

**CITY OF CONNELLSVILLE
FAYETTE COUNTY, PENNSYLVANIA**

**CITY OF CONNELLSVILLE 2026
PAVING PROJECT**

APRIL 2026

Prepared For:

**CITY OF CONNELLSVILLE
110 North Arch Street
Connellsville, PA 15425**

Prepared By:

**WIDMER ENGINEERING INC.
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Connellsville, PA 15425
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W.E. #25681

**CITY OF CONNELLSVILLE
2026 PAVING PROJECT**

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TECHNICAL SPECIFICATIONS (SEE TABLE OF CONTENTS OF TECHNICAL SPECIFICATIONS)

ADVERTISEMENT FOR BIDS

Sealed bids for the City of Connellsville 2026 Paving Project, County of Fayette, will be received by the City of Connellsville at City Hall located at 110 North Arch Street, Connellsville, PA 15425, until 4:00 P.M., local prevailing time on Tuesday, May 19th, 2026.

The bids will be publicly opened and read aloud at City Hall at 5:00 P.M. on Tuesday, May 19th, 2026.

The work will consist of the milling and asphalt overlay of various streets within the City of Connellsville.

Each proposal shall be accompanied by security in the form of a certified check or bid bond payable to the order of City of Connellsville in the amount not less than ten percent (10%) of the total bid in accordance with provisions of the Contract Documents.

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

The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, or handicap.

The City of Connellsville reserves the right to reject any or all bids, or to waive any informalities in the biddings.

Bids may be held by the City of Connellsville for a period of forty-five (45) days from the date of opening of bids for the purpose of reviewing bids and investigating the qualifications of bidders prior to awarding the Contract.

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

The City of Connellsville is an Equal Opportunity Employer and does not discriminate because of race, color, religious creed, handicap, ancestry, national origin, age, or sex.

Rita Smith,
City Clerk
City of Connellsville

2 Times – April 23, and 30, 2026

Proof of Publication Required

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

Contract Price: The lump sum(s) or unit price(s) bid by the Contractor and named in the Proposal, or the total of all payments made or to be made under the Contract at the lump

sum(s) or unit price(s), as the case may be.

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

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

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

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

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

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

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

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

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

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

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

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

"Directed", etc.: Wherever in these Contract Documents the words "directed", "required", "permitted", "ordered", "instructed", "designated", "considered necessary", "prescribed", or

words of like import are used, it shall be understood that the direction, requirements, permission, order, instruction, designation, or prescription, etc., of the Engineer is intended, unless otherwise specifically stated.

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

2. RECEIPT OF BIDS

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

3. STATEMENT OF BIDDER'S QUALIFICATIONS

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

4. COLLUSIVE AGREEMENTS

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

5. BIDDER RESPONSIBILITY

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

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

6. APPROXIMATE ESTIMATE OF QUANTITIES

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

7. PREPARATION OF PROPOSAL

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

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

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

8. PROPOSAL SECURITY

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

9. WITHDRAWAL OF PROPOSALS

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

confirmed in writing, by the Bidder in person, or by an accredited representative of the Bidder before the time set for the opening of Proposals. No bids may be withdrawn for the period of time stipulated in the Proposal.

10. RIGHT TO REJECT PROPOSALS

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

11. CHANGES PRIOR TO THE OPENING OF BIDS

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

12. SCOPE OF WORK

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

13. SUBMITTING PROPOSAL

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

14. AWARD AND EXECUTION OF CONTRACT

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

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

If the Contractor executes his Contract as herein provided and the Contract is not executed by the Owner within thirty (30) days after the receipt thereof from the Contractor, the Owner upon written request of the Contractor will return the Proposal Security. In such event, the award of the Contract shall be considered as annulled.

The Contract, surety bonds, and insurance certificates shall be executed in triplicate or in as many copies as the Owner may require.

15. CANCELLATION OF AWARD

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

16. SURETY BONDS

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

17. INDEMNITY AND INSURANCE

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

A. Compensation Insurance

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

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

1) Public Liability

In an amount not less than \$1,000,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident.

2) Property Damage

In an amount not less than \$1,000,000.00, with an aggregate of \$1,000,000.00.

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

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

In any and all claims against the Owner or the Engineer or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, the indemnification obligation under this Article shall not be limited in any way 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 obligations of the Contractor under this Article shall not extend to the liability of the Engineer, his agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications or (b) the giving of or the failure to give directions or instructions by the Engineer, his agents or employees provided such giving or failure to give is the primary cause of injury or damage.

C. Builder's Risk Insurance

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

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

D. Railroad Protective Liability and Property Damage Insurance

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

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

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

18. CANCELLATION OF CONTRACT

As soon as practicable after the satisfactory execution of the Contract by both parties, written notice to proceed with the work will be given to the Contractor. If such notice is not given within ninety (90) days after Contract execution, and the delay is not caused by the Contractor or accepted by him in writing, the Contract may be declared null and void.

If the Contractor incurs any expense in furtherance of the Contract prior to receipt of the Notice to Proceed, he does so on his own responsibility.

19. COMPLETION TIME AND LIQUIDATED DAMAGES

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

20. WAGES AND SALARIES

WAGE RATES ARE REQUIRED FOR THIS PROJECT.

21. EQUAL EMPLOYMENT OPPORTUNITY

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

22. RESIDENT WORKMEN

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

23. HUMAN RELATIONS ACT

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

24. STANDARD OF QUALITY

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

25. STEEL PRODUCTS PROCUREMENT ACT

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

26. MAINTENANCE BOND

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

SPECIAL INSTRUCTIONS TO BIDDERS

The following items are incidental to the paving material in place:

1. All streets are to be machine swept, and any excess material must be removed prior to paving.
2. All streets are to be bituminous tack coated per Section 460 of PennDOT 408 Specifications or latest edition. The middle seam between lanes shall be tack coated. This work is incidental to paving.
3. Pavement notches are to be cut per PennDOT Standards and are incidental to paving. Pavement notches are to be placed at the intersection of all streets, alleys, starting point, ending point and as directed by the Engineer.
4. Contractor to provide traffic control as per PennDOT Publications 203/203A, Work Zone Traffic Control, current edition. Traffic Control is incidental to paving.
5. Contractor to provide approved mix designs a minimum of five (5) working days prior to the start of work.
6. All pavement adjacent to existing curbs, inlets, manholes, water boxes, gas boxes, and abutting pavement must be sealed. The sealant must be covered with a light rock dust. This work is incidental to paving.
7. All roll curb, to be placed at the direction of the Engineer, will be paid in tonnage under Bid Proposal Item – 9.5mm Superpave Asphalt – Wearing Course. No special forming is required. Such curbing will be neatly hand raked and tamped, if necessary.
8. All wedge curb, to be placed at the direction of the Engineer, will be paid in tonnage under Bid Proposal Item - 9.5mm Superpave Asphalt - Wearing Course.
9. Delivery tickets for all materials must be provided to the Engineer.
10. The Contractor must provide a CS-4171 Certificate of Compliance within twenty four (24) hours of placing the bituminous material for each placement.
11. Contractor must notify City of Connellsville a minimum of five (5) working days prior to start of the project. Timely notice to residents shall be given, in order that parked vehicles are not present to interfere with the work.
12. Completion of Non-Collusion Affidavit is required.
13. Contractor shall be responsible for all defects that occur within one (1) year of application.
14. All work in this Contract shall be completed in accordance with standard PennDOT 408 Specifications latest editions.
15. Contractor shall be responsible for securing all permits, approvals, bonds, etc. for hauling and transporting all material, machinery, equipment, etc. on roadways owned by the State of Pennsylvania, County of Fayette, and neighboring municipalities as applicable. The cost associated with the above described permits, approvals, bonds, etc. shall be incidental to the work described within these Specifications. No additional compensation will be made for this item.
16. PA Wage rates are required for this project.
17. Contractor to provide paving slips to on-site inspector for purposes of tracking quantities and expenses as the project proceeds.
18. Contractor to be mindful of traffic loop at intersection of Apple and Pittsburgh. Any damage incurred during project is responsibility of Contractor to repair.

BID PROPOSAL

Contractor's Name _____
 Address _____
 Telephone Number _____
 Fax Number _____
 e-mail _____
 Federal I.D. Number _____
 Date _____

To: City of Connellsville
 110 North Arch Street
 Connellsville, PA 15425

For: City of Connellsville 2026 Paving Project

Council Members:

1. Pursuant to and in compliance with your request inviting proposals for the construction of the above project and having carefully examined the contract documents, prepared by Widmer Engineering Inc., comprised of the drawings; specifications and all other documents bound therewith; together with all addenda or bulletins thereto; and being familiar with the site and the various conditions affecting the work, the undersigned hereby offers to furnish all plant, labor, supervision, materials, supplies, equipment, and other facilities and things necessary or incidental to the work as required by and in strict accordance with the applicable provisions of the plans and specifications, contract documents, and of all addenda or bulletins issued by the Owner for the unit prices named in the following schedule.

