

BIDDING DOCUMENTS FOR

# GREENCASTLE BOROUGH PLAZA – PHASE 1A

Contract No. **001-24**

*Property Owner: Borough of Greencastle*

*Owner Representative: Emilee Little, Borough Manager  
Borough of Greencastle  
60 North Washington Street  
Greencastle, PA 17225  
717-597-7143, Ext. 103  
ELittle@greencastlepa.gov*

# TABLE OF CONTENTS

03	Public Notice
04 – 10	Information and Instructions to Bidders
11 – 12	Non-Collusion Affidavit
13 – 16	Bid Proposal
17 – 23	Required Bonds (Bid, Performance, Payment, Maintenance)
24 – 27	Notice to Awarded Bidders and Agreement
28 – 30	Project Specifications

## Appendices

- A. *Nondiscrimination/Sexual Harassment Clause*
- B. *Public Works Employment Verification*
- C. *Pennsylvania Underground Utility Line Protection (PA 811 Call)*
- D. *Pennsylvania Prevailing Wage Rates*
- E. *Insurance and Waiver of Subrogation*
- F. *Indemnification by Contractor*
- G. *Structural Report and Findings*
- H. *Construction Plan Set*

## **NOTICE**

### **Project Information**

Emilee Little, on behalf of The Borough of Greencastle, located at 60 N. Washington Street, Greencastle, PA 17225, will accept sealed proposals until **10:00 am, October 4, 2024**, for the following project located at the southwest corner of East Baltimore Street (State Route 16) and Washington Street (State Route 2001). Bid opening will be held on **October 4 at 10:00 am** at The Borough of Greencastle building located at 60 North Washington Street, Greencastle, PA 17225. All bid submissions shall be properly executed without alterations and shall be complete. Bidding Documents and solicitation details will be available on the Owner's website at [www.greencastlepa.gov](http://www.greencastlepa.gov). Bidders are required to be located within 25 miles of the Owner's office.

### **Bid Proposal**

All bid proposals shall be properly executed without alterations and shall be complete. The successful bidder will be required to post a performance bond in the amount of one hundred percent (100%) of the bid price, labor and material payment bond in the amount of one hundred percent (100%) of the bid price and maintenance bond in the amount of ten percent (10%) of the bid price.

### **Pre-Bid Meeting**

A pre-bid meeting followed by a site visit will be held at 10:00 am prevailing time on September 18, 2024 at the office of the Owner. Attendance at the pre-bid meeting and site visit is not mandatory; however, Bidders are encouraged to attend. Any questions can be sent to the following disciplines via email:

Justin Doty (Civil Engineering Consultant) [jdoty@fsa-inc.com](mailto:jdoty@fsa-inc.com)

Brett Whorley (Civil Engineering Consultant) [bwhorley@fsa-inc.com](mailto:bwhorley@fsa-inc.com)

Dan Matonak (Structural Engineer Consultant) [dmatonak@matonakandassociates.com](mailto:dmatonak@matonakandassociates.com)

Lauren Bennett (Architect Consultant) [lbennett@noelkerhull.com](mailto:lbennett@noelkerhull.com)

**Important Requirement** - the following must be met:

1. **Prevailing Wage Act** - all workmen employed on the project must be paid the prevailing minimum wage under the Prevailing Wage Act. Information on the PWA may be found at [www.dil.state.pa.us/laborlaw](http://www.dil.state.pa.us/laborlaw) by clicking on the link to Prevailing Wage Act. See appendix D.
  - a. The PWA does apply to all contractors and sub-contractors. Please contact the Department of Labor and Industry – Bureau of Labor Law compliance at 717-705-7256 with questions about the PWA.

Emilee Little, on behalf of The Borough of Greencastle, reserves the right to reject any or all bids or parts thereof and to waive any defects or irregularities in the best interest of The Borough of Greencastle.

Borough of Greencastle (Owner)  
c/o Emilee Little, Borough Manager  
717-597-7143, Ext. 103

## **INFORMATION AND INSTRUCTIONS TO BIDDERS**

1. All proposals from interested parties shall have acceptable experience in masonry and building construction and must furnish services, products and/or materials in strict compliance with those dimensions, quantities and other requirements as noted in the available appendices and specifications for the Phase 1A Greencastle Borough Plaza attached hereto. Under no circumstances will any services, products or materials be accepted that are different from or in substitution of or for those items and components described in the Design Plan without written authorization of the client.
2. All bids shall be made upon the forms supplied in this package and submitted by mail or hand delivered to The Borough of Greencastle building located at 60 North Washington Street, Greencastle, Pa 17225.  
**The bid must include the complete set of documents as listed below:**
  - A. Notarized non-collusion affidavit
  - B. Executed PA Employee verification form
  - C. Nondiscrimination/Sexual Harassment Clause
  - D. Bid proposal completed and containing original signatures
  - E. Bid Bond or certified check
  - F. Three (3) references from each prime contractor and sub-contractor
3. All bids shall give the proposed price both in words and figures and shall be signed by the Bidder with full name and address. Where bidder is a partnership, the name and address of each partner shall be stated in full and, if a corporation, the state where incorporated.
4. The Borough of Greencastle reserves the right to reject any and all bids, to accept or reject any part of the bid, to waive any informalities and minor irregularities in the bids and to annul any contract if, in its opinion, there shall be a failure at any time to perform faithfully any of its terms. All bids shall remain in full force and effect and subject to acceptance by Owner for a period of sixty (60) days after the opening of bids. Owner reserves the right to, at Owner's sole option and discretion, to reject ALL Bids where the Owner has determined (A) it is in the best interest of the Owner to reject ALL Bids or (B) ALL Bids exceed the Owner's budget or estimated costs of the Project.
5. **Important Requirements:** the following must be met:
  - A. Prevailing Wage Act - all workmen employed on the project must be paid the prevailing minimum wage under the Prevailing Wage Act. Information on the PWA may be found at [www.dil.state.pa.us/laborlaw](http://www.dil.state.pa.us/laborlaw) by clicking on the link to Prevailing Wage Act. See appendix D.
    - a. The PWA does apply to all contractors and sub-contractors. Please contact the Department of Labor and Industry – Bureau of Labor Law compliance at 717-705-7256 with questions about the PWA.
6. **Itemized scope of work list:**  
The following is an itemized list of features and elements required for construction within the proposed scope of work. This list is for ease of reference and is not meant as the full limits of construction. Any and all associated construction for site features as specified on the construction plans would also be included:

- A. Existing wall repair
  - B. Existing roof assessment
  - C. New concrete ledge on existing foundation
  - D. New CMU wall in front of existing repaired wall with air cavity between
  - E. New CMU parapet
  - F. New roof membrane extension between existing roof to new parapet
  - G. Parapet coping cap and flashing
7. Bids which contain erasures, alterations, conditional bids, omissions or irregularities may be rejected. If within two (2) business days after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was/were clerical error(s) or error(s) in computation or arithmetic in the preparation of its Bid, and not an error in judgment as to the type, quantity or quality of the work to be performed, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.
8. The successful bidder agrees, if selected, to furnish a bid bond (10% of contract award price), performance bond (100% of contract award price), payment bond (100% of contract award price) and maintenance bond (10% of contract award price), evidence of required insurance and furnish the executed Agreement within 10 days of notice of intention of award by the owner. Any and all bonds to be issued for the project shall be obtained from a surety (bonding company) listed in the "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published U.S. Department of Treasury, Bureau of Fiscal Affairs Circular 570 ("Circular 570"). The surety providing the bonds must also have an "underwriting limitation" as indicated by Circular 570 of at least three (3) times the penal sum set forth in the bonds being issued for the Project. Issuance of the bonds for the Project is a verification by the Contractor and the surety that the underwriting limitations indicated in Circular 570 are available should the surety be required to perform.
9. The successful bidder shall not assign its rights under the bid awarded, in whole or in part, without the prior written approval of the owner.
10. The total bid price provided by contractors shall be considered unclassified for all on-site rock removal that may be required during construction.
11. In accordance with the Pennsylvania Anti bid-Rigging Act that became law on October 23, 1983, the state requires each bidder to complete and return the Non-Collusion Affidavit. The Affidavit is to be completed as follows:
- A. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
  - B. Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself/herself that each statement is true and accurate, making diligent inquiry as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

- C. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents and an Affidavit must be submitted separately on behalf of each party.
  - D. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid and any other form of bid submitted for the purpose of giving a false appearance of competition.
  - E. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.
12. The Agreement to be executed by the successful bidder contains a penalty provision for failure to complete the project by the time stipulated in the Agreement, December 15, 2024, which shall entitle the owner to deduct from the monies due or about to come due to the successful bidder an amount equal to \$500 for each day of delay from the date of scheduled completion, said sum being fixed and agreed as liquidated damages which the owner will suffer by reason of such delay and not as a penalty. Any such delay in completion to the owner shall not prevent the owner from declaring the successful bidder in breach of his, her or its obligations and pursuing any remedies it has under the performance bond and as otherwise provided by law.
  13. If the project requires the delivery of any equipment, material(s) or products, all shall be delivered at the successful bidder's expense, free of any liens, encumbrances and security interests.
  14. No proprietary items or specifications permitted for any work proposed with this plan. Any items of unique or specific construction will be of equivalent or equal to the quality, design and intention called out in the site development plans and approved by the owner.
  15. Upon (a) receipt by the owner of any equipment, material(s) or products; (b) confirmation that all work provided is in full compliance with the requirements of the Specifications; and (c) receipt by the owner of certification that all subcontractors have been paid, the owner shall make the final payment to the successful bidder within 60 days in the amount of the accepted bid amount, less any liquidated damages due to delay, as provided in Paragraph 12, above and the executed Agreement.
  16. The successful bidder is responsible for being familiar with and to know the location, means of access and all other features and conditions necessary for the successful bidder to make timely delivery of any equipment, material(s) or products. All costs and expenses of delivery of every kind, type or nature shall be the responsibility of the successful bidder. The successful bidder, its agents or representative shall be responsible for securing and properly delivering all items and components in accordance with all federal, state and local laws, regulations, codes and ordinances.
  17. Any bids received after the deadline by which they are to be received are late bids. Such late bids will not be considered, but will be held unopened until the time of award and then returned to the bidder. No responsibility will attach to the owner for the premature opening of, or the failure to

open, a bid not properly addressed and identified. Bids may be withdrawn or revised at any time prior to the due date and time listed in the invitation to bid.

18. The successful bidder warrants and guarantees to the owner that all materials and items supplied will be new, of good quality and free from faults or defects. All defective items as ascertained by the owner shall be replaced to the satisfaction of the owner prior to payment to the successful bidder.
19. If, after final payment and prior to the expiration of one year after the date of such final payment, any items supplied by the successful bidder or work complete is found to be defective, the successful bidder shall promptly, without cost to the owner, supply the owner with non-defective items and properly repair defective work within 30 days of notice by the owner. If the successful bidder fails to supply such items or properly repair such work within 30 days' notice, the owner may make such repair and supply such items at the cost of the successful bidder. The successful bidder will also be responsible for and pay all costs, fees and attorney fees incurred by the owner if legal action is initiated against the successful bidder due to the successful bidder's failure to pay such costs and expenses upon demand by the owner.
20. The Non-Collusion Affidavit, Bid Proposal, Bid Bond, Performance Bond, Payment Bond, Maintenance Bond or certified check deposit and the Agreement shall constitute the "Contract Documents", the terms of which shall constitute a binding contract with the successful bidder.
21. Any bids excess of \$25,000 shall be subject to:
  - A. The requirements of the PA Prevailing Wage Rate Act shall be based upon applicable minimum wage rates as determined by the United States Department of Labor, Wage and Hour Division; and
  - B. If the bid is in excess of \$25,000, the bidder is subject to the requirements of the Pennsylvania Public Works Employment Verification Act. **Each bidder must submit to the owner with the bid an executed verification form as published by the Pennsylvania Department of General Services. The form and information regarding the requirements of this Act and of federal law with respect to the use of the E-Verify Program are available on e-verify.gov**
22. Conflict of Interest Notice and Responsibilities. A conflict of interest may take various forms but exists if a significant financial interest or other opportunities for tangible personal benefit may exert a substantial improper influence upon an employee, contractor or professional. A conflict of interest may exist when there is a divergence between private interests of an employee, contractor or professional and his, her or its obligation to the owner such that: (i) a reasonable and independent observer might rationally question whether the employee's professional responsibility might be influenced by considerations of gain or financial interest for either the employee, contractor or professional or their family or for other parties; or (ii) a reasonable and independent observer might rationally conclude that the conflict of interest undermines the integrity of any business of the owner. A conflict of interest encompasses not only situations that are in fact improper, but also situations where a reasonable and independent observer might rationally observe the appearance of impropriety. This includes any potential conflicts of interest that are yet unrealized or that may be perceived by others to be conflicts of interest. For purposes of this notice, the family of any employee, contractor or professional shall include his or her spouse or companion, his or her siblings and their spouses or companions and his or her

descendants and their spouses or companions. **If applicable, all bidders are asked to provide with the bid a listing of current or potential conflicts of interest with respect to providing goods and/or services to the owner as contemplated by this project.** The successful bidder shall provide notice to the owner of any actual or potential conflicts of interest that exist or arise in the course of providing goods and/or services to the owner. In the absence of a listing, it will be presumed that there are no current or potential conflicts.

23. The owner reserves the right to revise or amend any plans or specifications prior to the date scheduled for bid opening. In the event plans and/or specifications are revised or amended, such revisions or amendments will be provided by use of an addendum which will be provided to all prospective bidders.
24. The successful bidder shall supervise and direct the work efficiently and with its best skill and attention and shall have experience with masonry and structural expertise. The bidder shall be solely responsible for the means, methods, techniques, sequences and procedures of work and shall be responsible to see that the finished work complies with the Contract Documents and applicable permits as required.
25. The successful bidder shall provide only competent, suitably trained and qualified personnel to perform the work as required by the Contract Documents and shall furnish all materials, equipment, labor, transportation, machinery, tools, fuel, power, sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work. All materials, products and equipment to be installed shall be new and shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the manufacturer, except as otherwise expressly provided in the Contract Documents.
26. The successful bidder shall be fully responsible for all acts and omissions of its subcontractors and of persons and organizations directly or indirectly employed by them. Nothing in the Contract Documents shall create any contractual relationship between the owner and any owner agent or employee and any subcontractor or other person or organization having a direct contract with the successful bidder, nor shall it create any obligation on the part of the owner or any owner agent or employee to pay or to see to the payment of any monies due any subcontractor or any person or organization working for the successful bidder. All subcontractors will be subject to the approval by the owner. There shall be no substitution of subcontractors without prior approval and knowledge from the client once a subcontractor list is approved.
27. The successful bidder shall obtain and pay for all construction permits and licenses which are applicable to the project at the time the bid is submitted. It is the successful bidder's responsibility to abide by all permit conditions affecting work and the work of any subcontractors.
28. The successful bidder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and shall comply with all requirements and regulations of OSHA (Federal Occupational Safety and Health Act 1970), State, and local governments pertaining to such work. The successful bidder shall be responsible for erecting any necessary signage and/or barriers to keep others from entering any work areas, subject to coordination with the owner.

