five percent (25%) of the total bid listed in the proposal of the

total contract sum set out in the agreement, and if such change materially increases the cost of the work, the increased expense will be paid by the Owner. If such change diminishes the cost of the work, the amount of said diminution may be retained by the owner. No consequent loss or anticipated profit on work not executed will be paid to the contractor.

- c. The contractor shall do such additional work other than that designated by the contract documents as may be ordered in writing by the Owner, to complete fully the work as planned and contemplated. No claim for an addition to the contract sum shall be valid unless so ordered in writing. Where the work is of such character as provided in (a) above, the contractor will receive in full payment for such additional work the unit prices shown in the contract, and in the same manner as if such had been included in the original contract. Any work for which there is no quantity and unit price in the contract, and additional work as provided in (b) above, will be done at a price to be agreed upon previously in writing by the contractor and the engineer and approved by the Owner. Where a unit price or lump sum cannot be agreed upon by both parties or where this method of payment is impracticable, the Owner may order the contractor to do such additional work on a "force-account" basis.
- d. Force-Account Work: All additional work done on a "force-account" basis shall be paid for as follows:

Actual net cost in money to the contractor of the materials and of the wages of applied labor (including premiums for Workmen's Compensation Insurance), required for such changes and alterations, plus such rental for plant and equipment (other than small tools) required and approved for such changes and alterations, plus twenty percent (20%) of the cost of materials and labor as compensation for all other items of profit and costs or expenses, including administration, overhead, superintendence, insurance (other than Workmen's Compensation Insurance), materials used in temporary structures, allowances made by the contractor to the subcontractors, additional premiums upon the Performance Bond of the contractor and use of small tools. The provision hereof shall not affect the power of the contractor to act in case of emergency as herein provided. The Owner shall have the right to examine the books and records of the contractor relative to the cost figures in the work referred to above. Equipment rental rates shall be negotiated prior to the commencement of the work.

37. Owner's Right to Occupy Works

The right to occupy the whole or any portion of the works at any time prior to completion of the contract is reserved by the Owner. In case of said occupation of the works, the contractor shall proceed with the completion of the contract in such a manner as to cause the least possible interference with the Owner's employees, or others having business on the works.

The installation of equipment or work under other contracts shall not be interpreted as occupation of the works.

38. Delays and Extension of Time

If the contractor is delayed at any time in the progress of the work by any of the following, the time of completion shall be extended for a reasonable time:

- a. By any act or neglect of the Owner, its agents or employees.
- b. By any separate contractor employed by the Owner.
- c. By changes ordered in the work.
- d. To unforeseeable cause beyond the control and without the fault of negligence of the contractor including, but not restricted to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.
- e. To any delays of subcontractors occasioned by any of the causes specified in the above items (a), (b), (c), and (d).

Any claim for extension of time shall be made in writing to the Owner and engineer within seven (7) days of the occurrence of the event giving rise to the claim.

39. Guarantee of Work

- a. All work shall be guaranteed by the contractor against defects resulting from the use of inferior or defective material, equipment, or workmanship for one (1) year from the date of final completion of the contract, or from full occupancy of the project by the Owner, whichever is earlier.
- b. If, within the guarantee period, repairs or changes are required in connection with guaranteed work rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the contract, the contractor, promptly upon receipt of written notice and without expense to the Owner, shall place in satisfactory condition in every particular all such guaranteed work, correct all defects therein and make good, in a reasonable manner, all damage to the project.
- c. If the contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected and the contractor shall be liable for all expense incurred.
- d. All work covered by special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the contract shall nevertheless be subject to the terms of this section during the life of such special guarantee.

40. Indemnification

The contractor shall indemnify and save harmless the Owner and the engineer and their agents, officers and employees from and against all claims, damages, losses, liability, and expenses including attorney's fees arising out of or resulting from the performance of the project, provided that any such claim, damage, loss, liability or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the project 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, officers, or employees by any employee of the contractor and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by 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 obligation of the contractor under this Section shall not extend to the liability of the engineer, his agents, officers, 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, officers or employees provided such giving or failure to give is the primary cause of injury or damage.

41. Cleaning Up

The contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work, and at the completion of the work he shall remove all his rubbish from and about the site and all his tools, equipment, and surplus materials and shall leave his work broom-clean or its equivalent, unless more exactly specified. In case of dispute, the Owner may remove the rubbish and charge the cost to the contractor as the engineer shall determine to be just.

42. Uncorrected Work

If the Owner or engineer deems it unexpedient to correct work not done in accordance with the contract, an equitable deduction from the contract price shall be made therefore.

43. Liens

Neither the final payment or any part of the retain percentage shall become due until the contractor, if required, shall deliver to the owner a complete release of all liens arising out of this contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that

so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but the contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any lien. If any lien remain unsatisfied after all payments are made, the contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

44. Contractor's Claim

Neither the contractor nor the surety shall be entitled to present any claim or claims to the Owner either during the prosecution of the work or upon completion of the contract, for additional compensation for any work performed which was not covered by the approved drawings, specifications, and/or contract, or for any other cause, unless he shall give the Owner due notice of his intention to present such claims as hereinafter designated.

The written notice, as above required, must have been given to the Owner, with a copy to the engineer, prior to the time the contractor shall have performed such work or that portion thereof giving rise to the claim or claims for additional compensation; or shall have been given within ten (10) days from the date the contractor was prevented, either directly or indirectly by the Owner or his authorized representative, from performing any work provided by the contract, or within ten (10) days from the happening of the event, thing, or occurrence giving rise to the alleged claim.

45. Arbitration

All claims, disputes, and other matters in question arising out of, or relating to, this contract or the breach thereof except for claims which have been waived by final payment in accordance with Section 46, shall be decided by arbitration. This agreement to arbitrate shall be enforceable.

The Board of Arbitrators shall consist of three (3) members. Each party shall appoint one arbitrator and shall advise the other party thereof in writing, sent by registered mail. Thereafter, a third member shall be selected by the two so appointed.

The arbitrators shall proceed with diligence to hear the matter and the parties shall have a full opportunity to present testimony. The award shall be made by the arbitrators, or a majority of them, and shall be binding upon the parties, subject to appeal to the courts as provided by the laws of Pennsylvania.

The arbitrators shall fix their own compensation, unless otherwise provided by agreement, and shall assess the costs and charges of the proceedings upon either or both parties.

The contractor will carry on the work and maintain the progress scheduled during any arbitration proceedings unless otherwise agreed by the parties in writing.

46. Acceptance of Final Payment Constitutes Release

The acceptance by the contractor of the Final Payment shall be and shall operate as a release to the Owner of all claims and of 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, excepting the contractor's claims for interest upon the Final Payment, if this payment is improperly delayed. No payment, however final or otherwise, shall operate to release the contractor or his sureties from any obligation under this contract or the performance bond.

47. No Waiver of Legal Rights

The Owner or the engineer shall not be precluded or stopped by any erroneous measurements, estimate or certificate, made or given by them, or any agent or employee of the Owner or engineer, under any provision or provisions of the contract at any time, either before or after the completion and acceptance of the work and payment therefore, 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 specifications and contract. The Owner shall have the right to reject the whole or any part of the work or materials, should any measurements, estimates, certificate, or payment be found or be known to be inconsistent with the terms of the contract, or otherwise improperly given. The Owner shall not be precluded or stopped notwithstanding any such measurement, estimated, certificate, or payment in accordance therewith, from demanding and recovering from the contractor and/or his surety such damage as it may sustain by reason of his failure to comply with the terms of the specifications and contract, or on account of any overpayment or overpayments made on any estimate or certificate. Neither the acceptance of the Owner, the engineer, or any agent or employee of the Owner or engineer, nor any estimate or certificate by the engineer, for any payment of money, nor any payment for, nor 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 ties employees, shall operate as a waiver of any portion of the contract of 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.

