

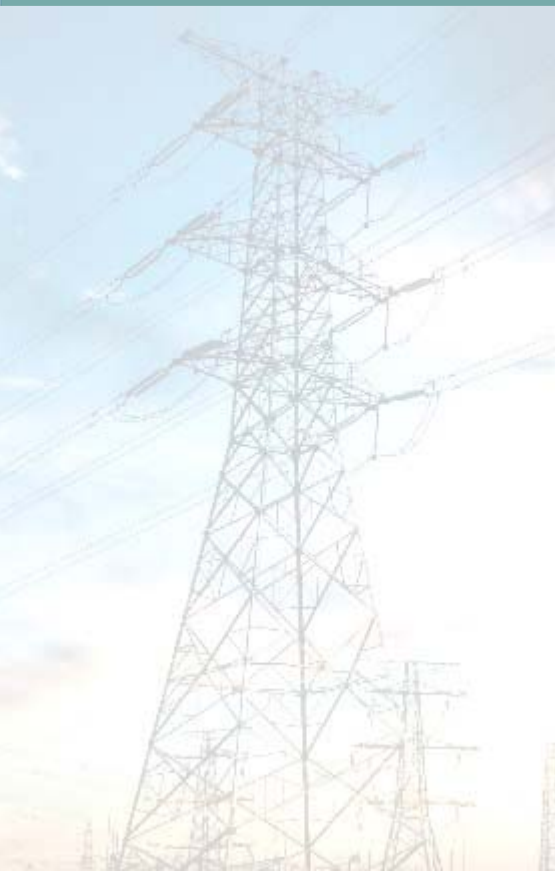
PREPARED BY GDS ASSOCIATES, INC.

BOC

BOROUGH OF
CHAMBERSBURG, PA

*Falling Spring Design/Build,
Gas-Fired Generation*

November 6, 2020



*Borough of
Chambersburg*

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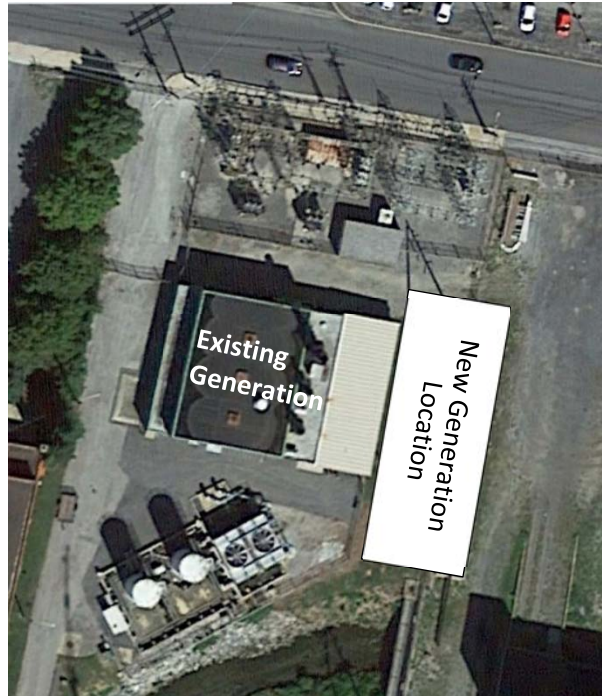
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1 Overview

The Borough of Chambersburg, Pennsylvania (“BOC”) is seeking proposals for design and build power generation to be located at the Falling Spring Generation Station (“Facility”). Currently, BOC owns three Fairbanks Morse, dual fueled, reciprocating engines with a combined 7,000 kW capacity which are located at the Facility. BOC is considering two options for Falling Spring:

1. Adding approximately 3,000 kW of additional generation located next to the existing facility as shown in the picture,
2. Replacing the existing generation with 7,000 kW of new generation to be located next to the current Falling Springs facility.



BOC will consider both combustion turbine packages as well as reciprocating engine packages. All proposals are to include appropriate emission control systems to meet

New Source Performance Standards. Bidders can submit proposals for either option or both. All proposals that include both options must be structured with pricing and scope of supply clearly identified for each option. Proposals are due December 4, 2020 at 5:00pm EST.

GDS Associates, Inc. is assisting BOC with the RFP process. Any questions associated with the Request for Proposals (“RFP”) can be directed to BOCGenRFP@gdsassociates.com.

GDS Associates, Inc.	
1850 Parkway Place, Suite 800	
Marietta, GA 30067	
Attention:	Ms. Erin Shealy Senior Project Manager
Direct:	770-799-2471
Email:	BOCGenRFP@gdsassociates.com

1.1 SCHEDULE

The following schedule and deadlines apply to this solicitation:

Event	Date
Issue RFP	November 6, 2020
Pre-bid Meeting via Conference Call	November 13, 2020
Proposals Due	December 4, 2020
Short-List Notification / Commence Negotiations	End of 2020
Complete Contract Negotiations / Execute Contract	Spring 2021

All questions regarding RFP content or the proposed Project must be submitted by November 20, 2020. **Questions are to be submitted by email to BOCGenRFP@gdsassociates.com.**

The proposal process begins with the issuing of this RFP on November 6, 2020, and will continue until 5:00 PM, December 4, 2020, (the “Proposal Due Date”). Responses to this RFP received after the Proposal Due Date may, in the sole discretion of BOC, be deemed non-responsive and given no further consideration in this RFP process.

Should any addenda to the RFP be necessary, such addenda will be issued via the RFP website, <https://www.gdsassociates.com/requests-for-proposals/>, and potential Bidders are expected to monitor the RFP website for updates.

BOC anticipates a Facility Commercial Operation Date (“COD”) on or before June 1, 2022 at the latest, however, COD may be refined during contract negotiations to reflect specific project timelines. If an alternative COD is expected, please state the expected project completion date.

1.2 WORK UNDER THIS CONTRACT

This work will result in a Stipulated Sum Contract and cost of all work required by the Contract Documents is included in the Contract Price. Scope of this Project shall be as stated elsewhere within this Summary.

2 Project Scope

2.1 PROJECT 1 - FALLING SPRING ADDITIONAL 3,000 KW GENERATION

BOC requires that Bidders submitting proposals contemplate the construction of dual fuel (natural gas and fuel oil) new generation facility of between 2,700-kW to 3,300-kW (“Project 1”), to be located next to the existing Facility. This RFP is for the procurement of Reciprocating Internal Combustion Engine (“RICE”) or Combustion Turbine (“CT”) generation only. Proposals are to include all ancillary systems needed to operate as a stand-alone system. Cooling is to be provided using fan/coil dry type cooling towers. Fuel supply, water and electrical connections will be provided by BOC within two (2) feet of the new generation location. Control systems must interface with BOC

SCADA system. Electricity from the new generation package must generated at 4,160 volts. Natural gas pressure will vary between 30 psig and 50 psig. The site selected for this project is approximately 50' by 100' and located immediately adjacent to the existing Falling Spring facility. Proposed new generation facility can exceed this dimension and Proposal shall clearly identify the dimensions of the proposed facility include a site plan showing location of major equipment and electrical, fuel and water interconnections.

Responses to this RFP must include sufficient detail to allow BOC to determine whether the proposed Project 1 will economically and reliably meet BOC's requirements over the projected minimum 30 year project life. BOC will review and may utilize all information, if any, submitted by a Bidder, which is not specifically requested. Also, BOC reserves the right to request additional information from Bidders during the proposal evaluation process. *Although it is anticipated the Project shall have a separate building for housing of all equipment, a project which utilizes a packaged, self-contained system is acceptable.*

2.2 PROJECT 2 - FALLING SPRING 7,000 KW REPLACEMENT OF EXISTING GENERATION

BOC requires that Bidders submitting proposals contemplate the construction of dual fuel (natural gas and fuel oil) new generation facility of between 7,000-kW to 7,500-kW ("Project 2"), to be located next to the existing Facility. This RFP is for the procurement of RICE or CT generation only. Proposals are to include all ancillary systems needed to operate as a stand-alone system. Cooling is to be provided using fan/coil dry type cooling towers. Fuel supply, water and electrical connections will be provided by BOC within two (2) feet of the new generation location. Control systems must interface with BOC SCADA system. Electricity from the new generation package must generated at 4,160 volts. Natural gas pressure will vary between 30 psig and 50 psig. The site selected for this project is approximately 50' by 100' and located immediately adjacent to the existing Falling Spring facility. Proposed new generation facility can exceed this dimension and Proposal shall clearly identify the dimensions of the proposed facility and include a site plan showing location of major equipment and electrical, fuel and water interconnections.