29. The owner may, at any time or from time to time, order additions or revisions in the work. These changes will be authorized by Change Order to be executed in writing between the owner and the successful bidder prior to any changes or revisions to the work being initiated.
30. Insurance requirements for the project by the successful bidder are set forth in Attachment H (Appendix E).
31. The successful bidder shall comply with the provisions of the following Acts, as amended from time to time, as applicable: Act of March 23, 1978, (P.L. 6, No. 3) known as the "Steel Procurement Act"; Act of October 28, 1983 (P.L. 176, No. 45), known as the "Anti bid-Rigging Act"; Act of December 20, 1967 (P.L. 869, No. 385), known as the "Public Works Contractors' Bond Law"; Act of November 26, 1978 (P.L. 1309, No. 317), known as the "Award and Execution of Public Contract Law"; Act of February 17, 1994 (P.L. 73, No. 7), known as the "Contractor and Subcontractor Payment Act"; Act of January 23, 1974 (P.L. 9, No. 4), referred to as the "Public Contract Bid Withdrawal Act"; Act of April 4, 1984 (P.L. 193, No. 40), known as the "Motor Vehicle Procurement Act"; Act of 1968 known as the Architectural Barriers Act and Section 504 of the Rehabilitation Act of 1973; Act 235 of 1965, as amended, Universal Accessibility Act; Act of 1990 Americans with Disabilities Act, as amended; and Act of December 29, 1970 (P.L. 91-596), referred to as the "Occupational Safety and Health Act of 1970".

Any steel products used or supplied in performance of the Contract Documents or any subcontracts shall be from steel made in the United States.

32. INDEMNIFICATION: The successful bidder shall be bound by Attachment I (Appendix F) and the obligations contained therein shall completion of the work or survive after contract termination.
33. **An optional pre-bid meeting will be held for this project on September 19, 2024, at 10:00 am** at the project site at the southwest intersection of East Baltimore Street (State Route 16) and Washington Street (State Route 2001). No bid will be excluded from being considered if the bidder or bidder agent did not attend the pre-bid meeting.
34. A pre-construction meeting will be held prior to the commencement of work to be determined by the owner and awarded bidder.
35. Compliance with the Pennsylvania One Call System, Inc. is required for this project (Pennsylvania Act 287, as amended by Act 181 of 2006). Call 811 before you dig.
36. Any questions regarding the intent of these documents shall be submitted in writing, to The Borough of Greencastle, 60 North Washington Street, Greencastle, Pa 17225 no later than **3:00pm, September 30, 2024**. All responses to questions will be given to all project plan holders prior to bid opening.
37. This is a project subject to PA prevailing wage rates. See wage rates under Appendix D. All wage rate information to be accordance with the current regulations as outlined by the PA Department of Labor and Industry.
38. The Project will be bid with the option for three trade contracts each with a defined scope of work related to concrete, masonry, and roofing or as a total project with a single contract awarded to the lowest responsible full project bidder.
  - A. Contract #1- Concrete Work

- B. Contract #2- Masonry Work
- C. Contract #3- Roofing Work

39. It is anticipated the contract will be awarded shortly after the closing of the bid. Notice to Proceed will be issued promptly upon receipt of acceptable required documents to be submitted by the successful bidder.
40. Within a two (2) week period from the Notice of Intent to Award, contractor shall submit to Project Manager, a construction schedule of order and time that work will be completed.
41. This project shall begin after an issuance of the Notice to Proceed and the contractor shall complete work prior to **December 15, 2024 with final payment issued no later than December 31, 2024**. Completion of work entails that all associated work outlined in the plans have been installed accordingly to the satisfaction of the Owner and local municipality.



Signature: \_\_\_\_\_

Name:

Position/Title:

SWORN TO AND SUBSCRIBED

BEFORE ME THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Notary Seal:

**NOTE:** The above Notary's acknowledgment must be completed, signed and Notary seal placed above.

## **BID PROPOSAL**

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"),  
organized and existing under the laws of the State of \_\_\_\_\_,  
doing business as \_\_\_\_\_.

In compliance with your Notice, Bidder hereby submits this proposal for:

### **Greencastle Borough Plaza – Phase 1A**

in strict accordance with the Contract Documents, within the time and conditions set forth therein, and at the price(s) stated below.

The following is an itemized list of features and elements required for construction within the proposed scope of work. This list is for ease of reference and is not meant as the full limits of construction. Any and all associated construction for site features as specified on the construction plans would also be included:

1. Scope
  - A. Existing wall repair
  - B. Existing roof assessment
  - C. New concrete ledge on existing foundation
  - D. New CMU wall in front of existing repaired wall with air cavity between
  - E. New CMU parapet
  - F. New roof membrane extension between existing roof to new parapet
  - G. Parapet coping cap and flashing
2. Products
  - A. Flashing products and accessories
  - B. Roof membrane and accessories
  - C. Preservative treated wood
  - D. Cavity mortar control
  - E. Weep vents
  - F. Moisture barrier
  - G. Sealants

The Project will be bid with the option for three trade contracts each with a defined scope of work related to concrete, masonry, and roofing or as a total project with a single contract awarded to the lowest responsible full project bidder.

1. Outlined Scopes of Work per Trade
  - A. Contract #1- Concrete Work
    - I. Excavation, forming, and pouring concrete for new ledge wall
  - B. Contract #2- Masonry Work
    - II. Repairs to existing brick wall, construction of new CMU wall including rebar and concrete for block fill, demolition of existing parapet wall and construct new CMU parapet

C. Contract #3- Roofing Work

- III. Pressure treated lumber, membrane repair/tie-in on adjoining property, new flashing and coping cap on new parapet

Each trade would be responsible for the clean-up of their own materials and debris. The Borough can supply a portable toilet facility so there are not three facilities on site at any given time.

**Any bid submitted as less than \$10,000 would have no bonding requirement.**

By submission of this Bid Proposal, the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that this Bid has been made independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor. **Contractors are able to bid one or each of the trade scopes of work and that The Borough reserves the right to award each trade separately to the lowest responsible individual contract bidders or the project collectively to the lowest responsible total project bidder.**

Bid quotation must be made both in figures and words.

**Contract #1- Concrete Work- Bid Price:**

\_\_\_\_\_ dollars and \_\_\_\_\_ cents  
(Words)

\$ \_\_\_\_\_ (Figure)

**Contract #2- Masonry Work- Bid Price:**

\_\_\_\_\_ dollars and \_\_\_\_\_ cents  
(Words)

\$ \_\_\_\_\_ (Figure)

**Contract #3- Roofing Work- Bid Price:**

\_\_\_\_\_ dollars and \_\_\_\_\_ cents  
(Words)

\$ \_\_\_\_\_ (Figure)

**Total Project Bid Price:**

\_\_\_\_\_ dollars and \_\_\_\_\_ cents  
(Words)

\$ \_\_\_\_\_ (Figure)

Respectfully submitted:

\_\_\_\_\_

By \_\_\_\_\_

(printed)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

(Seal)

Attest: \_\_\_\_\_

Communications concerning this Bid Proposal shall be addressed to:

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

If Bidder is:

An Individual:

By \_\_\_\_\_ (SEAL)  
(Individual's Name)

Doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No. : \_\_\_\_\_

A Partnership:

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_

Phone No. : \_\_\_\_\_

A Corporation:

By: \_\_\_\_\_ (SEAL)  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By: \_\_\_\_\_ (SEAL)  
(Name of Person Authorized to Sign)

\_\_\_\_\_  
(Title) (Corporate Seal)

Attest: \_\_\_\_\_  
(Secretary)

Business Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

A Joint Venture:

By: \_\_\_\_\_ (SEAL)  
(Name)

Address: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Name)

Address: \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_

\_\_\_\_\_

as Principal, and \_\_\_\_\_,

as Surety, are hereby held and firmly bound unto The Borough of Greencastle, as Owner, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, to deliver:

**Greencastle Borough Plaza – Phase 1A**

NOW, THEREFORE,

- (a) If said bid shall be rejected, or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver an agreement in the form required by the Contract Documents (properly completed in accordance with said bid) and shall furnish a bond for its faithful performance of said agreement, and for the payment of all persons performing labor or furnishing materials in connection therewith maintenance bond and evidence of required insurance, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void. Otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

IN WITNESS WHEREOF, this instrument is executed this the \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_.

Principal \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_ (SEAL)

Witness: \_\_\_\_\_

Surety

Attorney-in-fact\*: \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_ (SEAL)

Witness: \_\_\_\_\_

\*Power of attorney must be attached.

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

Name of Successful Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

Name of Surety \_\_\_\_\_

Address \_\_\_\_\_

hereinafter called Surety, are held and firmly bound unto:

Name of Owner    The Borough of Greencastle

Address            60 North Washington Street

Greencastle, PA 17225

hereinafter called "Owner", in the penal sum of:

\_\_\_\_\_ dollars

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

THE CONDITION OF THIS OBLIGATION is such that the Principal entered into a certain contract with the Owner, The Borough of Greencastle for the Greencastle Borough Plaza – Phase 1A Project.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, including, but not limited to, all reasonable attorney's fees, and shall reimburse and repay the Owner all outlay and expense and attorney's fees, which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this

bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of the specifications.

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

IN WITNESS WHEREOF, this instrument is executed this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Principal \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_(SEAL)

Witness: \_\_\_\_\_

Surety

Attorney-in-fact\*: \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_(SEAL)

Witness: \_\_\_\_\_

\*Power of attorney must be attached.

NOTE: If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Pennsylvania

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS that we \_\_\_\_\_

\_\_\_\_\_

as Principal, and \_\_\_\_\_

as Surety, are held and firmly bound unto The Borough of Greencastle, c/o Emilee Little,

hereinafter called Obligee, in the full and just sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

lawful money of the United States of America, to be paid to the said Obligee or its assigns to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, said Principal has entered into a certain Agreement with said Obligee dated \_\_\_\_\_, hereinafter called the Agreement, for \_\_\_\_\_

\_\_\_\_\_, dated \_\_\_\_\_, which Agreement, together with the Documents therein described as the "Contract Documents" shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall and will promptly pay or cause to be paid in full all sums of money which may be due any person, co-partnership, association or corporation for all materials furnished and labor supplied or performed in the prosecution of the work whether or not the said material or labor enter into and become component parts of the work or improvement contemplated, then this obligation to be void, otherwise to remain in full force and effect.

THE PRINCIPAL AND SURETY hereby jointly and severally agree with the Obligee herein that every person, co-partnership, association or corporation who, whether as subcontractor or otherwise, has furnished material or supplied or performed labor in the prosecution of the work as above provided and who has not been paid in full therefor, may maintain an action on this bond to recover for the same against the said Surety as though he, they or it was named herein and prosecute the same to final judgment for such sum or sums as may be justly due him, them or it, and have execution thereon, PROVIDED, HOWEVER, that the Obligee shall not be liable for the payment of any costs or expenses of such suit.

PROVIDED FURTHER, that no such suit shall be commenced prior to ninety (90) days from the date upon which said person, co-partnership, association or corporation furnished, supplied or performed the last of the material or labor for which the said claim is made, and every such suit shall be commenced not later than one (1) year from the date when the cause of action accrued.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation

on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of the specifications.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond in quadruplicate under seal the day and year first above written.

IN WITNESS WHEREOF, this instrument is executed this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Principal \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_ (SEAL)

Witness: \_\_\_\_\_

Surety

Attorney-in-fact\*: \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_ (SEAL)

Witness: \_\_\_\_\_

\*Power of attorney must be attached.

**MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That \_\_\_\_\_ (hereinafter called the "Principal") as Principal, and the \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_ (hereinafter called the "Surety") as Surety are held and firmly bound unto The Borough of Greencastle, c/o Emilee Little (hereinafter called the "Obligee") in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which are well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that WHEREAS, the said Principal has entered into a contract with the Obligee for \_\_\_\_\_ and WHEREAS, the obligee has requested that said work be guaranteed against failure because of defective workmanship or material, performed, or furnished by said principal for a **full period of two (2) years from the date of final acceptance of the entire project**, normal wear and tear excepted.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which become apparent during the said maintenance period, then this obligation to be void, otherwise to remain in full force and effect.

It is understood and agreed that the total liability of the surety under this bond shall in no event exceed the sum of \_\_\_\_\_ Dollars.

No right of action shall accrue upon or by reason of this obligation, to or for the use or benefit of any person, firm, or corporation, other than the Obligee herein named.

SIGNED, SEALED, AND DATED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Attest:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal)

By: \_\_\_\_\_

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
Attorney-in-Fact

**NOTICE OF INTENT TO AWARD**

TO:

PROJECT DESCRIPTION: Greencastle Borough Plaza – Phase 1A

The owner has considered the Bid submitted by you for the above described project in response to its Notice and the related Contract Documents.

You are hereby notified that your Bid has been accepted as shown in your Bid Proposal.

You are required by the Information and Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and Maintenance Bond together with required insurance within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said Bonds and required insurance within ten days from the date of this Notice, the owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Intent to The Borough of Greencastle.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The Borough of Greencastle

By: \_\_\_\_\_  
Emilee Little, Borough Manager

**ACCEPTANCE OF NOTICE OF INTENT TO AWARD**

Receipt of the above Notice of Intent to Award is hereby acknowledged this \_\_\_\_\_ day of

\_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTE:** Failure to return an acknowledgment of this Notice of Award does not relieve the contractor of the conditions imposed by the Instructions to Bidders and/or General Conditions.

**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, by and between THE BOROUGH OF GREENCASTLE, Franklin County, Pennsylvania, hereinafter called "OWNER" and \_\_\_\_\_, doing business as (an individual) or (a partnership) or (a corporation), hereinafter called "CONTRACTOR".

