

LIGONIER TOWNSHIP

1 Municipal Park Drive
Ligonier, Pennsylvania 15658

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

LIGONIER TOWNSHIP 2026 SEAL COAT PROGRAM LIGTWP 2026-01



February 2026

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Article 1 – Bidding Documents

ARTICLE 1 - Bidding Documents

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ADVERTISEMENT FOR BIDS

General Notice

Ligonier Township Board of Supervisors (Owner) is requesting Bids for the construction of the following Project:

Contract No. LIGTWP 2026-01 – 2026 Seal Coat Program

Bids for the construction of the Project will be received at the Ligonier Township Office located at One Municipal Park Drive, Ligonier, PA 15658, until **3:00 P.M.** local time on **Friday, March 6th, 2026**. Bids will be opened and read aloud at the Township's regular public meeting on **March 10, 2026 at 7:00 P.M.**

The Project includes the following work:

The application of approximately 156,000 square yards (SY) of Bituminous Seal Coat per PennDOT Publications 408 and 447 on twenty-six (26) roads within the municipality. Quantities may be adjusted based on available funding.

Obtaining the Bidding Documents

Detailed specifications can be obtained at the Ligonier Township Building, Monday through Friday 8:00 A.M. to 2:30 P.M.

Instructions to Bidders

A bid bond or certified check in the amount of 10% of the bid shall be included with the sealed bid and will be forfeited should the successful bidder fail to enter into a contract with Ligonier Township. Bids must be clearly marked on the outside of the envelope. For all further requirements regarding bid submittal, bid security, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: Ligonier Township Board of Supervisors

By: Michael Strelac, Township Manager

Date: February 13, 2026

BID PROPOSAL

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

In compliance with your Invitation for Bids, Bidder hereby proposes:

Contract: LIGTWP 2026-01

Ligonier Township 2026 Seal Coat Program

In strict accordance with the Contract Documents, within the time and conditions set forth herein, and at the prices stated below.

By submission of this Bid, each 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.

Bidder hereby agrees to complete the contract on or before a date to be specified in the Notice to Proceed and to fully complete project within consecutive calendar days thereafter. Bid quotation must be made both in figures and words. All quantities are estimated. The Bid is a unit price lump sum award Contract as calculated from the estimated quantities. The accepted contract amounts will be based on the estimated quantities and services to be provided.

If the owner awards the contract for the Work, such award will be in whole or on part to the responsible Bidder submitting the lowest responsive Bid provided such bids fall within the financing ability of the owner. **The owner reserves the right to eliminate roads or items in total or in part from the contract based on the availability of funds.**

REMAINDER

OF

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Bid Price
(see Article 5 for Detailed Specifications)

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1	Bituminous Seal Coat (CRS – 2P) Pub. 408, Sec. 470	156,000	S.Y.		
2	Traffic Control	1	L.S.		
		GRAND TOTAL:			

_____ dollars and _____ cents
 (Words)

\$ _____
 (Figure)

Respectfully submitted:

By: _____ (L.S.)

_____ (Printed)

Title: _____

Address: _____

Phone: _____

Date: _____ (Seal)

Attest: _____

BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Address <i>(principal place of business)</i> :	Bid Project <i>(name and location)</i> : Bid Due Date:
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
<i>(Full formal name of Bidder)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint ventures, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the

provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

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

NON-COLLUSION AFFIDAVIT

**Contract: LIGTWP 2026-01
Ligonier Township 2026 Seal Coat Program**

State of _____ :S.S.

County of _____

I state that I am of _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract or to submit any intentionally high or non-competitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with or inducement from any firm or person to submit a complementary or other noncompetitive bid.
- (5) _____,
(Name of Firm)

its affiliates, subsidiaries, officers, director and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows: **(Either provide an explanation or type N/A if not applicable)**

A statement in this affidavit that a person has been convicted or found liable for any act, prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract within the last three years, does not prohibit Ligonier Township from accepting a proposal form or awarding a contract to that person, but may be grounds for administrative suspension or debarment in the discretion of the Township under its rules and regulations, or may be grounds for consideration on the question of whether the Township should decline to award a contract to that person on the basis of lack of responsibility.

I state that _____ understands and
(Name of Firm)

acknowledges that the above representations are material and important, and will be relied on by the Township of Ligonier in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Township of Ligonier of the truth relating to the submission of bids for this contract.

(Name & Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY
OF _____, 20 _____

Notary Public

My Commission Expires:

SEAL

**CERTIFICATE OF COMPLIANCE WITH THE PENNSYLVANIA STEEL PRODUCTS
PROCUREMENT ACT**

This Certificate is supplied by _____ (“Bidder”) to Ligonier Township (the “Township”) this _____ day of _____, 20_____.

W I T N E S S E T H :

WHEREAS, Bidder wishes to contract with the Township relative to Contract No. LIGTWP 2026-01 (the “Contract”); and

WHEREAS, the Pennsylvania Steel Products Procurement Act, 72, P.S. § 1881 et seq. (“Steel Procurement Act”) requires that if a product contains foreign and United States steel, such product shall be determined to be a United States steel product only if at least 75% of the cost of the articles, materials, and supplies have been mined, produced or manufactured, as the case may be, in the United States; and

WHEREAS, Bidder has represented to the Township that any and all products Bidder will supply to the Township pursuant to the Contract will be United States steel products as defined in Steel Procurement Act and Bidder does and will in all fashion and manner comply with the Steel Procurement Act and the Contract in performance of the Contract.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, Bidder does represent and promise to the Township as follows:

1. The above recitals are binding between the parties and are legally enforceable as if set forth in their entirety herein.
2. Bidder will, pursuant to the Contract, meet the definition of United States steel products as set forth in the Steel Procurement Act and will in all manner and fashion otherwise comply with the Steel Procurement Act and the Contract.
3. Bidder acknowledges that its representations and promises are a material consideration to the Township with regard to considering Bidder for and possibly awarding the Contract to Bidder.
4. Bidder does hereby promise to indemnify and save harmless the Township, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys’ fees resulting from the breach of any representation, covenant or promise contained in this Certificate.

Intending to be legally bound hereby Bidder does hereby supply this Certificate the
_____ day of _____, 20____.

ATTEST:

(Bidder's Company Name)

By: _____

Title: _____

Date: _____



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

Contractor Subcontractor (check one)

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

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

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

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

Authorized
Representative Signature

PREVAILING WAGE RATES

For the Commonwealth of Pennsylvania Prevailing Wages rates, refer to Attachment C.

Article 2 – Instructions to Bidders

ARTICLE 2 - Instructions to Bidders

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1. GENERAL

The following instructions relate to the proper form and method for submitting bids; to the accompanying security; to provisions for the letting of the Contract and to such other matters. It is a condition to Ligonier Township's evaluation of bids and possible award of the Contract that each bidder carefully examine all of the Contract Documents, to completely satisfy themselves as to the nature and location of the work, as well as all site conditions that may affect performance of the work.

Unless otherwise indicated in the Contract Documents, alternate bids will not be considered. Unless all bids are rejected, and except as otherwise provided by law, the award will be made to the lowest responsive and responsible bidder. Unless otherwise specified by Ligonier Township in the Contract Documents, Ligonier Township reserves the right to award by item. The Township reserves the right to adjust the project scope by adding or deleting work areas or segments. In any discrepancy between words and figures, the words will take precedence.

2. SUBMISSION AND OPENING OF BIDS

Ligonier Township, herein also referred to as the "Township", will receive separate and sealed bids. Such bids shall be submitted on the blank Bid Form which is part of these Contract Documents; shall state the proposed price of the work, both in words and figures. Bids must be signed in ink. Bids that are not so priced and signed will be rejected.

The bid and Contract Documents must be submitted intact, sealed and addressed to Ligonier Township, **ATTN: Michael Strelac, Township Manager**, One Municipal Drive, Ligonier, Pennsylvania 15658. The Bidder's name and address shall be marked in the upper left-hand corner and the words "**SEALED BID FOR 2026 SEAL COAT PROGRAM, CONTRACT LIGTWP 2026-01**" shall be clearly marked in the lower left-hand corner of the sealed envelope. Hand delivered bids shall be delivered to the **Manager's Office**. It is the responsibility of each Bidder to make sure that its bid is received by the **Manager's Office** prior to the date and time set for opening of the bids. Upon the Bidder's failure to comply with the foregoing, the Township may treat the bid as "non-responsive" and return it to the Bidder unopened. No liability or responsibility shall be attached to any representative of the Township for premature opening of any bid not properly addressed and identified.

Bids must be firm. If a bid is submitted with conditions or exceptions or not in conformance with the terms and conditions of the Contract Documents, it may be rejected. The bid may also be rejected if the product or work offered by the Bidder is determined by the Township not to be in substantial conformance with the Contract Documents including the technical specifications.

The bid should be properly executed; and be accompanied by all bonds, certificates, questionnaire forms and other supporting information and documents, as described in the Contract Documents.

If you are conducting business as an individual, you must insert your full name and resident address in the body of the bid. If you are conducting business as a partnership, the individual

names and addresses of all members of the partnership must appear in the body of the bid. If you are conducting business as a corporation, the name of the corporation, its principal office and state of incorporation must appear in the body of the bid and the bid must be executed by an authorized officer of the corporation. Unless otherwise so provided, failure to comply with any of the above provisions shall be cause for rejection of the bid, at the option of the Township.

3. SUPPLEMENTARY INFORMATION (N/A for this Contract)

4. AWARD/CONTRACT EXECUTION AND NOTICE TO PROCEED

The Township may reject all bids. The Township may, solely at its own discretion, award the Contract to the lowest responsive and responsible Bidder within thirty (30) calendar days from the date of bid opening. A time extension may be made by the written mutual consent of the Township and the lowest responsible Bidder. Contract award may be made by letter mailed to Bidder and shall be effective the date of the mailing.