48. Liquidated Damages

The Contractor agrees that side work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and Owner that this time for the completion of the work described herein is reasonable, taking into consideration the average climatic conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount of \$100.00 per day, not as a penalty but as a

liquidated damages for such breach of Contract, for each and every consecutive calendar day, including Saturdays, Sundays, and Holidays, that the Contractor shall be in default after time stipulated in the contract.

SPECIAL CONDITIONS

FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT

All Contractors shall comply with the Federal Occupational Safety and Health Act of 1970.

Each Contractor and all subcontractors pursuant to the Contract shall at all times comply with all applicable Federal, State and Local laws, provisions, and policies governing Safety and Health, including the Federal Register Chapter XVII, Part 1926 of title 29 code of Federal Regulations, Occupational Safety and Health Regulations for Construction, and all subsequent republications updating these regulations.

Each Contractor and all subcontractors pursuant to the contract shall have the sole responsibility to take any and all needed action as reasonably necessary to protect the life, health, and general occupational welfare of all personnel on the job, as well as the general public in and around the construction site.

TECHNICAL SPECIFICATIONS

For Technical Specification, this project shall be constructed in accordance with PennDOT Publication 408, latest edition and Publication 72, latest edition, **UNLESS OTHERWISE NOTED OR MODIFIED IN THE CONTRACT DRAWINGS AND SPECIFICATIONS.**

SECTION 413

SUPERPAVE ASPHALT MIXTURE DESIGN

DESCRIPTION -

This work is in accordance with Section 413 of PennDOT Publication 408, current edition, except as modified herein.

CONSTRUCTION -

The work of this section is the construction of plant-mixed bituminous concrete on a prepared surface. The work in this section includes placement of a compatible bituminous tack coat for bonding the new pavement layer to the existing layer below.

- A. Aggregate shall be obtained from a source as listed in Publication 34 – Aggregate Producers (Bulletin 14).
- B. Bituminous material shall be manufactured by approved sources and meet the requirements of Publication 37 – Specification for Bituminous Materials (Bulletin 25).
- C. Obtain bituminous mixtures from a plant meeting the requirements of Publication 27 – Specification for Bituminous Mixtures (Bulletin 27) and Publication 41 – Producers of Bituminous Mixtures (Bulletin 41).
- D. Send a copy of the bill of lading for each bituminous mixture to the Owner's Representative on the first day of paving and whenever a change in temperature range occurs.
- E. All equipment used for the prosecution of this work shall be in accordance with the requirements of PennDOT Publication 408, current edition.
- F. Use a paver that is capable of paving a width of 20 feet with one pass. Provide self-contained, power-propelled units with activated screeds or activated strike-off assemblies and with automatic screed controls, capable of producing a finished surface of specified evenness and texture. Provide heated units capable of spreading and finishing the mixture to the widths and depths indicated. Provide units capable of being operated at forward speeds consistent with satisfactory placement of the mixture, equipped with receiving hoppers having sufficient capacity for uniform spreading, and equipped with distribution systems that place the mixture uniformly in front of the screeds. Use hydraulic or other extension types against abutting lanes or longitudinal joints only if the unit feeds and activates the

extension by the same method as the main screed. At the outside edge of pavement widths that cannot be uniformly placed, the Contractor may use a non-activated extension when approved by the Inspector-in-Charge. Do not use equipment that tears, shoves, or gouges the mixture, or that causes tracks, indented areas, or other permanent blemishes. Do not use blade graders or drags or other permanent blemishes. Do not use blade graders or drags

- G. Power broom and thoroughly clean all streets to be resurfaced prior to applying tack coat and placing bituminous material.
- H. Cut keyways in neat, straight lines at all limits of work where new pavement meets existing pavement and at all manholes and inlets. Keyways locations shall be approved by the Inspector-in-Charge. Keyways shall be considered incidental to paving work and will not be measured and paid on a separate basis.
- I. Provide a tack coat that is compatible with both the existing subsurface layer and the new pavement mixture. Apply the tack coat in accordance with the Manufacturer's instructions to achieve a quality bond between the two.
- J. Finished grade surface of paving shall freely permit surface drainage to flow to the appropriate storm water facilities. No ponding of water shall be acceptable. Contractor shall remove and replace pavement sections which retain water at no additional cost to the Owner. Final acceptance of the finished pavement surface shall be by the Owner.
- K. Adjacent to flush curbs, gutters, and other abutting structures, place the wearing course mixture uniformly higher so that after compaction the finished surface is slightly above the edge of the abutting structure. Remove harmful material, clean, and seal the surface of wearing courses adjacent to curbs to form a bituminous gutter. Seal the mixture surface with a hot bituminous material of the class and type listed in Table A. Evenly apply the bituminous material a minimum width of 12 inches from the curb. The Contractor may use Class AET, Class E-6 (AASHTO SS-1 or CSS-1), or E-8 (AASHTO SS-1h or CSS-1h) emulsified asphalt instead of hot bituminous material if allowed by the Inspector-in-Charge. Control the application rate so residual asphalt completely fills surface voids and provides a watertight joint along the curb. If necessary, apply emulsified asphalt in two or more applications. After sealing, remove excess sealant material
- L. The Contractor shall correct surface irregularities and deficiencies on all areas of existing concrete or brick on which the bituminous wearing course is to be constructed with bituminous scratch or leveling course material as directed by the owner or its representative.
- M. All scratch and leveling course material shall be bituminous wearing course material and paid according to the unit price bid in the form of proposal for bituminous wearing course material.

- N. Backfilling is incidental to this task.
- O. Restoration of lawn areas and driveways is incidental to this task.

MEASUREMENT AND PAYMENT

- A. Measurement and payment shall use a tonnage (TON) standard for Bituminous Paving. Submit delivery tickets to the Owner's Representative and the Engineer to verify total as-built quantities. Any other miscellaneous items associated requirements, such as mobilization, maintenance and protection of traffic (MPT), utility interface adjustments, care in placing the new pavement without damaging the existing utilities, and meshing the new pavement placement to yield a smooth interface, are considered incidental to construction.

SECTION 491

MILLING OF ASPHALT PAVEMENT SURFACE, SPECIFIED DEPTH, MILLED MATERIAL RETAINED BY CONTRACTOR

DESCRIPTION -

This work is in accordance with Section 491 of PennDOT Publication 408, current edition, except as modified herein.

CONSTRUCTION -

- A. Sweeping, care in milling to avoid damaging the existing utilities, cutting keyways, and any other miscellaneous associated requirements are considered incidental to construction.
- B. Do not mill more street surface area than can be paved the following day.
- C. Coordinate all work to ensure that milled street surfaces do not remain unpaved over weekends or holidays.
- D. Protect all concrete curbs during milling operations.
- E. All asphalt millings shall become the property of the Contractor.
- F. Selective milling to remove existing wedge curb shall be done with appropriate small equipment and shall result in a surface which can be scratch coated and overlaid along with the adjacent roadway.
- G. Keyway Cuts - Cut keyways in neat, straight lines at all limits of work where new pavement meets existing pavement and at all manholes and inlets. Keyways locations shall be approved by the Inspector-in-Charge. Keyways shall be considered incidental to paving work and will not be measured and paid on a separate basis. Refer to RC-28M – Overlay Transitions and Paving Notches for details.

MEASUREMENT AND PAYMENT

- A. Miscellaneous associated requirements, such as utility interface adjustments and care in placing the new pavement without damaging the existing utilities are considered incidental to construction.

SECTION 901

MAINTENANCE AND PROTECTION OF TRAFFIC

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. This work is the maintenance and protection of traffic adjacent to and within the construction area.