WITNESSETH: That, the owner and Contractor, intending to legally bind themselves, their successors, heirs, assigns and personal representations, and for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will complete the work of the project in strict accordance with the Contract Documents after the Notice to Proceed has been issued and before December 15, 2024, unless the period for completion is otherwise extended by the Contract Documents. Failure of the Contractor to complete the work within the above period shall subject the Contractor to a penalty of \$500 each day until completion, which penalty amount Contractor agrees can be deducted from any amount due Contractor by the Owner.
2. Terms used in the Agreement which are defined in the General Conditions, if included in the Contract Documents, shall have the meanings indicated in the General Conditions.
3. The term "Contract Documents" means and includes the following, but shall not be limited to:
  - A. Notice
  - B. Information and Instructions to Bidders
  - C. Specifications
  - D. Non-Collusion Affidavit
  - E. Bid Proposal
  - F. Nondiscrimination/Sexual Harassment Clause
  - G. Notice of Intent to Award
  - H. Notice to Proceed
  - I. Agreement
  - J. Performance Bond
  - K. Payment Bond
  - L. Bid Bond
  - M. Maintenance Bond
  - N. Addendum Number \_\_\_\_\_ dated \_\_\_\_\_, 2024, and all attachments thereto.
4. The Contractor agrees to complete the project as described in the Contract Documents as shown on the Bid Proposal, for the lump sum of \$ \_\_\_\_\_.

5. Upon completion and settlement of all claims, the Owner will pay all outstanding monies due to the contractor.
6. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents, and specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.
7. Contractor acknowledges and agrees that certain records and documents in the possession of Contractor pertaining to or in any way relating to the contract, services and/or materials provided or supplied by Contractor to or for the benefit of Owner may be considered a "public record" as that term is defined under the Pennsylvania Right-To-Know Law, Act 3 of 2008. Contractor agrees that Contractor shall make available and provide all such documents and records to Owner for photocopying or reproduction in appropriate medium by Owner that Owner shall, in its sole discretion, determine are a "public record" in the event an appropriate written request under the Right-To-Know Law for such documents or records is made to the Owner. Contractor further agrees that the obligations of Contractor under this paragraph shall survive the termination or expiration of this Agreement.
8. The Contract Documents constitute the entire Agreement between the Owner and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.
9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.
10. The laws of the Commonwealth of Pennsylvania shall govern this agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date first above written.

OWNER:  
 \_\_\_\_\_  
 The Borough of Greencastle  
 \_\_\_\_\_  
 By \_\_\_\_\_  
 \_\_\_\_\_  
 Emilee Little  
 (Printed)  
 \_\_\_\_\_  
 Borough Manager  
 (Title)  
 \_\_\_\_\_  
 60 North Washington Street  
 (Address)  
 \_\_\_\_\_  
 Greencastle, PA 17225  
 \_\_\_\_\_  
 (717) 597-7143 x 103  
 \_\_\_\_\_

CONTRACTOR:  
 \_\_\_\_\_  
 By \_\_\_\_\_  
 \_\_\_\_\_  
 (Printed)  
 \_\_\_\_\_  
 (Title)  
 \_\_\_\_\_  
 (Address)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Telephone)

**NOTICE TO PROCEED**

TO: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_ PROJECT: Greencastle Borough Plaza – Phase 1A

\_\_\_\_\_ Contract No. 001-24

You are hereby notified that the above Contract has been awarded to you and you are to commence work in accordance with the Agreement dated \_\_\_\_\_, on or before \_\_\_\_\_, and you are to complete all work within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all work is therefore no later than December 15, 2024.

The Borough of Greencastle

By \_\_\_\_\_

Printed Emilee Little

Title Borough Manager

You are required to return an acknowledgment of this Notice to Proceed to The Borough of Greencastle.

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

By \_\_\_\_\_

Printed \_\_\_\_\_

Title \_\_\_\_\_

NOTE: Failure to return acknowledgment of the Notice to Proceed does not relieve the contractor of conditions imposed by the Agreement.

## **PROJECT SPECIFICATIONS**

### **OVERVIEW**

The Borough of Greencastle has begun the planning for the rehabilitation and repairs of the party wall located on the northern building face of 13 South Washington Street.

### **ITEMIZED PROJECT LIST**

The following is an itemized list of features and elements required for construction within the proposed scope of work. This list is for ease of reference and is not meant as the full limits of construction. Any and all associated construction for site features as specified on the construction plans would also be included:

2. Scope
  - A. Existing wall repair
  - B. Existing roof assessment
  - C. New concrete ledge on existing foundation
  - D. New CMU wall in front of existing repaired wall with air cavity between
  - E. New CMU parapet
  - F. New roof membrane extension between existing roof to new parapet
  - G. Parapet coping cap and flashing
3. Products
  - H. Flashing products and accessories
  - I. Roof membrane and accessories
  - J. Preservative treated wood
  - K. Cavity mortar control
  - L. Weep vents
  - M. Moisture barrier
  - N. Sealants

### **LOCATION OF WORK**

At the southwest intersection of Baltimore Street (State Route 16) and Washington Street (State Route 2001) Greencastle, PA 17225.

### **SCOPE OF WORK**

Rehabilitation and repairs of the party wall located on the northern building face of 13 South Washington Street. Refer to Appendix G and Appendix H for a detailed scope of work.

### **PROJECT MANAGER**

*The Borough of Greencastle*  
Emilee Little  
ELittle@greencastlepa.gov  
717-597-7143, Ext. 103

### ***FSA (Project Engineer and Designers)***

Justin T. Doty  
JDoty@fsa-inc.com  
717-701-8111

Brett A. Whorley  
BWhorley@fsa-inc.com  
717-597-1007

*Matonak & Associates (Project Structural Engineer)*  
Dan Matonak  
Dmatonak@matonakandassociates.com  
301-790-0111

*Noelker And Hull Associates, Inc. (Project Architect)*  
Lauren Bennett  
Lbennett@noelkerhull.com  
717-263-8464

#### INSPECTIONS

All work is subject to inspection by client. The owner shall have the right to reject defective material and workmanship or require its correction.

#### PAYMENT

Payment requests may be submitted on a monthly basis for completed work. For payment purposes, provide a completion status with each invoice submitted. Assuming a complete payment request is made by the contractor and approved, the Conservancy shall make payment within 60 days.

#### WORK HOURS

Work hours for this project will be discussed with the awarded bidder and the owner.

#### PRE-BID MEETING

An optional pre-bid meeting will be held on September 19, 2024 at 10:00 am at the project site at the southwest intersection of Baltimore Street (State Route 16) and Washington Street (State Route 2001) Greencastle, PA 17225. No bid will be excluded from being considered if the bidder or bidder agent did not attend the pre-bid meeting.

#### PRE-CONSTRUCTION MEETING

A pre-construction meeting will be held prior to commencement of work. Monthly construction progress meetings will be held on an as-needed basis at the discretion of the owner.

#### STORAGE OF EQUIPMENT AND MATERIALS

Storage of equipment and materials on-site shall require approval from the owner.

#### REMOVAL OF DEBRIS, CLEANING, ETC.

Each trade would be responsible for the clean-up of their own materials and debris. The Borough can supply a portable toilet facility so there are not three facilities on site at any given time.

SCHEDULE

Contractor shall provide to the owner within two (2) weeks of Notice of Intent to Award a schedule for completion of the work which identifies the anticipated start and completion dates for the project. Contractor shall update the schedule on at least a monthly basis to reflect completed and anticipated work and provide the updated schedule to the owner.

FINAL INSPECTION

Contractor shall notify the owner when the project is substantially completed in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the owner. The set of redlined prints required shall be submitted with the request for final inspection.

Completion of work entails that all associated work outlined in the plans have been installed accordingly to the satisfaction of the Owner and local municipality.

PA PREVAILING WAGE RATE REQUIREMENTS

Strict adherence to provisions of the PA Prevailing Wage Rate Act with respect to wage rate rates is required. The contractor must submit weekly certified payroll statements for all monthly pay periods prior to receiving payments (see Department of Labor and Industry requirements). It is anticipated that wage rate reviews will be conducted by the owner. PA prevailing wage rates are attached as Appendix D.

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

Attached as Appendix A.

PUBLIC WORKS EMPLOYMENT VERIFICATION

Attached as Appendix B.

PA 811 CALL INFORMATION

Attached as Appendix C.

PREVAILING WAGE RATES

Attached as Appendix D.

INSURANCE AND WAIVER OF SUBROGATION

Attached as Appendix E.

INDEMNIFICATION BY CONTRACTOR

Attached as Appendix F.

STRUCTURAL REPORT AND FINDINGS

Attached as Appendix G.

CONSTRUCTION PLAN SET

Attached as Appendix H.

The successful bidder must comply with all provisions, laws, requirements, etc. in all appendices A through H.

**Appendix A**  
Nondiscrimination/Sexual Harassment Clause

## **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]**

The Grantee agrees:

- 1.** In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
- 2.** The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- 3.** Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
- 4.** Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- 5.** The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
- 6.** The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- 7.** The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal,

state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

- 8.** The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- 9.** The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- 10.** The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Based on Management Directive 215.16 Amended (8/2/18)

**Appendix B**  
Public Works Employment Verification

## **DCNR Administrative Policy/Grant Guidelines**

### **Public Works Employment Verification Form and language which must be included in all bids**

#### PUBLIC WORKS EMPLOYMENT VERIFICATION ACT

The Public Works Employment Verification Act, 43 P.S. §§167.1-167.11, became effective on January 1, 2013. As a bidder on a public works contract, you are required to comply with Section 4 of the Act by submitting the Public Works Employment Verification Form as a condition to being awarded the contract. By completing the Form, you affirm that you have utilized the Federal E-Verify program to verify the employment eligibility of all new employees hired post January 1, 2013, and that you will continue to comply with the provisions of the Act for all new hires throughout the duration of the Contract. The Public Works Employment Verification Form and a link to the U.S. Department of Homeland Security's Employment Verification web site can be found on the Department of General Services' Construction and Public Works web page at [www.dgs.state.pa.us](http://www.dgs.state.pa.us) .

During construction, the prime contractor is required to collect Verification Forms from subcontractors of every level. The completed Verification Forms from subcontractors will be forwarded to the agency that awarded the construction contract. A subcontractor is defined as: (i) A person, other than a natural person, including a staffing agency, that performs work for a public works contractor under a contract for public works; (ii) The term includes subcontractors of every level, that is, sub-subcontractors, sub-sub-subcontractors, and the like; (iii) The term does **not** include persons that supply materials for a project.



COMMONWEALTH OF PENNSYLVANIA

**PUBLIC WORKS EMPLOYMENT VERIFICATION FORM**

Business or Organization Name (Employer) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Check One:

- Contractor
- Subcontractor

Contracting Public Body \_\_\_\_\_

Contract/Project No \_\_\_\_\_

Project Description \_\_\_\_\_

Project Location \_\_\_\_\_

Date Enrolled in E-Verify: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date of Signature

**Appendix C**  
Pennsylvania's Underground Utility Line Protection (PA 811 Call)



## New Law. New Rules.

*Pennsylvania's Underground Utility Line Protection (UULP) Law adds new obligations*

What's new with PA Act 287, as amended? PA Act 287, the Underground Utility Line Protection Law, or better known as the "One Call Law" (73 P. S. § 176 et. seq.), has been amended seven times since 1974, most recently with PA Act 50 of 2017. This article describes the changes that Act 50 made to the One Call Law and what the changes mean to municipalities, townships, boroughs, authorities and cities that own or operate underground utilities.

PA Act 50 of 2017 was signed by Governor Wolf on October 30, 2017 and went into effect on April 30, 2018.

**History.** PA Act 287 of 1974 went into effect in April 1975 and required excavators to call before digging. Coverage began in Allegheny County with six utilities, and expanded statewide by 1977. Calling before digging was an important first step in damage prevention, but did not work unless underground utilities participated. PA Act 172 of 1986 obligated owners or operators of underground utilities to become members of the One Call System.



The One Call law went through a series of enhancements in 1991, 1996, 2004, 2006 and 2008. Although the system was working to prevent damage and enhance the safety of Commonwealth workers and citizens, enforcement of the law was becoming more and more important.

The passage of PA Act 50 of 2017 brought four major enhancements to the UULP Law: A change in the enforcement authority; new obligations for utility owners to respond to excavators; new obligations for facility owners to provide maps of their facilities; and new obligations for reporting Alleged Violations of the law.



**Change in the Enforcement authority.** The biggest change in the One Call Law was the change in enforcement authority. Enforcement of the One Call Law moved from the Department of Labor and Industry to the Pennsylvania Public Utility Commission. The Commission has enforcement authority for regulated public utilities in Pennsylvania, and the One Call Law involves safety related to underground utilities. The Commission was involved in writing the language referencing enforcement in PA Act 50.

---

**Obligations for responding.** Facility owners must respond to all notifications through the One Call System by the response due date. There has been a change when a response is due on a renotify.

Excavators renotify facility owners when locate request issues arise. The timing of the renotify request determines the response required of a facility owner:

- Scenario 1:
  - On a correctly submitted *non-emergency* Locate request from an excavator, who, upon their initial arrival at the work site determines that “clear evidence of facilities” exists which are not marked or may be mismarked, and initiates a renotify through the one call system.
  - The facility owner is required to make “direct contact” with the excavator within two hours.
  - If the facility owner fails to provide sufficient information to the excavator within three hours after the renotify call to POCS, the Act does allow the excavator to begin work as scheduled, but not earlier than the first lawful dig date, provided the excavator exercises due care and uses prudent techniques while working.
- Scenario 2:
  - An excavator disagrees with a response a facility owner made through the one call system, but it is not their initial arrival at the work site. The one call system will capture the locate issue in the text of the renotify.
  - The facility owner must respond as soon as practicable.

**Obligations to map facilities.** Every facility owner must participate in the One Call System’s Member Mapping Solutions. Mapped members receive fewer notifications and municipal level mapping members receive ALL notifications.

- The One Call System can accept shape files of facility centerlines for upload into the mapping system.
- These files can be generated from your GIS system or a member can draw their facilities via the Member Mapping web application.
- The Facility Owner has control of the buffer size of the centerline information.

**Obligations for reporting.** Here are four things you should know:

1. **“Alleged Violation”** is a term you should know. An alleged violation means an instance when a person by action or inaction fails to fulfill an obligation of PA Act 287, as amended. Examples of an alleged violation include line damage, failure to place a One Call in advance of excavation or failure to respond to One Call notifications. There are many other types of alleged violations.
2. **“Alleged Violation Report”** is another term you should know. An alleged violation report is the completion of an online form by a stakeholder to record the instance of an alleged violation to the PUC. The form is located here:  
[www.paonecall.org/enforcement](http://www.paonecall.org/enforcement).