All bids will remain open for acceptance by the Township for sixty (60) calendar days after the bid opening, or for one hundred twenty (120) calendar days if so, permitted by law. In the event a Bidder fails, refuses or neglects to provide any requested information or documents within the time stated in the Contract Documents or any other request of the Township, the Township will have the right to reject its bid as non-responsive.

The Notice to Proceed will be made by letter mailed to the awarded Bidder and shall be effective the date of the mailing. The Township will endeavor to issue the Notice to Proceed within ninety (90) calendar days of the bid opening and thirty (30) calendar days after the contract is awarded. Any delays caused by the awarded Bidder's failure to provide any required documents within the specified time may, at the Township's option, cause an equivalent number of days to be added to these time frames. The awarded Bidder will commence work immediately upon issuance of the Notice to Proceed. The awarded Bidder should not order any materials or equipment or make any financial commitments concerning this Contract until receiving the Notice to Proceed. Awarded Bidders that do work or prepare to do work prior to receiving the Township's Notice to Proceed are proceeding at their own risk.

5. CONTRACT DOCUMENTS

Contract Documents may be obtained at **Ligonier Township Building**, One Municipal Park Drive, Ligonier, PA 15658. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:00 A.M. and 2:30 P.M.

Submission of a bid constitutes a representation by the Bidder to the Township that the Bidder has reviewed the Contract Documents in their entirety and has analyzed all applicable provisions, terms, conditions and sections and related information in preparation of its bid. This representation is a material inducement for the Township's consideration of the Bidder for this Contract.

6. QUESTIONS REGARDING CONTRACT DOCUMENTS/ERRORS

In general, no answer will be given to prospective Bidders in reply to an oral question if the question involves an interpretation of the intent or meaning of the Contract Documents, or the equality or use of products or methods other than those designated or described in the Contract Documents or pursuant to the procedures described in the Contract Documents. Any information received by Bidders other than by means of the Contract Documents or by Addenda, as described herein, is given informally, for the information and convenience of the Bidder only and is not guaranteed, is without legal effect and may not be used to bind or otherwise obligate the Township. The Bidder agrees that such information shall not be used as a basis of, nor will the giving of any such information entitle the Bidder to assert any claim or demand against the Township, the members of the Township Board, or any employees, representatives and/or agents of the Township, on account thereof.

To receive consideration, any question, inquiry or request for interpretation or clarification shall be submitted to the Township Engineer in writing, at least ten (10) calendar days prior to the advertised date for receipt of bids. The Township will review all such questions or requests and may issue Addenda, which will become part of the Contract Documents, to provide interpretation, clarification or to answer issues or questions so raised which, in the opinion of the Township, require formal responses. Copies of all Addenda will be delivered or sent, prior to the advertised date for receipt of bids, to all prospective Bidders known to have received the Contract Documents. Addenda will be delivered to prospective Bidders or their designated agents via fax or email at the addresses given by them.

If the question involves the quality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Township to determine the equality or suitability of the product or method. If any alleged errors are noted in the Contract Documents, the Bidder should immediately notify, in writing, the Township Engineer and, if confirmed, Addenda will be sent to all prospective Bidders known to have received the Contract Documents. Failure of the Bidder to comply with the above provisions will result in the Bidder waiving its rights to dispute any term or provision of the Contract Documents.

7. BIDDERS TO INVESTIGATE

Bidders are required to submit their bids upon the following express conditions which will apply to and be deemed a part of every bid received:

Bidders must satisfy themselves, by personal examination of the installation location and by such other means as may be necessary or helpful as to the actual and exact conditions existing, the character and requirements of the work and the difficulties intent upon its execution and analyze all laws and regulations which may affect the work. On written advanced request, the Township will provide each Bidder reasonable access to the location where the work is to be performed to conduct such investigations and test (at the Bidder's own expense) for submission of a bid. The Bidder shall clean up and restore the testing location to its former condition upon completion of such investigations.

If any discrepancies should be found between existing conditions and the Contract Documents, prospective Bidders shall report these discrepancies to the Township for clarification prior to

submitting a bid. Failure of the Bidder to recognize job site conditions that affect the work shall not be considered sufficient cause for an increase in the contract price.

The submission of a bid will constitute an incontrovertible representation of the Bidder that the Bidder has and will comply with every term, condition and requirement of the Contract Documents and that the Contract Documents are sufficient in scope to convey all terms, conditions and requirements for performance and furnishing of the work.

8. BID SECURITY/CONTRACT EXECUTION

Bids shall be accompanied by a certified check or properly executed bid bond on the form included herein, with corporate surety approved to do business in the Commonwealth of Pennsylvania and satisfactory to counsel for the Township and with valid power of attorney attached, **in the amount of not less than ten percent (10%) of the bid amount payable to Ligonier Township**, as security that the Bidder, if awarded the Contract, shall enter into a written contract with the Township, on the form included herein, and supply to the Township all required bonds and other documents, materials or items required to be executed, delivered, or supplied by it.

Upon failure on the part of such Bidder to enter into a written contract with the Township (and return all required documents to the Township, including performance and payment bonds and insurance certificates, after proper execution) within ten (10) calendar days (not including Sundays or legal holidays) after receipt of such Contract by the Bidder at the address given in its bid, such defaulting Bidder and its surety shall be liable to the Township for the damages sustained by the Township by reason of such default. In such event, the Bidder's liability shall not be limited to the amount of the bid security which accompanied its bid. If the bid security was a certified check, such check shall be cashed by the Township and deposited forthwith to the Township's account. If the Township's actual damages are less than the amount deposited, the excess shall be returned to the defaulting Bidder. No allowance for interest or the like shall be paid or payable to the Township on any bid security.

The bid security of all Bidders whom the Township believes have a chance of receiving the award may be retained by the Township until the earlier of the tenth (10th) calendar day after the effective date of the Contract or the sixty-first (61st) calendar day after the bid opening.

9. WITHDRAWAL OR MODIFICATION OF BIDS

The attention of Bidders is directed to the fact that, in submitting their bids, each Bidder agrees that it will not withdraw it within sixty (60) calendar days after the actual date of opening of bids or for one hundred twenty (120) calendar days if so permitted by applicable law, or for such longer period as may be agreed to by the Bidder. Upon submission of a proper request to the Township Manager, in writing, and identification of the one making the request, a bid may be withdrawn, at any time prior to the designated time for the opening of bids.

Certain bids may be withdrawn after the bid opening if in compliance with the Act of January 23, 1974, P.L. 9 No. 4 '1 et seq., 73 P.S. '1601 et seq., entitled "Public Contracts - Withdrawal of Bids" (for the purposes of this section, the "Act") subject to the limitations and conditions contained therein. Included in the conditions of the Act are that the Bidder deliver credible

evidence to the Township within two (2) working days (excluding Sundays or legal holidays) after opening the bids of a clerical mistake, as opposed to a judgment mistake, that was actually due to an unintentional and substantial arithmetical error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid. No Bidder who is permitted to withdraw a bid shall supply any material or labor to, or perform any subcontract or other work agreement for any person to whom a contract or subcontract is awarded in the performance of the contract for which the withdrawn bid was submitted, without the written approval of the Township. The Township may award the contract to the next lowest bidder or reject all bids and resubmit the project for bidding. In the event the Township resubmits the project for bidding the withdrawing bidder shall pay the costs, in connection with the resubmission, of printing new contract document, required advertising, and printing and mailing notices to prospective bidders, if the Township finds that such costs would not have been incurred but for such withdrawal. In no event shall the withdrawing bidder be permitted to resubmit a bid for the project.

Unless a bid has been formally withdrawn as provided above, it shall be deemed open for acceptance until the Contract Agreement has been executed by both the Bidder and the Township or until the Township manifests that it does not intend to accept the bid. Notice of Acceptance of any one bid shall not constitute rejection of any other bid or manifestation that the Township does not intend to accept any other bid.

Any Bidder may modify its bid by telegraphic or facsimile communication at any time prior to the scheduled closing time for receipt of bids, provided that such communication is received by the Township prior to such closing time and, further, provided that a written confirmation of the communication, over the signature of the Bidder, was postmarked prior to such closing time. Telegraphic or facsimile modifications shall not reveal the amount of the bid, but shall provide the amount(s) to be added to, subtracted from, or other modifications necessary to be made to the total bid amount or terms of the bid, so that the final prices or terms will not be known to the Township until the sealed bid is opened. If the required written confirmation is not received by the Township within two (2) working days (excluding Sundays or legal holidays) from the closing time, the Township may, at its option, refuse to consider or give legal effect to such telegraphic or facsimile communication.

10. ALTERATION OF BIDS AND DOCUMENTS

Any alteration, erasure, addition or omission of required information, or any change of the Contract Documents is done at the risk of the Bidder. Any Bidder wishing to make any alteration, erasure, addition or other changes to the Contract Documents must notify the Township Manager at least ten (10) calendar days prior to the scheduled bid opening of all details concerning the alteration, erasure, addition or other changes and which must be agreed to in writing by the Township to be binding against the Township. In general, alterations, modifications and changes to the Contract Documents will not be entertained by the Township. Upon receipt, the Township will analyze the above and will notify the Bidder, in writing, if it is acceptable. Should any Bidder change the wording of the language employed in the Contract Documents, the Township may, at its sole discretion, reject the bid. To be considered by the Township, any alterations, erasures, additions or other changes must be initialed by the officer, partner or individual who signed the bid. The successful Bidder shall be legally bound to comply strictly with the provisions of the Contract Documents exactly as accepted by the Township as

described immediately above. In case of a discrepancy or omission or if the Bidder is in doubt as to the meaning of any part of the Contract Documents, it should immediately notify the Township in accordance with Section 2.06.