Responses to this RFP must include sufficient detail to allow BOC to determine whether the proposed Project 2 will economically and reliably meet BOC's requirements over the minimum 30 year project life. BOC will review and may utilize all information, if any, submitted by a Bidder, which is not specifically requested. Also, BOC reserves the right to request additional information from Bidders during the proposal evaluation process.

2.3 INCLUDED SCOPE OF BOTH PROJECTS

This Project includes the furnishing of all labor, transportation, tools, machinery, equipment, formwork, specified materials, and any other item necessary to facilitate the construction, installation, and/or erection of the Project. The project is to include the following:

1. Building, containers, foundations, HVAC, etc. necessary for housing the Project(s) equipment.
2. Natural gas compressor(s) to boost gas pressure from 30 psia to pressure necessary for fueling of RICE/CT generation packages.
3. All necessary emission control equipment necessary to meet New Source Performance Standards and Pennsylvania emissions requirements for new generation sources.
4. All control systems needed to operate the Project and interface with OWNER'S control system at the existing Facility.
5. Fan/coil dry type self-contained cooling system capable of ensuring unit operation at design ambient conditions. (Project 1 only)
6. All necessary auxiliary systems within the Project enclosure, including but not limited to: air intakes and filtration, exhaust silencers, water chemistry, necessary electrical systems, piping, lubrication systems, emissions equipment, monitor and control, and exhaust stack.
7. Electrical connection within facility housing for each generator at 4,160 volts for BOC to connect to substation. Conduit into the generator building to be routed under ground to the northeast corner of facility to a point within two (2) feet of the building so BOC can route cables to the interconnection point.
8. All natural gas piping within three feet of Project structures. (Project 1 only).
9. Perform subsurface investigation to determine final design data and construction methods.
10. Prepare design drawings and submittals and shop drawings for approval.
11. Provide and/or purchase and supply all equipment.
12. Clear and grade Site for generation building, container(s), and cooling towers.
13. Construct foundation, grade beams (w/anchor bolts), slab, and trenches for engine generator set in building, cooling towers, substation, and fuel tank.
14. Connect to water and sewer lines at existing utility locations.
15. Furnish and erect building and accessories.
16. Construct electrical, HVAC, and plumbing systems in new building.
17. Construct Switchgear Room, and Oil Storage Room in new building.
18. Fuel oil storage and fueling systems capable of providing 36 hours of operation.
19. Construct concrete aprons, platforms, delivery area oil/water separation, containment(s) and other Site structures.
20. Install mechanical equipment and tie-in piping.
21. Install electrical equipment and tie-in conductors.
22. Check out all equipment systems.
23. Start-up and testing of all equipment.
24. Perform project Performance Testing.
25. Meet or exceed all Project Performance requirements.

2.4 EXCLUDED SCOPE

Work by OWNER and others includes, but is not limited to, that shown in the list below. DESIGN/BUILDER shall note that this work will be performed concurrently with its own work activities at the Site, and DESIGN/BUILDER shall cooperate in every way in planning and performing its own work so as not to interfere with or disturb OWNER's activities and work by OWNER's forces, as well as the deliveries of equipment and other goods and the work of other contractors at the Site. The OWNER and OWNER'S Consultant will coordinate the work by the various contractors with the work to be completed under this Contract.

The following is excluded from Bidders Scope of work:

1. Electrical interconnection between GSU and substation.
2. Natural Gas connection to BOC supply line.
3. Air emissions permitting.

2.5 PROJECT PRODUCTS AND MATERIALS

All equipment, materials, and products required by the work defined in the Project Scope and shall be the DESIGN/BUILDER to supply, furnish and install.

2.6 WORK SEQUENCE

Coordinate construction progress schedule and operations with OWNER'S Consultant. The work by OWNER and others outlined in Paragraph 2.2 above and the order of items in Paragraph 2.1 above can be used by DESIGN/BUILDER in preparing the construction schedule.

2.7 DEFINED TERMS

Terms used in this RFP defined in the Standard General Conditions of the Contract Between OWNER and Design/Builder. Certain additional terms used in this RFP have the meanings indicated below.

1. *Proposal Documents* - The Advertisement or Invitation, Request for Proposal, Proposal Form, and the proposed Contract Documents (including all Addenda issued prior to acceptance of Proposals).
2. *Bidder* - one who submits a Proposal directly to OWNER.
3. *Self-Contained System* – Generation package which the engine generator, auxiliary systems, controls, emissions controls are containerized.
4. *Prime Mover/Generator* – Combustion turbine or reciprocating internal combustion engine and generator package.
5. *Stipulated Sum* – the lump- sum all in price from the Bidders to perform the work as described in the Proposal Documents and modified by the Proposal.
6. *Design/Builder* - the Bidders to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

3 Proposal Required Documentation

3.1 DOCUMENTS REQUIRED

The following documents shall be provided with the proposal:

1. RFP Documents:
 - a. Appendix A – Proposal Form
 - b. Appendix B - Data Sheets for either RICE or CT
 - c. Appendix C – List of subcontractors
 - d. Appendix D – Wage and Hour Restrictions
 - e. Appendix E – General Terms and Conditions
2. Equipment specifications for the following:
 - a. RICE/CT package
 - b. Gas compressors
 - c. Emissions control equipment
 - d. Control systems, including interface data requirements and protocol
3. Project schedule
4. Project Spending Curve
5. Required Drawings:
 - a. Preliminary Site Plan including necessary construction laydown areas
 - b. Building equipment layout and locations
 - c. System Single Line Diagram

3.2 BIDDERS QUALIFICATIONS

To demonstrate qualifications to perform the work, each Bidder shall include with Proposal written evidence, such as financial data, previous experience, present commitments and other such data as may be called for below. Each Proposal must contain evidence of Bidder's qualification to do business in the state of Pennsylvania or covenant to obtain such qualification prior to award of the contract.

3.3 DESIGNATION OF ENGINEER

The individual or entity that will be providing Design Professional Services shall be listed in the Proposal.

3.4 OPERATION AND MAINTENANCE PLAN

1. Spare parts or materials
 - a. List to be provided and stored on site or nearby. Include in Lump Sum Price and break out item cost with list.
 - b. List to be available within 24-hours. Not in Lump Sum Price.
 - c. List special tools to be provided for operation and maintenance. Include in lump sum price and breakout item cost with list.
2. Operation and Maintenance
 - a. Schedule of Manufacturer required and recommended maintenance or replacement milestones for Prime Mover and Generators, cooling towers, electrical system, protective equipment, and exhaust and combustion air treatment devices. Provide milestone dates or operating hours as appropriate with associated expected cost of material, lifting, transportation and labor. Milestones should list expected outage time, requirements for specialized labor, unit exchange, special lifting and crane rental requirements.
 - b. Provide operational sequence for
 - i. Automated remote start stop and load control.
 - ii. Manual override operation for remote command and local command.
 - iii. Operational devices for monitoring performance and conditions.
 - iv. Readings to be recorded for maintenance and trending.
 - v. List of emergency shutdowns and alarm devices.

3.5 PROJECT PROPOSAL ASSUMPTIONS

Proposal shall include explicit identification of assumptions used in the preparing of the proposal and costs for the Project(s) which includes, but is not limited to, effects of specific site conditions. If the assumptions are not identified in the Proposal, then it is assumed the Bidder fully understands the above, including the site conditions, and the Proposal includes all anticipated costs for project completion.

1. Bidder is subject to the provisions of the Pennsylvania Steel Products Procurement Act of 1978, P.L. 6, as amended. The Act and amendments require that the Bidder use or furnish only steel products (as defined in the Act and amendments) which have been milled, melted, and manufactured in the United States.
2. Bidder is subject to the provisions of Pennsylvania Act 247 of 1972, as amended, relating to the prevention of environmental pollution and the preservation of public natural resources.
3. Bidder is subject to the provisions of the Pennsylvania Human Relations Act No. 222 of 1955, as amended.

4. Bidder shall comply with the Antidid-Rigging Act, 62 Pa.C.S.A §4501, et seq.
5. Bidder acknowledges and understands that any information received by the BOC may be subject to the Pennsylvania Right to Know Law, 65 P.S. § 67.101 et seq., and the BOC will process any and all requests made pursuant to the Pennsylvania Right to Know Law in accordance with the Right to Know Law.
6. Proposal shall be based upon the attached sample Agreement.
7. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment Bonds.