1.02 REFERENCES

- A. Pennsylvania Department of Transportation (PADOT):
 - 1. Publication 408 – Specifications
 - 2. Publication 35 – Approved Construction Materials (Bulletin 15)
 - 3. Publication 234 – Flagging Handbook
 - 4. Publication 213 – Temporary Traffic Control Guidelines
 - 5. Publication 236 – Handbook of Approved Signs
 - 6. Publication 111 – Traffic Control Pavement Marking & Signing Standards– TC-8600 & TC 8700 Series

1.03 SUBMITTALS

- A. Submit a traffic control plan to the Owner.

1.04 NOTIFICATION

- A. Submit a time schedule to the Borough of New Brighton as appropriate for work to be performed and the municipalities will post streets with “No Parking” signs during construction.

1.05 MEASUREMENT AND PAYMENT

- A. No separate measurement or payment will be made for performing the work required under this section. All costs in connection herewith shall be included in the various bid items for this Contract Work.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. As specified in Section 901.2 of PADOT Publication 408.

PART 3 – EXECUTION

3.01 GENERAL

- A. Comply with PADOT Publication 213.
- B. Install and maintain traffic control devices. Use nonmetallic drums only. Provide safety for the general public and the work crew, and protection of the work.
- C. Schedule construction operations to permit movement of traffic as indicated for various phases of construction with minimum interference. If traffic interruptions become too frequent, cease operations in the area concerned, as directed. Take satisfactory remedial action to correct the situation before continuing operations.
- D. Open any substantially completed section of roadway for the use and convenience of traffic, as directed, and as specified in Section 107.15, PADOT Publication 408. When work is completed, immediately remove work zone traffic control devices.

3.02 DETOURS

- A. For indicated detours, furnish, erect, maintain, and remove the detour signs, unless otherwise specified. Also, temporarily cover, revise, or remove existing permanent guide signs, in the vicinity of the construction site and along the detour route, if the messages on the guide signs conflict with the detour signs. Erect, maintain, and remove the detour signs and the modification of directional signs, as indicated, and as required for construction conditions. Restore original signs to their original state upon removal of the detour.

3.03 LOCAL TRAFFIC MAINTENANCE AND SAFETY

- A. Proceed with the work to ensure safety and the least inconvenience to local traffic. Maintain local traffic ingress and egress by use of existing or new roadways.
- B. Provide and maintain local access to and from the nearest intersection of public roads or street, unless otherwise directed. Provide temporary approaches for local vehicular and pedestrian access to and from

commuter service, residential, business, industrial and other public and private facilities.

- C. Provide and maintain adequate bridging over base and surface courses, trenches, or other construction.

3.04 EQUIPMENT AND MATERIAL STORAGE

- A. Comply with PADOT Publication 213.

3.05 TUBULAR MARKERS

- A. When specified or indicated, furnish and install tubular markers in accordance with PADOT Publication 111, TC-8604.
- B. When directed or as required, replace the complete tubular marker or the tubular marker post only, as the case may be.
- C. When directed or as required, replace the reflective band on the tubular marker.
- D. Remove tubular markers when no longer required for traffic control or as directed.

3.06 EXISTING SIGNS

- A. Remove existing warning, regulatory, guide and directional signs as required to accommodate construction operations. Do not remove Stop or Yield signs unless an alternate type of traffic control is provided, such as flaggers, temporary traffic signal, etc. Continue the alternate traffic control until the Stop and/or Yield signs are replaced. Stake or mark sign locations or locate signs on construction drawings before removing any signs. Reinstall existing warning signs at appropriate locations within 4 hours of their removal. With the exception of Stop or Yield signs as herein noted, reinstall existing regulatory, guide and directional signs at appropriate locations within 24 hours of their removal.

3.07 BARRICADES

- A. Furnish and install barricades in accordance with PADOT Publication 213 and PADOT Publication 111, TC-8716 & TC-8717 except, all barricades to have a minimum of 270 square inches of reflective area facing traffic.

9000-0001 – BASE REPAIR – 10” EXCAVATION, 6” SUBBASE & 2 ½” BINDER (20% OF SY)

DESCRIPTION – This work consists of excavation and backfill for the roadway base repair as directed by the Engineer.

MATERIAL –

- a) 6” Subbase (Section 0350)
- b) 2½” Base Course (Section 0315)

CONSTRUCTION –

Excavate 10" and dispose of all material at an approved site. Compact subgrade, place 6" 2A subbase and 2½" base course. Pave with 1½" wearing course during final paving operation. Incidental to this item is all saw cutting and all equipment necessary for construction. All materials and construction requirements shall be in accordance with applicable sections of PennDOT Form 408 as specified in Section 2 of these Specifications and within reasonably close conformity to the lines, grades, width and depth as specified or directed by the Engineer. Mix designs with more than 15% RAP will not be accepted.

MEASUREMENT AND PAYMENT-

This item measured and paid complete in-place on a Square Yard (SY) basis.

END OF SECTION

9000-0002 - Scarifying and Compacting Roadbed, 3” Depth

The existing road must be prepared for reconstruction as a new raw base course.

Materials – Materials will be those in the existing roadbed.

Equipment – Equipment shall be capable of scarifying and blending the full width of the roadway to a minimum depth of 3 inches. All teeth on the scarifier shall be in place and adequate to break up the existing roadbed into a uniform, compactable material.

Construction Details –

The contractor is to be aware of predicted weather and changing weather patterns and schedule operations to minimize the change of getting pulverized and underlying materials wet. Damage to the roadway or materials prior to compaction shall be corrected at no direct pay.

The scarified material shall be blended across the roadway to form a uniform mixture. Pieces of roadbed that cannot be adequately broken and blended shall be removed. The scarified and compacted roadbed shall be finished to a uniform, smooth, tightly-knit surface. There shall be no undulations between stations.

Acceptance - Compaction shall meet the following:

TYPE	% OF MAXIMUM DENSITY, Min.
Base	100.0 %
Subbase	95.0 %

Visual Inspection - The contractor will be required to correct any deficiencies caused to the scarified roadbed prior to compaction, loose materials, soft spots, irregular surface or other deviations.

Measurement and Payment – This item shall be paid in Square Yards at 3” Depth.

END OF SECTION

9000-0003 – Asphalt Seal Coat with Fog Seal

Description – This work is a single applications of emulsified asphalt, immediately followed by application of coarse aggregate in accordance with Section 470 and then an application of fog seal in accordance with Section 472 of PennDOT Publication 408, latest revision, except as modified herein.

Material - CRS-2P, Washed #8's

Construction –

ADD THE FOLLOWING TO SECTION

- (d) **Add the following to Protection of Surface:** In addition to using a power broom to remove loose aggregate before and after the roadway is opened to traffic, use a vacuum truck to remove any additional loose stone within 72 hours then again with a vac truck 7 & 14 days after completion.
- (e) **Add the following to Evaluation of Completed Seal Coat Surface.** Fog seal as specified in Section 472.
- (f) **Utility Structures.** Protect valve boxes, manholes and inlets from application of bituminous material and aggregate as necessary to keep them clean.