BID PROPOSAL

Paving segments of: E. Peach Street, E. Murphy Avenue, E. Apple Street, E. Gibson Avenue, N. Cottage Avenue, E. Fayette Street, N. Prospect Street, and N. Penn Street

Item No.	Description	Quantity	Unit Price	Total Amount
1.	1" milling and all cleaning, complete in place.	532 S.Y.		
2.	Superpave Asphalt, 9.5 mm PG 64-22, Wearing Course, HMA, 0 to 0.3 million ESAL's, SRL-E, to include a 1.5" Wearing Course, complete in place.	945 Tons		

TOTAL BID AMOUNT: \$_____ (Digits)

TOTAL BID AMOUNT IN WORDS:_____

ALTERNATE BID PROPOSAL

Paving segments of: Mountz Street and Johnson Avenue

Item No.	Description	Quantity	Unit Price	Total Amount
1.	Superpave Asphalt, 19.0 mm PG 64-22, Binder Course, 0 to 0.3 million ESAL's, SRL-E, 2" Course, Installed and compacted complete in place.	45 Tons		
2.	Superpave Asphalt, 9.5 mm PG 64-22, Wearing Course, HMA, 0 to 0.3 million ESAL's, SRL-E, to include a 1.5" Wearing Course, complete in place.	150 Tons		

TOTAL BID AMOUNT: \$ _____ (Digits)

TOTAL BID AMOUNT IN WORDS: _____

2. The total bid amount is to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.
3. The above prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work as specified.
4. The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.
5. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **forty five (45) calendar days** after the scheduled closing time for receiving bids.
6. Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal Contract dated within ten (10) days and deliver a Surety Bond or Bonds as required by these Specifications. The bid security attached in the sum of _____ 10% (\$ _____) is to become the property of the Owner in the event the Contract and Bonds are not provided within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.
7. The Bidder agrees to commence the Contract work upon receipt of a written "Notice to Proceed" from the Owner and to fully complete the project within **ninety (90) consecutive calendar days** thereafter. The Bidder further agrees to pay as liquidated damages, the sum of **\$200.00 for each calendar day** thereafter.
8. The undersigned represents that he is in receipt of the following number of addenda issued by Widmer Engineering Inc. (If no addenda are issued, insert the word "none" in the following space) _____.
9. By submission of this Bid, each Bidder certifies, and in the cause of a joint Bid, each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.
10. To the extend he deems it necessary or desirable, the Bidder has reviewed the Drawings and Project Manual, visited the proposed building site and made all site, soil and subsurface tests and independently verified the location of all underground utilities and other structures and obstructions.

- 11. The Bidder represents that he has had ample opportunity to request clarification from the Owner and the Engineer about any part of the Drawings and Contract Documents which are not entirely clear to him or about which he has any questions or reservations and that, to the extent he has requested clarifications, he has received satisfactory responses.
- 12. The Bidder has carefully reviewed the Drawings and Contract Documents for the purpose of detecting any inconsistencies between the Drawings and Specifications (or any items included in the Drawings but not in the Specifications, or in the Specifications but not on the Drawings), and, to the extent he has observed any such inconsistencies and/or omissions, he has duly noted them and has had an adequate opportunity to request clarification from the Owner and the Engineer, and he has received a satisfactory response with respect thereto.
- 13. The bidder is required to submit an experience statement with this Bid.

Respectfully submitted,

(SEAL)

BIDDER

BY: _____
(Signature)

TITLE: _____

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

Date: _____, 2026 _____

Name of Bidder

BY _____

TITLE _____

Official Address:

BID BOND

PROJECT: _____

BID DATE: _____

PRINCIPAL
(NAME AND MAILING ADDRESS)

SURETY
(NAME AND MAILING ADDRESS)

KNOW ALL MEN BY THESE PRESENTS that the above-named Principal and Surety are held and firmly bound unto **City of Connellsville**, hereinafter called the Owner, in the sum of ten percent (10%) of the Principal's Bid on the above Project, for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

1) If the Principal's Bid is determined by the Owner to be the successful Bid and the Principal shall qualify as the successful Bidder by meeting the Owner's standards regarding financial responsibility, competency, experience, reputation and quality of previous work, and shall duly execute and deliver the Contract prepared by the Owner for the Project, and provide the required bonds and insurance certificate(s), or

2) If the Principal's Bid is determined by the Owner to be an unsuccessful Bid, and this bond is returned to the Principal,

Then this obligation shall be void and of no effect; otherwise to remain in full force and virtue; and,

PROVIDED FURTHER, that in case of default by the Principal in any respect, action on this Bond may be begun forthwith, and the Principal and Surety, jointly and severally, do hereby authorize the empower any attorney of any Court of Record of Pennsylvania, or elsewhere, to appear for and to enter judgment against them, jointly and severally, for the aforementioned sum, with or without defalcation, with costs of suit, release of errors, without stay of execution and with ten percent (10%) attorney fees added for collection; and waiving inquisition on any real estate and exemption of any property whatsoever, authorizing condemnation of the same and immediate issuance of writ of execution, and releasing and waiving relief from any and all appraisement, stay of execution, or exemption laws of any State, now in force or hereinafter to be passed.

Signed, sealed and delivered this _____ day of _____, 2026.

ATTEST OR WITNESS:

_____(SEAL)
(Name of Principal)

Signature Title

BY _____
Signature Title

ATTEST OR WITNESS:

_____(SEAL)
(Name of Surety)

BY _____
Attorney-in-fact

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
) ss:
County of _____)

_____, being first duly sworn, deposes and says that:

(1) He is _____
(Owner, partner, officer, representative or agent)

of _____, the Bidder that has submitted the attached Bid;

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

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

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

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

(Signed) _____

Title: _____

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

(Signed) _____

Title: _____

My Commission Expires: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder.

2. Permanent main office address.

3. When organized.

4. If a corporation, where incorporated.

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

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

7. General character of work performed by your company.

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

9. Have you ever defaulted on a contract?
If so, where and why?

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

10. List your major equipment available for this Contract.

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

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

14. Credit available: \$_____.

15. Provide Bank reference: _____.

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

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

Dated this _____ day of _____, 20__.

Name of Bidder: _____

By:_____

Title:_____



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

Contractor Subcontractor (check one)

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

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

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

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

Authorized Representative Signature

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

Project Name:	City of Connellsville 2026 Paving Project
General Description:	Milling and paving of various streets within the City of Connellsville
Project Locality	City of Connellsville
Awarding Agency:	City of Connellsville
Contract Award Date:	5/19/2026
Serial Number:	26-04000
Project Classification:	Heavy/Highway
Determination Date:	4/22/2026
Assigned Field Office:	Pittsburgh
Field Office Phone Number:	(412)565-5300
Toll Free Phone Number:	(877)504-8354
Project County:	Fayette County

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

Project: 26-04000 - 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		\$41.05	\$25.86	\$66.91
Bricklayer	12/1/2025		\$41.55	\$26.36	\$67.91
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2024		\$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 Masons	7/1/2024		\$34.57	\$25.09	\$59.66
Cement Masons	6/1/2025		\$35.52	\$25.64	\$61.16
Drywall Finisher	1/1/2025		\$34.01	\$24.63	\$58.64
Drywall Finisher	6/1/2025		\$35.16	\$25.98	\$61.14
Electricians & Telecommunications Installation Technician	12/27/2024		\$50.86	\$32.69	\$83.55
Electricians & Telecommunications Installation Technician	12/26/2025		\$53.11	\$33.72	\$86.83
Elevator Constructor	1/1/2025		\$61.07	\$40.05	\$101.12
Elevator Constructor	1/1/2026		\$63.71	\$40.89	\$104.60
Glazier	9/1/2024		\$37.06	\$31.89	\$68.95
Glazier	9/1/2025		\$38.70	\$33.75	\$72.45
Iron Workers	6/1/2024		\$39.89	\$36.47	\$76.36
Iron Workers	6/1/2025		\$41.50	\$37.36	\$78.86
Laborers (Class 01 - See notes)	1/1/2025		\$27.32	\$19.96	\$47.28
Laborers (Class 01 - See notes)	1/1/2026		\$27.82	\$20.46	\$48.28
Laborers (Class 02 - See notes)	1/1/2025		\$27.47	\$19.96	\$47.43
Laborers (Class 02 - See notes)	1/1/2026		\$27.97	\$20.46	\$48.43
Laborers (Class 03 - See notes)	1/1/2025		\$30.47	\$19.96	\$50.43
Laborers (Class 03 - See notes)	1/1/2026		\$30.97	\$20.46	\$51.43
Laborers (Class 04 - See notes)	1/1/2021		\$23.57	\$19.32	\$42.89
Landscape Laborer (Skilled)	1/1/2025		\$25.79	\$18.78	\$44.57
Landscape Laborer (Skilled)	1/1/2026		\$26.79	\$19.03	\$45.82
Landscape Laborer (Tractor Operator)	1/1/2025		\$26.09	\$18.78	\$44.87
Landscape Laborer (Tractor Operator)	1/1/2026		\$27.09	\$19.03	\$46.12
Landscape Laborer	1/1/2025		\$25.37	\$18.78	\$44.15
Landscape Laborer	1/1/2026		\$26.37	\$19.03	\$45.40
Millwright	6/1/2020		\$41.68	\$20.32	\$62.00
Operators (Class 01 - see notes)	6/1/2025		\$42.72	\$24.79	\$67.51
Operators (Class 01 - see notes)	6/1/2026		\$43.74	\$25.29	\$69.03
Operators (Class 02 -see notes)	6/1/2025		\$36.67	\$24.79	\$61.46
Operators (Class 02 -see notes)	6/1/2026		\$37.67	\$25.29	\$62.96
Operators (Class 03 - See notes)	6/1/2025		\$33.88	\$24.79	\$58.67
Operators (Class 03 - See notes)	6/1/2026		\$34.88	\$25.29	\$60.17
Painters Class 6 (see notes)	6/1/2024		\$32.14	\$24.93	\$57.07

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

Project: 26-04000 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
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
Plumbers and Steamfitters	6/1/2025		\$41.47	\$27.71	\$69.18
Plumbers and Steamfitters	6/1/2026		\$42.92	\$28.45	\$71.37
Pointers, Caulkers, Cleaners	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
Sprinklerfitters	4/1/2026		\$52.82	\$30.56	\$83.38
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: 26-04000 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2025		\$41.35	\$22.09	\$63.44
Carpenter	1/1/2026		\$42.60	\$22.84	\$65.44
Carpenter Welder	1/1/2025		\$42.85	\$22.09	\$64.94
Carpenter Welder	1/1/2026		\$44.10	\$22.84	\$66.94
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Cement Finishers	1/1/2025		\$35.94	\$27.50	\$63.44
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Electric Lineman	6/3/2024		\$53.97	\$31.05	\$85.02
Electric Lineman	6/2/2025		\$57.10	\$31.63	\$88.73
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2024		\$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: 26-04000 - 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)	6/1/2024		\$38.09	\$24.93	\$63.02
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

**CITY OF CONNELLSVILLE
FAYETTE COUNTY, PENNSYLVANIA**

**CITY OF CONNELLSVILLE 2026 PAVING PROJECT
PROJECT NO. 25681**

ADDENDUM NUMBER ____

DATE _____

All Contractors who may be bidding on the work under this Contract shall read and observe this Addendum and any future Addenda.