- 
3. **Who reports alleged violations, and when?** All One Call stakeholders are obligated to report violations of PA Act 287, as amended. Timeframes are as follows:

Project Owners and Excavators:	Not more than ten (10) business days.
Facility Owners and Designers:	Not more than thirty (30) business days.

In other words, if an excavator damages a line, they have ten (10) business days to report the damage to the PUC by completing an Alleged Violation Report at [www.paonecall.org/enforcement](http://www.paonecall.org/enforcement). The facility owner who owns or operates the damaged line has thirty (30) business days to report the incident, too. The Project Owner who hired the excavator to do the work is also obligated to report the damage to the PUC within ten (10) business days.

4. **How do I report an Alleged Violation?** If you are an excavator, or a facility owner, or a project owner, or a designer, and believe a violation of PA Act 287, as amended, has occurred, you are **obligated** to report. You can do so with these 4 steps:
1. Go to this page: [www.paonecall.org/enforcement](http://www.paonecall.org/enforcement)
  2. Click on this link: [Report an Alleged Violation](#)
  3. Log in to the site. If you do not have a user id and password, create one first.
  4. Complete the form and click **<Submit>**.

**Complex Projects Update.** Although not a new requirement of the law, as a result of the enforcement change, more complex project tickets are being created by excavators. Facility owners are required to attend and participate in complex project preconstruction meetings and work with excavators on a schedule to mark the underground lines reasonably in advance of the actual start of excavation or demolition work for each phase of the work.

The maximum geographic area for a single locate request has been set at: 1,000' or intersection to intersection whichever is greater, along the same street, within the same political subdivision" by the POCS Board of Directors. Anything larger than a single locate request requires a complex project ticket.

If you have any questions regarding the obligations under the new UULP law you can contact our liaison in your area. You can find each of our liaisons and the region they cover on the POCS website, [www.paonecall.org/liaisons](http://www.paonecall.org/liaisons). Some additional resources we have posted on the website are: Act 50 of 2017, Act 50 FAQ, A Summary of Changes to UULPA, and The Users Guide.

#####

**Appendix D**  
Pennsylvania Prevailing Wage Rates

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

Project Name:	Letort Spring Garden Preserve Site Development Plan
General Description:	The scope of work includes a new parking lot with stormwater bmp and ADA trail with supporting recreation amenities and features (benches, info kiosks, etc.) Located at 1110 S. Spring Garden St, Carlisle, PA 17015
Project Locality	South Middleton Township
Awarding Agency:	DCNR
Contract Award Date:	7/1/2020
Serial Number:	24-03539
Project Classification:	Highway
Determination Date:	4/9/2024
Assigned Field Office:	Harrisburg
Field Office Phone Number:	(717)787-4763
Toll Free Phone Number:	(800)932-0665
Project County:	Cumberland County

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

<b>Project: 24-03539 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Asbestos & Insulation Workers	6/26/2023		\$38.70	\$29.11	\$67.81
Asbestos & Insulation Workers	7/1/2024		\$35.80	\$34.06	\$69.86
Boilermakers	1/1/2023		\$51.27	\$35.30	\$86.57
Boilermakers	1/1/2024		\$52.10	\$35.72	\$87.82
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/30/2023		\$38.27	\$18.18	\$56.45
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/28/2024		\$40.12	\$18.18	\$58.30
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/4/2025		\$41.97	\$18.18	\$60.15
Carpenters - Piledriver/Welder	1/1/2023		\$40.63	\$21.22	\$61.85
Carpenters - Piledriver/Welder	1/1/2024		\$42.13	\$21.97	\$64.10
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2023		\$35.06	\$17.72	\$52.78
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2024		\$36.56	\$17.72	\$54.28
Cement Finishers & Plasterers	4/30/2023		\$28.23	\$22.27	\$50.50
Cement Finishers & Plasterers	4/28/2024		\$30.23	\$22.27	\$52.50
Cement Finishers & Plasterers	5/4/2025		\$32.23	\$22.27	\$54.50
Cement Finishers & Plasterers	5/3/2026		\$34.23	\$22.27	\$56.50
Cement Masons	5/1/2023		\$32.90	\$22.70	\$55.60
Cement Masons	5/1/2024		\$33.80	\$22.80	\$56.60
Drywall Finisher	5/1/2023		\$30.10	\$22.14	\$52.24
Electricians	6/1/2023		\$37.00	\$26.67	\$63.67
Electricians	6/1/2024		\$37.00	\$30.51	\$67.51
Electricians	6/1/2025		\$37.00	\$32.50	\$69.50
Elevator Constructor	1/1/2023		\$53.93	\$38.34	\$92.27
Elevator Constructor	1/1/2024		\$60.76	\$39.19	\$99.95
Glazier	5/1/2023		\$31.23	\$20.66	\$51.89
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2021		\$34.01	\$31.13	\$65.14
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2023		\$36.26	\$31.38	\$67.64
Laborers (Class 01 - See notes)	5/1/2023		\$23.11	\$18.03	\$41.14
Laborers (Class 02 - See notes)	5/1/2023		\$25.11	\$18.03	\$43.14
Laborers (Class 03 - See notes)	5/1/2023		\$27.01	\$18.22	\$45.23
Laborers (Class 04 - See notes)	5/1/2023		\$28.51	\$18.22	\$46.73
Laborers (Class 05 - See notes)	5/1/2023		\$29.01	\$18.22	\$47.23
Laborers (Class 06 - See notes)	5/1/2023		\$25.11	\$18.03	\$43.14
Marble Mason	5/1/2023		\$34.80	\$17.74	\$52.54
Marble Mason	5/1/2024		\$36.75	\$17.74	\$54.49
Marble Mason	5/1/2025		\$38.70	\$17.74	\$56.44
Millwright	6/1/2023		\$39.21	\$22.95	\$62.16
Millwright	6/1/2024		\$41.07	\$22.95	\$64.02
Millwright	6/1/2025		\$43.00	\$22.95	\$65.95

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

<b>Project: 24-03539 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Millwright	6/1/2026		\$44.97	\$22.95	\$67.92
Operators (Building, Class 01 - See Notes)	5/1/2023		\$42.57	\$29.24	\$71.81
Operators (Building, Class 01A - See Notes)	5/1/2023		\$44.82	\$29.90	\$74.72
Operators (Building, Class 02 - See Notes)	5/1/2023		\$42.29	\$29.15	\$71.44
Operators (Building, Class 02A - See Notes)	5/1/2023		\$44.54	\$29.82	\$74.36
Operators (Building, Class 03 - See Notes)	5/1/2023		\$39.57	\$28.34	\$67.91
Operators (Building, Class 04 - See Notes)	5/1/2023		\$38.42	\$28.02	\$66.44
Operators (Building, Class 05 - See Notes)	5/1/2023		\$37.97	\$27.89	\$65.86
Operators (Building, Class 06 - See Notes)	5/1/2023		\$37.10	\$27.62	\$64.72
Operators (Building, Class 07A- See Notes)	5/1/2023		\$51.63	\$33.34	\$84.97
Operators (Building, Class 07B- See Notes)	5/1/2023		\$51.28	\$33.24	\$84.52
Painters Class 1 (see notes)	5/1/2023		\$27.02	\$17.54	\$44.56
Painters Class 2 (see notes)	5/1/2020		\$27.43	\$15.99	\$43.42
Painters Class 3 (see notes)	5/1/2020		\$33.18	\$15.99	\$49.17
Pile Driver Divers (Building, Heavy, Highway)	1/1/2023		\$58.70	\$21.22	\$79.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2024		\$60.95	\$21.97	\$82.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2023		\$39.13	\$21.22	\$60.35
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Plasterers	5/1/2023		\$31.33	\$20.83	\$52.16
Plasterers	5/1/2024		\$32.93	\$21.08	\$54.01
Plumber/Pipefitter	5/1/2023		\$41.36	\$29.72	\$71.08
Roofers (Composition)	5/1/2023		\$42.63	\$34.62	\$77.25
Roofers (Shingle)	5/1/2023		\$32.85	\$22.10	\$54.95
Roofers (Slate & Tile)	5/1/2023		\$35.85	\$22.10	\$57.95
Sheet Metal Workers	6/1/2022		\$40.22	\$41.01	\$81.23
Sheet Metal Workers	6/1/2023		\$41.41	\$42.32	\$83.73
Sign Makers and Hangars	7/15/2022		\$30.54	\$24.35	\$54.89
Sign Makers and Hangars	7/15/2023		\$31.76	\$24.63	\$56.39
Sprinklerfitters	4/1/2023		\$44.33	\$28.04	\$72.37
Sprinklerfitters	4/1/2024		\$46.45	\$28.62	\$75.07
Terrazzo Finisher	5/1/2023		\$35.79	\$19.25	\$55.04
Terrazzo Finisher	5/1/2024		\$37.16	\$19.26	\$56.42
Terrazzo Grinder	5/1/2023		\$36.54	\$19.25	\$55.79
Terrazzo Grinder	5/1/2024		\$37.92	\$19.26	\$57.18
Terrazzo Mechanics	5/1/2023		\$36.51	\$21.00	\$57.51
Terrazzo Mechanics	5/1/2024		\$37.94	\$21.01	\$58.95
Terrazzo Setter	5/1/2019		\$31.81	\$19.67	\$51.48
Tile & Marble Finisher	5/1/2023		\$32.91	\$15.49	\$48.40
Tile & Marble Finisher	5/1/2024		\$34.86	\$15.49	\$50.35
Tile & Marble Finisher	5/1/2025		\$36.81	\$15.49	\$52.30

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

<b>Project: 24-03539 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Tile Setter	5/1/2023		\$34.80	\$17.74	\$52.54
Tile Setter	5/1/2024		\$36.75	\$17.74	\$54.49
Tile Setter	5/1/2025		\$38.70	\$17.74	\$56.44
Truckdriver class 1(see notes)	5/1/2021		\$37.72	\$0.00	\$37.72
Truckdriver class 2 (see notes)	5/1/2021		\$37.79	\$0.00	\$37.79
Truckdriver class 3 (see notes)	5/1/2021		\$38.28	\$0.00	\$38.28
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60

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

<b>Project: 24-03539 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Carpenter	5/1/2023		\$35.32	\$19.09	\$54.41
Carpenter	5/1/2024		\$36.12	\$19.79	\$55.91
Carpenter	5/1/2025		\$36.87	\$20.49	\$57.36
Carpenter	5/1/2026		\$37.63	\$21.18	\$58.81
Carpenter Welder	5/1/2023		\$36.07	\$19.09	\$55.16
Carpenter Welder	5/1/2024		\$36.87	\$19.79	\$56.66
Carpenter Welder	5/1/2025		\$37.62	\$20.49	\$58.11
Carpenter Welder	5/1/2026		\$38.38	\$21.18	\$59.56
Carpenters - Piledriver/Welder	1/1/2023		\$36.07	\$19.09	\$55.16
Carpenters - Piledriver/Welder	1/1/2024		\$36.87	\$19.79	\$56.66
Carpenters - Piledriver/Welder	1/1/2025		\$37.62	\$20.49	\$58.11
Carpenters - Piledriver/Welder	1/1/2026		\$38.38	\$21.18	\$59.56
Cement Finishers	5/1/2016		\$26.40	\$22.48	\$48.88
Electric Lineman	5/29/2023		\$51.40	\$29.62	\$81.02
Electric Lineman	6/3/2024		\$52.80	\$30.61	\$83.41
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2023		\$36.26	\$31.38	\$67.64
Laborers (Class 01 - See notes)	5/1/2023		\$24.81	\$18.99	\$43.80
Laborers (Class 01 - See notes)	5/1/2024		\$25.61	\$19.49	\$45.10
Laborers (Class 02 - See notes)	5/1/2023		\$31.43	\$18.99	\$50.42
Laborers (Class 02 - See notes)	5/1/2024		\$32.23	\$19.49	\$51.72
Laborers (Class 03 - See notes)	5/1/2023		\$28.42	\$18.99	\$47.41
Laborers (Class 03 - See notes)	5/1/2024		\$29.22	\$19.49	\$48.71
Laborers (Class 04 - See notes)	5/1/2023		\$28.77	\$18.99	\$47.76
Laborers (Class 04 - See notes)	5/1/2024		\$29.57	\$19.49	\$49.06
Laborers (Class 05 - See notes)	5/1/2023		\$29.44	\$18.99	\$48.43
Laborers (Class 05 - See notes)	5/1/2024		\$30.24	\$19.49	\$49.73
Laborers (Class 06 - See notes)	5/1/2023		\$28.86	\$18.99	\$47.85
Laborers (Class 06 - See notes)	5/1/2024		\$29.66	\$19.49	\$49.15
Laborers (Class 07 - See notes)	5/1/2023		\$29.15	\$18.99	\$48.14
Laborers (Class 07 - See notes)	5/1/2024		\$29.95	\$19.49	\$49.44
Laborers (Class 08 - See notes)	5/1/2023		\$29.63	\$18.99	\$48.62
Laborers (Class 08 - See notes)	5/1/2024		\$30.43	\$19.49	\$49.92
Millwright	6/1/2023		\$41.51	\$23.33	\$64.84
Millwright	6/1/2024		\$43.46	\$23.33	\$66.79
Millwright	6/1/2025		\$45.46	\$23.33	\$68.79
Millwright	6/1/2026		\$47.52	\$23.33	\$70.85
Operators (Heavy, Class 01 - See Notes)	5/1/2023		\$41.14	\$28.82	\$69.96
Operators (Heavy, Class 01 - See Notes)	5/1/2024		\$42.30	\$29.66	\$71.96
Operators (Heavy, Class 01 - See Notes)	5/1/2025		\$43.46	\$30.50	\$73.96
Operators (Heavy, Class 01 - See Notes)	5/1/2026		\$44.61	\$31.35	\$75.96
Operators (Heavy, Class 01A - See Notes)	5/1/2023		\$43.39	\$29.48	\$72.87
Operators (Heavy, Class 01A - See Notes)	5/1/2024		\$44.55	\$30.32	\$74.87
Operators (Heavy, Class 01A - See Notes)	5/1/2025		\$45.71	\$31.16	\$76.87
Operators (Heavy, Class 01A - See Notes)	5/1/2026		\$46.86	\$32.01	\$78.87