END OF SECTION

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

Project Name:	New Brighton Borough - 2026
General Description:	Paving within the Borough of New Brighton
Project Locality	New Brighton Borough - Beaver
Awarding Agency:	New Brighton Borough
Contract Award Date:	2/19/2026
Serial Number:	26-00582
Project Classification:	Heavy/Highway
Determination Date:	1/22/2026
Assigned Field Office:	Pittsburgh
Field Office Phone Number:	(412)565-5300
Toll Free Phone Number:	(877)504-8354
Project County:	Beaver County

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

Project: 26-00582 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	8/1/2024		\$43.40	\$29.51	\$72.91
Asbestos & Insulation Workers	8/1/2025		\$45.10	\$30.31	\$75.41
Boilermakers	6/1/2016		\$40.90	\$27.61	\$68.51
Bricklayer	6/1/2025		\$39.80	\$25.87	\$65.67
Bricklayer	12/1/2025		\$40.30	\$26.37	\$66.67
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	6/1/2024		\$41.49	\$19.93	\$61.42
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2025		\$43.34	\$19.93	\$63.27
Cement Finishers	6/1/2016		\$28.71	\$17.85	\$46.56
Cement Masons	7/1/2024		\$34.57	\$25.09	\$59.66
Drywall Finisher	1/1/2025		\$34.01	\$24.63	\$58.64
Drywall Finisher	6/1/2025		\$35.16	\$25.98	\$61.14
Electricians	12/30/2024		\$49.05	\$29.44	\$78.49
Electricians	12/29/2025		\$51.45	\$30.17	\$81.62
Electricians	12/28/2026		\$53.95	\$30.94	\$84.89
Electricians	12/27/2027		\$56.55	\$31.75	\$88.30
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	6/1/2024		\$39.89	\$36.47	\$76.36
Iron Workers	6/1/2025		\$41.50	\$37.36	\$78.86
Laborers (Class 01 - See notes)	1/1/2024		\$26.82	\$19.46	\$46.28
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)	1/1/2024		\$26.97	\$19.46	\$46.43
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)	1/1/2024		\$29.97	\$19.46	\$49.43
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
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)	6/1/2024		\$41.69	\$24.39	\$66.08
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)	6/1/2024		\$35.62	\$24.39	\$60.01

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

Project: 26-00582 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 02 -see notes)	6/1/2025		\$36.67	\$24.79	\$61.46
Operators (Class 02 -see notes)	6/1/2026		\$37.67	\$25.29	\$62.96
Operators (Class 03 - See notes)	6/1/2024		\$32.83	\$24.39	\$57.22
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)	6/1/2024		\$32.14	\$24.93	\$57.07
Painters Class 6 (see notes)	6/1/2025		\$34.16	\$25.81	\$59.97
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
Plasterers	6/1/2024		\$33.14	\$21.04	\$54.18
plumber	6/1/2025		\$54.95	\$25.87	\$80.82
plumber	6/1/2026		\$58.05	\$25.87	\$83.92
plumber	6/1/2027		\$61.15	\$25.87	\$87.02
Pointers, Caulkers, Cleaners	6/1/2025		\$40.66	\$21.99	\$62.65
Pointers, Caulkers, Cleaners	12/1/2025		\$41.50	\$22.50	\$64.00
Roofers	6/1/2025		\$39.91	\$20.76	\$60.67
Roofers	12/1/2025		\$41.21	\$21.46	\$62.67
Sheet Metal Workers	7/1/2024		\$43.00	\$33.96	\$76.96
Sheet Metal Workers	7/1/2025		\$45.00	\$35.16	\$80.16
Sign Makers and Hangars	7/15/2024		\$32.32	\$25.82	\$58.14
Sign Makers and Hangars	7/15/2025		\$33.48	\$26.41	\$59.89
Sprinklerfitters	4/1/2024		\$46.45	\$28.62	\$75.07
Sprinklerfitters	4/1/2025		\$49.75	\$29.21	\$78.96
Steamfitters	6/1/2024		\$48.15	\$29.57	\$77.72
Steamfitters	6/1/2025		\$50.20	\$31.02	\$81.22
Stone Masons	12/1/2022		\$38.56	\$23.61	\$62.17
Terrazzo Finisher	6/1/2025		\$41.73	\$19.03	\$60.76
Terrazzo Finisher	12/1/2025		\$42.75	\$19.51	\$62.26
Terrazzo Mechanics	6/1/2025		\$41.13	\$21.28	\$62.41
Terrazzo Mechanics	12/1/2025		\$42.15	\$21.76	\$63.91
Tile Finisher	6/1/2025		\$33.24	\$18.36	\$51.60
Tile Finisher	12/1/2025		\$33.99	\$18.71	\$52.70
Tile Setter	6/1/2025		\$40.15	\$22.80	\$62.95
Tile Setter	12/1/2025		\$40.80	\$23.25	\$64.05
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**

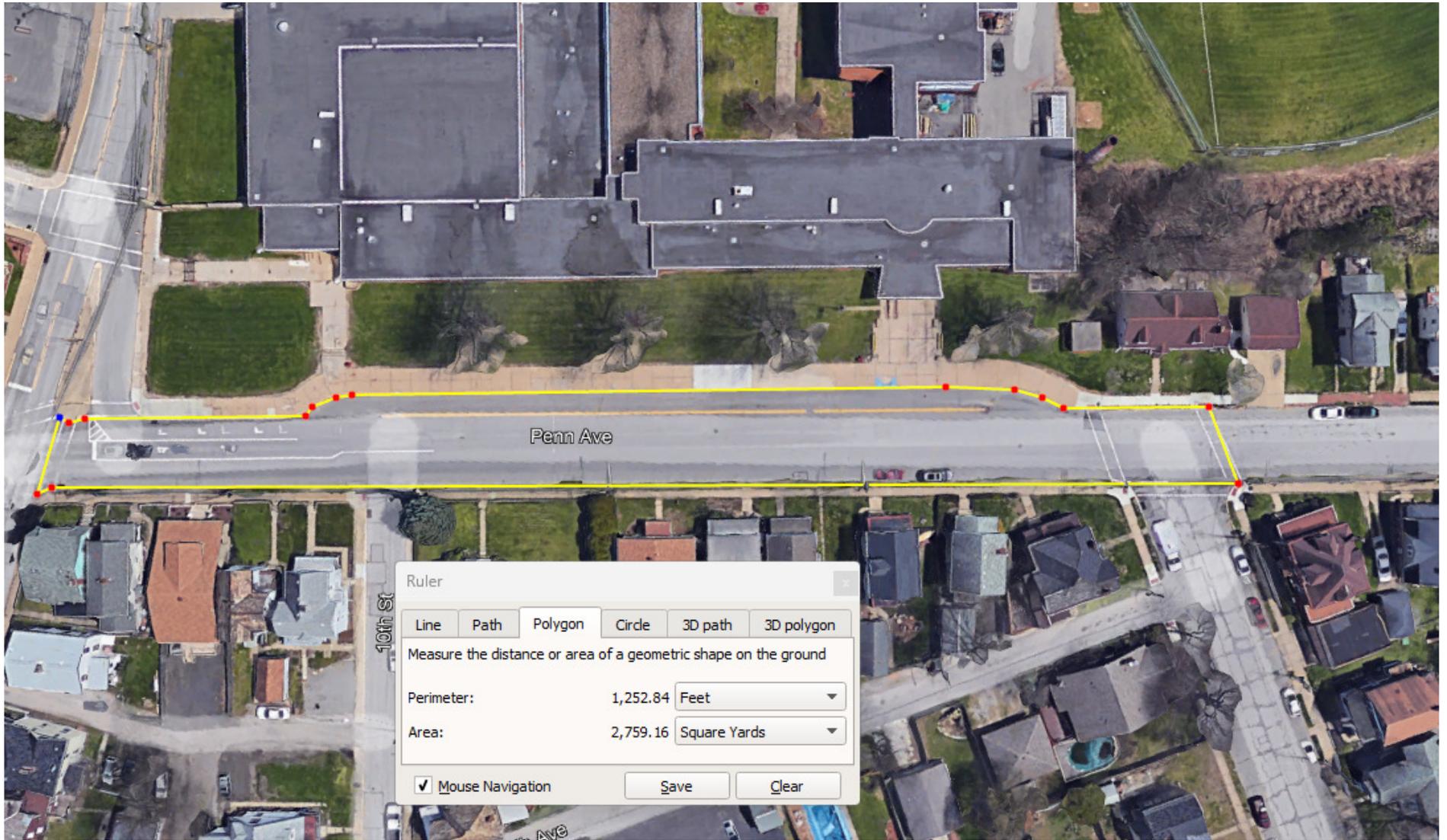
Project: 26-00582 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2025		\$41.35	\$22.09	\$63.44
Carpenter	1/1/2026		\$42.60	\$22.84	\$65.44
Carpenter Welder	1/1/2025		\$42.85	\$22.09	\$64.94
Carpenter Welder	1/1/2026		\$44.10	\$22.84	\$66.94
Carpenters - 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	1/1/2024		\$35.14	\$26.30	\$61.44
Cement Finishers	1/1/2025		\$35.94	\$27.50	\$63.44
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Electric Lineman	6/3/2024		\$53.97	\$31.05	\$85.02
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2024		\$39.89	\$36.47	\$76.36
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2025		\$41.50	\$37.36	\$78.86
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**