Every Bidder shall note that while certain requirements in this Addendum may be specifically noted as applying to a particular page, section, and/or plan in the Contract Documents, such changes shall apply also to any other page, section, and/or plan where the change is relevant.

All Contractors who are bidding on this work shall take cognizance of the revisions, changes, additions, or deletions shown in this and future Addenda and shall provide for the same in their Bid. **PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID PROPOSAL.**

Please be advised of the following changes:

WIDMER ENGINEERING INC.

**Kerry L. Bell, P.E.
Project Manager**

Date _____

Contractor _____

NOTICE OF AWARD

Project Description: City of Connellsville
2026 Paving Project
WE# 25681

Dear:

The City of Connellsville has accepted the bid of _____
for the above-referenced project in the amount of \$_____.
They intend to enter into an agreement with your company to proceed with the project
contingent upon being provided the documents listed below.

You are required by the Instructions to Bidders to execute and furnish three (3) copies of
the following documents, which are included herewith for your use:

1. Three (3) executed copies of the attached agreement.
2. Three (3) copies of the performance and payment bond in the amount of
100% of the contract price.
3. Three (3) copies of your certificate of insurance naming City of Connellsville
as an additional insured.
4. Three (3) executed copies of the attached "Stipulation Against Liens".

The above documents must be submitted within 20 days of the date of this letter.
We look forward to working with you on this project. Should you have any questions or
require additional information, please do not hesitate to call.

Yours very truly,
WIDMER ENGINEERING, INC.

Kerry L. Bell, P.E.
Project Manager

Enclosures
Cc: City of Connellsville

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2026, by and between the City of Connellsville, hereinafter called OWNER, and _____, doing business as a Corporation hereinafter called "CONTRACTOR".

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

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

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

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

2. The PROJECT location and description being situated as follows:
WE #25681 – City of Connellsville 2026 Paving Project
Connellsville, Fayette County, PA

The work includes milling and resurfacing of Various Streets.; complete in place.

3. The CONTRACTOR further covenants and agrees that all work shall be performed in the best and most workmanlike manner. He also agrees that all materials furnished and labor performed shall be in strict and complete conformity in every respect, with all parts of this AGREEMENT and shall be subject to the inspection and acceptance of authorized representatives of the OWNER. In the event that any portion of the work (including materials supplied pursuant thereto) performed by the CONTRACTOR is rejected by the authorized representatives as defective, unsuitable, or unacceptable, the CONTRACTOR agrees to remove and replace all such rejected portions of work in conformance with this AGREEMENT and to the satisfaction of and at no expense to the OWNER. The CONTRACTOR further covenants that prompt payment will be made in full for all labor and materials used in the performance of work on this PROJECT.
4. The CONTRACTOR covenants and agrees that all work (including, but not limited to, all labor performed and all materials supplied) on this PROJECT shall be performed and completed to the satisfaction of the OWNER on or before the expiration of **ninety (90) calendar days** after written Notice to Proceed with work has been given by the OWNER. If for any reason, except as provided in the GENERAL CONDITIONS, the CONTRACTOR fails to complete all work on this PROJECT to the satisfaction of the ENGINEER within the aforementioned time allowed, the OWNER shall deduct from any sums due or which may become due the CONTRACTOR **two hundred dollars (\$200.00)** for each calendar day used in excess of the aforementioned number of days allowed, or, in case a completion date is fixed, for each calendar day elapsing between the completion date and the actual date of completion. If no sums are due the CONTRACTOR, the CONTRACTOR agrees to remit to the OWNER the aforementioned sum for each day used in excess of the time allowed for completion of the PROJECT. The amounts deducted or remitted under this paragraph are liquidated damages not penalties.

5. The CONTRACTOR further covenants and warrants that he has had sufficient time to examine the site of the project to determine the conditions to be encountered; that he is fully aware and knows of the conditions to be encountered; and that he has based the BID PROPOSAL prices on his own independent examination and investigation of the project site and conditions, and has not relied on any subsurface information furnished to him by the OWNER, or its agents or its consultants.
6. The CONTRACTOR shall not do any work (including, but not limited to, the supply of labor and/or materials) not covered by the CONTRACT DOCUMENTS, unless such work has been authorized in writing by the ENGINEER. In no event shall the CONTRACTOR incur any liability by reason of refusing to obey any verbal directions or instructions that he might be given to perform additional or extra work. Likewise, the OWNER will not be liable for any work performed as additional or extra work, unless such work is required of the CONTRACTOR in writing by the ENGINEER. All such work which might have been performed by the CONTRACTOR without such written order first being given shall be at the CONTRACTOR'S risk, cost and expense, and the CONTRACTOR hereby covenants and agrees compensation for such unauthorized work.
7. It is further distinctly agreed that the CONTRACTOR shall not assign this AGREEMENT, or any part thereof, nor any right to any sums to be paid him hereunder, nor shall any part of the work to be done or material furnished under this AGREEMENT be sublet, without the consent in writing of the OWNER.
8. The OWNER will pay to the CONTRACTOR in the manner at such times as set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS. When a BID PROPOSAL is made on a Lump Sum Basis, the CONTRACTOR agrees to submit, to the ENGINEER, a detailed breakdown of costs to serve as a basis of estimate for periodic payment during construction.
9. It is also agreed and understood that the acceptance of the final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER arising out of, or by reason of, the work done and materials furnished under this AGREEMENT.
10. In order to secure proper and complete compliance with the terms and provisions of this AGREEMENT, the CONTRACTOR shall provide a bond in a sum equal to one hundred percent (100%) of the contract price of the work to be done. The CONTRACTOR shall also secure an additional bond in the same amount for the prompt payment in full for all labor and materials supplied in performing work on this PROJECT. The CONTRACTOR shall also secure an additional bond in the same amount for maintenance of the completed project for a period of one (1) year from the date of final acceptance by the OWNER. All bonds are attached hereto.
11. The CONTRACTOR in undertaking the work to be performed under the terms of this AGREEMENT, covenants and agrees to comply with the required contract provisions set forth in the Nondiscrimination Clause which is attached.

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

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

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

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

ATTEST:

Name _____

Title _____

OWNER: CITY OF CONNELLSVILLE

By _____

Name _____

Title _____

(SEAL)

ATTEST:

CONTRACTOR:

Name_____

Name_____

Title_____

Address_____

(SEAL)

(Use only when Contractor is a Corporation)

Certification:

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

(Corporate Seal)

Title:_____

NONDISCRIMINATION CLAUSE

During the term of this Contract, the Contractor agrees as follows:

1. Contractor 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.
2. Contractor 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.
3. Contractor 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.
4. 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.
5. 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.
6. 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 such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further contracts, and other sanctions may be imposed and remedies invoked.
7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency 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.
8. Contractor shall actively recruit minority subcontractors and women subcontractors or subcontractors with substantial minority representation among their employees.
9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.
10. Contractor 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.

STIPULATION AGAINST LIENS

CITY OF CONNELLSVILLE)	IN THE COURT OF COMMON
OWNER)	PLEAS OF _____ COUNTY,
)	PENNSYLVANIA
)	
VS.)	
)	
Contractor)	NO. _____ MECHANICS LIEN
)	DOCKET

WHEREAS, the above-said Owner is about to execute contemporaneously herewith a contract with the above-said Contractor, for the construction of WE #25681 – City of Connellsville 2026 Paving Project as required by the Contract Documents.

NOW THEREFORE, _____ 2026, at the time of and immediately before the execution of the Contract and before any authority has been given by the said Owner, to the said Contractor to commence work on the said project or purchase of materials for the same, in consideration of the making of the said Contract with the Contractor and for the further consideration of one dollar (\$1.00) paid to the said Contractor by the said Owner, it is agreed that no mechanic's claims or other liens shall be filed against the Project or the estate or title of Owner in the System or any part thereof, or the appurtenances thereto by the said Contractor nor any subcontractor, nor by any of the materialmen or workmen or any person for any materials or labor or extra materials or labor purchased or furnished in connection with the construction of the said project or any part thereof, the right to file such claims of liens being expressly waived and relinquished herewith.

(SEAL)

CITY OF CONNELLSVILLE

ATTEST:

BY _____

TITLE _____

CONTRACTOR

(SEAL)

ATTEST:

BY _____

TITLE _____

**AFFIDAVIT RE:
ACCEPTING PROVISIONS OF THE WORKMAN'S COMPENSATION ACT**

State of _____

County of _____

SS:

(Name of Officer, if Corporation)

(Title of Officer, if Corporation)

(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 _____, 2026.