3.6 **ADDITIONAL QUALIFYING MATERIALS**

If the OWNER or OWNER's Consultant does not find the materials submitted sufficient, then specific requests for additional data, qualifying experience, etc. will be made.

4 Examination of Contract Documents and Site

4.1 **BIDDER'S RESPONSIBILITIES**

1. It is the responsibility of each Bidder before submitting a Proposal to:
 - a. Examine thoroughly the proposed Contract Documents and other related data identified in the Proposal Documents;
 - b. Visit the Site to become familiar with and satisfy Bidder as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the work;
 - c. Consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the work;
 - d. Study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and
 - e. Promptly notify OWNER of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in the Proposal Documents.

4.2 **BIDDER'S ACCESS TO THE SITE**

On request, OWNER will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Proposal. Bidder must fill all holes and clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests and studies.

5 Availability of Lands for Work

The anticipated site envelope for both Project 1 and Project 2 is approximately 50' by 100'. Although this is not a restriction, proposed facilities for the new generation and all ancillary systems should occupy a space as close to this envelope as possible. All additional space outside of the proposed new generation facility required footprint, needed by DESIGN/BUILDER for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the work are to be obtained and paid for by Design/Builder. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

6 Interpretation and Addenda

All questions about the meaning or intent of the Proposal Documents are to be directed to OWNER's Consultant via electronic mail. Interpretations or clarifications considered necessary by OWNER in response to such questions will be issued by Addenda via electronic mail or OWNER's Consultant's website to all parties recorded by OWNER's Consultant as having received the Proposal Documents. Questions received less than ten days prior to the date for opening of Proposals may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Proposal Documents as deemed advisable by OWNER.

7 Liquidated Damages

Provisions for liquidated damages are set forth in the Agreement.

8 Pre-proposal Conference

A pre-proposal conference call will be held at 2:30 p.m. on November 13, 2020. Representatives of BOC and BOC's Consultant will be present to discuss the Project. Those interested in participation in the conference call shall notify BOC's Consultant by email of desire to participate no later than 5:00 PM on November 11th. Bidders are encouraged to attend and participate in the conference call. BOC will transmit to all prospective Bidders of record such Addenda as BOC considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

9 Proposal Form

9.1 INSTRUCTIONS FOR COMPLETION

1. The Proposal Form is included with the Proposal Documents on the OWNER's Consultant's website; copies may be obtained from OWNER's Consultant if unable to use website.
2. Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
3. Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
4. All names must be typed or printed in black ink below the signature.
5. The Proposal shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Proposal Form).
6. The address and telephone number for communications regarding the Proposal must be shown.
7. Evidence of authority to conduct business as an out-of-state corporation in Pennsylvania where the work is to be performed shall be attached. State contractor license number, if any, and professional registration numbers must also be shown if required.

10 Submission of Proposals

All proposals and proposal documents are to be submitted electronically in a PDF format. An electronic copy of the proposal should be emailed to BOCGenRFP@gdsassociates.com. Each Bidder is expected to carefully review the information provided in this RFP as it contains important instructions which should be followed in preparing the proposal(s). Modifications to proposals already received will only be accepted if submitted electronically by the Bidder prior to the Proposal Due Date. Proposals must be electronically delivered no later than 5:00 p.m. Eastern, **December 4, 2020**. Any modifications to proposals must clearly identify what portion of previous submittal is being modified and changes to all subsequent portions of the original submittal.

11 Selection Criteria

11.1 EVALUATION OF PROPOSALS

1. In evaluating Proposals, OWNER will consider the qualifications of Bidders, whether or not the Proposals comply with the prescribed requirements, and such alternates, and other data, as may be requested in the Proposal Form or prior to the Notice of Award.
2. OWNER may consider the qualifications and experience of Engineers, Subcontractors, Suppliers, and other individuals and entities proposed for those portions of the work as to which the identity of Engineers, Subcontractors, Suppliers, and other individuals and entities must be submitted as provided in the Supplementary Conditions. OWNER also will consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the work such data is required to be submitted with Proposal.
3. OWNER and/or OWNER's Consultant may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Bidders, proposed Engineers, Subcontractors, Suppliers and other individuals and entities to perform and furnish the work in accordance with the Contract Documents.

11.2 BASIS OF EVALUATION

The evaluation of manufacturer's data on Prime Mover Generator submitted in the Proposal or upon request prior to the Notice of Award will include consideration of the efficiency and related operating expense during the anticipated useful life of the equipment and the availability of service support facilities.

Anticipated useful life 30 years.

12 Sales and Use

The Design/Builder will be responsible for the payment of all Excise, Sales and Use Taxes, and all other taxes required by law on all materials, tools, apparatus, equipment, fixtures, services, uses and incidentals which he purchases or uses for the purpose of fulfilling the work on this Contract, and he shall include all amounts required for such taxes within the item prices bid in his Proposal. No additional payment will be made to cover such taxes. Each Bidder shall thoroughly familiarize himself before submitting a proposal, with all laws requiring the payment taxes

13 ALTERNATIVE PROPOSAL

Alternative proposals are acceptable provided they are for RICE/CT generation package with within the kW size range identified for Project 1 and Project 2. Bidders are allowed to offer alternative options within their Proposal and shall separately price each alternative.

APPENDIX A. PROPOSAL FORM

FALLING SPRING GENERATION

DESIGN/BUILD PROPOSAL

BIDS DUE: December 4, 2020

THIS BID IS SUBMITTED TO: BOCGenRFP@gdsassociates.com

A. BIDDER'S OBLIGATIONS AND REPRESENTATIONS

1. The undersigned BIDDER proposes and agrees, if this Proposal is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Times indicated in this Proposal and in accordance with the other terms and conditions of the Contract Documents.
2. This Proposal will remain subject to acceptance for 120 days after the day of Proposal opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with any Bonds and other documents required by the Request for Proposal and Proposal Form within 15 days after the date of OWNER's Notice of Award.
3. In submitting this Proposal, BIDDER represents and agrees, as more fully set forth in the Agreement, that:
 - a. BIDDER has examined and carefully studied the Proposal Documents and the following Addenda (receipt of all which is hereby acknowledged).

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- b. BIDDER has become familiar with the general, local and Site conditions that may affect cost, progress, performance and furnishing of the work.
 - c. BIDDER is familiar with all applicable federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the work.
4. BIDDER is aware of the general nature of the work to be performed by OWNER and others at the Site that relates to work for which this Proposal is submitted as indicated in the Contract Documents.

5. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
6. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this Proposal is submitted.
7. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Proposal; BIDDER has not solicited or induced any individual or entity to refrain from submitting a Proposal; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
8. Work done for BOC is subject to wage and hour restrictions included in Appendix D.
9. Equipment and materials purchased for this work is subject to the Sales Tax considerations listed in Section 12

B. CONTRACT PRICE

BIDDER will complete the work in accordance with the Contract Documents for the following price(s):

LUMP SUM CONTRACT PRICE

1. _____ (\$ _____)
(use words) (figures)

1. Alternative A (add) _____ (\$ _____)
Provide a 3-year operation and maintenance agreement.

2. All specific cash allowances are included in the price(s) set forth above.

3. Required Base Proposal quantities of the items listed in Appendix C are included in Lump Sum to accomplish work in the Conceptual Documents and Proposal. If increases or decreases in the quantities occur, the Contract Price is to be adjusted by Change Order on the basis of the adjustment prices requested on forms found in Appendix C.

4. Adjustment prices are subject to acceptance by OWNER, and rejection of one or more adjustment prices will not invalidate acceptance of this Proposal.

5. Add Alternate A must be bid. The operation and maintenance is to include all labor, materials, chemicals, and tools necessary to perform any operation, maintenance, and repair function needed to keep the power plant online. The OWNER will not be obligated to pay for anything beyond station service power and fuel for a period of 24-months from final payment as defined in Contract. The operation requirement must allow the OWNER's SCADA to view and record any

data required in the technical specification. Operation will be called by the OWNER and performed by the Bidder's operator. The Bidder will provide Operations and Maintenance training for OWNER's personnel and will contact OWNER prior to any planned or needed maintenance or repair.