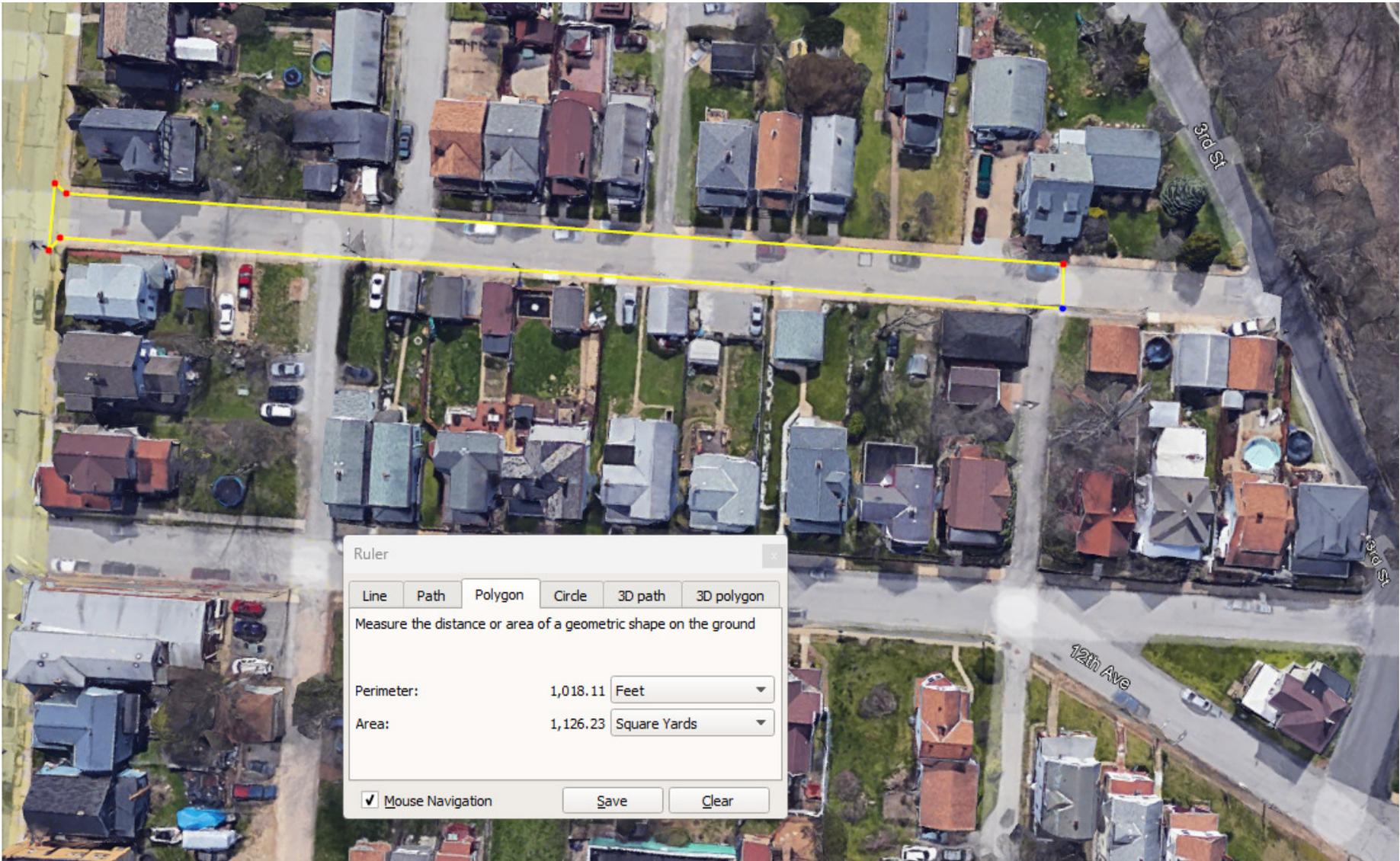
Project: 26-00582 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators Class 1-B	1/1/2026		\$43.96	\$24.66	\$68.62
Painters Class 1 (see notes)	6/1/2022		\$34.45	\$22.82	\$57.27
Painters Class 2 (see notes)	6/1/2025		\$40.36	\$25.81	\$66.17
Painters Class 3 (see notes)	6/1/2024		\$40.66	\$24.93	\$65.59
Painters Class 3 (see notes)	6/1/2025		\$43.68	\$25.81	\$69.49
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



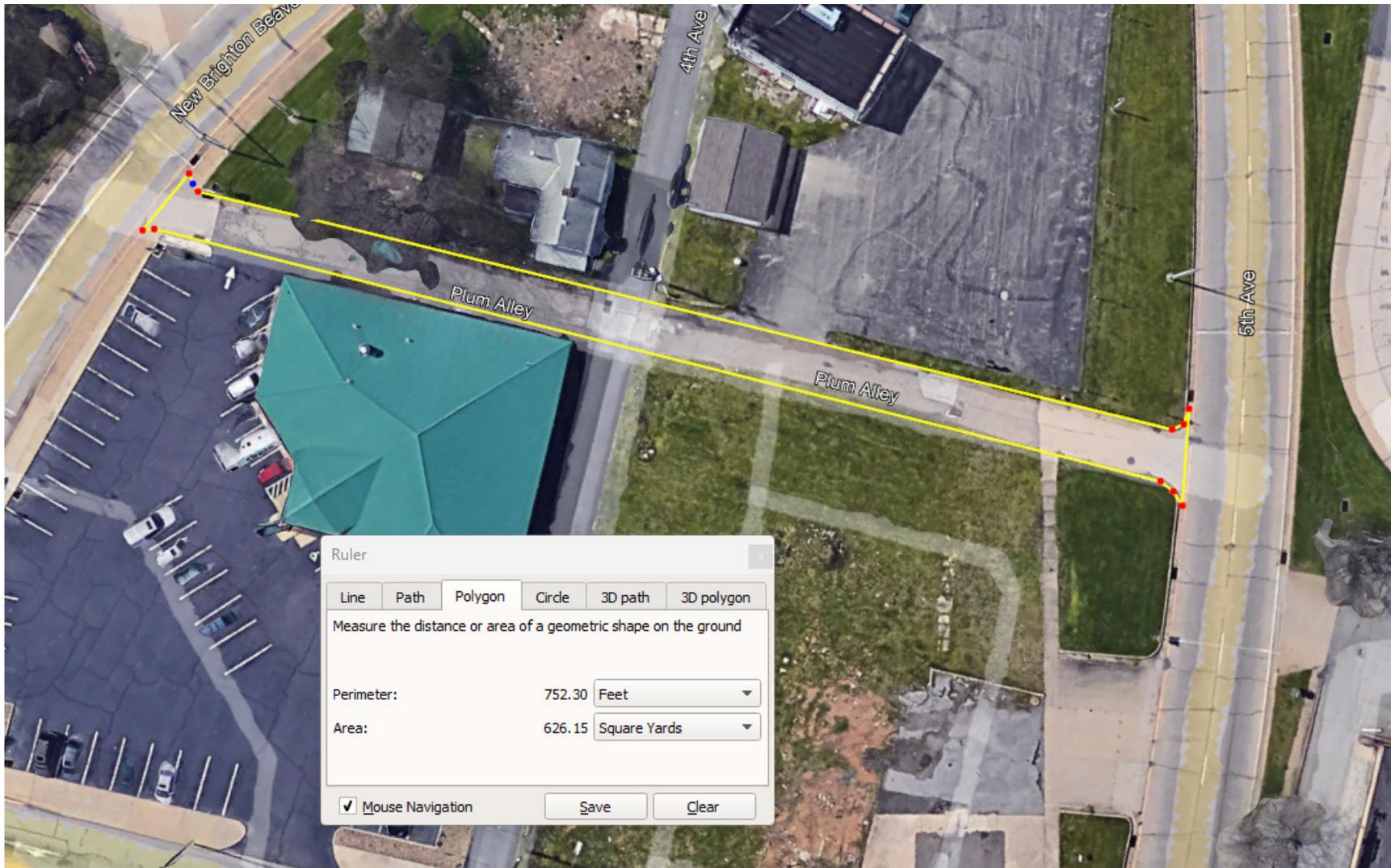
— Proposed Paving
— Proposed Seal Coating
— Alternate Seal Coating