11. RIGHT TO REJECT OR ACCEPT BIDS

The Township reserves the right, which is understood and agreed to by all Bidders, to reject any or all bids; to waive any informality, non-material change or clarification in any part or provision of the submitted Contract Documents; or to accept any bid, should the Township determine that it is in its best interest to do so. The Township's decision on the qualification of any Bidder or the adequacy, responsiveness, propriety or timeliness of the bid and/or its decision to reject any or all bids or to accept any bids shall be final, binding and uncontestable as to all bidders.

The Township may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed by the Bidder for portions of the work. The Township may also consider the operating costs, maintenance requirements, performance data, guarantees and warranties, and such other factors as may be determined by the Township as reasonable to describe or compare the relative merits of the various competing bids.

12. QUALIFICATIONS AND EXPERIENCE OF BIDDERS

Each Bidder must be regularly engaged in and have at least five (5) years of experience in performing the type of work required for this Contract. No award will be made to any Bidder who cannot warrant, and upon request cannot demonstrate, that it possesses the knowledge, experience, skill, capital, licenses, permits, patents and/or personnel necessary to satisfactorily enable it to prosecute and complete the work successfully and perform the work within the time required pursuant to the Contract Documents.

13. TIME OF COMPLETION

The Contractor may begin work on the date of the Notice to Proceed and carry the work forward expeditiously to achieve substantial completion within the time stipulated in the Contract Documents.

The 2026 Roadway Resurfacing Program must be substantially completed by **September 1, 2026**. The Township will apply liquidated damages for each day after **that date** that the project is not substantially complete in the amount of **\$500** for each consecutive calendar day that the work remains uncompleted.

This Contract shall be completed on a collector road to collector road basis. Once a collector road has been started, it shall be completed prior to starting a new development or collector road.

All work shall be completed no later than **September 1, 2026**. The completion time may only be modified by the Township Appointed Representative.

14. SUMMATION OF INFORMATION TO BIDDERS

Owner:	Ligonier Township
Project:	2026 Seal Coat Program
Time of Bid Closing	3:00 P.M. on Friday, March 6th, 2026
Time of Bid Opening:	7:00 p.m. on Tuesday, March 10th, 2026
Place of Bid Opening:	Ligonier Township Municipal Building One Municipal Drive Ligonier, PA 15658
Bid Security:	10% of bid
Performance Bond:	100% of bid
Payment Bond:	100% of bid
Liquidated Damages:	\$500.00 per calendar day for project completion, as stipulated in Article 3 Contract Provisions, Performance of Contract, Section 3.11 Contract Time, Time is of the Essence & Liquidated Damages
Bids May be Held:	60 calendar days
Time for Substantial Completion:	The Work must be substantially completed by September 1, 2026
Delivery:	N/A

Article 3 – General Conditions

ARTICLE 3 - GENERAL CONDITIONS

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1. DEFINITIONS

Whenever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

- a. ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS, and SPECIFICATIONS, by additions, deletions, clarifications, or corrections.
- b. BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed; PROPOSAL.
- c. BIDDER - Any person, firm, or corporation submitting a BID for the WORK.
- d. BONDS - Bid, Performance, Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.
- e. CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, and authorizing an adjustment in the CONTRACT PRICE and/or CONTRACT TIME.
- f. CONTRACT DOCUMENTS - The Contract, including Advertisement for Bids, Information for Bidders, BID, BID BOND, AGREEMENT, General Conditions, PAYMENT BOND, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, APPENDIX, ADDENDA, and other items as specified in the Agreement.
- g. CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS. The price shall be based on the actual quantity of materials installed and on the unit prices and lump sums shown in the BID, plus or minus any CHANGE ORDERS authorized during the course of the WORK.
- h. CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK: TIME FOR COMPLETION.
- i. CONTRACTOR - The person, firm, or corporation with whom the OWNER has executed the Agreement.
- j. DRAWINGS - The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- k. ENGINEER - The EADS Group, Inc, 450 Aberdeen Drive, Somerset, PA 15501.
- l. FIELD ORDER - A written order affecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- m. FINAL COMPLETION - That date as certified by the ENGINEER when the construction of the PROJECT is finally completed, in accordance with the CONTRACT DOCUMENTS in that 100 percent

of the PROJECT is completed.

- n. NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- o. NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
- p. OWNER - Ligonier Township Board of Supervisors.
- q. PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- r. RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.
- s. SHOW DRAWINGS - All drawings, diagrams, illustrations, brochures, schedule and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER, or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- t. SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature, materials, equipment, construction systems, standards, and workmanship, PennDOT Publication 408 and Special Provisions.
- u. SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- v. SUBSTANTIAL COMPLETION - That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.
- w. SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions which take precedence over the GENERAL CONDITIONS.
- x. SUPPLIER - Any person, supplier, or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- y. WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- z. WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of the Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his/her last given address, or delivered in person to said party or his/her authorized representative on the PROJECT.

2. DRAWINGS AND SPECIFICATIONS

The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy, or operation by the OWNER.

In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his/her discovery of such inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

3. ADDITIONAL DRAWINGS AND INSTRUCTIONS

The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

The additional drawings and instructions thus supplied will become part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

4. MATERIALS, SERVICES, AND FACILITIES

It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

Materials and equipment shall be stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection. The CONTRACTOR shall be responsible for securing any storage or staging areas. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under the conditional sale contract or other agreement by which an interest is retained by the seller.

5. SCHEDULES, REPORTS, AND RECORDS

The CONTRACTOR shall submit to the OWNER such progress schedules, payrolls, reports, estimates, records, and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed. Submit initial progress schedule at the mandatory pre-construction meeting.

As work progresses, the CONTRACTOR shall submit a revised construction progress schedules showing the order in which he/she proposes to carry on the WORK, including dates as which he/she will start the various parts of the WORK, estimated date of completion of each part, and as applicable:

- a) The dates at which special detail drawings will be required; and
- b) Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.
- c) As requested, submit updated construction progress schedules to OWNER.

6. SUBSTITUTIONS

Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirement and that other products of equal capacities, quality, and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if in the opinion of the ENGINEER, such material, article, or piece of equipment is equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and

the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE OR CONTRACT TIME.

7. INSPECTION AND TESTING

All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing, or approval.

Inspections, tests, or approvals of the ENGINEER or others shall not relieve the CONTRACTOR from his/her obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

The OWNER and his/her representatives will, at all times, have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all WORK, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any

inspection, or testing thereof.

If any WORK is covered contrary to the written instructions of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for his/her observation and replaced at the CONTRACTOR'S expense. If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose, or otherwise make available for observation, inspection, or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. The CONTRACTOR will bear all of the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction.

8. PERMITS, AND REGULATIONS

Permits and licenses of a temporary nature necessary for the execution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT

DOCUMENTS are at variance therewith, he/she shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted.

9. PROTECTION OF WORK, PROPERTY, AND PERSONS

The CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. He/she will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all of the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He/she will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. The CONTRACTOR will be responsible for locating all existing utilities, including but not limited to water, steam, oil, gas mains, sanitary and storm sewers, telephone and electric conduits which may be encountered during the construction operation. He/she shall also be responsible for locating all underground structures. He/she shall, at his/her own expense, will arrange with the OWNERS of such utilities for locating them. The CONTRACTOR shall be held responsible for providing adequate protection against damage to utilities encountered during the course of construction.

If underground utilities are shown on the plans, these are shown for informational purposes only, and the CONTRACTOR must verify the location. The CONTRACTOR will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury, or loss. He/she will give the ENGINEER prompt WRITTEN NOTICE of any significant change in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

10. SUPERVISION BY CONTRACTOR

The CONTRACTOR will supervise and direct the WORK. He/she will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The

CONTRACTOR will employ and maintain on the PROJECT a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times to perform adequate supervision and coordination of the WORK.

11. SUBCONTRACTING

The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices are performed by specialty SUBCONTRACTORS. The CONTRACTOR shall not award WORK to SUBCONTRACTOR(S), in excess of fifty percent (50%) of the CONTRACT PRICE, without prior written approval of the OWNER.

The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his/her SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.

The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

The CONTRACTOR shall identify all SUBCONTRACTORS IN THEIR BID. SUBCONTRACTORS shall not be used in the WORK or changed without the approval of the OWNER.

12. CHANGES IN THE WORK

The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

The ENGINEER also may, at any time by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him/her to a change in CONTRACT PRICE or TIME, or both, in which event he/she shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter, the CONTRACTOR shall document the basis for the change

in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

13. CHANGES IN CONTRACT PRICE

The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in order of precedence listed below:

- a) Unit prices previously approved.
- b) An agreed lump sum or unit price.
- c) The actual costs for labor, direct overhead, materials, supplies, equipment, a reasonable profit and general overhead, and other services necessary to complete the work. The amount of profit and general overhead included in (b) and (c) above shall not exceed fifteen (15) percent of the actual cost of the WORK.

14. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED. The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS. Liquidated Damages in the amount of \$500 per day after scheduled completion date will be assessed.

Liquidated damages will be charged if WORK extends beyond the SUBSTANTIAL COMPLETION date or the FINAL COMPLETION date.

The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

- a) To any preference, priority, or allocation order duly issued by the OWNER.
- b) To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to acts of God or the public enemy, acts of the OWNER, acts of another CONTRACTOR, in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargo, and abnormal and unforeseeable weather; and
- c) To any delays of SUBCONTRACTORS occasioned by any of the causes specified in Paragraphs 15.a and 15.b of this article.