(Notary Public)

My Commission Expires:

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal, and _____

as Surety, are held and firmly bound unto the City of Connellsville, its certain attorney, successors,
or assigns (hereinafter called Obligee) in the sum of _____

(\$ _____) lawful money of the United States, for the payment of which sum well and truly
to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with said Obligee, dated
_____, (hereinafter called the Contract) for WE #25681 – City of Connellsville
2026 Paving Project, which Contract and Specifications for said work shall be deemed a part
thereof 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 as of the time and in the manner therein provided and
satisfy all claims and demands incurred in or for the same, or growing out of the same, or for
injury or damages to persons or property in the performance thereof, and shall fully indemnify and
save harmless the said Obligee from any and all cost and damage which the said Obligee may
suffer by reason of the Principal's failure to do so, and shall fully reimburse and repay the said
Obligee any and all outlay and expense 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 or the Specifications accompanying the same, shall in any wise affect its obligations on
this 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) ORIGINAL COUNTERPARTS this _____
day of _____, 2026.

Witness:

(Individual Principals sign here)

Title: _____ (SEAL)

Title: _____ (SEAL)

Title: _____ (SEAL)

Title: _____ (SEAL)

Attest:

(Corporate Principal sign here)

By _____

Title: _____

By: _____

Title: _____ (SEAL)

(Surety sign here)

BY: _____

Title: _____ (SEAL)

The rate of the premium charged is \$_____ per thousand.

The total amount of the premium charges is \$_____.

(The above must be filled in by the Corporate Surety.)

It is hereby further stipulated and agreed that if the Principal is non-Pennsylvania corporation neither Principal nor the Surety shall be discharged from liability on this bond, nor the bond surrendered, until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation contributions, penalties and interest due the Commonwealth of Pennsylvania from the said Principal, or any non-Pennsylvania corporation subcontractor thereunder, or for which liability has accrued, but the time for has not arrived as required by the Act of June 10, 1947, P.O. 493, 8 P.S. Sec. 23, amended.

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
 _____, as Principal, and
 _____, as Surety, are
 held and firmly bound unto the City of Connellsville, its certain attorney, successors, or assigns (hereinafter
 called Obligee) in the sum of _____ (\$_____) lawful
 money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our
 heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with said Obligee, dated _____,
 hereinafter called the Contract, for WE #25681 – City of Connellsville 2026 Paving Project, which Contract
 and Specifications for said work shall be deemed a part thereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal and all
 subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of
 said Principal and of such subcontractors shall promptly make payment for all material furnished, labor
 supplied or performed, rental for equipment employed, and services rendered by public utilities in or in
 connection with the prosecution of the work, whether or not the said material, labor, equipment or services
 enter into and become component parts of the work or improvement contemplated in said Contract, or in
 any amendment or extension of or addition to said Contract, then the above obligation shall be void;
 otherwise to remain in full force and effect. PROVIDED, however, that his bond is subject to the following
 conditions and limitations.

- (a) All person who have performed labor, rendered services or furnished materials or machinery, shall have direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in proceedings instituted in the State in which such labor was performed, services rendered or materials furnished (or where labor has been performed, services rendered or materials furnished under said Contract in more than one state, then in any such state). Insofar as permitted by the laws of such state, such right of action shall be asserted in a proceeding instituted in the name of the Obligee to the use and benefit of the person instituting such action and any or all other persons having claims hereunder, and any other person having claims hereunder shall have the right to be made party to such proceeding (but no later than two years after the complete performance of said Contract and final settlement thereof) and to have such claim adjudicated in such action and judgment rendered thereon.
- (b) The Surety shall not be liable hereunder for any damages or compensation recoverable under any workmen's compensation or employer's liability status.
- (c) In no event shall this Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the complete performance of said Contract and final settlement thereof.
- (d) As used herein: The term "person" refers to any individual firm or corporation who has furnished materials or machinery or public utility services to be used on or incorporated in the work or the prosecution thereof provided for in said Contract or in any amendment or extension or addition to said Contract, and/or to any person engaged in the prosecution of the work provided for in said Contract or in any amendment or extension of or addition to said Contract who is an agent, servant or employee of the Principal or of any subcontractor, or of any assignee of said Principal or of any

subcontractor and also anyone so engaged who performs the work of a laborer or of a mechanic regardless of any subcontractor, or any assignees of said Principal or of said subcontractor, and such laborer or mechanic, but shall not include office employees not regularly stationed at the site of the work.

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 obligations on this 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) ORIGINAL COUNTERPARTS this _____ day of _____, 2026.

Witness:

(Individual Principals sign here)

Title: _____ (SEAL)

Title: _____ (SEAL)

Title: _____ (SEAL)

Title: _____ (SEAL)

Attest:

(Corporate Principal sign here)

By _____

Title: _____

By: _____

Title: _____ (SEAL)

(Surety sign here)

BY: _____

Title: _____ (SEAL)

The rate of the premium charged is \$ _____ per thousand.

The total amount of the premium charges is \$ _____.

(The above must be filled in by the Corporate Surety.)

It is hereby further stipulated and agreed that if the Principal is non-Pennsylvania corporation neither Principal nor the Surety shall be discharged from liability on this bond, nor the bond surrendered, until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation contributions, penalties and interest due the Commonwealth of Pennsylvania from the said Principal, or any non-Pennsylvania corporation subcontractor thereunder, or for which liability has accrued, but the time for has not arrived as required by the Act of June 10, 1947, P.O. 493, 8 P.S. Sec. 23, amended.

NOTICE TO PROCEED

TO:

DATE:

PROJECT: City of Connellsville
Paving Project 2026

You are hereby notified to commence WORK in accordance with the Agreement dated _____
____, 20__, on or before _____, 20__, and you are to complete the WORK within ninety
(90) consecutive calendar days thereafter. The date of completion of all WORK is therefore
_____, 20__.

BY: Kerry L. Bell, P.E.

TITLE: Project Manager

CONTRACTOR ACKNOWLEDGEMENT

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____,

This the _____ day of _____, 20__.

BY _____

Title _____

APPLICATION AND CERTIFICATION FOR PAYMENT

TO (OWNER):
 City of Connellsville
 110 North Arch Street
 Connellsville, PA 15425

PROJECT:
 City of Connellsville
 City of Connellsville 2026 Paving Project

APPLICATION NO: 1

PERIOD TO:

Distribution to:
 ﷻ OWNER
 ﷻ ENGINEER
 ﷻ CONTRACTOR

FROM: VIA (ENGINEER):

ENGINEER'S Widmer Engineering Inc.
 PROJECT NO: WE #25681

CONTRACT FOR: City of Connellsville

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in	ADDITIONS	DEDUCTIONS
TOTAL		
Approved this Month		
Number	Date Approved	
TOTALS		
Net change by Change Orders		

The undersigned Contractor certifies that to the best of the contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____

Date: _____

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet is attached.

1. **ORIGINAL CONTRACT SUM** \$ _____
2. **Net change by Change Orders** \$ _____
3. **CONTRACT SUM TO DATE** (Line 1±2) \$ _____
4. **TOTAL COMPLETED & STORED TO DATE** \$ _____
 (Column G on Continuation Sheet)
5. **RETAINAGE:**
 - a. _____ % of Complete Work \$ _____
 (Column D+E on Continuation Sheet)
 - b. _____ % of Stored Material \$ _____
 Total Retainage (Line 5a+5b or
 Total in Column I on Continuation Sheet) \$ _____
6. **TOTAL EARNED LESS RETAINAGE** \$ _____
 (Line 4 less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate) \$ _____
8. **CURRENT PAYMENT DUE** \$ _____
9. **BALANCE TO FINISH, PLUS RETAINAGE** \$ _____
 (Line 3 less Line 6)

State of: _____ County of: _____
 Subscribed and sworn to before me this _____ day of _____, 20____
 Notary Public:
 My Commission expires: _____

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____
 (Attach explanation if amount certified differs from the amount applied for.)
 ENGINEER:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER: 1

APPLICATION DATE:

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO:

Use Column I on Contracts where variable retainage for line items may apply.

ENGINEER'S PROJECT NO: WE #25681

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G÷C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1									
2									
3									
4									

CHANGE ORDER

OWNER
ENGINEER
CONTRACTOR
FIELD
OTHER

PROJECT: City of Connellsville 2026 Paving Project
(name, address) City of Connellsville
110 North Arch Street
Connellsville, PA. 15425

CHANGE ORDER NUMBER: 1

TO (Contractor)

ENGINEER'S PROJECT NO: WE #25681

CONTRACT FOR: City of Connellsville

CONTRACT DATE:

You are directed to make the following changes in this Contract:

The original Contract Sum was _____ \$
Net Change by previous Change Orders _____ \$
The Contract Sum prior to this Change Order was _____ \$
The Contract Sum will be (increased)(decreased)(unchanged) by this Change Order _____ \$
The new Contract Sum including this Change Order will be _____ \$
The Contract Time will be (increased)(decreased)(unchanged) by _____ (0) Days
The Date of Completion as of the date of this Change Order therefore is _____

ENGINEER

CONTRACTOR

OWNER

Address

Address

Address

BY

BY

BY

DATE

DATE



DATE

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PROJECT: City of Connellsville
 (name, address) City of Connellsville 2026 Paving Project
 110 North Arch Street
 Connellsville, PA 15425

ENGINEER: Widmer Engineering Inc.
 ENGINEER'S PROJECT NUMBER: WE #25681

TO (Owner):  
 

CONTRACTOR:
 CONTRACT FOR: City of Connellsville
 CONTRACT DATE:

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found to be substantially complete. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as
 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Engineer, is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

Widmer Engineering Inc.
 _____ BY _____ DATE _____
 ENGINEER

The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above Date of Substantial Completion.