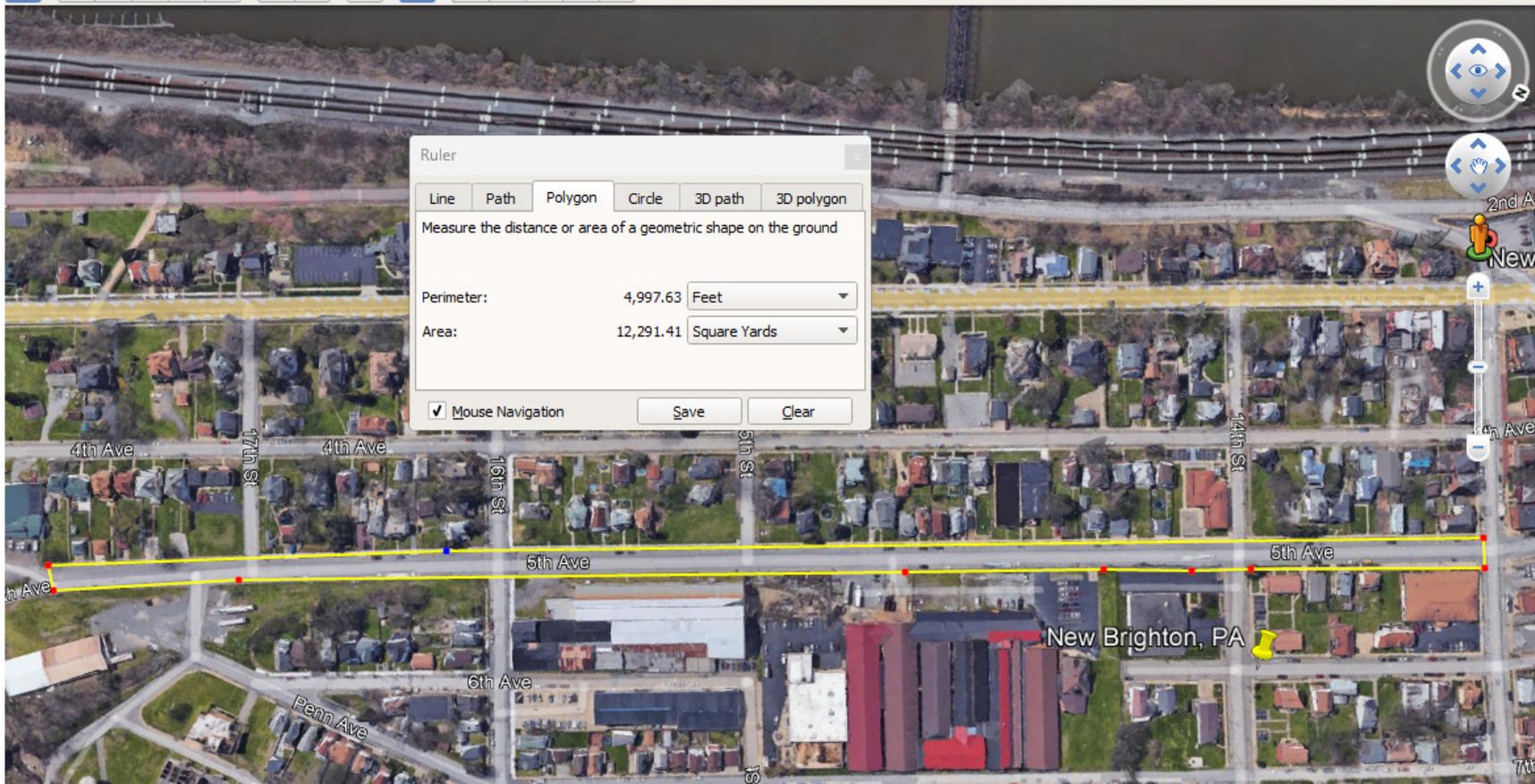
Penn Avenue – 11th Street to Allegheny Street