15. CORRECTION OF WORK

The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

16. SUSPENSION OF WORK, TERMINATION, AND DELAY

The OWNER may suspend WORK or any portion thereof for a period of not more than 180 days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an extension of the CONTRACT TIME directly attributable to any suspension. If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he/she makes a general assignment for the benefit of his/her creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his/her property, or if he/she files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he/she repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment or if he/she repeatedly fails to make prompt payments to SUBCONTRACTORS, or for labor, materials, or equipment or if he/she disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the WORK or if he/she disregards the authority of the ENGINEER, or if he/she otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his/her surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he/she may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right to the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than one-hundred-eighty (180) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER

fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within sixty (60) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR, may upon ten (10) days WRITTEN NOTICE to the OWNER and the ENGINEER stop the WORK until he/she has been paid all amount then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

17. PAYMENT TO CONTRACTOR

Pay requests may be submitted monthly by the CONTRACTOR. Prior to submission, the CONTRACTOR shall review quantities of work completed with the RESIDENT PROJECT REPRESENTATIVE. The CONTRACTOR will then submit to the ENGINEER a partial payment estimates in an acceptable format filled out and signed by the CONTRACTOR certifying the WORK performed during the period covered by the partial payment estimate with supporting data as the ENGINEER may reasonably require. If payment is requested for materials and equipment not incorporated in the WORK, but delivered and suitably stored at or near the PROJECT site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his/her interest herein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his/her approval of payment and present the partial payment request to the OWNER, or return the partial payment request to the CONTRACTOR indicating in writing his/her reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within thirty (30) days of presentation to him/her of an approved partial payment request, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 10% of said estimate until 50% of the WORK has been completed. After 50% completion, retainage withheld by the OWNER shall not exceed 5% of the amount due the CONTRACTOR on the WORK. In the event a dispute arises between the CONTRACTING BODY and any PRIME CONTRACTOR occasioned by delays or other actions of another PRIME CONTRACTOR, additional retainage in the sum of one and one-half (1 ½) times the amount of any possible liability may be withheld until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless the CONTRACTOR causing the additional claim furnishes a BOND satisfactory to the OWNER to indemnify the OWNER against the claim. The certificate given by the ENGINEER shall list in detail each and every uncompleted item and a reasonable cost of completion. Final payment of any amount so withheld for the completion of the minor items shall be paid forthwith upon completion of all the items in the certificate of the ENGINEER.

Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration or any damaged WORK except such as may be caused by agents or employees of the OWNER.

Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him/her under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR including the retained percentages, but except such sums as may be

lawfully retained by the OWNER, shall be paid to the CONTRACTOR within sixty (60) days of completion and acceptance of the WORK.

The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agent harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, material, men and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If the CONTRACTOR fails to do so, the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be constructed to impose any obligations upon the OWNER to either the CONTRACTOR, his/her Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

18. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his/her sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND and Payment BONDS.

19. INSURANCE

The CONTRACTOR shall purchase and maintain such insurance and minimum amounts set forth below to protect him/her from claims which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by him/herself or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Type of Coverage	Minimum Amount
Workers' Compensation	Meet the current requirements of Pennsylvania Law
Commercial General Liability	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Automobile Liability – each accident	\$1,000,000

CONTRACTOR shall be required to present to the OWNER a CERTIFICATE OF INSURANCE approved by the OWNER naming “**Ligonier Township**” and “**The EADS Group, Inc.**” as an additional insured before any NOTICE TO PROCEED is issued by the OWNER. CONTRACTOR shall also be required to present to participating municipalities a CERTIFICATE OF INSURANCE approved by the participating municipality naming them as an additional insured before performing any work for the participating municipality. The Certificate shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

The CONTRACTOR shall maintain, at his/her own expense, such insurance for the duration of the CONTRACT TIME as hereinafter specified.

The CONTRACTOR shall procure and maintain at his/her own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the State in which the work is performed, Workmen’s Compensation Insurance, including occupational disease provisions, for all of his/her employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen’s Compensation Insurance, including occupational disease provisions for all of the latter’s employees unless such employees are covered by the protection afforded by the CONTRACTOR.

20. CONTRACT SECURITY

The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions, and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR, to all persons supplying labor and materials in the execution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the State in which the WORK is to be performed. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the State in which the WORK is to be performed, CONTRACTOR shall, within ten (10) days after notice from the OWNER to do so, substitute an acceptable

BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BONDS shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

21. ASSIGNMENTS

Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the CONTRACT or any portion thereof, or of his/her right, title, or interest therein, or his/her obligations thereunder, without written consent of the other party, except for the participating municipalities which are included herein.

22. INDEMNIFICATION

The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or under workmen's compensation acts, disability benefit acts, or other employee benefits acts.

The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his/her agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.

In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or under workmen's compensation acts, disability benefit acts, or other employee benefits acts.

The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his/her agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.

23. SEPARATE CONTRACTS

The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK and shall properly connect and coordinate his/her WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

The OWNER may perform additional WORK related to the PROJECT by him/herself, or he/she may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he/she is performing the additional WORK him/herself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of

WORK, and shall property connect and coordinate his/her WORK with theirs.

If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him/her in additional expense or entitles him/her to an extension of the CONTRACT TIME, he/she may make a claim therefore as provided in the GENERAL CONDITIONS.

24. ENGINEER'S AUTHORITY

The ENGINEER shall act as the OWNER'S representative during the construction period. He/she shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He/she shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship, and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

The ENGINEER shall promptly make decisions relative to the interpretation of the CONTRACT DOCUMENTS.

25. LAND AND RIGHTS-OF-WAY

A CONTRACTOR staging area shall be provided at the Ligonier Township Municipal Building as shown on the map included in the contract documents. All appropriate erosion and sedimentation control measures will be the responsibility of the CONTRACTOR.

The CONTRACTOR shall provide at his/her own expense and without liability to the OWNER any additional land and access that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials. Written agreements must be obtained by the CONTRACTOR, and a copy provided to the OWNER, for any private property utilized by the CONTRACTOR.

26. GUARANTY

The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of two (2) years from the date of FINAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of two (2) years from the date of FINAL COMPLETION of the system that the completed system is free of all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The MAINTENANCE BOND in an amount of 15% of the contract amount shall provide the two-year guarantee as stated in the bond.

27. ARBITRATION

All claims, disputes, and other matters in questions arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by the GENERAL CONDITIONS shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and with the American Arbitration Association, and a copy shall be filed with the ENGINEER. Demand for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.

The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

28. TAXES

The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the law of the place where the WORK is performed.

29. ACT 287

The CONTRACTOR must comply with PA ONE CALL. State law requires a three (3) business day notice (does not include state holidays or weekends), but not more than ten (10) business days prior to the start of excavation. A business day begins at 12:00:00 a.m. and ends at 11:59:59 p.m. It is advised that when plans are provided the existing utility locations shown on the Plans are shown from the best available information. The CONTRACTOR is hereby advised of his/her obligation under Act 287 to contact the utility companies in the field. The OWNER and ENGINEER will not assume any responsibility for the failure of the CONTRACTOR to fulfill his/her obligations under Act 287.

30. PREVAILING MINIMUM WAGE RATES

For prevailing minimum wage rates refer to Appendix C.

SUPPLEMENTAL GENERAL CONDITIONS

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SUPPLEMENTAL GENERAL CONDITIONS

1. MAINTENANCE OF WORK AREA

The CONTRACTOR shall, at all times, keep the project free from accumulations of waste material or rubbish caused by the work. Any paved area including staging area, over which hauling operations or other moving equipment, are conducted shall be kept clean daily. Any soil or other material shall be removed promptly by the Contractor. Before the Project is considered complete, the CONTRACTOR shall clean and remove from the Project site and adjacent properties all surplus and discarded materials, equipment and temporary structures. The project will not be considered complete until cleanup is completed.

2. ANTI-KICKBACK ACT

- a) The Contractor and each Subcontractor shall comply with the following statutes (and with regulations issued pursuant thereto, which are incorporated herein by reference):

Title 18 U.S.C., Section 874:

Kickback from public works employees - Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion, or repair of any public building, public work, or building or work financed in whole or in part by loans (made, insured, or guaranteed) or grants from the United States, to give up any part of the compensation to which he/she is entitled under his/her contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five (5) years, or both.

Title 40 U.S.C., Section 276c:

Regulations governing Contractors and Subcontractors - The Secretary of Labor shall make reasonable regulations for Contractors and Subcontractors engaged in the construction, prosecution, completion, or repair of public buildings, public works, or building or work financed in whole or in part by loans (made, insured, or guaranteed) or grants from the United States, including a provision that each Contractor and Subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week.

3. COMPLIANCE WITH CLEAN AIR ACT

If the contract exceeds \$100,000, the Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act and (42 U.S.C. 1857 c-9) Section 308 of the Water Pollution Control Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. Such regulations and guidelines can be found at 40 CFR 15.4 and 40 FR 17126 dated April 16, 1975. In so doing, the Contractor further agrees:

- a) As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.
- b) To certify that any facility to be utilized in the performance of any non-exempt contractor subcontractor is not listed on the EPA list of Violating Facilities pursuant to 40 CFR 15.20 as of the date of contract award.

- c) To include or cause to be included the above criteria and requirements in every non- exempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

As used in these paragraphs, the term “facility” means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site or operations, owned, leased, or supervised by a grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or sited of operations or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographic area.

4. PROTECTION OF LIVES AND PROPERTY

- a) In order to protect the lives and health of its employees under the Contract, the Contractor shall comply with all pertinent provisions of the “Manual of Accident Prevention in Construction” issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment or work under the contract.
- b) The Contractor alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their improper construction, maintenance, or operation.

5. PROHIBITED INTERESTS

- a) No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- b) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspecting, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner who is in any legislative, executive, supervisory, or other similar function in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, insurance contract, or any other contract pertaining to the project.

6. WITHHOLDING OF PAYMENTS

The Engineer may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the Owner from loss on account of:

- a) Defective work not remedied.
- b) Claims filed or reasonable evidence indicating probable filing of claims.
- c) Failure of Contractor to make payments properly to subcontractors or for material or labor.
- d) A reasonable doubt that the work can be completed for the balance then unpaid.
- e) Damage to another Contractor.
- f) Performance of work in violation of the terms of the CONTRACT DOCUMENTS.
- g) Where work on unit price items are substantially complete, but lack clean-up and/or corrections ordered by

the ENGINEER, amounts shall be deducted from unit prices in partial payment estimates to amply cover such clean-up and correction.