 BY _____ DATE _____
 CONTRACTOR

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

 BY _____ DATE _____
 OWNER

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note--Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall secure consent of surety company, if any.)

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____,
as Principal, and _____,
as Surety, are held and firmly bound unto the City of Connellsville, (hereinafter called the Obligee),
the sum of _____ Dollars
(\$ _____), for payment of which sum will and truly 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, that whereas said Principal has entered into a
certain Contract, hereto attached, with said Obligee dated _____, 2026,
for WE #25681 – City of Connellsville 2026 Paving Project.

NOW, THEREFORE, if the Principal shall remedy without cost to the Obligee any defects which
develop during a period of one (1) year 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 _____, 2026, 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.

Witness:

(Individual Principals sign here)

Title: _____ (SEAL)

Title: _____ (SEAL)

Title: _____ (SEAL)

Title: _____ (SEAL)

Attest:

(Corporate Principal sign here)

By _____

Title: _____

By: _____

Title: _____ (SEAL)

(Surety sign here)

BY: _____

Title: _____ (SEAL)

The rate of the premium charged is \$ _____ per thousand.

The total amount of the premium charges is \$ _____.

(The above must be filled in by the Corporate Surety.)

GENERAL CONDITIONS

1. CONTRACT DOCUMENTS

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

- A. In the event the Contractor discovers any discrepancy in the Contract Documents, the matter shall immediately be submitted to the Engineer, whose decision therein shall be final. The Contractor will not be held responsible for the discovery of such discrepancies, but any work done on the item involved after such discovery, and prior to authorization by the Engineer, will be done at the Contractor's risk.
- B. In case of any discrepancy between scaled dimensions and figures, figured dimensions shall govern. In case any work dimension is not given on the Drawings, the Contractor shall obtain the figure from the Engineer. In no case shall the Contractor determine such dimensions by scaling the Drawings.
- C. Deviations from the Contract Documents required by the exigencies of construction shall be determined by the Engineer only and authorized in writing.
- D. Supplemental detailed drawings and instructions shall be furnished by the Engineer when and as he determines that such drawings and instructions are required for successful completion of the Project.
- E. Unless otherwise provided, the Contractor will be furnished two (2) copies of the Contract Documents free of charge, with additional copies, if required, being furnished at cost.
- F. At all times, the Contractor shall keep on the Project Site, available to the Engineer and his representatives, one (1) copy of the Contract Documents.

2. ENGINEER'S STATUS DURING CONSTRUCTION

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

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

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

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

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

3. ENGINEER'S INTERPRETATIONS AND DECISIONS

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

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

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

4. ORDER OF WORK: USE OF COMPLETED PORTIONS

The Contractor shall complete any portion or portions of the work in such order of time and shall direct the application of forces to any portion of the work, as in the judgment of the Engineer is required. The Owner shall have the right to take possession of and use any completed or partially completed portions of the work even though the time for completing

the entire work or such portions may not have expired, but such taking possession and use shall not be deemed as acceptance of that portion of work by the Owner.

5. ARBITRATION

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

6. ENGINEERING STAKES

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

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

7. DEFECTIVE WORK

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

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

The Contractor shall promptly move from the premises all materials condemned by the Engineer as failing to conform to the Contract Documents whether incorporated in the structure or not, and the Contractor shall promptly replace his own work in accordance with the Contract and without expense to the Owner, and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, or if materials previously condemned and removed from the site of the work are subsequently found at the same or other site of work, the Owner may remove them and may store the material at the expense of the Contractor. If

the Contractor does not pay the expenses of such removal within ten (10) days thereafter, the Owner may, upon ten (10) days written notice, deduct all the costs and expenses of such removal from any monies that may be due the Contractor.

8. MATERIALS

- A. The Contractor shall furnish the Engineer, promptly after the award or execution of the Contract, with a complete statement of the origin, composition and manufacture of all materials to be used in the construction of the Project. Only materials conforming to the requirements of the Contract Documents and approved by the Engineer shall be used in the work.
- B. Representative preliminary samples of the materials, of the character and quality prescribed in the Contract Documents, shall be submitted when indicated or directed, for advance examination or test, and written approval of the quality of such samples shall be received by the Contractor prior to obtaining materials from the respective sources of supply.
- C. Samples of all materials requiring laboratory tests shall be taken under the direction or supervision of, or in the manner prescribed by the Engineer, and such materials shall not be used until accepted as the result of such tests, and then only so long as the quality of the material remains equal to that of the accepted sample. The acceptance at any time of any material shall not be a bar to its future rejection if it is subsequently found to be defective or inferior in quality of uniformity to the material specified.
- D. Required laboratory tests of materials shall be made by a testing laboratory or agency selected or approved by the Engineer and in accordance with the methods indicated herein. When standard specifications and serial numbers of technical societies and associations are stipulated, the reference shall be construed to be the latest of such specifications and serial numbers.
- E. The Contractor shall be responsible for payment for all laboratory tests, mill inspection and tests conducted by the testing laboratory or agency at the shops or mills of the producers.
- F. For tests or inspections conducted by, and at the option of, the Engineer, at sites other than the testing laboratory and not under the jurisdiction thereof, the Contractor, without cost to the Owner, shall furnish all material, labor, tools, and equipment, and every facility for the verification of the accuracy of all scales, measures and testing equipment, necessary for such tests or inspections.
- G. The Contractor shall permit or arrange with the producer to permit the Engineer or any agent of the testing laboratory to inspect or test any and all material being used or to be used, at any time before, during or after its preparation, or while being used during the progress of the work or after the work has been completed.
- H. Materials shall be stored so as to insure preservation of their specified quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard and clean surfaces, and not on the ground, and shall be placed under cover when directed. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without permission of the Owner or lease of the property.

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

9. EQUIPMENT AND MACHINERY

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

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

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

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

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

10. OBSERVANCE OF LAWS

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

11. REGULATIONS OF THE DEPARTMENT OF LABOR AND INDUSTRY

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

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

12. SANITARY CONVENIENCES

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

13. PERMITS AND LICENSES

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

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

14. PATENTS AND ROYALTIES

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

15. NO WAIVER OF LEGAL RIGHTS

Neither the Owner nor the Engineer shall be precluded or stopped by any measurements, estimate or certificate made or given by them or by their agents or employees, under any provisions or provision of the Contract at any time, either before or after the completion and acceptance of the work and payment thereof pursuant to any measurements, estimate or certificate, from showing the true and correct amount and character of the work performed and materials furnished by the Contractor or from showing at any time, that any such measurement, estimate or certificate is untrue or incorrectly made in any particular, or that the work or materials or any part thereof, do not conform in fact to the Contract Documents. The Owner shall have the right to reject the whole or any part of the

aforesaid work or materials, should the said measurements, estimate, certificate of payments be found, or be known to be inconsistent with the terms of the Contract, or otherwise improperly given, and the Owner shall not be precluded and stopped, notwithstanding any such measurements, estimate, certificate and payment in accordance therewith and from demanding and recovering from the Contractor or his Surety such damages as the Owner may sustain by reason of the Contractor's failure to comply with the terms of the Contract Documents or on account of any overpayment made on any estimate or certificate. Neither the acceptance by the Owner, the Engineer, or any of their agents or employees, nor any certificate by the Owner for payments of money, nor any payments for, or acceptance of the whole or any part of the work by the Owner or Engineer, nor any extension or remission of time, nor any possession taken by the Owner or his employees shall operate as a waiver of any portion of the Contract or any power herein reserved by the Owner, or any right to damages herein provided, nor shall any waiver of any breach of the Contract be held to be a waiver of any other or subsequent breach. All remedies provided in this Contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy provided.

16. CARE OF PUBLIC AND PRIVATE PROPERTY

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

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

17. PRELIMINARY INSPECTION

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

18. SAFETY AND PROTECTION: EMERGENCIES

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

- A. All employees on the work and other persons who may be affected thereby.
- B. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

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

In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the Engineer prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the Contractor believes that additional work done by him in an emergency, which arose from causes beyond his control, entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore, as provided in Article 27.

19. VIOLATION OF CONTRACT

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

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

- B. Failure to perform the work with sufficient properly skilled workmen and/or proper equipment, or with sufficient materials to insure the completion of said work in accordance with the terms of the Contract;
- C. Neglect or refusal to remove materials or perform anew such work as may be rejected as defective or unsuitable;
- D. Halting prosecution of the work without approval of the Engineer;
- E. Insolvency or bankruptcy, or committing any act of bankruptcy or insolvency;
- F. Allowing a final judgment to stand unsatisfied for a period of forty-eight (48) hours;
- G. Making an assignment for the benefit of creditors;
- H. Failure or refusal, within ten (10) days after written notice, by the Owner, to make payment or show cause why payment should not be made, of any amounts due for labor or materials;
- I. Failure to protect, repair, or make good any damage or injury to property as provided in Article 16;
- J. If a receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within twenty (20) days after such appointment or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days after such appointment;
- K. If the Contractor shall refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period; or
- L. If the Contractor should fail or refuse to regard laws, ordinances or the instruction of the Engineers, or otherwise be guilty of a substantial violation of any provisions of this Contract;
- M. If the Contractor should fail to maintain the Insurance required under Article 17 of the Instructions to Bidders for the life of the Contract.