C. EXHIBITS

The following documents are attached to and made a condition of this Proposal:

1. Appendix A – Proposal Form
2. Appendix B - Data Sheets for either RICE or CT
3. Appendix C – List of subcontractors
4. Appendix D – Wage and Hour Restrictions
5. Appendix E – General Terms and Conditions

D. COMMUNICATIONS

Communications concerning this Proposal shall be directed to BOCGenRFP@gdsassociates.com

E. TERMINOLOGY

The terms used in this Proposal which are defined in the General Conditions of the Contract Between OWNER and Design/Builder ("General Conditions") included as part of the Contract Documents have the meanings assigned to them in the General Conditions. Terms defined in the Request for Proposal are used with the same meaning in this Proposal.

F. SUBMISSION

SUBMITTED on _____, 2020__.

State Certificate of Authority for Corporate Engineering Practice: _____

APPENDIX B.1 DATA SHEETS FOR RECIPROCATING ENGINE PROJECT

The Bidder shall submit the following technical data for a RICE Project. These Data Sheets shall be attached to and form part of the Proposal package.

Prime Mover – Reciprocating Engine

1. Manufacturer and model	
2. Cycle (Implied 2 or 4)	
3. Maximum continuous rating in parallel w/ utility (kW) at 0.95 power factor	
a. Using No. 2 oil as primary fuel.	
b. Using gas as primary fuel.	
4. Maximum firing pressure	
5. Number of cylinders	
6. Cylinder bore (in)	
7. Cylinder stroke (in)	
8. Design RPM at full load	
9. Turbochargers	
a. Number	
b. Manufacturer	
c. SCFM at 110% load each	
10. Exhaust gas flow (lb/hr) and (SCFM)	
11. Exhaust gas temperature (F)	
12. Total weight, engine/gen/exciter (lbs)	
13. Clearance from floor required to pull piston	
14. Engine side clearance required for normal maintenance, minimum (ft)	
15. Start time to full load (minutes)	

Generator and Exciter

1. Manufacturer, kW, KVA, ratings	
2. Power factor range	
3. Efficiency at 100% rated continuous duty (%)	
4. Temperature rise at full load	
5. Exciter type, capacity, kW, (approx.)	
6. Exciter voltage	
7. Exciter temperature rise	
8. Short circuit ratio	

Jacket Water Pumps

1. Pump manufacturer	
2. Number of pumps	
3. Motor or engine driven	
4. RPM	
5. Flow, each (gpm)	
6. TDH	
7. Pump horsepower (each)	
8. Motor horsepower (each)	

Natural Gas Compressor

1. Manufacturer and model	
2. Size, type, capacity of compressor	
3. Cooling requirements	
4. Lube oil requirements	
5. Provide setting plan (y/n)	
6. Sub-base mounted for one piece installation (y/n)	
7. Motor manufacturer and model	
a. Capacity (hp)	
b. Speed	
c. In-rush amperage	
d. Operating amps at turbine at full load fuel Requirements	
8. Other requirements (list & description)	

Lube Oil System

1. Normal lube oil temperature, out (F)	
2. Normal lube oil temperature, in (F)	
3. Lube oil flow, at 100% stand-by rated load (gpm)	
4. Lube oil heat rejection at 100% cont. rated load (BTU/HR)	
a. Using No. 2 oil as primary fuel	
b. Using gas as primary fuel	
5. Lube oil heat rejection at 100% stand-by rated load (BTU/HR)	
a. Using No. 2 oil as primary fuel	
b. Using gas as primary fuel	
6. Lube Oil Pump	
a. Horsepower	
b. Capacity gpm	

Lube Oil Pump

1. Manufacturer	
2. Number	
3. Motor or Engine driven	
4. RPM	

5. Flow, each (gpm)	
6. TDH	
7. Pump horsepower (each)	
8. Motor horsepower (each)	

Main Engine Fuel Oil Pump

1. Manufacturer	
2. Type	
3. Number	
4. Motor or engine driven	
5. RPM	
7. Motor horsepower (each)	

Fuel Oil Filter

1. Manufacturer	
2. Type	
3. Number	
4. Micron size	

Full Flow Fuel Oil Strainer

1. Manufacturer	
2. Type	
3. Number	
4. Micron Size	

Air Filter

1. Manufacturer	
2. Model	
3. Number	
4. Capacity & Pressure drop (scfm, in WC)	
5. Filter media	

Heat Rate Data at Site Conditions

Provide the following data on projected heat rate on higher heating value in btu/kWh basis at site conditions based upon output at the high side of the GSU.

Deg F	Natural Gas				No 2. Fuel Oil			
	25%	50%	75%	100%	25%	50%	75%	100%
20								
30								
40								
50								
60								

70							
80							
90							

GUARANTEE DATA

The Bidder shall submit the following guarantee data for the equipment he proposes to furnish. These data sheets shall be attached to and form a part of his Bid. All guarantees are based upon ASME/ISO testing procedures and higher heating value for standard of the fuel.

Guaranteed Emissions

Using No. 2 oil as primary fuel

	PERCENT LOAD		
	50	75	100
NOx (g/hp-hr) @ 15% O ₂			
CO (g/hp-hr)			
VOC (g/hp-hr)			
SOx (g/hp-hr)			
PM10 (g/hp-hr)			

Using gas as primary fuel

	PERCENT LOAD		
	50	75	100
NOx (g/hp-hr) @ 15% O ₂			
CO (g/hp-hr)			
VOC (g/hp-hr)			
SOx (g/hp-hr)			
PM10 (g/hp-hr)			

Guaranteed Project Performance

1. Maximum continuous rating at Generator Terminals (KW electric) @ 0.80 PF	
a. Using No. 2 oil as primary fuel	
b. Using gas as primary fuel	
2. BMEP at continuous rating	
a. Using No. 2 oil as primary fuel	
b. Using gas as primary fuel	
3. Guaranteed fuel consumption @ 0.8 P.F.	
a. Using No. 2 oil as primary fuel (btu/kWh)	
b. Using gas as primary fuel (btu/kWh)	
4. Pilot oil (%) @ 100% continuous load	
5. Maximum Axial vibration	
6. Maximum lateral vibration	
7. Noise level –dBA 3 ft. from engine @ generator coupling	

- 8. Noise level – 10 feet from structure dBA
- 9. Ancillary equipment load @ full capacity (kW)
 - a. Using No. 2 oil as primary fuel
 - b. Using gas as primary fuel
- 10. Guaranteed Net Project Output @ low side of GSU (kW)
 - a. Using No. 2 oil as primary fuel
 - b. Using gas as primary fuel

Guaranteed Project Heat Rate

Provide the following Guaranteed Project Heat Rate based upon ambient conditions ISO conditions on a higher heating value basis and based on output at the high side of the GSU.

- 1. Natural Gas as primary fuel (btu/kWh)
 - 2. No. 2 Fuel Oil as primary fuel (btu/kWh)
- ISO Conditions:
- a. Temperature (F)
 - b. Humidity (%)
 - c. Barometric Pressure (PSI)
 - d. Elevation (ft)
- 3. Intake Air Cooler type, capacity(if applicable)

Maintenance Intervals and Costs

Provide a schedule of manufacturer recommended maintenance major intervals and projected costs.

Maintenance Activity	Interval Operating Hours	Projected Maintenance Cost

Based on annual operating hours, provide projected annual maintenance costs, not including major maintenance identified above.

Annual Operating Hours	Projected Annual Maintenance Costs
500	
1,000	
2,000	
4,000	
8,000	

APPENDIX B.2 DATA SHEETS FOR COMBUSTION TURBINE PROJECT

The Bidder shall submit the following technical data for a CT Project. These Data Sheets shall be attached to and form part of the Proposal package.