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

<b>Project: 24-03539 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Operators (Heavy, Class 02 - See Notes)	5/1/2023		\$40.86	\$28.73	\$69.59
Operators (Heavy, Class 02 - See Notes)	5/1/2024		\$42.02	\$29.57	\$71.59
Operators (Heavy, Class 02 - See Notes)	5/1/2025		\$43.18	\$30.41	\$73.59
Operators (Heavy, Class 02 - See Notes)	5/1/2026		\$44.34	\$31.25	\$75.59
Operators (Heavy, Class 02A - See Notes)	5/1/2023		\$43.11	\$29.40	\$72.51
Operators (Heavy, Class 02A - See Notes)	5/1/2024		\$44.27	\$30.24	\$74.51
Operators (Heavy, Class 02A - See Notes)	5/1/2025		\$45.43	\$31.08	\$76.51
Operators (Heavy, Class 02A - See Notes)	5/1/2026		\$46.59	\$31.92	\$78.51
Operators (Heavy, Class 03 - See Notes)	5/1/2023		\$37.95	\$27.86	\$65.81
Operators (Heavy, Class 03 - See Notes)	5/1/2024		\$39.11	\$28.70	\$67.81
Operators (Heavy, Class 03 - See Notes)	5/1/2025		\$40.26	\$29.55	\$69.81
Operators (Heavy, Class 03 - See Notes)	5/1/2026		\$41.43	\$30.38	\$71.81
Operators (Heavy, Class 04 - See Notes)	5/1/2023		\$36.80	\$27.54	\$64.34
Operators (Heavy, Class 04 - See Notes)	5/1/2024		\$37.96	\$28.38	\$66.34
Operators (Heavy, Class 04 - See Notes)	5/1/2025		\$39.12	\$29.22	\$68.34
Operators (Heavy, Class 04 - See Notes)	5/1/2026		\$40.28	\$30.06	\$70.34
Operators (Heavy, Class 05 - See Notes)	5/1/2023		\$36.35	\$27.41	\$63.76
Operators (Heavy, Class 05 - See Notes)	5/1/2024		\$37.51	\$28.25	\$65.76
Operators (Heavy, Class 05 - See Notes)	5/1/2025		\$38.67	\$29.09	\$67.76
Operators (Heavy, Class 05 - See Notes)	5/1/2026		\$39.83	\$29.93	\$69.76
Operators (Heavy, Class 06 - See Notes)	5/1/2023		\$35.48	\$27.14	\$62.62
Operators (Heavy, Class 06 - See Notes)	5/1/2024		\$36.64	\$27.98	\$64.62
Operators (Heavy, Class 06 - See Notes)	5/1/2025		\$37.80	\$28.82	\$66.62
Operators (Heavy, Class 06 - See Notes)	5/1/2026		\$38.96	\$29.66	\$68.62
Operators (Heavy, Class 07A - See Notes)	5/1/2023		\$49.93	\$32.83	\$82.76
Operators (Heavy, Class 07A - See Notes)	5/1/2024		\$51.39	\$33.77	\$85.16
Operators (Heavy, Class 07A - See Notes)	5/1/2025		\$52.85	\$34.71	\$87.56
Operators (Heavy, Class 07A - See Notes)	5/1/2026		\$54.32	\$35.64	\$89.96
Operators (Heavy, Class 07B - See Notes)	5/1/2023		\$49.58	\$32.73	\$82.31
Operators (Heavy, Class 07B - See Notes)	5/1/2024		\$51.04	\$33.67	\$84.71
Operators (Heavy, Class 07B - See Notes)	5/1/2025		\$52.51	\$34.60	\$87.11
Operators (Heavy, Class 07B - See Notes)	5/1/2026		\$53.97	\$35.54	\$89.51
Operators (Highway, Class 01 - See Notes)	5/1/2023		\$40.25	\$28.55	\$68.80
Operators (Highway, Class 01 - See Notes)	5/1/2024		\$41.41	\$29.39	\$70.80
Operators (Highway, Class 01 - See Notes)	5/1/2025		\$42.56	\$30.24	\$72.80
Operators (Highway, Class 01 - See Notes)	5/1/2026		\$43.72	\$31.08	\$74.80
Operators (Highway, Class 01a - See Notes)	5/1/2023		\$42.50	\$29.23	\$71.73
Operators (Highway, Class 01a - See Notes)	5/1/2024		\$43.66	\$30.07	\$73.73
Operators (Highway, Class 01a - See Notes)	5/1/2025		\$44.81	\$30.92	\$75.73
Operators (Highway, Class 01a - See Notes)	5/1/2026		\$45.97	\$31.76	\$77.73
Operators (Highway, Class 02 - See Notes)	5/1/2023		\$39.08	\$28.20	\$67.28
Operators (Highway, Class 02 - See Notes)	5/1/2024		\$40.24	\$29.04	\$69.28
Operators (Highway, Class 02 - See Notes)	5/1/2025		\$41.39	\$29.89	\$71.28
Operators (Highway, Class 02 - See Notes)	5/1/2026		\$42.55	\$30.73	\$73.28

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

<b>Project: 24-03539 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Operators (Highway, Class 03 - See Notes)	5/1/2023		\$38.39	\$27.99	\$66.38
Operators (Highway, Class 03 - See Notes)	5/1/2024		\$39.55	\$28.83	\$68.38
Operators (Highway, Class 03 - See Notes)	5/1/2025		\$40.70	\$29.68	\$70.38
Operators (Highway, Class 03 - See Notes)	5/1/2026		\$41.87	\$30.51	\$72.38
Operators (Highway, Class 04 - See Notes)	5/1/2023		\$37.94	\$27.86	\$65.80
Operators (Highway, Class 04 - See Notes)	5/1/2024		\$39.10	\$28.70	\$67.80
Operators (Highway, Class 04 - See Notes)	5/1/2025		\$40.26	\$29.54	\$69.80
Operators (Highway, Class 04 - See Notes)	5/1/2026		\$41.41	\$30.39	\$71.80
Operators (Highway, Class 05 - See Notes)	5/1/2023		\$37.42	\$27.72	\$65.14
Operators (Highway, Class 05 - See Notes)	5/1/2024		\$38.58	\$28.56	\$67.14
Operators (Highway, Class 05 - See Notes)	5/1/2025		\$39.73	\$29.41	\$69.14
Operators (Highway, Class 05 - See Notes)	5/1/2026		\$40.89	\$30.25	\$71.14
Operators (Highway, Class 06 - See Notes)	5/1/2023		\$40.48	\$28.62	\$69.10
Operators (Highway, Class 06 - See Notes)	5/1/2024		\$41.64	\$29.46	\$71.10
Operators (Highway, Class 06 - See Notes)	5/1/2025		\$42.80	\$30.30	\$73.10
Operators (Highway, Class 06 - See Notes)	5/1/2026		\$43.95	\$31.15	\$75.10
Operators (Highway, Class 06/A - See Notes)	5/1/2023		\$42.73	\$29.28	\$72.01
Operators (Highway, Class 06/A - See Notes)	5/1/2024		\$43.89	\$30.12	\$74.01
Operators (Highway, Class 06/A - See Notes)	5/1/2025		\$45.05	\$30.96	\$76.01
Operators (Highway, Class 06/A - See Notes)	5/1/2026		\$46.21	\$31.80	\$78.01
Operators (Highway, Class 07/A - See Notes)	5/1/2023		\$48.86	\$32.51	\$81.37
Operators (Highway, Class 07/A - See Notes)	5/1/2024		\$50.32	\$33.45	\$83.77
Operators (Highway, Class 07/A - See Notes)	5/1/2025		\$51.79	\$34.38	\$86.17
Operators (Highway, Class 07/A - See Notes)	5/1/2026		\$53.25	\$35.32	\$88.57
Operators (Highway, Class 07/B - See Notes)	5/1/2023		\$47.44	\$32.10	\$79.54
Operators (Highway, Class 07/B - See Notes)	5/1/2024		\$48.91	\$33.03	\$81.94
Operators (Highway, Class 07/B - See Notes)	5/1/2025		\$50.37	\$33.97	\$84.34
Operators (Highway, Class 07/B - See Notes)	5/1/2026		\$51.84	\$34.90	\$86.74
Painters Class 1 (see notes)	5/1/2018		\$23.92	\$14.37	\$38.29
Painters - Line Stripping	12/1/2023		\$42.10	\$27.43	\$69.53
Painters Class 2 (see notes)	5/1/2023		\$29.15	\$17.54	\$46.69
Painters Class 3 (see notes)	5/1/2023		\$34.90	\$17.54	\$52.44
Pile Driver Divers (Building, Heavy, Highway)	1/1/2022		\$56.40	\$20.50	\$76.90
Piledrivers	5/1/2023		\$35.32	\$19.09	\$54.41
Piledrivers	5/1/2024		\$36.12	\$19.79	\$55.91
Piledrivers	5/1/2025		\$36.87	\$20.49	\$57.36
Piledrivers	5/1/2026		\$37.63	\$21.18	\$58.81
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$48.43	\$40.28	\$88.71
Truckdriver class 1(see notes)	5/1/2021		\$37.72	\$0.00	\$37.72
Truckdriver class 2 (see notes)	5/1/2021		\$37.79	\$0.00	\$37.79
Truckdriver class 3 (see notes)	5/1/2021		\$38.28	\$0.00	\$38.28

**Appendix E**  
Insurance and Waiver of Subrogation

## ATTACHMENT H

### INSURANCE AND WAIVER OF SUBROGATION

1. Contractor's insurance shall (a) provide at least the limits of coverage stated in this Attachment H; (b) be "occurrence" based ("claims made" policies are strictly prohibited except for professional liability insurance if required); (c) shall have the Owner and the Commonwealth of Pennsylvania as "Additional Insureds"; (d) provide for at least a thirty (30) day written notice of cancellation to the Owner; and (e) be evidenced only through: (i) Declaration Pages, (ii) appropriate endorsements; and (iii) the policies; Certificates of Insurance alone are not satisfactory evidence.

2. Contractor shall furnish the following insurances at the limits indicated:

- a. General Liability: \$1,000,000.00 per claim and \$3,000,000.00 per occurrence;
- b. Automobile: \$1,000,000.00 per claim and \$3,000,000.00 per occurrence;
- c. Excess/Umbrella: Equal to or greater than the limits identified in Subparagraphs (a) and (b) of this Paragraph 2;
- d. Coverage by endorsement or policy for the operation of and damage to Contractor's equipment equal to or greater than the limits identified in Subparagraph (a) of this Paragraph 2; and
- e. Workers' Compensation: statutory limits.

3. All insurance companies issuing insurance policies on behalf of Contractor shall have an A.M. Best Rating of A-VII or better.

4. WAIVER OF SUBROGATION: In regard to all insurance required under this Attachment H or by any other provision of the Contract Documents, Contractor, for itself and its insurance carriers, waives, releases and discharges all rights, including but not limited to any right of subrogation, contribution or indemnity against the Owner and any of the Owner's other contractors, agents and employees or those named as Additional Insureds under any insurance policy required by the Contract Documents for damages caused by fire or other causes of loss to the extent covered by insurance provided by Contractor, Contractor's subcontractors or Contractor's sub-subcontractors for the Work or other insurance applicable to the Work, except such rights as Contractor, Contractor's subcontractors or Contractor's sub-subcontractors may have to the proceeds of such insurance held by the Owner as a fiduciary. Contractor shall require of Contractor's subcontractors and Contractor's sub-subcontractors and their agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the Owner and any of the Owner's other contractors, agents and employees or those named as Additional Insureds under any insurance policy required by the Contract Documents. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance

premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

5. Any loss, claim or damage arising from or related to the Work in any manner whatsoever that is not covered by insurance shall be the responsibility of the Contractor and its surety.

6. The requirements set forth in this Attachment I shall be incorporated into and become a part of any Subcontract which Contractor enters into for the project.

**END OF ATTACHMENT H**

**Appendix F**  
Indemnification by Contractor

## ATTACHMENT I

### INDEMNIFICATION BY CONTRACTOR

1. To the fullest extent permitted by law, Contractor shall protect, indemnify, save, defend and hold harmless Owner and the Owner's other contractors, agents, supervisors, employees or representatives against any loss or damage of whatsoever kind or character suffered or claimed to have been suffered, including attorneys' fees and all costs of litigation, through the acts, failure to act, or negligence of Contractor, or those employed by Contractor, or Contractor's agents, servants, subcontractors, the subcontractors of Contractor's subcontractors ("sub-subcontractors"), or materialmen/suppliers arising out of or relating to the Work or any obligation under the Contract Documents and whether or not said loss or damage is alleged to be caused in whole or in part by the Owner or the Owner's other contractors, agents, supervisors, employees or representatives; and Contractor shall bear any expense which Owner may have by reason thereof, or on account of being charged with such loss or damage, and if there are any claims remaining unsettled when the Work is finished, final settlement between Owner and Contractor shall be deferred until such claims are adjusted or suitable special indemnity acceptable to Owner is provided by Contractor. This paragraph shall apply particularly, but not exclusively, to the claims of Contractor against any other contractor, Contractor's subcontractors or Contractor's sub-subcontractors and to claims of any other contractor, Contractor's subcontractors or Contractor's sub-subcontractors against Contractor, and Contractor shall have no claim against Owner for the acts, failure to act, or negligence of Contractor, Contractor's employees or agents, any other contractor, any Contractor subcontractor or any Contractor sub-subcontractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable.
  
2. To the fullest extent permitted by law, the Contractor shall protect, indemnify, save and hold harmless the Owner and the Owner's other contractors, agents, supervisors, employees or representatives or any of them from and against any and all claims of whatsoever kind or character, damages, losses and expenses, including but not limited to attorneys' fees and litigation costs, arising out of or relating to performance of the Work or any obligation under the Contract Documents, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to negligent acts or omissions of Contractor, Contractor's employees or agents, Contractor's subcontractors, Contractor's sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in whole or in part by the Owner or the Owner's the Owner's other contractors, agents, supervisors, employees or representatives. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity to the Owner or other legal remedies which would otherwise exist in or are vested to the Owner.