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

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

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

20. CONTRACTOR'S RIGHT OF TERMINATION

If, after Notice to Proceed is given, the work is stopped by order of the Owner for a continuous period of sixty (60) days for any cause other than weather conditions or any act of the Contractor, the Contractor shall have the right to terminate this Contract after seven (7) days' written notice to the Owner of such action, provided that order to resume work is not issued by the Owner within such period of seven (7) days. Failure by the Owner to make payment to the Contractor within fifteen (15) days after expiration of the time allowed for such payment by the Contract Documents shall give the Contractor the right to suspend work until payment is made, or at his option, after seven (7) days' notice in writing, should the Owner, continue in default, to terminate this Contract. The Owner shall be barred from making any claim against the Contractor for delay in completion of the work due to the suspension or failure to pay.

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

21. RESPONSIBILITY OF CONTRACTOR

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

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

22. CONTRACT TIME

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

If a number of calendar days is specified, Sundays and legal holidays shall not be included

in the computation of the number of consecutive calendar days used in completion of the Contract.

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

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

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

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

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

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

23. LIQUIDATED DAMAGES

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

Contractor shall become liable for liquidated damages for delays commencing from the date on which the extended period shall expire.

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

24. TEMPORARY SUSPENSION OF WORK

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

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

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

25. CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE

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

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

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

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

26. NONCOMPLIANCE OF CONTRACTOR

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

- A. He may shut down the work until the requirements of the violated articles are met by the Contractor. In such event no remission will be made in working time for the period for which the work is shut down.
- B. He may withhold payment of estimates for work completed until the requirements of the violated article are met by the Contractor.
- C. He may enter upon the Project and perform such work as may be necessary to meet the requirements of the article violated and deduct the cost thereof from monies due or which may become due the Contractor or the Surety, or in the absence of any monies due the Contractor or the Surety, he shall be fully reimbursed for such costs by the Contractor or the Surety.

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

27. CHANGES IN WORK AND CONTRACT PRICE

A. Change in Work

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

Additional work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price, except in the case of an emergency affecting the safety of persons or the work or property at the site or adjacent thereto. In such cases the Contractor, without special instruction or authorization from the Engineer or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the Engineer prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the Contractor believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in (B) below.

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

B. Change in Contract Price

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

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

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

- (1) Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
- (2) Where the Contract has been awarded for a lump sum price or where a significant portion of the Contract Price is based on a lump sum price by application of unit prices resulting from the breakdown of the lump sum Contract Price as required by Article 30.
- (3) Where the change in work is not covered by unit prices available from (1) or (2) above, the following methods in the order given shall then apply:
 - a. By mutual acceptance of a lump sum amount.
 - b. By cost and a percentage of these costs to cover overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workman's compensation, etc.) materials, equipment, and other incidentals directly related to the work involved. The addition for overhead and profit shall not exceed twenty (20) percent of these costs.

28. MEASUREMENT

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

29. PRESENTATION OF CONTRACTOR'S CLAIMS

Neither the Contractor nor the Surety shall be entitled to present any claims to the Owner or the Board of Arbitration, either during the prosecution of the work or upon completion of the Contract, for additional compensation for work performed or any other cause, unless the Contractor or Surety shall have given the Owner notice of intention to present such claims within (10) ten days from the happening of the event, thing, or occurrence giving

rise to the alleged claim. However, the Contractor or Surety shall not be denied the right to present any claim, which is based on differences in measurements or errors of computations which were not disclosed until preparation of the Final Estimate.

30. PAYMENTS TO CONTRACTOR

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

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

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

Once each month, the Contractor shall prepare and submit to the Engineer an estimate of the value of work completed to the end of the period covered by the estimate. Ninety percent (90%) of such value less the aggregate of previous payments will be normally paid to the Contractor within thirty (30) days following the date of the Owner's regular meeting.

However, in situations where the Project is being funded through state and/or federal funds such as the Community Facilities Program or the Community Development Block Grant Program, the Contractor will be paid at the time when such funding is disbursed to the Owner from the federal or state agency.

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

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

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

31. ACCEPTANCE AND FINAL PAYMENT

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

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

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

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

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

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

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

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

In the event mutual agreement on the Final Estimate between the Owner and Contractor cannot be obtained, arbitration procedures in accordance with Article 5 will be used.

The Owner may withhold final payment pending receipt of:

- A. A written statement in a form satisfactory to the Owner and under seal from the Surety that payment of the amount shown in the Final Certificate to the Contractor shall not relieve the Surety of any obligations to the Owner as set forth in the Surety's bonds.
- B. An affidavit and such other satisfactory evidence as may be required that all labor,

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

C. A satisfactory Maintenance Bond.

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

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

32. PAYMENT TO CONTRACTOR AND INDEMNIFICATION

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

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

If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract documents by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payments made in good faith.

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

33. CONTRACTOR'S GUARANTEE

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

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

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

34. SUBCONTRACTS

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

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

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

35. RELATIONS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor agrees to bind every subcontractor and every subcontractor agrees to be bound by the following provisions of this article, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

- A. The subcontractor agrees:
 - 1) To be bound to the Contractor by the terms of the Contract Documents and to assume toward him all the obligations and responsibilities that he, by these Contract Documents, assumes towards the Owner.
 - 2) To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment.
 - 3) To make all claims for extras, for extensions of time and for damages for delays or otherwise, to the Contractor in the manner provided in these Contract Documents for like claims by the Contractor upon the Owner, except that the time for making claims for extra cost is one (1) week.
- B. The Contractor agrees:

- 1) To be bound to the subcontractor by all the obligations that the Owner assumes to the Contractor under the Contract Documents and by all the provisions thereof affording remedies and redress to the Contractor from the Owner.
- 2) To pay the subcontractor, upon the issuance of certificates, the amount allowed to the Contractor on account of the subcontractor's work to the extent of the subcontractor's interest therein.
- 3) To pay the subcontractor, upon the issuance of certificates, so that at all times the total payments shall be as large in proportion to the value of the work done by the subcontractor as the total amount certified to the Contractor is to the value of the work done by the latter.
- 4) To pay the subcontractor to such extent as may be provided by the Contract Documents or the subcontract, if either of these provides for the earlier or larger payments than the above.
- 5) To pay the subcontractor on demand for his work or materials as far as executed and fixed in place, less the retained percentage, at the time the certificate should issue even though the Engineer fails to issue it for any cause not the fault of the subcontractor.
- 6) To make no demand for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the subcontract.
- 7) That no claim for services rendered or materials furnished by the Contractor to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

C. The Contractor and subcontractor agree:

- 1) That nothing in this Article shall create any obligation on the part of the Owner to pay, or to see to the payment of, any sums to any subcontractor.

36. USE OF LANDS

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

37. WORKING CONDITIONS

- A. No night, Sunday, or holiday work requiring the presence of the Engineer or his representative will be permitted except in cases of emergency, and then only with the written consent of the Engineer and to such an extent as he may judge necessary.
- B. No work shall be done under this Contract when in the opinion of the Engineer, the weather is unsuitable for good and careful work to be performed. Should the

severity of the weather continue such that the work cannot be prosecuted successfully, the Contractor, upon order of the Engineer, shall cease all such work until directed to resume the same. In the latter case, suitable extension of time shall be allowed to compensate for time actually lost as provided for in Article 22.

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

38. PROGRESS CHARTS

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

39. NOTICE

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

- A. When delivered, in writing, to the person in charge of the office used by the addressee to conduct business as given in the Proposal or Agreement;
- B. When delivered, in writing, to the addressee or any of his authorized agents in person;
- C. When delivered, in writing, to the addressee or any of his agents at the office used by the addressee to conduct the business of this Contract or near the Site of the work;
- D. When deposited in the United States Mail, postpaid, and addressed to the party intended for such service at his office used for conducting the business of this contract at the site of the work, or his last known place of business; or
- E. When filed at any company operated office of the Western Union Telegraph Co. and addressed to the party intended for such service at his last known place of business or for conducting the business of this Contract at the site of the work.

40. CLEANING SITE

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

41. PUBLIC CONVENIENCE AND SAFETY

The Contractor shall conduct the work so as to insure the least obstruction to pedestrian

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

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

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

42. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

43. LIENS

No liens shall be allowed for labor or materials furnished.

44. RIGHT OF PROPERTY IN MATERIALS

Nothing in this Contract shall be considered as vesting in the Contractor any right of property in materials used, after they shall have been attached to or incorporated in the work, nor in materials which have been estimated for partial payment, but all such materials, upon being so attached, incorporated or estimated, shall become the property of the Owner.

45. ADVERTISING

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

46. OMITTED

47. COMPLIANCE WITH REGULATORY BODIES

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

48. DEFENSE COSTS

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

**CITY OF CONNELLSVILLE
FAYETTE COUNTY, PENNSYLVANIA**

**CITY OF CONNELLSVILLE 2026
PAVING PROJECT**

Technical Specifications

APRIL 2026

Prepared For:

**CITY OF CONNELLSVILLE
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Connellsville, PA 15425**

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W.E. #25681

SECTION 01000

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02610	Plant-Mixed Bituminous Concrete Courses

PROJECT LOCATIONS & ESTIMATED QUANTITIES

PROJECT LOCATION MAPS

END OF SECTION

SECTION 01001

SPECIAL PROVISIONS

PART 1 - GENERAL

1.1 Section Includes:

- A. Special Provisions related to the Technical Specifications.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.1 Scope of Work.

- A. The Contractor shall furnish all labor, materials, equipment, machinery, apparatus and tools, and perform all operations necessary to install, equip and put in to satisfactory operation, the work specified herein and shown on the Drawings.

All work shall be done in accordance with applicable portions of the Specifications. Any labor, materials, equipment, or apparatus not specifically mentioned herein or shown on the Drawings, which may be necessary for the proper completion of the entire work or of the individual items thereof, within the intent of these Specifications and Drawings, shall be furnished by the Contractor without additional compensation.