Prime Mover – Combustion Turbine

1. Manufacturer and model	
2. Maximum continuous rating in parallel w/ utility (kW) at 0.80 power factor	
a. Using No. 2 oil as primary fuel.	
b. Using gas as primary fuel.	
3. Number of Compressor Stages	
4. Number of Turbine Stages	
5. Number of Shafts	
6. Pressure Ratio	
7. Design RPM at full load	
8. Gearbox Ratio	
9. Exhaust gas flow (SCFM)	
10. Exhaust gas temperature (F)	
11. Engine Starting System Type	
12. Number of combustors	
13. Start time to full load (minutes)	

Generator and Exciter

1. Manufacturer, kW, KVA rating	
2. Power factor range	
3. Efficiency at 100% rated continuous duty (%)	
4. Temperature rise at full load	
5. Exciter Type, capacity, kW, (approx.)	
6. Exciter voltage	
7. Exciter temperature rise	
8. Short circuit ratio	

Lube Oil System

1. Normal lube oil temperature, out (F)	
2. Normal lube oil temperature, in (F)	
3. Lube oil flow, at 100% stand-by rated load (gpm)	
4. Lube oil heat rejection at 100% cont. rated load (BTU/HR)	
a. Using No. 2 oil as primary fuel	
b. Using gas as primary fuel	
5. Lube oil heat rejection at 100% stand-by rated load (BTU/HR)	
a. Using No. 2 oil as primary fuel	
b. Using gas as primary fuel	

Main Lube Oil Pumps

1. Manufacturer	
2. Number	
3. Motor or Engine driven	
4. RPM	
5. Flow, each (gpm)	
6. TDH	
7. Pump horsepower (each)	
8. Motor horsepower (each)	

Natural Gas Compressor

1. Manufacturer and model	
2. Size and type of compressor	
3. Cooling requirements	
4. Lube oil requirements	
5. Provide setting plan (y/n)	
6. Sub-base mounted for one piece installation (y/n)	
7. Motor manufacturer and model	
a. Capacity (hp)	
b. Speed	
c. In-rush amperage	
d. Operating amps at turbine at full load fuel Requirements	
8. Other requirements (list & description)	

Fuel Oil Filter

1. Manufacturer	
2. Type	
3. Number	
4. Micron size	

Full Flow Fuel Oil Strainer

1. Manufacturer	
2. Type	
3. Number	
4. Micron Size	

Air Filter

1. Manufacturer	
2. Model	
3. Number	
4. Capacity & Pressure drop (scfm, in WC)	
5. Filter media	

Heat Rate Data at Site Conditions

Provide the following data on projected heat rate on higher heating value in btu/kWh basis at site conditions based upon output at the high side of the GSU.

Percent of Full Load

Deg F	Natural Gas				No 2. Fuel Oil			
	25%	50%	75%	100%	25%	50%	75%	100%
20								
30								
40								
50								
60	-							
70								
80								
90								

GUARANTEE DATA

The Bidder shall submit the following guarantee data for the equipment he proposes to furnish. These data sheets shall be attached to and form a part of his Bid. All guarantees are based upon ASME/ISO testing procedures and higher heating value for standard of the fuel.

Guaranteed Emissions

Using No. 2 oil as primary fuel

- NOx (g/hp-hr) @ 15% O₂
- CO (g/hp-hr)
- VOC (g/hp-hr)
- SOx (g/hp-hr)
- PM10 (g/hp-hr)

PERCENT LOAD		
50	75	100

Using gas as primary fuel

	PERCENT LOAD		
	50	75	100
NOx (g/hp-hr) @ 15% O ₂			
CO (g/hp-hr)			
VOC (g/hp-hr)			
SOx (g/hp-hr)			
PM10 (g/hp-hr)			

Guaranteed Project Performance

1. Maximum continuous rating at Generator Terminals (KW electric) @ 0.80 PF	
a. Using No. 2 oil as primary fuel	
b. Using gas as primary fuel	
2. BMEP at continuous rating	
a. Using No. 2 oil as primary fuel	
b. Using gas as primary fuel	
3. Guaranteed fuel consumption @ 0.8 P.F.	
a. Using No. 2 oil as primary fuel (btu/kWh)	
b. Using gas as primary fuel (btu/kWh)	
4. Pilot oil (%) @ 100% continuous load	
5. Maximum Axial vibration	
6. Maximum lateral vibration	
7. Noise level –dBA 3 ft. from engine @ generator coupling	
8. Noise level – at 10 feet from building dBA	
9. Ancillary equipment load @ full capacity (kW)	
a. Using No. 2 oil as primary fuel	
b. Using gas as primary fuel	
10. Guaranteed Net Project Output @ high side of GSU (kW)	
a. Using No. 2 oil as primary fuel	
b. Using gas as primary fuel	

Guaranteed Project Heat Rate

Provide the following Guaranteed Project Heat Rate based upon ambient conditions ISO conditions on a higher heating value basis and based on output at the high side of the GSU.

1. Natural Gas as primary fuel (btu/kWh)	
2. No. 2 Fuel Oil as primary fuel (btu/kWh)	
ISO Conditions:	
a. Temperature (F)	
b. Humidity (%)	
c. Barometric Pressure (PSI)	
d. Elevation (ft)	

Maintenance Intervals and Costs

Provide a schedule of manufacturer recommended maintenance major intervals and projected costs.

Maintenance Activity	Interval Operating Hours	Projected Maintenance Cost

Based on annual operating hours, provide projected annual maintenance costs, not including major maintenance identified above.

Annual Operating Hours	Projected Annual Maintenance Costs
500	
1,000	
2,000	
4,000	
8,000	

APPENDIX C. LIST OF SUBCONTRACTORS

Herewith is the list of Subcontractors, Manufacturers, Products, Suppliers and other entities referenced in the Bid submitted by:

(Bidder) _____
Signature

The following work, product or material will be performed by (or provided by) Subcontractor, Supplier, Manufacturer or entity stated, and coordinated with us:

<u>Work Subject, Product, or Material</u>	<u>Name and Location of Subcontractor, Manufacturer or Supplier</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

APPENDIX D WAGE AND HOUR RESTRICTIONS

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

Project Name:	Falling Springs Generation Update
Awarding Agency:	Borough of Chambersburg
Contract Award Date:	2/1/2021
Serial Number:	20-06778
Project Classification:	Building
Determination Date:	11/6/2020
Assigned Field Office:	Harrisburg
Field Office Phone Number:	(717)787-4763
Toll Free Phone Number:	(800)932-0665
Project County:	Franklin County

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

Project: 20-06778 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/26/2017		\$32.00	\$26.51	\$58.51
Asbestos & Insulation Workers	7/2/2018		\$32.80	\$26.76	\$59.56
Asbestos & Insulation Workers	7/2/2019		\$33.80	\$27.26	\$61.06
Asbestos & Insulation Workers	6/29/2020		\$34.80	\$28.01	\$62.81
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2017		\$28.52	\$18.22	\$46.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2018		\$29.52	\$18.22	\$47.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	1/1/2019		\$29.26	\$18.48	\$47.74
Boilermakers	1/1/2018		\$46.26	\$33.36	\$79.62
Boilermakers	3/1/2018		\$45.89	\$33.73	\$79.62
Boilermakers	1/1/2019		\$45.51	\$34.11	\$79.62
Boilermakers	8/1/2019		\$47.21	\$34.11	\$81.32
Bricklayer (Pointer, Cleaner, Caulker, Cement Mason, Plasterer, Tile Setter)	5/1/2018		\$28.15	\$22.45	\$50.60
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2017		\$32.54	\$16.06	\$48.60
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2018		\$32.95	\$16.45	\$49.40
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2019		\$33.43	\$16.87	\$50.30
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/3/2020		\$33.99	\$17.31	\$51.30
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2021		\$34.62	\$17.78	\$52.40
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2018		\$28.51	\$15.27	\$43.78
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2019		\$29.11	\$15.92	\$45.03
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2020		\$29.93	\$16.39	\$46.32
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2021		\$30.77	\$16.89	\$47.66
Carpenters	6/1/2017		\$27.93	\$14.79	\$42.72
Cement Finishers	5/1/2017		\$27.20	\$22.45	\$49.65
Cement Masons	5/1/2019		\$29.05	\$22.50	\$51.55
Cement Masons	5/1/2020		\$29.85	\$22.70	\$52.55
Dockbuilder, Pile Drivers	1/1/2016		\$32.03	\$17.53	\$49.56
Drywall Finisher	5/1/2017		\$23.30	\$12.39	\$35.69
Drywall Finisher	5/1/2019		\$23.82	\$14.27	\$38.09
Drywall Finisher	5/1/2020		\$23.94	\$15.30	\$39.24
Electricians	6/1/2017		\$30.00	\$23.06	\$53.06
Electricians	6/1/2018		\$30.60	\$23.63	\$54.23
Electricians	6/1/2019		\$31.60	\$24.37	\$55.97
Electricians	6/1/2020		\$32.50	\$25.20	\$57.70
Electricians	6/1/2021		\$32.50	\$26.90	\$59.40
Elevator Constructor	1/1/2017		\$43.98	\$31.89	\$75.87
Elevator Constructor	1/1/2018		\$45.35	\$33.00	\$78.35