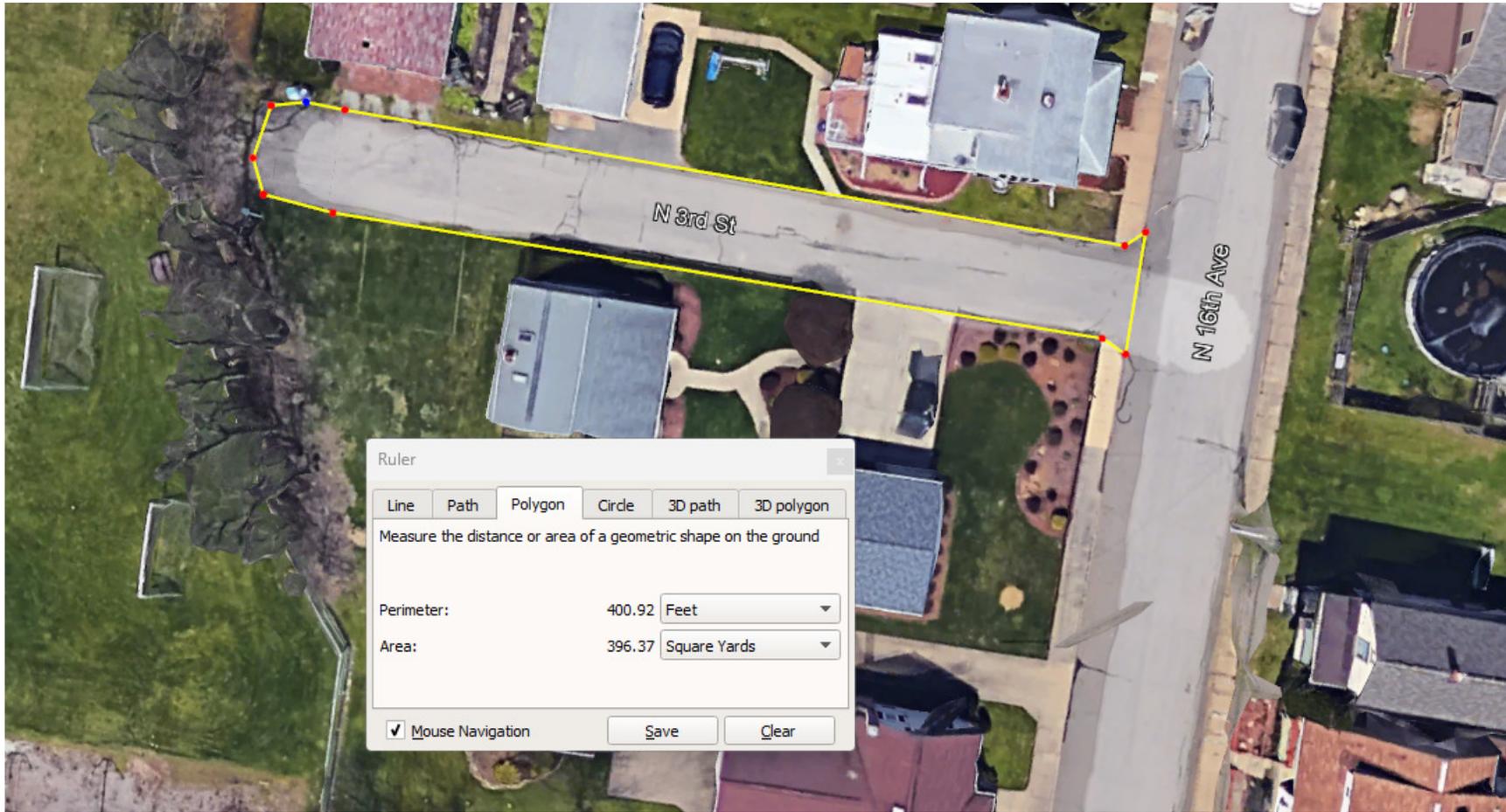
11th Avenue – 5th Street to Bluff Alley



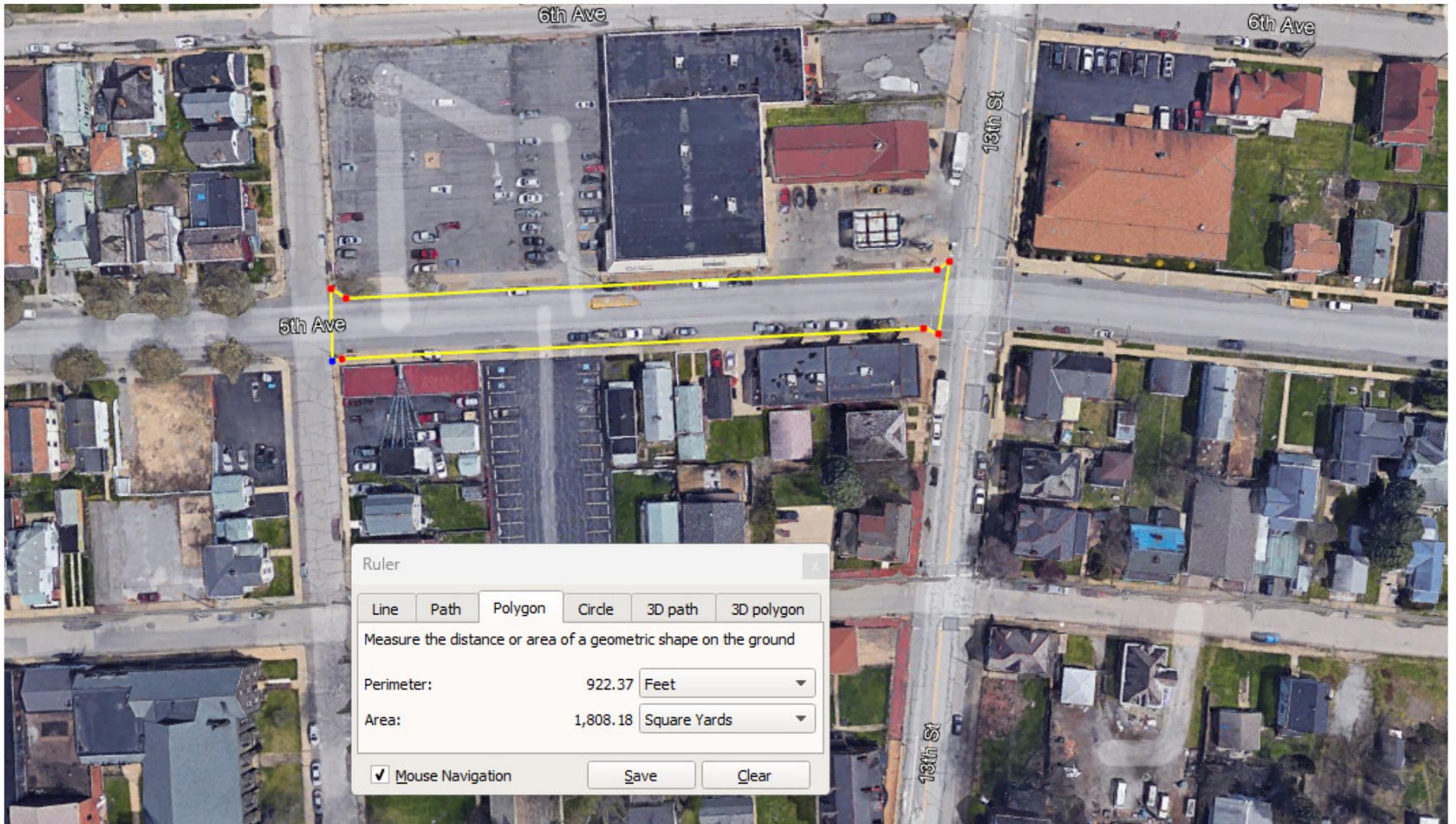
Plum Alley – 5th Street to 3rd Street



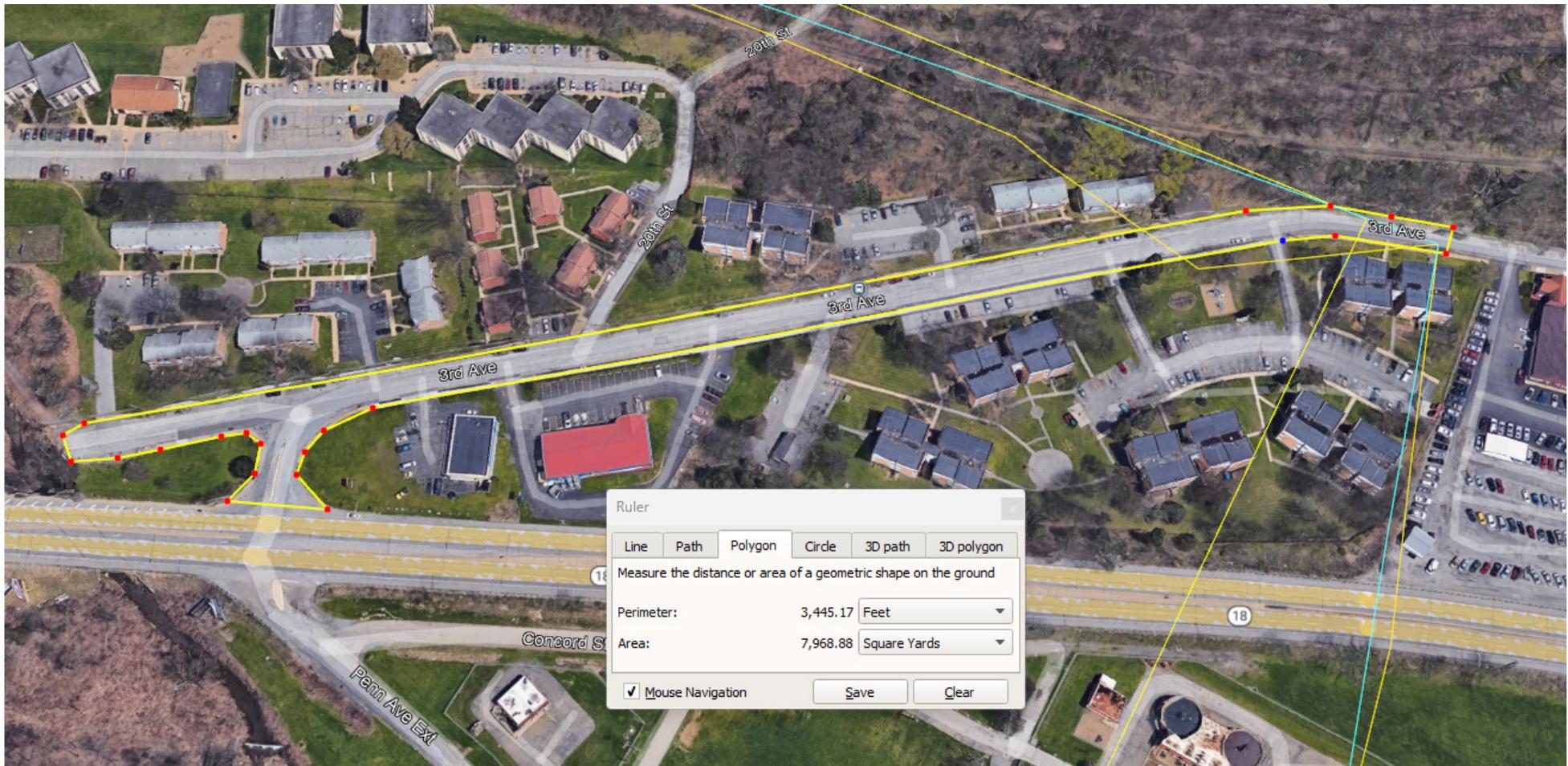
5th Avenue – 13th Street to Valley View Gardens