- B. All work described in these Specifications and as shown on the Drawings shall be conducted in a manner to avoid any and all interruption of the recreational activities associated with the City of Connellsville. Contractor shall prepare a detailed work schedule and submit to Owner and Engineer for review and approval.

3.2 Specifications Incorporated By Reference.

The latest edition of the Pennsylvania Department of Transportation (PennDOT) Publication 408 Specifications, and all supplements thereto, are incorporated by reference into these Technical Specifications.

3.3 Standard Drawings Incorporated By Reference.

The latest edition of the Pennsylvania Department of Transportation (PennDOT) Standard Drawings are incorporated by reference into these Technical Specifications.

3.4 Local Roads.

- A. The Contractor shall cooperate with municipal officials in maintaining safe and passable conditions on all roads, streets, and alleys affected by the work. Detours may be established only with written approval of officials having jurisdiction. A copy of such approval must be submitted to the Engineer and approved by him before becoming effective. Nothing in this section shall operate to release the Contractor from his responsibilities under his Surety Bond.

No permanent pavement shall be installed from October 31 through April 15. During this period, disturbed surfaces shall be temporarily paved in accordance with other sections of these Technical Specifications and Pennsylvania Department of Transportation (PennDOT) Publication 408, latest revision.

3.5 State Roads

- A. The Contractor shall comply with all Pennsylvania Department of Transportation (PennDOT) requirements regarding any work along and across state roads.

The Contractor shall be familiar with PennDOT Publication 408, and all supplements thereto, and perform all work as specified therein. The Contractor shall also be familiar with Pennsylvania Code Title 67. Transportation, latest revision, and shall perform all work as specified therein.

No permanent pavement shall be installed from October 31 through April 15. During this period, disturbed surfaces shall be temporarily paved in accordance with other sections of these Technical Specifications and PennDOT Publication 408.

3.6 Traffic Control Plan

- A. When working within the right-of-way of state roads, the Contractor shall conform to the traffic control requirements of the Pennsylvania Department of Transportation's (PennDOT) Publication No. 203, all other applicable PennDOT publications, and as required by any applicable PennDOT permit(s) for the project.
- B. Contractor shall coordinate and get all approval for all detours with PennDOT, the City, and other Contractors. The Contractor shall notify all involved emergency services three (3) working days prior to a detour being installed.

3.7 Existing Utilities.

- A. The Contractor is cautioned of the existence in the project area of underground utility lines. Every reasonable effort has been made to show the existence and location of the known utility lines in the general area of project construction. However, this information cannot be guaranteed as being accurate.

The depth and size of all existing utilities in the project area shall be verified in the field by the Contractor with a representative from the appropriate utility company. The Contractor shall be responsible for notifying all utility companies at least seventy-two (72) hours before any work commences on this project.

Pennsylvania One-Call
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3.8 Construction Stake-Out

- A. The Contractor is responsible for the stakeout of all construction work included in this Contract. The Contractor shall furnish the Engineer with such assistance as he may require in checking any alignment, elevation or measurement of the Contractor's work.

3.9 As-Built Plans

- A. The Contractor is required to maintain accurate and complete logs of his work of any locations where the proposed work is revised from that shown on the Plans. This shall include dimensions to show surface features. All revisions will be noted on a set of Plans in a neat fashion. The Contractor shall give these to the Engineer at the completion of the work so that the Engineer can prepare "As-Built" Plans for the Owner.

3.10 Stream Crossings/Encroachments

- A. If needed, all stream crossings/encroachments shall be made in accordance with the Plans and Specifications and all requirements of the Pennsylvania Department of Environmental Protection Water Obstruction and Encroachment Permit(s) and/or Pennsylvania Department of Environmental Protection and Department of Army Corps of Engineers Joint Application For Pennsylvania Water Obstruction and Encroachment Permit and U.S. Army Corps of Engineers Section 404 Permit, as applicable, which are attached to and made part of these Technical Specifications.

3.11 Erosion and Sedimentation Control Plan

- A. If needed, a copy of the required Erosion and Sedimentation Control Plan for the Project is provided with the Plans and/or Specifications. It is the responsibility of the Contractor to adhere to all requirements which are stated and shown on the Erosion and Sedimentation Control Plan. These requirements are regulated by the County Soil Conservation Agency, which is capable of ordering work stoppage on any project which does not comply with the Soil Erosion and Sedimentation Control measures. It is the sole responsibility of the Contractor to construct and maintain these measures throughout the project within the time limit specified for project completion. No time extensions will be justified for work stoppage due to insufficient compliance with the Erosion and Sedimentation Control Plan.

3.12 Photographs/Videotape

- A. The Contractor shall furnish two (2) sets of photographs and negatives to the Engineer. The photographs shall be 35 mm, 3 x 5, and color. The photographs shall be taken before construction begins and after construction is completed. The photographs shall show all areas affected by the construction. Additional photographs shall be taken in critical areas where work is adjacent to sidewalks, walls, fences, structures, trees, etc. The Contractor shall also clearly videotape all areas at which work shall take place. All videotapes shall be neatly labeled, dated, and identified. Two (2) copies of VHS video tapes shall be furnished to the Engineer.
- B. The photographs shall be bound, with each photo having an identification number, date, label, and any necessary comments.
- C. The Contractor shall furnish the following information, on either 40 or 100 scale drawings, the position of each photograph (marked by the identification number) and an arrow to show the direction of the view.

3.13 Special Requirements

A. Right of Ways

The requirement for staying within the roads right-of-way applies to the actual roadway construction work and also to the storage of materials and equipment.

When the Contractor is working within or along public roads, he must not disturb any private property outside of the public right-of-ways.

B. Pre-Construction Photographs

The Bidder's attention is directed to the requirements for pre-construction photographs. No site clearing, paving or wall installation will be authorized by the Engineer until the requirements regarding pre-construction photographs are met

by the Contractor.

C. Excess Material

Excess material from construction activities shall be wasted by the Contractor on an approved site. It is the Contractor's responsibility to obtain an approved site, and to haul and place the excess material on the approved site. The Contractor must obtain the required approvals from the DEP, and must obtain a signed agreement from the property owner. The removal and disposal of the excess material shall be done at no additional cost to the Owner. All liabilities associated with the disposal of the excess material shall be borne by the Contractor.

D. As-Built Drawings

The Contractor's attention is directed to the requirement of providing As-Built drawings. The As-Built drawings must include; 1) distance from inlet to inlet, 2) top and invert elevations of inlets.

E. Test Holes and Existing Utilities

The Contractor's attention is directed to the requirement for making test holes to determine the location of existing utilities prior to installing a storm sewer line. The excavation of test holes is especially critical for determining the placement of inlets to avoid conflicts with existing waterlines and other utilities.

F. Erosion Controls

The erosion controls shown on the drawings and specified herein are the minimum required erosion controls for the project. It is the contractor's responsibility to add additional erosion controls required by regulatory agencies at no additional cost to the Owner.

G. Temporary Paving

Any open cuts made in the pavement of State Roads must be paved with temporary pavement by the end of each day on which the open cut was made. The Engineer reserves the right to require that the Contractor also install temporary pavement in open cuts in City roads.

H. Restoration Work

In the event that the restoration work has not been completed in the time required by the specifications, the Owner reserves the right to withhold all payments to the Contractor until the required restoration work has been completed.

PART 4 - BASIS OF PAYMENT

4.1 Special Provisions – Incidental. No additional compensation.

END OF SECTION

SECTION 01300APPROVED EQUAL MATERIALS AND PRODUCTS AND SUBMITTALS

PART 1 - GENERAL

- 1.1 Section Includes
 - A. Approved Equal Materials and Products
 - B. Submittals

PART 2 - PRODUCTS

- 2.1 Not Used.

PART 3 - EXECUTION

- 3.1 Description
 - A. Wherever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined by the manufacturer's name and catalog number, reference to recognized industry and government standards, or description of required attributes and performance.

To ensure that the specified products are furnished and installed in accordance with design intent, these procedures have been established for the submission and approval of equal materials and products prior to the opening of bids and the submission and approval of all specified materials and products and duly-approved equal materials and products following the award of the Contract.
- 3.2 Approved Equal Materials and Products
 - A. The various materials and products specified in the Contract Documents by name and description are given to establish a standard of quality. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe a material or product as a minimum standard that is desired and acceptable. Where proprietary names are used, whether or not followed by the words "or approved equal", "equal to", or "or equal" equal materials and products may be approved by the Engineer.
 - B. A minimum of ten (10) days prior to the date of the Bid Openings, the Bidder shall submit to the Engineer three (3) copies of shop drawings, samples, and/or manufacturer's literature as required to document that the proposed equal material or product meets or exceeds the specifications.
 - C. The Engineer shall notify all Bidders of all approved equal materials or products by Addendum. The decision of the Engineer shall be final.
- 3.3 Submittals
 - A. Within ten (10) days after the award of the Contract and before any items are submitted for approval, the Contractor shall submit to the Engineer three (3) copies of a submittal schedule. The Contractor shall compile a complete and comprehensive schedule of all submittals anticipated during progress of the work. Include a list of each type of item for which Contractor's drawings, Shop Drawings, Certificates of Compliance, material samples, guarantees, or other types of submittals are required. Upon approval by the Engineer this schedule will become

part of the Contract and the Contractor will be required to adhere to the schedule except when specifically otherwise permitted.