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

Project: 20-06778 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Elevator Constructor	1/1/2020		\$48.33	\$39.11	\$87.44
Elevator Mechanic	1/1/2019		\$46.80	\$34.13	\$80.93
Glazier	5/1/2017		\$25.63	\$11.45	\$37.08
Glazier	5/1/2018		\$25.63	\$11.95	\$37.58
Glazier	5/1/2019		\$25.63	\$12.45	\$38.08
Glazier	5/1/2020		\$25.63	\$12.95	\$38.58
Glazier	5/1/2021		\$25.63	\$13.45	\$39.08
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	1/1/2017		\$30.02	\$29.42	\$59.44
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2020		\$33.76	\$30.13	\$63.89
Iron Workers	7/1/2019		\$32.76	\$29.88	\$62.64
Laborers (Class 01 - See notes)	1/1/2018		\$18.47	\$16.49	\$34.96
Laborers (Class 01 - See notes)	1/1/2019		\$19.47	\$17.29	\$36.76
Laborers (Class 01 - See notes)	1/1/2020		\$20.47	\$17.29	\$37.76
Laborers (Class 02 - See notes)	1/1/2018		\$18.62	\$16.49	\$35.11
Laborers (Class 02 - See notes)	1/1/2020		\$21.22	\$17.29	\$38.51
Laborers (Class 02 - see notes)	1/1/2019		\$20.22	\$17.29	\$37.51
Laborers (Class 03 - See notes)	1/1/2018		\$18.72	\$16.49	\$35.21
Laborers (Class 03 - See notes)	1/1/2019		\$20.32	\$17.29	\$37.61
Laborers (Class 03 - See notes)	1/1/2020		\$21.32	\$17.29	\$38.61
Laborers (Class 04 - See notes)	1/1/2018		\$17.47	\$16.49	\$33.96
Laborers (Class 04 - See notes)	1/1/2019		\$18.47	\$17.29	\$35.76
Laborers (Class 04 - See notes)	1/1/2020		\$19.47	\$17.29	\$36.76
Landscape Laborer (Skilled)	1/1/2018		\$21.01	\$15.31	\$36.32
Landscape Laborer (Skilled)	1/1/2020		\$21.64	\$16.98	\$38.62
Landscape Laborer (Tractor Operator)	1/1/2018		\$21.31	\$15.31	\$36.62
Landscape Laborer (Tractor Operator)	1/1/2020		\$21.94	\$16.98	\$38.92
Landscape Laborer	1/1/2018		\$20.59	\$15.31	\$35.90
Landscape Laborer	1/1/2020		\$21.22	\$16.98	\$38.20
Marble Mason	5/1/2017		\$29.27	\$15.62	\$44.89
Marble Mason	5/1/2018		\$29.88	\$16.01	\$45.89
Marble Mason	5/1/2019		\$30.46	\$16.43	\$46.89
Marble Mason	5/1/2020		\$31.02	\$16.87	\$47.89
Marble Mason	5/1/2021		\$31.55	\$17.34	\$48.89
Millwright	5/1/2017		\$33.79	\$18.16	\$51.95
Millwright	5/1/2018	4/30/2019	\$34.41	\$18.64	\$53.05
Millwright	5/1/2019	4/30/2020	\$35.30	\$18.90	\$54.20
Millwright	5/1/2020		\$36.04	\$19.31	\$55.35
Operators (Class 01 - see notes)	7/1/2017		\$30.17	\$17.42	\$47.59
Operators (Class 01 - see notes)	7/1/2018		\$30.72	\$18.12	\$48.84
Operators (Class 01 - see notes)	7/1/2019		\$31.27	\$18.82	\$50.09
Operators (Class 01 - see notes)	7/1/2020		\$31.87	\$19.57	\$51.44
Operators (Class 01 - see notes)	7/1/2021		\$32.47	\$20.32	\$52.79
Operators (Class 02 -see notes)	7/1/2017		\$26.45	\$17.42	\$43.87

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

Project: 20-06778 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 02 -see notes)	7/1/2018		\$26.75	\$18.12	\$44.87
Operators (Class 02 -see notes)	7/1/2019		\$27.05	\$18.82	\$45.87
Operators (Class 02 -see notes)	7/1/2020		\$27.45	\$19.57	\$47.02
Operators (Class 02 -see notes)	7/1/2021		\$27.85	\$20.32	\$48.17
Operators (Class 03 - See notes)	7/1/2017		\$25.30	\$17.42	\$42.72
Operators (Class 03 - See notes)	7/1/2018		\$25.50	\$18.12	\$43.62
Operators (Class 03 - See notes)	7/1/2019		\$25.70	\$18.82	\$44.52
Operators (Class 03 - See notes)	7/1/2020		\$26.00	\$19.57	\$45.57
Operators (Class 03 - See notes)	7/1/2021		\$26.30	\$20.32	\$46.62
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2016		\$23.65	\$16.77	\$40.42
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2016		\$22.65	\$16.77	\$39.42
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2016		\$22.20	\$16.77	\$38.97
Painters Class 1 (see notes)	5/1/2017		\$23.47	\$13.32	\$36.79
Painters Class 1 (see notes)	5/1/2018		\$23.92	\$14.37	\$38.29
Painters Class 1 (see notes)	5/1/2019		\$24.57	\$15.22	\$39.79
Painters Class 1 (see notes)	5/1/2020		\$25.30	\$15.99	\$41.29
Painters Class 2 (see notes)	5/1/2017		\$25.60	\$13.32	\$38.92
Painters Class 2 (see notes)	5/1/2018		\$26.05	\$14.37	\$40.42
Painters Class 2 (see notes)	5/1/2019		\$26.70	\$15.22	\$41.92
Painters Class 2 (see notes)	5/1/2020		\$27.43	\$15.99	\$43.42
Painters Class 3 (see notes)	5/1/2017		\$31.35	\$13.32	\$44.67
Painters Class 3 (see notes)	5/1/2018		\$31.80	\$14.37	\$46.17
Painters Class 3 (see notes)	5/1/2020		\$33.18	\$15.99	\$49.17
Pile Driver Divers (Building, Heavy, Highway)	1/1/2018		\$50.33	\$18.55	\$68.88
Pile Driver Divers (Building, Heavy, Highway)	1/1/2019		\$51.45	\$19.30	\$70.75
Pile Driver Divers (Building, Heavy, Highway)	1/1/2020		\$53.10	\$19.70	\$72.80
Pile Driver Divers (Building, Heavy, Highway)	1/1/2021		\$54.75	\$20.10	\$74.85
Pile Driver Divers (Building, Heavy, Highway)	1/1/2022		\$56.40	\$20.50	\$76.90
Piledrivers	1/1/2018		\$33.55	\$18.55	\$52.10
Piledrivers	1/1/2019		\$34.30	\$19.30	\$53.60
Piledrivers	1/1/2020		\$35.40	\$19.70	\$55.10
Piledrivers	1/1/2021		\$36.50	\$20.10	\$56.60
Piledrivers	1/1/2022		\$37.60	\$20.50	\$58.10
Plasterers (Use Cement Finisher Rates)	5/1/2018		\$25.88	\$20.58	\$46.46
Plasterers	5/1/2017		\$25.03	\$20.58	\$45.61
Plasterers	5/1/2019		\$26.73	\$20.63	\$47.36
Plasterers	5/1/2020		\$27.48	\$20.83	\$48.31
Plumber/Pipefitter	5/1/2016		\$35.22	\$23.61	\$58.83
Plumber/Pipefitter	5/1/2017		\$35.82	\$24.51	\$60.33
Plumber/Pipefitter	5/1/2018		\$36.87	\$25.26	\$62.13
Plumber/Pipefitter	5/1/2019		\$37.52	\$26.41	\$63.93
Plumber/Pipefitter	5/1/2020		\$37.52	\$28.21	\$65.73