3. In claims against the Owner by an employee, member or agent of Contractor, Contractor's subcontractors, Contractor's sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligations under Paragraphs 1 and 2 of this Attachment I shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by, for or on behalf of Contractor, Contractor's subcontractors, Contractor's sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable under workers' compensation acts, disability benefit acts or other employee benefit laws with this Paragraph 3 specifically intended as a waiver by Contractor pursuant to Section 481(b) of the Pennsylvania Workers' Compensation Act, 77 P.S. §481(b), to negate or waive any limitation of liability or any immunity which is or may be vested in Contractor pursuant to said Pennsylvania Workers' Compensation Act.
4. Contractor hereby covenants and agrees to protect, indemnify, save, and hold harmless the Owner and the Owner's other contractors, agents, supervisors, employees or representatives or any of them from any and against all manner of claims or suits for infringement of patents or copyrights or for violations of patent rights or copyrights, including all costs, attorneys' fees and expenses to which Indemnitees may incur in defending any actions that may arise under this Paragraph 4.
5. This Attachment I shall survive the Contract and not be extinguished by Contractor's completion of the Work or by Contractor's fulfillment of all obligations under the Contract Documents or Termination of the Contractor by the Owner.
6. This Attachment I shall be incorporated into and become part of any Subcontract which Contractor enters into for the project.

**END OF ATTACHMENT I**

**Appendix G**  
Structural Report and Findings

Mr. Albert Miller  
Borough Council President  
Borough of Greencastle  
60 North Washington Street  
Greencastle, Pennsylvania 17225

13 September 2023

M&A Project No. 23-183

Re: **Structural Inspection – Brick Fire Wall**  
Washington & East Baltimore Street, Greencastle, Pennsylvania

Dear Mr. Miller,

In accordance with our proposal of 20 July 2023, we have inspected the wall located at the above location and would like to offer the following:

*Findings & Conclusions*

- 1) We have visited the site on 22 August 2023 in the presence of Borough personnel to review the conditions of the wall using a lift to view all available areas of the wall. The work has been performed in accordance with our letter proposal of 20 July 2023.
- 2) The wall appears to have been constructed as a party wall sharing support for the current building and the building that was removed. Filled joist pockets are apparent at the 2<sup>nd</sup> floor level.
- 3) The wall consists of a lightly fired brick that is subject to erosion due to its excessive moisture absorptive ability and subsequent erosion or flaking due to freeze-thaw damage. These bricks are usually installed on the interior of walls where they are protected from the weather.
- 4) The damage to the wall is considered to be excessive with the only remedy for restoration being removal and replacement of the damaged brick.
- 5) The uppermost 4 to 6 ft. of the wall is excessively damaged with brick already missing. Many bricks have or are about to fall on the adjacent building roof. The adjacent building roof joists are supported in this uppermost area; therefore, any reconstruction will have to be coordinated with the adjacent property owner. See Photos 17 & 18 for adjacent roof joist support.
- 6) There is also evidence that the upper floor joists of the adjacent building are supported by this wall. See Photo 20.
- 7) Due to the existing condition of the wall, it is not considered to be suitable for use as a mural without significant upgrades to restore and rebuild missing or damaged brick. The

amount of restoration necessary to provide a suitable base for a mural is approximately 20% of the wall surface. Rebuilding the parapet and providing over-the-top or through wall flashing will be required to prevent moisture from entering the wall.

- 8) Sealing the surface of the wall is required to prevent moisture from entering the wall but will also trap existing moisture and not allow residual moisture from the interior side to escape. Future maintenance and surface finish flaking will likely be inevitable.

Use of the existing wall surface as a base for a mural is problematic due to current surface deterioration and the use of unsuitable brick that were likely intended for interior use only. Exposure to the elements and lack of upkeep of the painted surface has damaged the brick enough to merit replacement of all eroded brick.

### *Recommendations*

- 1) The adjacent owner should be notified of pending and already fallen brick on their roof surface due to the dislodged brick and coping stone at the top of the wall parapet.
- 2) Use for a mural is not recommended unless reconstruction of the missing and damaged brick is completed. Additional problem brick erosion areas may also develop in areas of trapped moisture that are not currently apparent.
- 3) There appears to be a brick shelf present at the base of the wall that can be used for the installation of a new veneer if the mural project is pursued.
- 4) Ownership of the wall is also recommended to be investigated since this wall appears to provide primary support for the floor and roof of the adjacent structure.
- 5) The fence around this area should be kept secure to prevent access to the area within 15 ft. of the wall due to the danger of collapsing brick.

In summary, the wall in its current condition is not considered to be suitable for use as a planned mural surface.

Please review this report and advise if any additional information or explanations are required. Our seal on this report certifies that the review has been performed by me; generally accepted engineering principles have been utilized in the preparation of this report; and that I am a duly licensed professional engineer under the laws of the Commonwealth of Pennsylvania.

Very truly yours,

  
Daniel A. Matonak, P.E.  
Matonak & Associates

Attachment: Photos



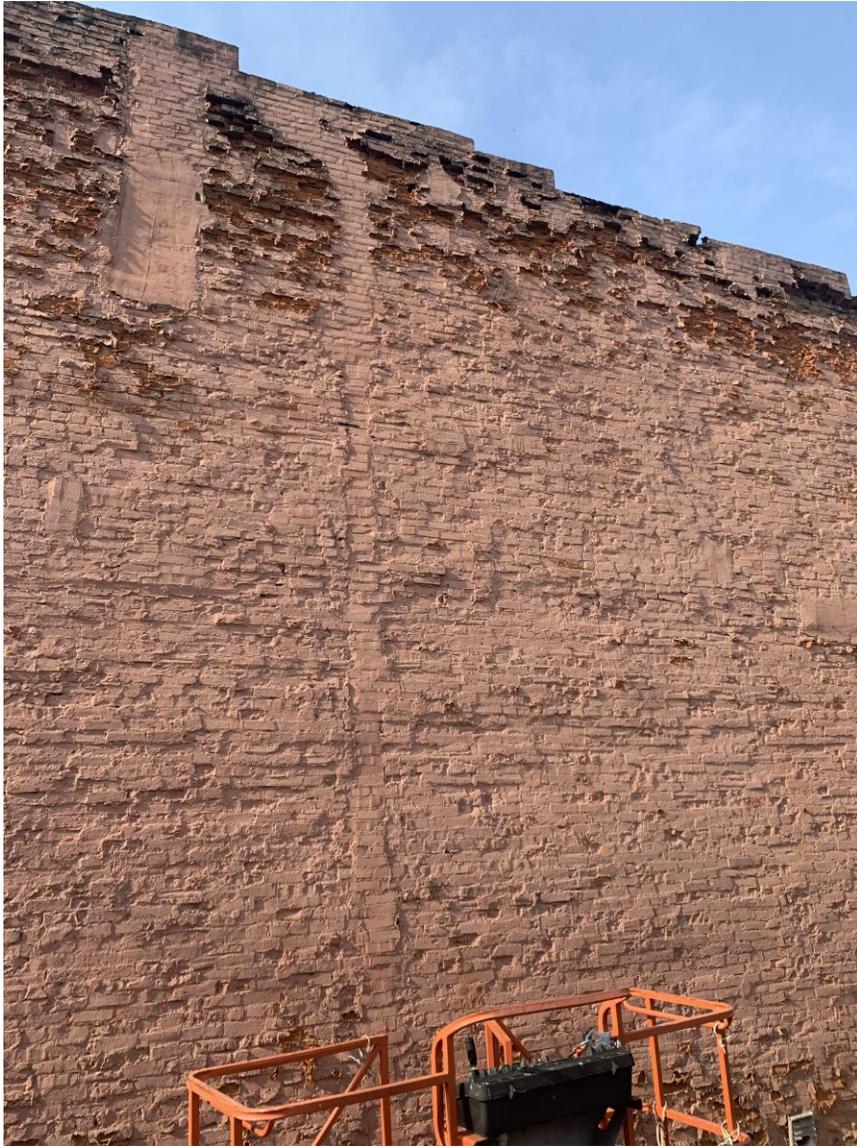
PA License No. PE027118E  
Expiration Date: 9-30-2023



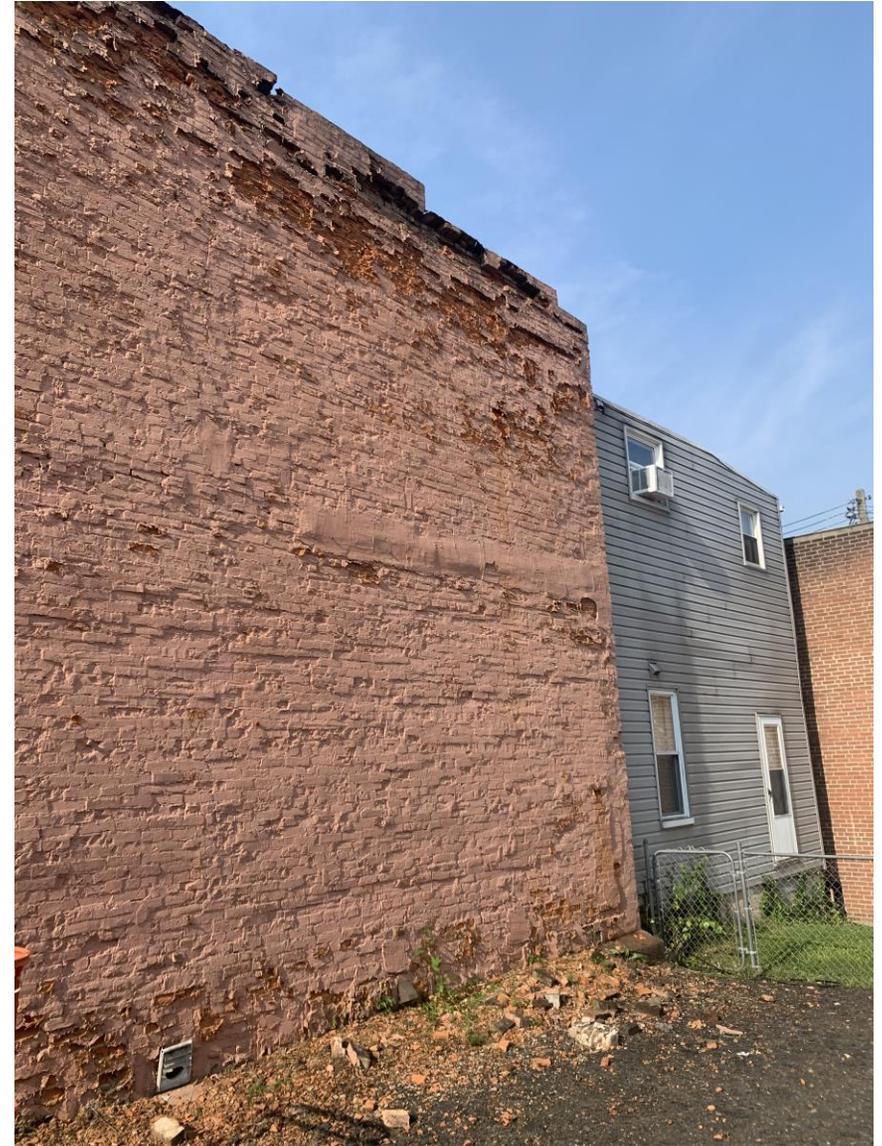
**1:** Wall is considered plumb with severe brick erosion present



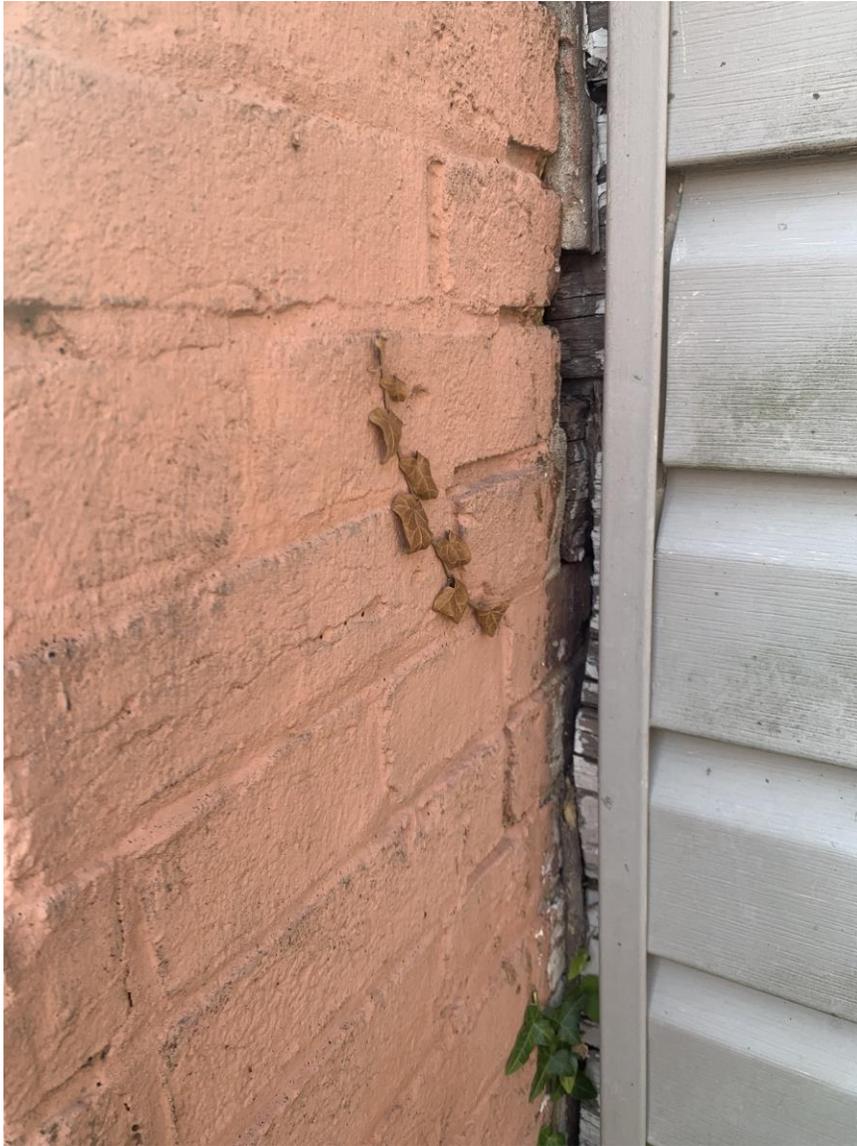
**2:** Wall has evidence of previous repairs at a chimney, intersecting wall, and joist support pockets