- B. Submittals shall be made for all materials and products used in the project. The Contractor shall assure all liability for proceeding without approval of the submittals and/or for using materials and products not approved by the Engineer.
- C. Unless the precise color and pattern is specifically described in the Contract Documents, and whenever a choice of color or pattern is available in a specified product, the Contractor shall submit accurate color and pattern charts to the Engineer for review and selection.
- D. The Contractor shall certify that any materials and products used in the work comply with all specified provisions thereof. Certification shall not be construed as relieving the Contractor from furnishing satisfactory materials if, after tests are performed on selected samples, the material is found to not meet specified requirements.

Certification shall be in the form of letter or company-standard forms containing all required data. Certificates shall be signed by an officer of the manufacturing or fabricating company.

PART 4 - BASIS OF PAYMENT

- 4.1 Approved Equal Materials and Products and Submittals – Incidental. No additional compensation.

END OF SECTION

SECTION 01500

MOBILIZATION

PART 1 GENERAL

1.1 Section Includes

- A. Mobilization.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 This work is the assembly and set-up of the general plant required to comply with the contract and with local and state laws and regulations. General plant includes contractor's offices, shops, plants, storage areas, equipment mobilization, and sanitary or other facilities, if required. The work includes obtaining the required permits, insurance, bonds, and any other initial items required for the start of the work.

3.2 Provide adequate material and furnishings required. These material and furnishings will be considered a part of the other completed contract items.

PART 4 BASIS OF PAYMENT

4.1 Mobilization – Incidental

END OF SECTION

SECTION 02580

MILLING

PART 1 - GENERAL

1.01 Section Includes

- A. Milling
- B. Cleaning

1.02 Related Sections

- A. Special Provisions

1.03 Job Conditions

- A. Control of Traffic

1. Take measures to control traffic during milling operations.
2. Employ traffic control measures in accordance with PennDOT Publication 203 "Work Zone Traffic Control"

- B. Restore existing pavement outside of the limits of the work that is damaged by the Contractor's operations to its original condition at the expense of the Contractor.

PART 2 - EXECUTION

2.01 Milling shall be at 1" depth for 7' width from either edge of specified road.

2.02 All hauling, cleaning, and any jack-hammering around inlets, curbs, water boxes, manholes, etc., shall be incidental to milling. All streets shall be clean of all debris prior to paving.

PART 3 – EXECUTION

3.01 Disposal – All milling material will become the property of the Contractor, and the Contractor shall be responsible for all permits, etc. and the proper disposal of the millings.

PART 4 - BASIS OF PAYMENT

4.01 Milling – Square Yard

Payment for milling shall be made on a S.Y. basis for the depth indicated on the applicable details in the Plans, including hauling, jack-hammering, cleaning, and maintenance and protection of vehicular and pedestrian traffic.

END OF SECTION

MILLING

SECTION 02610PLANT-MIXED BITUMINOUS CONCRETE COURSES

PART 1 - GENERAL

- 1.01 Section Includes
- A. Plant-Mixed Bituminous Concrete Courses
 - B. Asphalt Cement
 - C. Bituminous Tack Coat
- 1.02 Related Sections
- A. Section 01001 – Special Provisions
 - B. Section 01300 – Approved Equal Materials & Products & Submittals
- 1.03 Job Conditions
- A. Control of Traffic
 - 1. Take measures to control traffic during repaving operations. Do not allow traffic on repaved areas until authorized by the Engineer.
 - 2. Employ traffic control measures in accordance with PennDOT Publication 203 - "Work Zone Traffic Control."
 - B. Restore existing pavement outside of the limits of the work that is damaged by the Contractor's operations to its original condition at the expense of the Contractor.
- 1.04 Description
- All plant-mixed bituminous concrete courses shall have a total thickness, after compaction, as indicated on the drawings or as specified.

PART 2 PRODUCTS

- 2.01 Plant-Mixed Bituminous Concrete Courses shall conform to the latest edition of the Pennsylvania Department of Transportation Publication 408 Specifications (PennDOT Publication 408), Section 401 "Plant-Mixed Bituminous Concrete Courses", Section 420 "Bituminous Wearing Course Superpave", Section 421 "Bituminous Binder Course Superpave", and Section 305 "Bituminous Concrete Base Course", with the following exception(s):
- A. Section 401.2 Material. Supplier certification of materials shall be accepted in lieu of all material proportion and mixture tests.
- 2.02 Asphalt cement shall be pg 64-22 conforming to PennDOT Publication 408, Section 702 "Bituminous Material".
- 2.03 Bituminous Tack Coat shall conform to PennDOT Publication 408, Section 460 "Bituminous Tack Coat" or latest edition.

PLANT-MIXED BITUMINOUS CONCRETE COURSES

PART 3 - EXECUTION

- 3.01 A. All Plant-Mixed Bituminous Concrete Courses, Asphalt Cement, and Bituminous Tack Coat shall be constructed in accordance with PennDOT Publication 408.
- B. No asphalt pavement shall be placed while it is raining.
- C. Asphalt pavement shall be placed only when the outside temperature is 40° F and rising.
- D. Compaction of asphalt shall be met by using 2-ten ton vibratory rollers, and hand tamping or mechanical compaction equipment shall be used on all areas inaccessible to rollers.
- E. All mixtures shall be in a plant meeting the requirements of A.S.T.M. designation D-995. The material shall be transported to the site of placing in clean, tight vehicles with the asphalt temperature between 265° and 325°.

PART 4 - TESTING

4.01 TESTING FINISHED BASE COURSE SURFACE

The surface of the base course shall be tested with a 10-foot straight-edge during and after the rolling operation. Any irregularities greater than ½ inch shall be corrected prior to placing the surface courses thereon.

4.02 TESTS FOR THICKNESS OF BASE COURSE

The holes may be required, and the thickness checked. If any test hole shows a deficiency of more than ¼ inch additional holes shall be cut, 2 each on lines at right angles to each other. The thickness for all five shall be averaged.

If the average thickness is deficient from the specified thickness by ¼ inch or more, the extent of the deficient area shall be established by similar procedures and the deficient area shall be corrected at the contractor's expense.

4.03 TESTING FINISHED SURFACE

The wearing surface shall be tested with a 10-foot straightedge during and after the rolling operation. Any irregularities greater than ¼ inch shall be corrected.

4.04 TEST FOR THICKNESS OF WEARING COURSE

Test holes may be required to verify the thickness. If any test hole shows a deficiency of more than ¼ inch, 4 additional holes shall be cut, 2 each on lines at right angles to each other. The thickness for all 5 shall be averaged.

If the average thickness is deficient from the specified thickness by ¼ inch or more, the extent of the deficient area shall be established by similar procedures and the deficient area shall be corrected at the contractor's expense.

PART 5 - BASIS OF PAYMENT

5.01 Plant-Mixed Bituminous Concrete Courses - Ton

Payment for Plant-Mixed Bituminous Concrete Courses shall be made on a ton basis, unless otherwise noted, for the depth indicated on the applicable

PLANT-MIXED BITUMINOUS CONCRETE COURSES

details in the Plans including subgrade preparation; subbase; maintenance and protection of vehicular and pedestrian traffic; asphalt cement; and bituminous tack coat.

5.02 Asphalt Cement - Incidental

Asphalt Cement shall be included as incidental to Plant-Mixed Bituminous Concrete Courses.

5.03 Bituminous Tack Coat - Incidental

Bituminous Tack Coat shall be included as incidental to Plant-Mixed Bituminous Concrete Courses.

END OF SECTION

CITY OF CONNELLSVILLE
2026 PAVING PROJECT

PROJECT LOCATIONS AND ESTIMATED QUANTITIES

1. Peach Street – From Pittsburgh Street to N Carnegie Avenue. (295' x 23').

7' Edge Milling Along Bank = 78 S.Y.
Property 1" Depth

1.5" of 9.5mm Wearing Course = 75 Tons

2. Murphy Avenue – From Pittsburgh Street to Decatur Street. (170' x 40')

7' Edge Milling – 1" Depth = 264 S.Y.

1.5" of 9.5mm Wearing Course = 75 Tons

3. Apple Street – From Pittsburgh Street to N. Carnegie Avenue. (260' x 24')

Milling 1" Depth (7' Width Along Northern Edge) = 190 SY

1.5" of 9.5mm Wearing Course = 65 Tons

4. Gibson Avenue – Pittsburgh Street to Stone & Company. (260' x 41' or 31, width varies by block)

1.5" of 9.5mm Wearing Course = 100 Tons

5. N. Cottage Avenue – From Fayette Street to Highlands ER on Murphy. (750' x 25')

1.5" of 9.5mm Wearing Course = 195 Tons

6. Fayette Street – From N. Jefferson Street to W. Crawford Avenue (780' x 28')

1.5" of 9.5mm Wearing Course = 230 Tons

CITY OF CONNELLSVILLE
2026 PAVING PROJECT

7. N. Prospect Street – From Francis Avenue to E. Gibson Avenue (305' x 21')

1.5" of 9.5mm Wearing Course = 70 Tons

8. Penn Street – From Francis Avenue to Murphy Avenue. (610' x 21')

1.5" of 9.5mm Wearing Course = 135 Tons

ALTERNATE BID

9. Mountz Street – From West Gibson Avenue to End (150'x20')

2" of 19.0 mm Binder Course = 45 Tons

1.5" of 9.5 mm Wearing Course = 35 Tons

10. Johnson Avenue – From Fayette Street to Murphy Avenue (400'x27')

1.5" of 9.5mm Wearing Course = 115 Tons

City of Connellsville

2026 Paving Map



9. Mountz Street

4. Gibson Avenue

2. Murphy Avenue

5. N Collage

10. Johnson Avenue

8. N Penn

7. N Prospect

3. Apple Street

1. Peach Street

6. E Fayette

Google Earth