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

Project: 20-06778 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Roofers (Composition)	5/1/2017		\$36.15	\$30.22	\$66.37
Roofers (Composition)	5/1/2018		\$37.15	\$31.27	\$68.42
Roofers (Composition)	5/1/2019		\$38.35	\$31.80	\$70.15
Roofers (Composition)	5/1/2020		\$39.50	\$32.30	\$71.80
Roofers (Shingle)	5/1/2016		\$25.70	\$19.17	\$44.87
Roofers (Shingle)	5/1/2019		\$28.50	\$20.87	\$49.37
Roofers (Shingle)	5/1/2020		\$29.50	\$21.25	\$50.75
Roofers (Slate & Tile)	5/1/2016		\$28.70	\$19.17	\$47.87
Roofers (Slate & Tile)	5/1/2018		\$30.50	\$20.37	\$50.87
Roofers (Slate & Tile)	5/1/2019		\$31.50	\$20.87	\$52.37
Roofers (Slate & Tile)	5/1/2020		\$32.50	\$21.25	\$53.75
Sheet Metal Workers	6/1/2016		\$33.60	\$33.43	\$67.03
Sheet Metal Workers	6/1/2017		\$33.98	\$35.40	\$69.38
Sheet Metal Workers	6/1/2018		\$34.78	\$36.45	\$71.23
Sheet Metal Workers	6/1/2019		\$36.08	\$37.65	\$73.73
Sheet Metal Workers	6/1/2020		\$37.26	\$38.97	\$76.23
Sheet Metal Workers	6/1/2021		\$36.08	\$42.65	\$78.73
Sprinklerfitters	4/1/2017		\$37.40	\$21.74	\$59.14
Sprinklerfitters	4/1/2018		\$38.80	\$22.74	\$61.54
Sprinklerfitters	4/1/2020		\$38.90	\$26.42	\$65.32
Terrazzo Finisher	5/1/2017		\$31.64	\$15.62	\$47.26
Terrazzo Finisher	5/1/2018		\$32.35	\$15.91	\$48.26
Terrazzo Finisher	5/1/2019		\$33.04	\$16.22	\$49.26
Terrazzo Finisher	5/1/2020		\$32.26	\$18.48	\$50.74
Terrazzo Grinder	5/1/2020		\$32.95	\$18.48	\$51.43
Terrazzo Mechanics	5/1/2020		\$32.91	\$20.11	\$53.02
Terrazzo Setter	5/1/2017		\$30.63	\$18.85	\$49.48
Terrazzo Setter	5/1/2018		\$31.23	\$19.25	\$50.48
Terrazzo Setter	5/1/2019		\$31.81	\$19.67	\$51.48
Tile & Marble Finisher	5/1/2017		\$26.89	\$13.86	\$40.75
Tile & Marble Finisher	5/1/2018		\$27.60	\$14.15	\$41.75
Tile & Marble Finisher	5/1/2019		\$28.29	\$14.46	\$42.75
Tile & Marble Finisher	5/1/2020		\$29.00	\$14.75	\$43.75
Tile & Marble Finisher	5/1/2020		\$28.96	\$14.79	\$43.75
Tile & Marble Finisher	5/1/2021		\$29.61	\$15.14	\$44.75
Tile Setter	5/1/2017		\$29.27	\$15.62	\$44.89
Tile Setter	5/1/2018		\$29.88	\$16.01	\$45.89
Tile Setter	5/1/2019		\$30.46	\$16.43	\$46.89
Tile Setter	5/1/2020		\$31.02	\$16.87	\$47.89
Tile Setter	5/1/2020		\$31.02	\$16.87	\$47.89
Tile Setter	5/1/2021		\$31.55	\$17.34	\$48.89
Truckdriver class 1(see notes)	1/1/2016		\$27.44	\$16.51	\$43.95
Truckdriver class 1(see notes)	1/1/2020		\$29.79	\$20.13	\$49.92
Truckdriver class 1(see notes)	1/1/2021		\$30.54	\$20.88	\$51.42

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

Project: 20-06778 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Truckdriver class 1(see notes)	1/1/2022		\$31.29	\$21.63	\$52.92
Truckdriver class 2 (see notes)	1/1/2016		\$27.61	\$16.61	\$44.22
Truckdriver class 2 (see notes)	1/1/2020		\$30.25	\$20.43	\$50.68
Truckdriver class 2 (see notes)	1/1/2021		\$31.00	\$21.18	\$52.18
Truckdriver class 2 (see notes)	1/1/2022		\$31.75	\$21.93	\$53.68
Truckdriver class 3 (see notes)	1/1/2016		\$28.10	\$16.88	\$44.98
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60

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

Project: 20-06778 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2020		\$34.77	\$18.92	\$53.69
Carpenter	1/1/2021		\$35.78	\$19.41	\$55.19
Carpenter	1/1/2022		\$36.77	\$19.92	\$56.69
Carpenter Welder	1/1/2017		\$33.10	\$17.14	\$50.24
Carpenter Welder	1/1/2018		\$33.87	\$17.77	\$51.64
Carpenter Welder	1/1/2019		\$34.72	\$18.42	\$53.14
Carpenter Welder	1/1/2020		\$35.72	\$18.92	\$54.64
Carpenter Welder	1/1/2021		\$36.73	\$19.41	\$56.14
Carpenter Welder	1/1/2022		\$37.72	\$19.92	\$57.64
Carpenters	1/1/2017		\$32.15	\$17.14	\$49.29
Carpenters	1/1/2018		\$32.92	\$17.77	\$50.69
Carpenters	1/1/2019		\$33.77	\$18.42	\$52.19
Cement Finishers	5/1/2017		\$30.14	\$19.40	\$49.54
Cement Finishers	1/1/2018		\$31.04	\$19.90	\$50.94
Cement Finishers	1/1/2019		\$31.94	\$20.50	\$52.44
Cement Finishers	1/1/2021		\$32.84	\$22.60	\$55.44
Cement Finishers	1/1/2022		\$33.14	\$23.80	\$56.94
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Electric Lineman	5/29/2017		\$44.22	\$23.94	\$68.16
Electric Lineman	5/28/2018		\$45.25	\$24.94	\$70.19
Electric Lineman	5/27/2019		\$46.32	\$25.97	\$72.29
Electric Lineman	6/1/2020		\$47.42	\$27.04	\$74.46
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2020		\$33.76	\$30.13	\$63.89
Iron Workers	1/1/2017		\$30.02	\$29.42	\$59.44
Laborers (Class 01 - See notes)	1/1/2017		\$24.75	\$20.95	\$45.70
Laborers (Class 01 - See notes)	1/1/2018		\$24.75	\$22.35	\$47.10
Laborers (Class 01 - See notes)	1/1/2019		\$24.75	\$23.85	\$48.60
Laborers (Class 01 - See notes)	1/1/2020		\$26.00	\$24.10	\$50.10
Laborers (Class 01 - See notes)	1/1/2021		\$26.80	\$24.80	\$51.60
Laborers (Class 01 - See notes)	1/1/2022		\$27.60	\$25.50	\$53.10
Laborers (Class 02 - See notes)	1/1/2017		\$24.91	\$20.95	\$45.86
Laborers (Class 02 - See notes)	1/1/2018		\$24.91	\$22.35	\$47.26
Laborers (Class 02 - See notes)	1/1/2019		\$24.91	\$23.85	\$48.76
Laborers (Class 02 - See notes)	1/1/2020		\$26.16	\$24.10	\$50.26
Laborers (Class 02 - See notes)	1/1/2021		\$26.96	\$24.80	\$51.76
Laborers (Class 02 - See notes)	1/1/2022		\$27.76	\$25.50	\$53.26
Laborers (Class 03 - See notes)	1/1/2017		\$25.40	\$20.95	\$46.35
Laborers (Class 03 - See notes)	1/1/2018		\$25.40	\$22.35	\$47.75
Laborers (Class 03 - See notes)	1/1/2019		\$25.40	\$23.85	\$49.25
Laborers (Class 03 - See notes)	1/1/2020		\$26.65	\$24.10	\$50.75
Laborers (Class 03 - See notes)	1/1/2021		\$27.45	\$24.80	\$52.25
Laborers (Class 03 - See notes)	1/1/2022		\$28.25	\$25.50	\$53.75
Laborers (Class 04 - See notes)	1/1/2017		\$25.85	\$20.95	\$46.80
Laborers (Class 04 - See notes)	1/1/2018		\$25.85	\$22.35	\$48.20