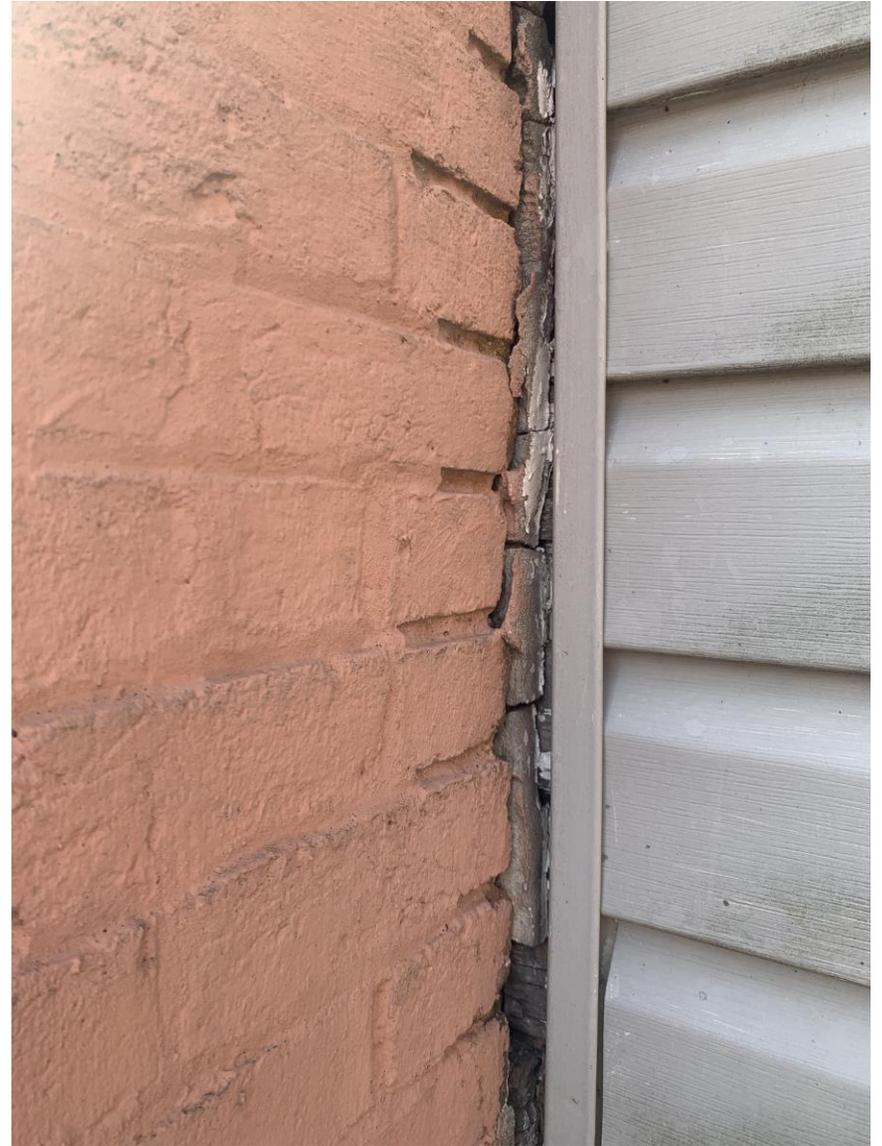
**3:** Wall has evidence of previous repairs at a chimney, intersecting wall, and joist support pockets



**4:** Wall has evidence of previous repairs at a chimney, intersecting wall, and joist support pockets



**5:** Siding appears to have (2) conditions present – Part stops flush to wall at corner, area above appears to extend behind wall



**6:** Siding appears to be present behind brick wall



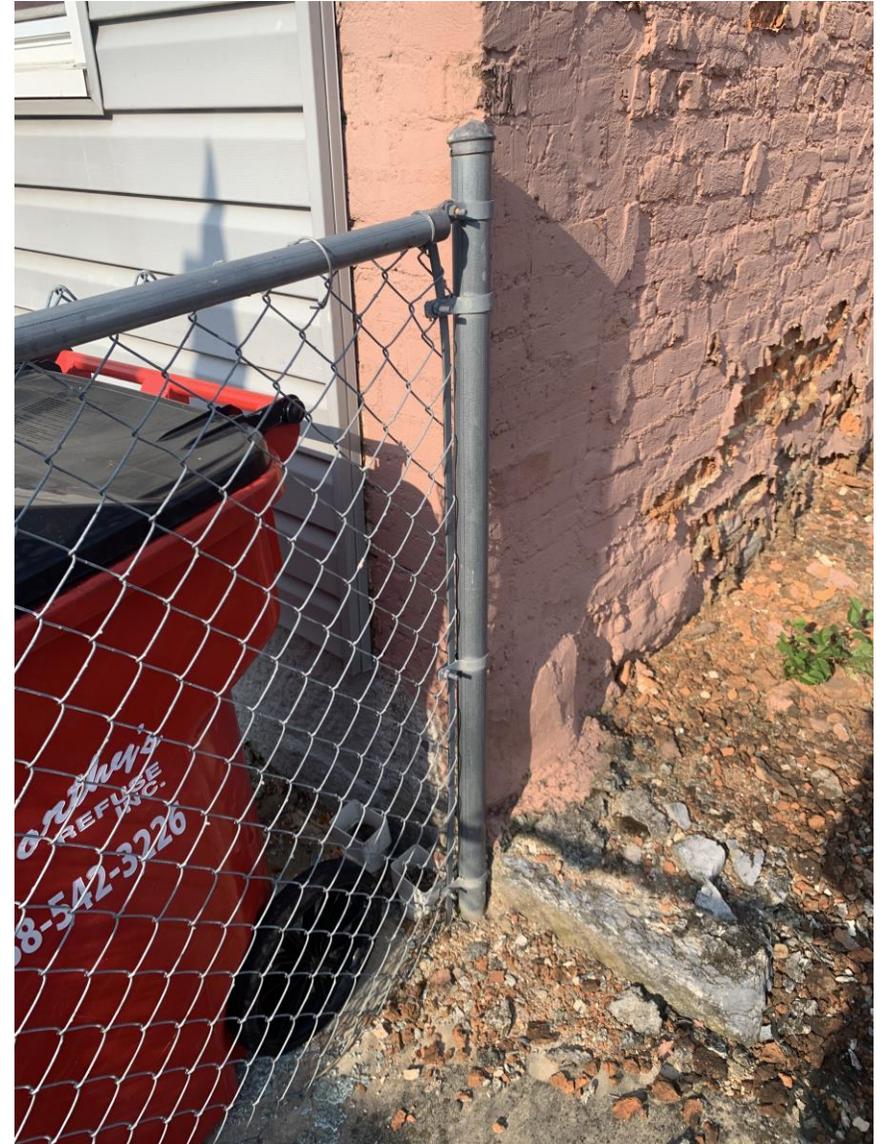
**7:** Vent extends through wall; Wall construction consists of header & stretcher coursing indicating that this is a bearing wall



**8:** Vent extends through wall; Wall construction consists of header & stretcher coursing indicating that this is a bearing wall



**9:** A ledge exists at exposed face of wall approximately 8" wide



**10:** Wall connection at front is hidden by siding



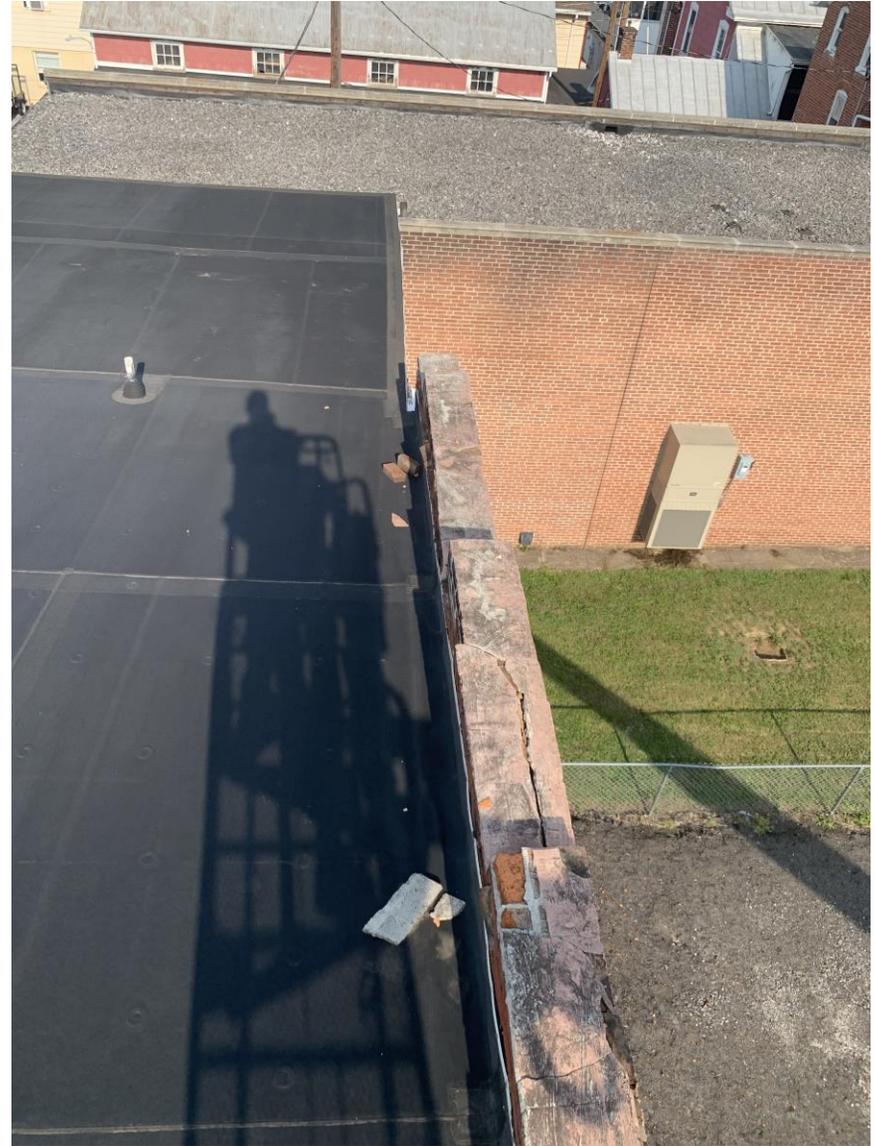
**11:** Painted surface has deteriorated and allowed moisture & erosion damage to occur



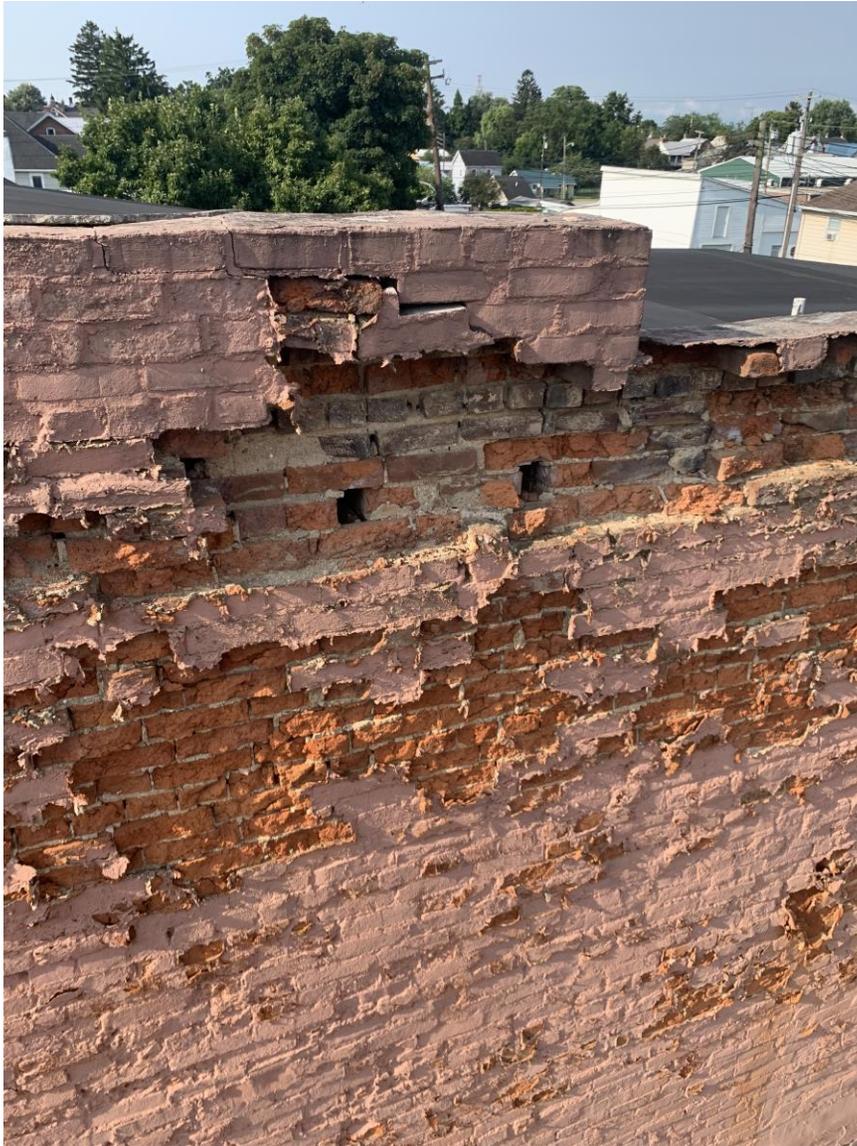
**12:** Painted surface has deteriorated and allowed moisture & erosion damage to occur