7. PROJECT CONFERENCES

The CONTRACTOR'S on-site superintendent and/or foreman responsible for the WORK shall be required to attend a mandatory PRE-CONSTRUCTION CONFERENCE. CONTRACTOR acknowledges that a Notice to Proceed may not be issued by the OWNER until such time as the on-site superintendent and/or foreman responsible for the WORK attends the mandatory PRE-CONSTRUCTION CONFERENCE. The OWNER will schedule a conference after Notice of Award. All piggyback municipalities, waste hauler representatives, relevant utility companies are invited.

a) PROGRESS JOB CONFERENCES

Weekly job conferences may be scheduled by the ENGINEER. Whether or not weekly conferences are scheduled, it shall be the CONTRACTOR's responsibility to coordinate work with the representative of each participating municipality.

8. CONTRACT CANCELLATION

The work to be done under the contracts for which bids are invited is public work to be financed by the OWNER (a public body). The financing is subject to various qualifications and restrictions. The OWNER in good faith intends to consummate such financing, but its ability to do so is subject to many factors beyond its control. It is, therefore, expressly understood and agreed to by each bidder (CONTRACTOR) that, notwithstanding any other provision of the CONTRACT DOCUMENTS that OWNER may cancel the contract at any time before the bidder has been directed to begin, and has actually begun, work under the Contract, if the financing satisfactory to the OWNER cannot reasonably be consummated as contemplated or if any court of competent jurisdiction shall enjoin or otherwise prohibit the OWNER from proceeding with the work.

9. ACT NO. 247 PROVISIONS

Pursuant to Act No. 247 of the 1972 Pennsylvania General Assembly, all proposals will be subject to all the provisions of all Federal and State statutes dealing with the prevention of pollution and preservation of public natural resources including, but not limited to, the Federal Air Quality Act of 1967; Clean Air Act, as amended; Clean Water Restoration Act Amendments of 1970, and the Water Pollution Control Act Amendments of 1972; the Water Facilities Act (See Consolidated Farmers Home Administration Act of 1961); The Watershed Protection and Flood Prevention Act; the Pennsylvania Air Pollution Control Act; and all rules and regulations thereunder including, but not limited to, those formulated by the United States Environmental protection Agency and the Pennsylvania Department

of Environmental Resources. Act No. 247 provided that if the successful bidder must undertake additional work due to enactment of new or the amendment of existing statutes, rules, or regulations occurring after the submission of the successful proposal, the Township shall issue a change order setting for the additional work that must be undertaken, which shall not invalidate the contract. The cost of such a change order to the township shall be determined in accordance with the provisions of the contract for change orders to force accounts or, if no such provision is set forth in the contract, then the cost to the Township shall be the contractor's costs for wages, labor costs other than wages, wage taxes, materials, equipment rentals, insurance and subcontracts attributable to the additional activity plus a reasonable sum for overhead and profit; provided, however, that such additional costs to undertake work not specified in the invitation for proposal shall not be approved unless written authorization is given the successful bidder prior to his/her undertaking such additional activity. In the event of a dispute between the Township and the successful

bidder, procedures for resolution of disputes may be commenced under applicable terms of the construction contract.

10. NONDISCRIMINATION AND EQUAL OPPORTUNITY

Nondiscrimination and equal opportunity are the policy of the Commonwealth in all its decisions, programs, and activities. The purpose is to achieve the aims of the United States and Pennsylvania Constitutions. Executive Order 1972-1, the Pennsylvania Human Relations Act, Act of October 27, 1955, P.L. 744, as amended, (43 P.L. & 951, et. seq.), and 43 P.L. & 153, by assuring that all persons are accorded equal employment opportunity without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.

This policy applies to the Contracting Agencies of this Commonwealth (Department of Conservation and Natural Resources, Bureau of Recreation and Conservation), and to applicants who perform under State Contracts.

Every state contract shall contain a nondiscrimination clause barring discrimination in employment, because of race, color, religious creed, handicap, ancestry, national origin, age, or sex.

The applicant shall include this Act and the following nondiscrimination provisions in any construction contract awarded for the project.

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

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

exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

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

11. COMPETENT WORKMEN

No person shall be employed by the Contractor or any Subcontractor to do work under this contract except competent and first-class workmen and mechanics. No workmen shall be regarded as competent and first-class except those who are duly skilled in their respective branches of labor. Flaggers must be trained as specified in Section 901.3(y) of PennDOT Publication 408. Workmen shall at all times wear long pants, shirts, and ANSI II or ANSI III fluorescent safety apparel. A supervisor shall be assigned to the project by the CONTRACTOR and present at all times when work is being performed. The supervisor shall have charge over the workmen, be fluent in speaking and writing in English, and charged with making necessary notifications and coordination of work.

12. NOTIFICATION TO RESIDENTS (AND SERVICE PROVIDERS)

Contractor shall provide written notification to all residents who could be impacted by proposed work in the form of a door hanger. Residences who are required to use impacted roads to exit and access their residences shall also be notified with a door hanger. The door hanger shall, at a minimum, be provided to each residence a minimum of two (2) working days prior to work being performed at the proposed work location that will impact their accessibility to their residence. Updated notices shall be distributed if the scheduled dates change. Notice shall include the name of the Contractor, a description of work to be performed, description of parking restrictions, and blanks to be manually completed for actual work dates. Inspector assigned to work shall verify door hangers have been provided to residences. Contractor shall provide advance copy of the notice to the ENGINEER for approval prior to distribution. Contractor shall also provide written notification as specified above to the Postmaster, Emergency Service Providers and refuse/waste collection services within

the project area.

13. **CONSTRUCTION ACCESSIBILITY**

A minimum of two lanes must be available for residents and emergency vehicle access between 5 PM and 8 AM, Monday through Friday and all weekends, unless otherwise directed by the OWNER. When bituminous seal coat on more than one street in a residential neighborhood; operations shall be completed in phases to allow resident parking on side streets or within a quarter (0.25) mile walking distance.

The CONTRACTOR may request permission in writing to the OWNER for providing temporary road closures within residential communities. It is at the OWNERS discretion if temporary road closure shall be permitted. The OWNER shall provide written acceptance of the temporary road closure prior to CONTRACTOR closing roads. A quarter (0.25) mile walking distance shall be considered when providing temporarily road closures. CONTRACTOR shall provide language to OWNER detailing the furthest length the resident will need to walk when temporary closures are being performed. Shall a road be temporarily closed; it must be reopened to two lane traffic by 5 PM on the same day. Road closures on collector and arterial roadways shall not be permitted.

14. **WORK HOURS AND RESTRICTIONS**

Application of bituminous seal coat is limited to 8:00 AM to 3:00 PM, Monday through Friday. Construction activity is limited to 7:00 AM to 7:00 PM, Monday through Friday,

No work shall be permitted at any location on the following holidays:

Memorial Day, May 25, 2026
Fourth of July, July 4, 2026
Labor Day, September 7, 2026

- a) No work shall be permitted during Fort Ligonier Days October 9, 10, 11, 2026.
- b) No work can be performed on any street when trash collection is scheduled on that day for that street unless approved in advance in writing by the trash hauler.

15. **MAINTENANCE AND PROTECTION OF TRAFFIC**

Traffic control in the work area shall be the responsibility of the CONTRACTOR. **All work shall be completed under single lane closures, allowing one lane of traffic at all times. Any request to completely close both lanes of a street must be approved in writing by the OWNER.** Barricades, lighting devices and warning signs shall be used to maintain and protect vehicular and pedestrian traffic in or near the work area. All traffic control devices and work zone setups used shall meet the standards of PennDOT Publication 212, Official Traffic Control Devices and PennDOT Publication 213, Work Zone Traffic Control (current edition) and be maintained in accordance with PennDOT Publication 408, Section 901, except work area pavement markings as noted in the Special Provisions. The work area shall be completely closed off at all cross streets by the CONTRACTOR. Cross streets which are closed shall have suitable advance warning signs placed at the intersection nearest to the intersection where it is closed in addition to being closed at the street to be treated. The CONTRACTOR shall provide one or more flaggers as required to maintain traffic control until it is determined that the sealed street can be re-opened to traffic. The CONTRACTOR shall maintain the appropriate traffic control until the road is re-opened to traffic. Streets shall be posted with No Parking signs by the CONTRACTOR at the same time door hangers are distributed. All roads must be opened to traffic within two (2) hours after placing Bituminous Seal Coat is completed. Surfaces left unopened after two hours

due to incomplete curing shall cause CONTRACTOR to be assessed damages by OWNER in the amount of one hundred (\$100.00) for each additional hour or portion of hour.

The CONTRACTOR shall not remove Township signs without the permission of the TOWNSHIP ENGINEER. Any signs damaged or lost due to removal by the CONTRACTOR shall be replaced and re-installed by the Township with the cost for such replacement or reinstallation deducted from monies due the CONTRACTOR.

16. PARKING RESTRICTIONS

Posting temporary parking restrictions is the responsibility of the CONTRACTOR. In addition to the resident notifications specified in these supplemental general conditions, the CONTRACTOR shall notify the ENGINEER and shall install temporary signs on temporary stakes or sign posts along the curb line or edge of roadway prior to Bituminous Seal Coat operations on any given street. The CONTRACTOR shall phase operations in residential neighborhoods to allow reasonable parking for residents within the neighborhood. The temporary signs shall indicate "NO PARKING FROM (*insert date and time*) TO (*insert date and time*)". Signs shall be durable and placed at such intervals that they are visible and legible by motorists. CONTRACTOR shall post temporary parking restriction signs at least 48 hours in advance of Bituminous Seal Coat operations and remove temporary signs when work is complete. Signs may not state "Police Emergency" or by order of "Police" unless contractor obtains permission in writing from municipal police chief and Township Manager in advance of posting signs.