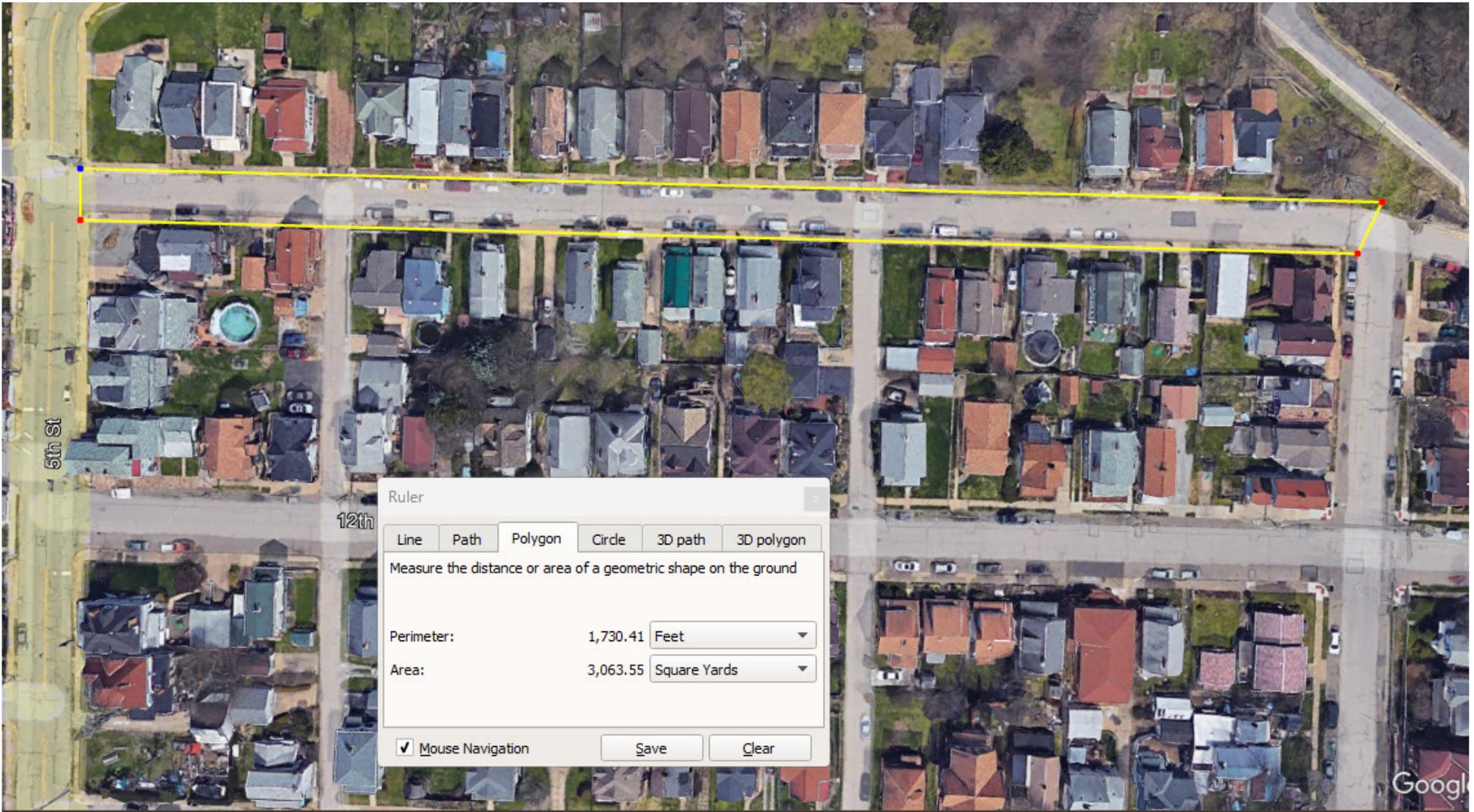
N 3rd Street – N. 16th Avenue to Dead End



5th Avenue from 12th Street to 13th Street



3rd Avenue – Housing Project to Rochester Township Line including the entrance off o SR 18/65.



13TH Avenue – 5th Street to 6th Street

Serial Numbers – 20260231394

Design Contact Information - Please use email when possible to communicate with facility owners.

COMPANY: VERIZON PENNSYLVANIA LLC

EMAIL: ICALL-VERIZON-PADE@VERIZON.COM

COMPANY: BEAVER FALLS MUNICIPAL AUTHORITY

ADDRESS: 1425 8TH AVE

PO BOX 400

BEAVER FALLS, PA. 15010

CONTACT: Justin Wood

EMAIL: justinw@bfwater.net

PHONE: 724-987-8757

COMPANY: COLUMBIA GAS OF PA INC

ADDRESS: 1600 DUBLIN RD

COLUMBUS, OH. 43215

CONTACT: LISA COLLINS

EMAIL: ldugan@nisource.com

PHONE: 614-325-5961

COMPANY: NEW BRIGHTON BOROUGH

ADDRESS: 610 3RD AVE

NEW BRIGHTON, PA. 15066

CONTACT: STEVE MCNUTT

EMAIL: 811@NEWBRIGHTONPA.ORG

PHONE: 724-624-1811

COMPANY: WINDSTREAM ENTERPRISE/WHOLESALE

ADDRESS: 4005 N RODNEY PARHAM RD

LITTLE ROCK, AR. 72212

CONTACT: CLEC LOCATE DESK PERSONNEL

EMAIL: WCI.CLEC.LOCATE@WINDSTREAM.COM

PHONE: 800-941-3430

COMPANY: DUQUESNE LIGHT COMPANY

ADDRESS: 2645 NEW BEAVER AVE
PA-TD
PITTSBURGH, PA. 15233

CONTACT: KYLIE PARISON

EMAIL: KPARISON@DUQLIGHT.COM

PHONE: 412-393-2927

COMPANY: CABLE PROTECTION SERVICES INC.

ADDRESS: P.O. BOX 4816
MIDLOTHIAN, VA 23112

CONTACT: DEBBIE KING

EMAIL: DEBBIE_KING@CABLEPS.com

PHONE: 804-562-3409

COMPANY: LUMEN FORMERLY LEVEL 3

ADDRESS: 931 14th ST
DENVER, CO 80202

CONTACT: LUMEN OPERATOR PERSONNEL

EMAIL: RELOCATIONS@LUMEN.COM

PHONE: 877-366-8344 EXT. 3

COMPANY: ZAYO BANDWIDTH FORMERLY PPL TELCOM LLC

ADDRESS: 170 ROBBINS ROAD
DOWNTOWNK, PA 19335

CONTACT: JOHN HOWELLS

EMAIL: JOHN.HOWELLS@ZAYO.COM

PHONE: 610-476-1634