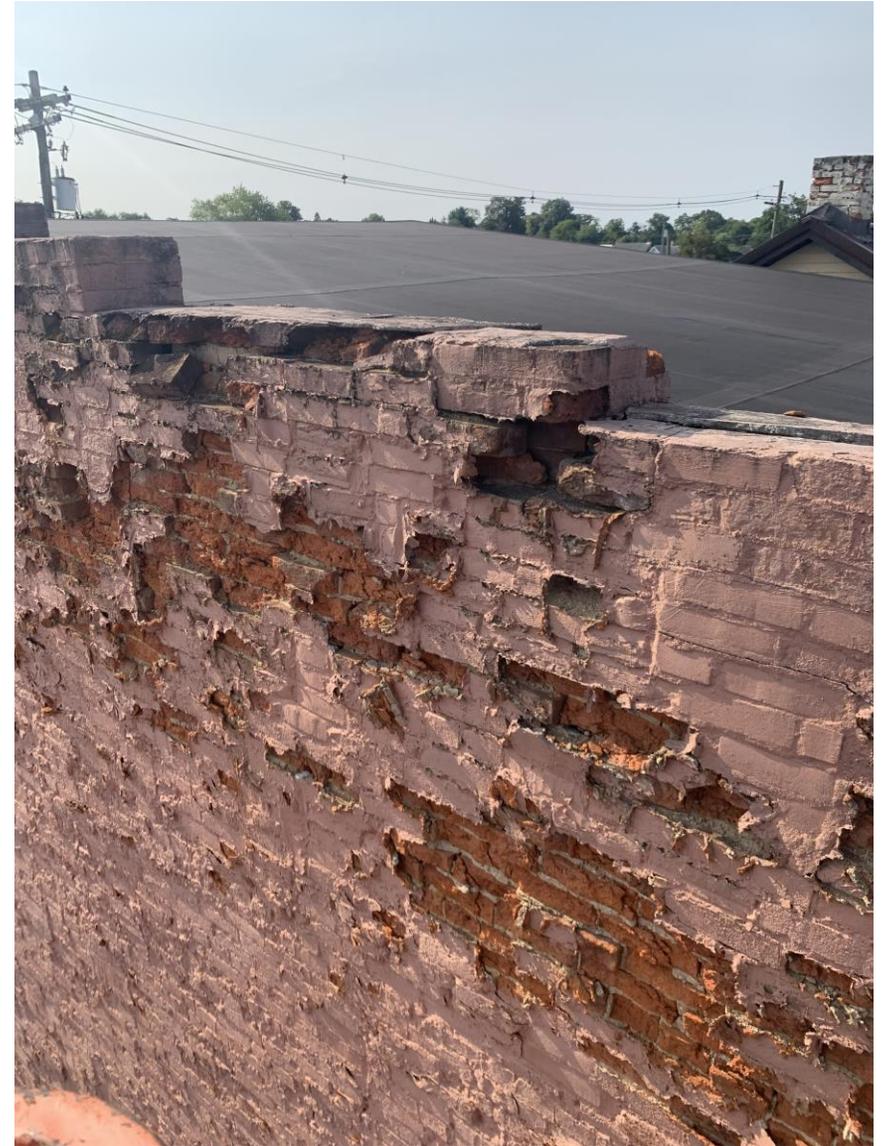
**13:** Exposed brick face has dislodged brick about to fall on adjacent roof



**14:** Brick cap and a few bricks have dislodged and fallen on adjacent roof



**15:** Top of wall has severe deterioration and has exposed roof joist pockets of adjacent building roof



**16:** Top of wall has severe deterioration and has exposed roof joist pockets of adjacent building roof



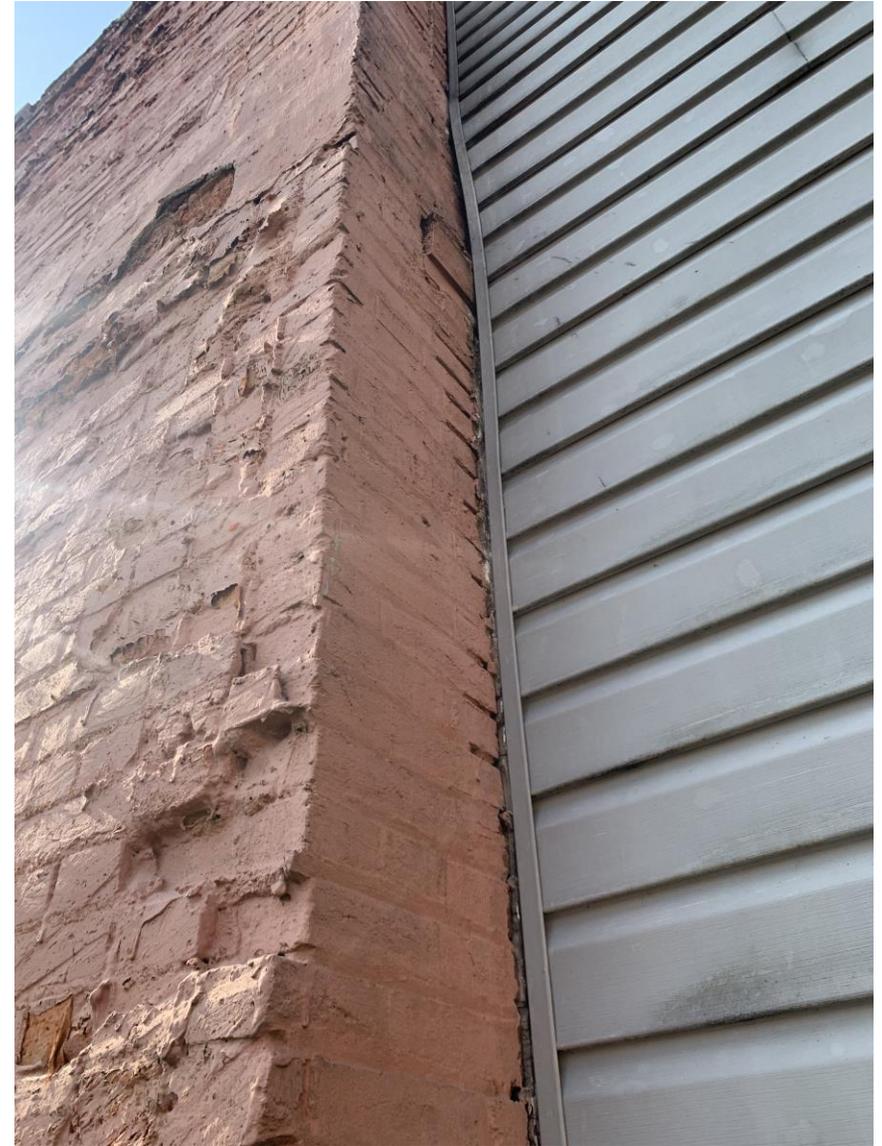
**17:** Close-up of joist support of adjacent building's roof



**18:** Close-up of joist support of adjacent building's roof



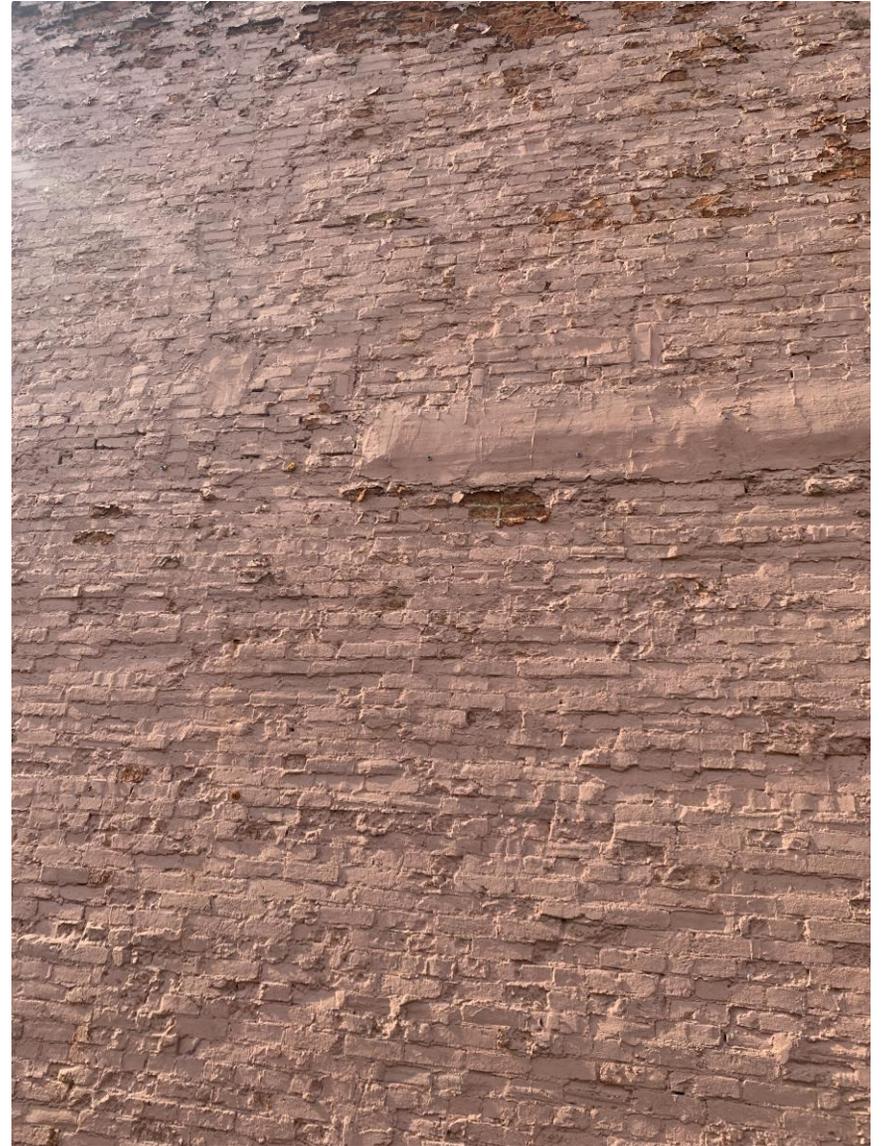
**19:** Wall thickness is 12” and consists of (3) wythes of brick



**20:** 2<sup>nd</sup> Floor framing from adjacent structure appears to bear on this wall



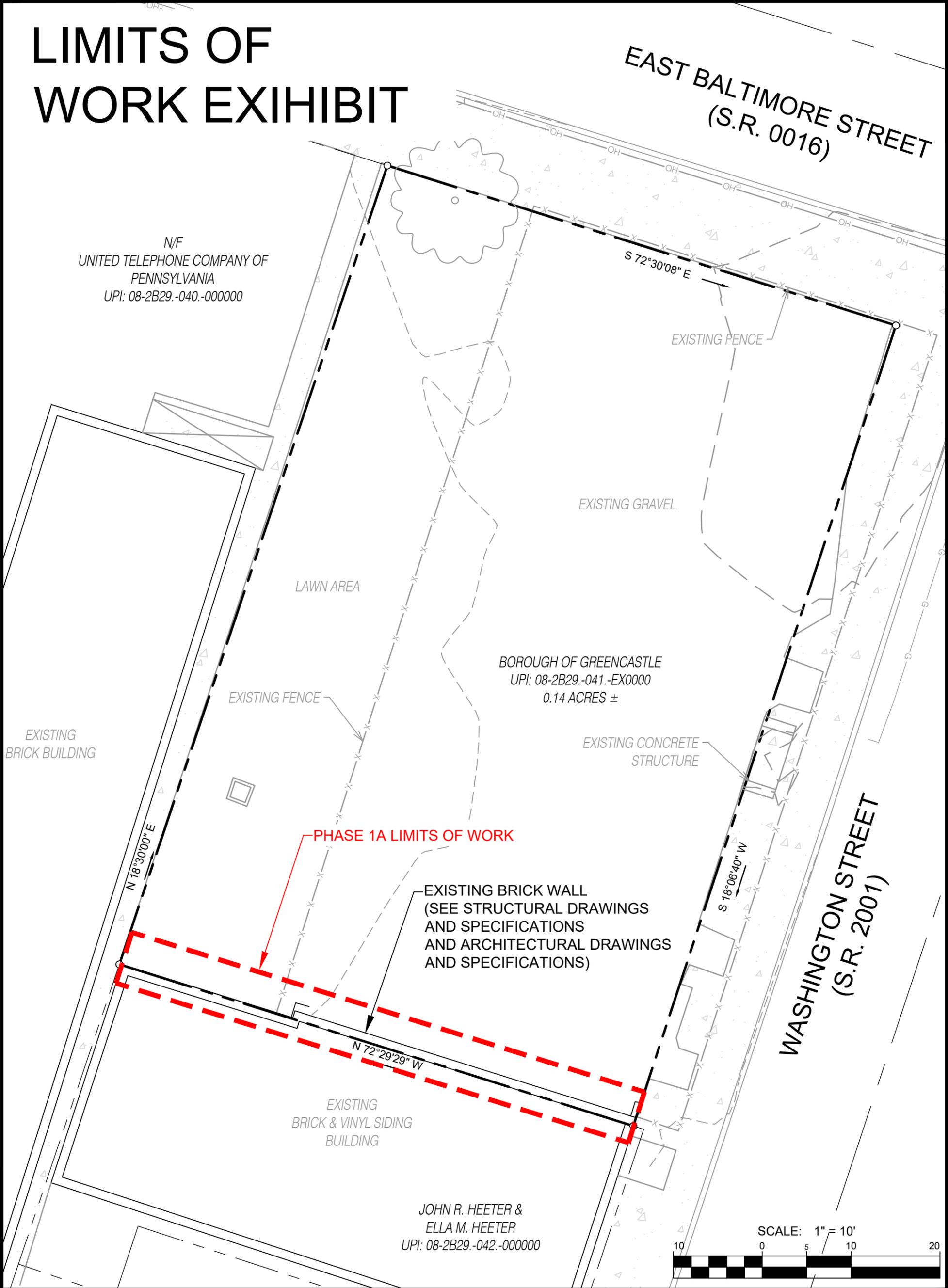
**21:** Wall has apparent filled in joist pockets from building that was removed



**22:** Wall has apparent filled in joist pockets from building that was removed

**Appendix H**  
Construction Plan Set

# LIMITS OF WORK EXHIBIT



<b>PROPERTY INFORMATION</b> UPI: 08-2B29.-041.-EX0000	
DWN BY CAD	DATE 08-2024
PROJECT MANAGER Justin Doty	EMAIL JDoty@fsa-inc.com
SCALE 1" = 10'	
SHEET 01 OF 01	

**GREENCASTLE PLAZA**

SITUATED AT ON THE SW CORNER OF  
E. BALTIMORE ST. & WASHINGTON ST.

**GREENCASTLE, PA  
FRANKLIN COUNTY, PA**

**BOROUGH OF GREENCASTLE**  
60 N. WASHINGTON STREET, GREENCASTLE

**FREDERICK, SEIBERT & ASSOCIATES, INC.** © 2024 fsa-inc.com

**CIVIL ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS • LAND PLANNERS**

PROJECT NO.  
2023-0312

128 SOUTH POTOMAC STREET HAGERSTOWN, MD 21740 301.791.3650	20 WEST BALTIMORE STREET GREENCASTLE, PA 17225 717.597.1007	505 SOUTH HANOVER STREET CARLISLE, PA 17013 717.701.8111	15 EAST MAIN STREET NEW BLOOMFIELD, PA 17068 717.275.7531
--	---	--	---