Article 4 – Contract Documents

ARTICLE 4 - Contract Documents

NOTICE OF AWARD 4.01
CONTRACT AGREEMENT 4.02
NOTICE TO PROCEED 4.04
PERFORMANCE BOND..... 4.05
PAYMENT BOND..... 4.09

CONTRACT AGREEMENT
Contract No. LIGTWP 2026-01
2026 Seal Coat Program

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the TOWNSHIP OF LIGONIER, Westmoreland County, Pennsylvania, hereinafter called "Township" and _____, doing business as (an individual) or (a partnership) or (a corporation), hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor shall coordinate the work of the Seal Coat Program with Ligonier Township Department of Public Works.
2. The Work must be substantially completed by September 1, 2026.
3. Terms used in the Agreement which are defined in the Contract Provisions, if included in the Contract Documents, shall have the meanings indicated in the Contract Provisions.
4. The term "Contract Documents" means and includes the following, but shall not be limited to:
 5.
 - A. Invitation to Bidders
 - B. Legal Notice
 - C. Bid Proposal
 - D. Bid Bond
 - E. Performance Bond
 - F. Payment Bond
 - G. Bidders Experience Questionnaire
 - H. Non-Collusion Affidavit
 - I. Notice of Award
 - J. Notice to Proceed
 - K. Instructions to Bidders
 - L. Contract Provisions
 - M. Agreement
 - N. Specifications
 - O. Drawing
 - P. Pennsylvania Steel Products Procurement Act Certificate of Compliance
 - Q. Pennsylvania Public Works Employment Verification Form
6. The Contractor agrees to perform all of the work described in the Contract Documents and as shown on the Bid Proposal for **Bid (Bituminous Seal Coat and Traffic Control)** for the total unit cost sum of \$ _____.
7. Upon completion and settlement of all claims, the Owner will pay the entire contract price.

8. 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.
9. 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.
10. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

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

OWNER:

CONTRACTOR:

By _____

By _____

(Printed)

(Printed)

Title

Title

Address

Address

Telephone

Telephone

NOTICE TO PROCEED

TO:

DATE:

PROJECT DESCRIPTION: **Contract LIGTWP 2026-01**
 Ligonier Township 2026 Seal Coat Program

You are hereby notified to proceed in accordance with the Agreement dated _____, and you are to complete all Seal Coat by _____, 2025, unless the period for completion is otherwise modified by the Contract Documents.

TOWNSHIP OF LIGONIER
Westmoreland County, Pennsylvania

By _____

Printed _____

Title _____

You are required to return an acknowledgment of this Notice to Proceed to Ligonier Township, One Municipal Park Dr, Ligonier, Pennsylvania 15658.

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.

PERFORMANCE BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>
<p>Owner</p> <p>Name: _____</p> <p>Mailing address (<i>principal place of business</i>): _____</p>	<p>Contract</p> <p>Description (<i>name and location</i>): _____</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:</p> <p><input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<p>By: _____</p> <p align="center"><i>(Full formal name of Contractor)</i></p> <p>By: _____</p> <p align="center"><i>(Signature)</i></p>	<p>By: _____</p> <p align="center"><i>(Full formal name of Surety) (corporate seal)</i></p> <p>By: _____</p> <p align="center"><i>(Signature)(Attach Power of Attorney)</i></p>
<p>Name: _____</p> <p align="center"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p align="center"><i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Attest: _____</p> <p align="center"><i>(Signature)</i></p>	<p>Attest: _____</p> <p align="center"><i>(Signature)</i></p>
<p>Name: _____</p> <p align="center"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p align="center"><i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows:

PAYMENT BOND

<p>Contractor</p> <p>Name:</p> <p>Address <i>(principal place of business)</i>:</p>	<p>Surety</p> <p>Name:</p> <p>Address <i>(principal place of business)</i>:</p>
<p>Owner</p> <p>Name:</p> <p>Mailing address <i>(principal place of business)</i>:</p>	<p>Contract</p> <p>Description <i>(name and location)</i>:</p> <p>Contract Price:</p> <p>Effective Date of Contract:</p>
<p>Bond</p> <p>Bond Amount:</p> <p>Date of Bond:</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:</p> <p><input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<p>By: _____</p> <p align="center"><i>(Full formal name of Contractor)</i></p> <p>By: _____</p> <p align="center"><i>(Signature)</i></p> <p>Name: _____</p> <p align="center"><i>(Printed or typed)</i></p> <p>Title: _____</p> <p>Attest: _____</p> <p align="center"><i>(Signature)</i></p> <p>Name: _____</p> <p align="center"><i>(Printed or typed)</i></p> <p>Title: _____</p>	<p>By: _____</p> <p align="center"><i>(Full formal name of Surety) (corporate seal)</i></p> <p>By: _____</p> <p align="center"><i>(Signature)(Attach Power of Attorney)</i></p> <p>Name: _____</p> <p align="center"><i>(Printed or typed)</i></p> <p>Title: _____</p> <p>Attest: _____</p> <p align="center"><i>(Signature)</i></p> <p>Name: _____</p> <p align="center"><i>(Printed or typed)</i></p> <p>Title: _____</p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

17. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
18. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
19. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
20. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
21. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 21.1. Claimants who do not have a direct contract with the Contractor
 - 121..1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 121..2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 21.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
22. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
23. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 23.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 23.2. Pay or arrange for payment of any undisputed amounts.
24. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the

Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

25. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
26. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
27. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
28. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
29. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
30. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
31. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
32. Definitions
 - 32.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 132..1. The name of the Claimant;
 - 132..2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 132..3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

- 132..4. A brief description of the labor, materials, or equipment furnished;
 - 132..5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 132..6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 132..7. The total amount of previous payments received by the Claimant; and
 - 132..8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 32.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 32.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 32.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 32.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
33. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
34. Modifications to this Bond are as follows:

Article 5 – Specifications

ARTICLE 5 – Specifications

Execute all WORK in accordance with this project manual, drawings and details and in accordance with PennDOT Publication 408, latest edition, plus all subsequent updates and revisions, and as summarized below. Conflicts between PennDOT publication and this project manual, drawings and details shall be governed by the project manual, drawings and details. All references to “Engineer”, “Secretary”, “Department”, and “State Treasurer” in the PennDOT Publications shall be read to mean OWNER.

ITEM 1 - - Bituminous Seal Coat (SRL-G)

Perform all work per PennDOT 408 and as follows:

1. DESCRIPTION

This work is the application of bituminous material immediately followed by application of coarse aggregate, per Publication 408, Section 470.

2. MATERIAL

- A. **Bituminous Seal Coat Material.** Polymer-modified Cationic Emulsified Asphalt (CRS – 2P), per Publication 408 Section 702.
- B. **Coarse Aggregate.** Satisfy requirements for Type A aggregates as specified in Publication 408, Section 703.2(a), with the SRL designated in the Contract Item. No slag may be utilized on this contract. The flat and elongated particles shall not exceed 10% based on the 5:1 ratio, when measured according to ASTM D 4791. Supply aggregate from a source listed in Bulletin 14. The Contractor may use an aggregate or blends of aggregate with an SRL equal to or better than that specified. Blends are 50% by weight of each aggregate. Mix the aggregate by an approved method. Aggregate gradation shall follow AASHTO #8 or AASHTO #7, except that the amount of material passing #200 sieve shall not exceed one (1) percent.
- C. **Mix Design.** Design the seal coat according to the method in Appendix E of Bulletin 27 (Pennsylvania Design Method for Seal Coats and Surface Treatments) effective March 30, 2019.

3. CONSTRUCTION

At least 2 weeks before the scheduled start date, submit a seal coat design for the Representative’s review. If the source of gradation of aggregate changes or type of polymer-modified asphalt emulsions changes, submit a new design.

- A. **Seasonal Limitations.** Seal coat shall be placed between May 1 and September 1.
- B. **Temperature and Weather Limitations.** Apply the polymer-modified emulsion when the ambient temperature, surface and aggregate temperature is above 60° F, unless allowed in writing the Representative. Do not apply polymer-modified asphalt emulsion if, in the Representative’s opinion, rain is imminent or if the Representative expects the temperature to drop below 35° F within 24 hours after application. Suspend work in case of wind chill or abnormally high relative humidity.

- C. **Preparing Existing Surface.** Remove and dispose of all unsuitable material. Use a power broom to clean the surface from dust, dirt, and debris. Ensure that cleaning is properly extended to the pavement edges. Remove any excess bituminous material from sealed or patched areas before applying the bituminous binder. Use hand scraping or power blading if necessary. Where indicated, seal cracks as specified in Publication 408, Section 469.3(d).
- D. **Application of Bituminous Material.** Publication 408, Section 470.3(b). Using a specifically designed trailer system, apply bituminous material at a rate of 0.2 gallon per square yard to 0.80 gallon per square yard in accordance with the specified project's requirements. Apply when the entire surface is in a condition to allow satisfactory material penetration and adhesion. Gage quantity of material placed at one time to maintain the requirements for handling, spreading, and rolling coarse aggregate, as well as the temperature of the surface and bituminous material. Ensure uniformity at the junction of two applications. Ensure that the application temperature is within the specified range for bituminous material. Application of the bituminous material must be consistent and uniform in both transverse and longitudinal directions. In case of erratic and nonuniform application, suspend the operation until the problem is properly addressed.
- E. **Spreading and Rolling Coarse Aggregate.** Publication 408, Section 470.3(c). Before spreading aggregate, calibrate the spreader using a method acceptable to the Inspector-in-charge. Immediately after applying the bituminous material uniformly spread a single layer of coarse aggregate at the design rate using a mechanical spreader capable of spreading 15 pounds per square yard to 25 pounds per square yard. The application rate of chips shall provide complete coverage of the surface, with no deficient areas. No asphalt shall cover the aggregate. The spreader shall be self-propelled equipped with pneumatic tires and equipped with a screen to remove oversized material. The spreader shall follow the bitumen distributor within 100 feet.

Roll the aggregate with pneumatic-tire rollers, as specified in Section 1 08.05 (c) 3.f.

Use a contact pressure from 40 pounds per square inch to 50 pounds per square inch. This surface treatment requires a least two rollers passes. Rollers shall follow the aggregate spreader closely and embed the aggregate into the emulsion before breaking. The roller's speed shall be slow enough to prevent pushing the chips.

- F. **Protection of Surface.** Publication 408, Section 470.3(d). Do not allow vehicular traffic or loads on the newly completed surface until the material obtains adequate stability and adhesion and the material is sufficiently cured to prevent distortion, flushing of bituminous material to the surface, and loss of aggregate. Maintain the Work Zone in compliance with Pub. 213.
- G. **Special Considerations.** As per the pre-construction survey, the rate of asphalt application may need to be adjusted to address the condition of the surface to be treated. Surfaces that have significant cracks wider than 1/8 inch and/or are severely cracked require a 10% or more increase in the rate of emulsion application. All cracks wider than 1/8 inch need to be sealed in accordance with Publication 408 Section 469.3(d).

4. MEASUREMENT AND PAYMENT.

Area Basis. Square Yard. Includes all materials including Asphalt Joint and Crack Sealing.

(End of Specifications)

Appendix A – Quantity Tabulations

LIGONIER TOWSHIP SUPERVISORS
CONTRACT NO. 2026-01 Seal Coat Program

Single Coat

Road #	Road	Length (miles)	Road Area (sy)
T-518	Charlotte Drive	0.23	2,927
T-512	Hi Acre Drive	0.20	2,408
T-613	Mountain Road	1.19	12,566
T-614	Wildview Drive	0.22	2,323
T-657	Nicely Road	0.66	6,273
T-976	Brallier Drive	0.65	4,576
T-978	Thomas Road	1.58	16,685
T-574	Buell Lane	0.31	2,182
T-360	Byers Lane	0.18	1,814
T-630	California Avenue	0.24	2,253
T-631	Center Street	0.17	1,596
T-575	Crossmead Drive	0.16	1,743
T-506	Darr Street	0.08	657
T-576	Edgemont Road	0.41	4,663
T-960	Jacob Miller Road	0.92	6,476
T-604	Locust Street	0.12	845
T-972	Old Linn Run Road	0.70	7,576
T-637	Peters Road	1.15	14,783
T-375	Pheasant Circle	0.29	2,382
T-577	Presidents Drive	0.35	3,731
T-568	School Street	0.19	1,783
T-658	Weaver Mill Road	0.92	9,818
T-602	Weimer Avenue	0.18	1,267
T-636	Country Club Road	1.26	11,827
T-601	Slater Road	0.75	8,463
T-950	Old Lincoln Highway East	1.43	14,943
	Municipal Complex		7,602
			154,159
	Traffic Control		

Appendix B – Project Location Map

Ligonier Township - 2026 Road Maintenance Plan

THE EADS GROUP
 Engineering, Architecture & Design Services
 Somerset Office
 450 Aberdeen Drive
 Somerset, PA 15501
 Ph: (814) 445-6551
www.eadsgroup.com

Prepared For:
 Ligonier Township
 Supervisors
 1 Municipal Park Dr.
 Ligonier, PA 15658
 PH: (724) 238-7464

Legend:

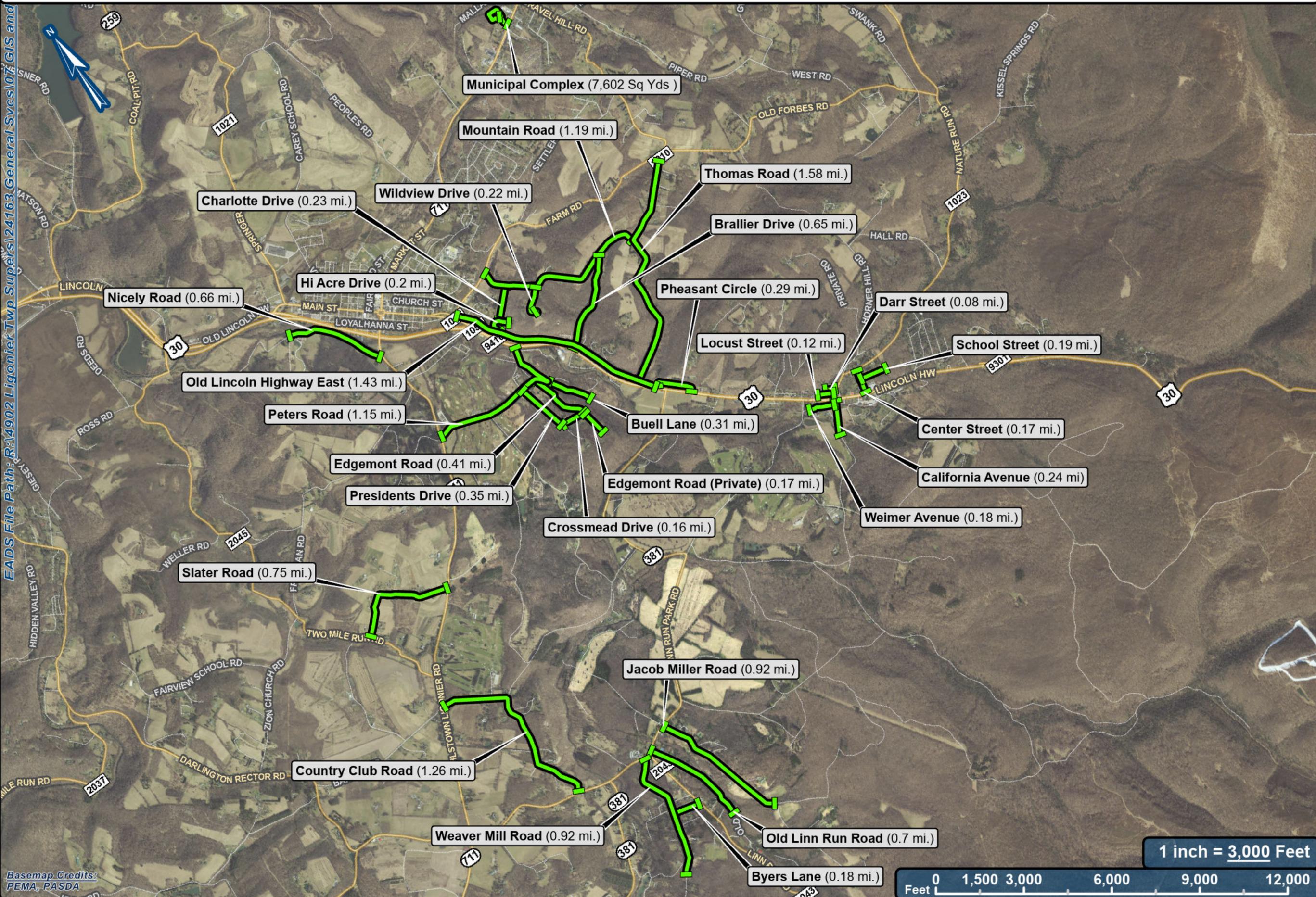
2026 Road Maint. Plan
 SINGLE SEAL

Notes:

Ligonier Township
 2026 Seal Coat Program

Creation Date: 2/11/26
 Revised Date: 2/11/26
 Created By: T.A.M.
 Checked By: B.W.F.

Sheet 1



EADS File Path: R:\4902 Ligonier Twp Supers\24163 General Svcs\07 GIS and

Basemap Credits:
 PEMA, PASDA



Appendix C – Prevailing Wage Rates

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

Project Name:	Ligonier Township 2026 Seal Coat Paving Project
General Description:	Bituminous Seal Coat of approximately 156,000 square yards of Township Roads. Traffic control as needed for project. The project includes 26 Township Roads.
Project Locality	Ligonier Township, Westmorelan
Awarding Agency:	Ligonier Township Supervisors
Contract Award Date:	4/15/2026
Serial Number:	26-01384
Project Classification:	Heavy/Highway
Determination Date:	2/12/2026
Assigned Field Office:	Pittsburgh
Field Office Phone Number:	(412)565-5300
Toll Free Phone Number:	(877)504-8354
Project County:	Westmoreland County

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

Project: 26-01384 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	8/1/2024		\$43.40	\$29.51	\$72.91
Asbestos & Insulation Workers	8/1/2025		\$45.10	\$30.31	\$75.41
Boilermakers	6/1/2016		\$40.90	\$27.61	\$68.51
Bricklayer	6/1/2025		\$41.05	\$25.86	\$66.91
Bricklayer	12/1/2025		\$41.55	\$26.36	\$67.91
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2024		\$41.49	\$19.93	\$61.42
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2025		\$43.34	\$19.93	\$63.27
Cement Mason/Concrete Finisher	6/1/2019		\$31.27	\$19.39	\$50.66
Cement Masons	6/1/2025		\$35.52	\$25.64	\$61.16
Drywall Finisher	1/1/2025		\$34.01	\$24.63	\$58.64
Drywall Finisher	6/1/2025		\$35.16	\$25.98	\$61.14
Electricians & Telecommunications Installation Technician	12/27/2024		\$50.86	\$32.69	\$83.55
Electricians & Telecommunications Installation Technician	12/26/2025		\$53.11	\$33.72	\$86.83
Elevator Constructor	1/1/2025		\$61.07	\$40.05	\$101.12
Elevator Constructor	1/1/2026		\$63.71	\$40.89	\$104.60
Glazier	9/1/2024		\$37.06	\$31.89	\$68.95
Glazier	9/1/2025		\$38.70	\$33.75	\$72.45
Iron Workers	6/1/2024		\$39.89	\$36.47	\$76.36
Iron Workers	6/1/2025		\$41.50	\$37.36	\$78.86
Laborers (Class 01 - See notes)	1/1/2025		\$27.32	\$19.96	\$47.28
Laborers (Class 01 - See notes)	1/1/2026		\$27.82	\$20.46	\$48.28
Laborers (Class 02 - See notes)	1/1/2025		\$27.47	\$19.96	\$47.43
Laborers (Class 02 - See notes)	1/1/2026		\$27.97	\$20.46	\$48.43
Laborers (Class 03 - See notes)	1/1/2025		\$30.47	\$19.96	\$50.43
Laborers (Class 03 - See notes)	1/1/2026		\$30.97	\$20.46	\$51.43
Landscape Laborer (Skilled)	1/1/2025		\$25.79	\$18.78	\$44.57
Landscape Laborer (Skilled)	1/1/2026		\$26.79	\$19.03	\$45.82
Landscape Laborer (Tractor Operator)	1/1/2025		\$26.09	\$18.78	\$44.87
Landscape Laborer (Tractor Operator)	1/1/2026		\$27.09	\$19.03	\$46.12
Landscape Laborer	1/1/2025		\$25.37	\$18.78	\$44.15
Landscape Laborer	1/1/2026		\$26.37	\$19.03	\$45.40
Millwright	6/1/2020		\$41.68	\$20.32	\$62.00
Operators (Class 01 - see notes)	6/1/2024		\$41.69	\$24.39	\$66.08
Operators (Class 01 - see notes)	6/1/2025		\$42.72	\$24.79	\$67.51
Operators (Class 01 - see notes)	6/1/2026		\$43.74	\$25.29	\$69.03
Operators (Class 02 -see notes)	6/1/2024		\$35.62	\$24.39	\$60.01
Operators (Class 02 -see notes)	6/1/2025		\$36.67	\$24.79	\$61.46
Operators (Class 02 -see notes)	6/1/2026		\$37.67	\$25.29	\$62.96
Operators (Class 03 - See notes)	6/1/2024		\$32.83	\$24.39	\$57.22
Operators (Class 03 - See notes)	6/1/2025		\$33.88	\$24.79	\$58.67

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

Project: 26-01384 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 03 - See notes)	6/1/2026		\$34.88	\$25.29	\$60.17
Painters Class 6 (see notes)	6/1/2024		\$32.14	\$24.93	\$57.07
Painters Class 6 (see notes)	6/1/2025		\$34.16	\$25.81	\$59.97
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Plasterers	6/1/2024		\$33.14	\$21.04	\$54.18
Plumbers and Steamfitters	6/1/2025		\$41.47	\$27.71	\$69.18
Plumbers and Steamfitters	6/1/2026		\$42.92	\$28.45	\$71.37
Pointers, Caulkers, Cleaners	6/1/2025		\$40.66	\$21.99	\$62.65
Pointers, Caulkers, Cleaners	12/1/2025		\$41.50	\$22.50	\$64.00
Roofers	6/1/2025		\$39.91	\$20.76	\$60.67
Roofers	12/1/2025		\$41.21	\$21.46	\$62.67
Sheet Metal Workers	7/1/2024		\$43.00	\$33.96	\$76.96
Sheet Metal Workers	7/1/2025		\$45.00	\$35.16	\$80.16
Sign Makers and Hangars	7/15/2024		\$32.32	\$25.82	\$58.14
Sign Makers and Hangars	7/15/2025		\$33.48	\$26.41	\$59.89
Sprinklerfitters	4/1/2024		\$46.45	\$28.62	\$75.07
Sprinklerfitters	4/1/2025		\$49.75	\$29.21	\$78.96
Steamfitters	6/1/2024		\$48.15	\$29.57	\$77.72
Steamfitters	6/1/2025		\$50.20	\$31.02	\$81.22
Stone Masons	12/1/2022		\$38.56	\$23.61	\$62.17
Terrazzo Finisher	6/1/2025		\$41.73	\$19.03	\$60.76
Terrazzo Finisher	12/1/2025		\$42.75	\$19.51	\$62.26
Terrazzo Mechanics	6/1/2025		\$41.13	\$21.28	\$62.41
Terrazzo Mechanics	12/1/2025		\$42.15	\$21.76	\$63.91
Tile Finisher	6/1/2025		\$33.24	\$18.36	\$51.60
Tile Finisher	12/1/2025		\$33.99	\$18.71	\$52.70
Tile Setter	6/1/2025		\$40.15	\$22.80	\$62.95
Tile Setter	12/1/2025		\$40.80	\$23.25	\$64.05
Truckdriver class 1(see notes)	1/1/2025		\$36.43	\$23.21	\$59.64
Truckdriver class 1(see notes)	1/1/2026		\$37.93	\$23.71	\$61.64
Truckdriver class 2 (see notes)	1/1/2025		\$36.89	\$23.52	\$60.41
Truckdriver class 2 (see notes)	1/1/2026		\$38.39	\$24.02	\$62.41
Window Film / Tint Installer	10/1/2019		\$25.00	\$2.63	\$27.63

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

Project: 26-01384 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2025		\$41.35	\$22.09	\$63.44
Carpenter	1/1/2026		\$42.60	\$22.84	\$65.44
Carpenter Welder	1/1/2025		\$42.85	\$22.09	\$64.94
Carpenter Welder	1/1/2026		\$44.10	\$22.84	\$66.94
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Cement Finishers	1/1/2024		\$35.14	\$26.30	\$61.44
Cement Finishers	1/1/2025		\$35.94	\$27.50	\$63.44
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Electric Lineman	6/2/2025		\$57.10	\$31.63	\$88.73
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2025		\$41.50	\$37.36	\$78.86
Laborers (Class 01 - See notes)	1/1/2025		\$33.70	\$26.00	\$59.70
Laborers (Class 01 - See notes)	1/1/2026		\$34.70	\$27.00	\$61.70
Laborers (Class 02 - See notes)	1/1/2025		\$33.86	\$26.00	\$59.86
Laborers (Class 02 - See notes)	1/1/2026		\$34.86	\$27.00	\$61.86
Laborers (Class 03 - See notes)	1/1/2025		\$34.25	\$26.00	\$60.25
Laborers (Class 03 - See notes)	1/1/2026		\$35.25	\$27.00	\$62.25
Laborers (Class 04 - See notes)	1/1/2025		\$34.70	\$26.00	\$60.70
Laborers (Class 04 - See notes)	1/1/2026		\$35.70	\$27.00	\$62.70
Laborers (Class 05 - See notes)	1/1/2025		\$35.11	\$26.00	\$61.11
Laborers (Class 05 - See notes)	1/1/2026		\$36.11	\$27.00	\$63.11
Laborers (Class 06 - See notes)	1/1/2025		\$31.95	\$26.00	\$57.95
Laborers (Class 06 - See notes)	1/1/2026		\$32.95	\$27.00	\$59.95
Laborers (Class 07 - See notes)	1/1/2025		\$34.70	\$26.00	\$60.70
Laborers (Class 07 - See notes)	1/1/2026		\$35.70	\$27.00	\$62.70
Laborers (Class 08 - See notes)	1/1/2025		\$36.20	\$26.00	\$62.20
Laborers (Class 08 - See notes)	1/1/2026		\$37.20	\$27.00	\$64.20
Millwright	6/1/2024		\$47.59	\$23.72	\$71.31
Millwright	6/1/2025		\$49.72	\$23.72	\$73.44
Operators (Class 01 - see notes)	1/1/2025		\$40.39	\$24.23	\$64.62
Operators (Class 01 - see notes)	1/1/2026		\$41.96	\$24.66	\$66.62
Operators (Class 02 -see notes)	1/1/2025		\$40.13	\$24.23	\$64.36
Operators (Class 02 -see notes)	1/1/2026		\$41.70	\$24.66	\$66.36
Operators (Class 03 - See notes)	1/1/2025		\$36.48	\$24.23	\$60.71
Operators (Class 03 - See notes)	1/1/2026		\$38.05	\$24.66	\$62.71
Operators (Class 04 - See notes)	1/1/2025		\$36.02	\$24.23	\$60.25
Operators (Class 04 - See notes)	1/1/2026		\$37.59	\$24.66	\$62.25
Operators (Class 05 - See notes)	1/1/2025		\$35.77	\$24.23	\$60.00
Operators (Class 05 - See notes)	1/1/2026		\$37.34	\$24.66	\$62.00
Operators Class 1-A	1/1/2025		\$43.39	\$24.23	\$67.62
Operators Class 1-A	1/1/2026		\$44.96	\$24.66	\$69.62
Operators Class 1-B	1/1/2025		\$42.39	\$24.23	\$66.62
Operators Class 1-B	1/1/2026		\$43.96	\$24.66	\$68.62
Painters Class 1 (see notes)	6/1/2022		\$34.45	\$22.82	\$57.27

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

Project: 26-01384 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Painters Class 2 (see notes)	6/1/2024		\$38.09	\$24.93	\$63.02
Painters Class 2 (see notes)	6/1/2025		\$40.36	\$25.81	\$66.17
Painters Class 3 (see notes)	6/1/2024		\$40.66	\$24.93	\$65.59
Painters Class 3 (see notes)	6/1/2025		\$43.68	\$25.81	\$69.49
Painters Class 4 (see notes)	6/1/2019		\$28.20	\$20.06	\$48.26
Painters Class 5 (see notes)	6/1/2019		\$22.91	\$20.06	\$42.97
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$48.43	\$40.28	\$88.71
Truckdriver class 1(see notes)	1/1/2025		\$36.43	\$23.21	\$59.64
Truckdriver class 1(see notes)	1/1/2026		\$37.93	\$23.71	\$61.64
Truckdriver class 2 (see notes)	1/1/2025		\$36.89	\$23.52	\$60.41
Truckdriver class 2 (see notes)	1/1/2026		\$38.39	\$24.02	\$62.41