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

Project: 20-06778 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 04 - See notes)	1/1/2019		\$25.85	\$23.85	\$49.70
Laborers (Class 04 - See notes)	1/1/2020		\$27.10	\$24.10	\$51.20
Laborers (Class 04 - See notes)	1/1/2022		\$28.70	\$25.50	\$54.20
Laborers (Class 05 - See notes)	1/1/2017		\$26.26	\$20.95	\$47.21
Laborers (Class 05 - See notes)	1/1/2018		\$26.26	\$22.35	\$48.61
Laborers (Class 05 - See notes)	1/1/2019		\$26.26	\$23.85	\$50.11
Laborers (Class 05 - See notes)	1/1/2020		\$27.51	\$24.10	\$51.61
Laborers (Class 05 - See notes)	1/1/2021		\$28.31	\$24.80	\$53.11
Laborers (Class 05 - See notes)	1/1/2022		\$29.11	\$25.50	\$54.61
Laborers (Class 06 - See notes)	1/1/2017		\$23.10	\$20.95	\$44.05
Laborers (Class 06 - See notes)	1/1/2018		\$23.10	\$22.35	\$45.45
Laborers (Class 06 - See notes)	1/1/2019		\$23.10	\$23.85	\$46.95
Laborers (Class 06 - See notes)	1/1/2020		\$24.35	\$24.10	\$48.45
Laborers (Class 06 - See notes)	1/1/2021		\$25.15	\$24.80	\$49.95
Laborers (Class 06 - See notes)	1/1/2022		\$25.95	\$25.50	\$51.45
Laborers (Class 07 - See notes)	1/1/2017		\$25.75	\$20.95	\$46.70
Laborers (Class 07 - See notes)	1/1/2018		\$25.75	\$22.35	\$48.10
Laborers (Class 07 - See notes)	1/1/2019		\$25.75	\$23.85	\$49.60
Laborers (Class 07 - See notes)	1/1/2020		\$27.00	\$24.10	\$51.10
Laborers (Class 07 - See notes)	1/1/2021		\$27.80	\$24.80	\$52.60
Laborers (Class 07 - See notes)	1/1/2022		\$28.60	\$25.50	\$54.10
Laborers (Class 08 - See notes)	1/1/2017		\$27.25	\$20.95	\$48.20
Laborers (Class 08 - See notes)	1/1/2018		\$27.25	\$22.35	\$49.60
Laborers (Class 08 - See notes)	1/1/2019		\$27.25	\$23.85	\$51.10
Laborers (Class 08 - See notes)	1/1/2020		\$28.50	\$24.10	\$52.60
Laborers (Class 08 - See notes)	1/1/2021		\$29.30	\$24.80	\$54.10
Laborers (Class 08 - See notes)	1/1/2022		\$30.10	\$25.50	\$55.60
Operators (Class 01 - see notes)	1/1/2017		\$30.40	\$19.98	\$50.38
Operators (Class 01 - see notes)	1/1/2018		\$31.00	\$20.78	\$51.78
Operators (Class 01 - see notes)	1/1/2019		\$31.60	\$21.68	\$53.28
Operators (Class 01 - see notes)	1/1/2020		\$32.60	\$22.23	\$54.83
Operators (Class 01 - see notes)	1/1/2021		\$33.60	\$22.73	\$56.33
Operators (Class 01 - see notes)	1/1/2022		\$34.50	\$23.33	\$57.83
Operators (Class 02 -see notes)	1/1/2017		\$30.12	\$19.98	\$50.10
Operators (Class 02 -see notes)	1/1/2018		\$30.72	\$20.78	\$51.50
Operators (Class 02 -see notes)	1/1/2019		\$31.32	\$21.68	\$53.00
Operators (Class 02 -see notes)	1/1/2020		\$32.32	\$22.23	\$54.55
Operators (Class 02 -see notes)	1/1/2021		\$33.32	\$22.73	\$56.05
Operators (Class 02 -see notes)	1/1/2022		\$34.22	\$23.33	\$57.55
Operators (Class 03 - See notes)	1/1/2017		\$26.48	\$19.98	\$46.46
Operators (Class 03 - See notes)	1/1/2018		\$27.08	\$20.78	\$47.86
Operators (Class 03 - See notes)	1/1/2019		\$27.68	\$21.68	\$49.36
Operators (Class 03 - see notes)	1/1/2020		\$28.68	\$22.23	\$50.91
Operators (Class 03 - see notes)	1/1/2021		\$29.68	\$22.73	\$52.41

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

Project: 20-06778 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 03 - See notes)	1/1/2022		\$30.58	\$23.33	\$53.91
Operators (Class 04 - See notes)	1/1/2017		\$25.99	\$19.98	\$45.97
Operators (Class 04 - See notes)	1/1/2018		\$26.59	\$20.78	\$47.37
Operators (Class 04 - See notes)	1/1/2019		\$27.19	\$21.68	\$48.87
Operators (Class 04 - See notes)	1/1/2020		\$28.19	\$22.23	\$50.42
Operators (Class 04 - See notes)	1/1/2021		\$29.19	\$22.73	\$51.92
Operators (Class 04 - See notes)	1/1/2022		\$30.09	\$23.33	\$53.42
Operators (Class 05 - See notes)	1/1/2017		\$25.78	\$19.98	\$45.76
Operators (Class 05 - See notes)	1/1/2018		\$26.38	\$20.78	\$47.16
Operators (Class 05 - See notes)	1/1/2019		\$26.98	\$21.68	\$48.66
Operators (Class 05 - See notes)	1/1/2020		\$27.98	\$22.23	\$50.21
Operators (Class 05 - See notes)	1/1/2021		\$28.98	\$22.73	\$51.71
Operators (Class 05 - See notes)	1/1/2022		\$29.88	\$23.33	\$53.21
Operators Class 1-A	1/1/2020		\$35.60	\$22.23	\$57.83
Operators Class 1-B	1/1/2020		\$34.60	\$22.23	\$56.83
Painters Class 1 (see notes)	5/1/2018		\$23.92	\$14.37	\$38.29
Painters Class 2 (see notes)	5/1/2018		\$26.05	\$14.37	\$40.42
Painters Class 3 (see notes)	5/1/2018		\$31.80	\$14.37	\$46.17
Painters Class 3 (see notes)	5/1/2019		\$32.45	\$15.22	\$47.67
Pile Driver Divers (Building, Heavy, Highway)	1/1/2017		\$49.13	\$17.95	\$67.08
Pile Driver Divers (Building, Heavy, Highway)	1/1/2018		\$50.33	\$18.55	\$68.88
Pile Driver Divers (Building, Heavy, Highway)	1/1/2019		\$51.45	\$19.30	\$70.75
Pile Driver Divers (Building, Heavy, Highway)	1/1/2020		\$53.10	\$19.70	\$72.80
Pile Driver Divers (Building, Heavy, Highway)	1/1/2021		\$54.75	\$20.10	\$74.85
Pile Driver Divers (Building, Heavy, Highway)	1/1/2022		\$56.40	\$20.50	\$76.90
Piledrivers	1/1/2017		\$32.75	\$17.95	\$50.70
Piledrivers	1/1/2018		\$33.55	\$18.55	\$52.10
Piledrivers	1/1/2019		\$34.30	\$19.30	\$53.60
Piledrivers	1/1/2020		\$35.40	\$19.70	\$55.10
Piledrivers	1/1/2021		\$36.50	\$20.10	\$56.60
Piledrivers	1/1/2022		\$37.60	\$20.50	\$58.10
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2017		\$40.98	\$32.53	\$73.51
Truckdriver class 1(see notes)	1/1/2017		\$27.93	\$17.32	\$45.25
Truckdriver class 1(see notes)	1/1/2018		\$28.36	\$18.29	\$46.65
Truckdriver class 1(see notes)	1/1/2019		\$28.83	\$19.32	\$48.15
Truckdriver class 1(see notes)	1/1/2020		\$29.79	\$20.13	\$49.92
Truckdriver class 1(see notes)	1/1/2021		\$30.54	\$20.88	\$51.42
Truckdriver class 1(see notes)	1/1/2022		\$31.29	\$21.63	\$52.92
Truckdriver class 2 (see notes)	1/1/2017		\$28.10	\$17.42	\$45.52
Truckdriver class 2 (see notes)	1/1/2018		\$28.52	\$18.40	\$46.92
Truckdriver class 2 (see notes)	1/1/2019		\$28.99	\$19.43	\$48.42
Truckdriver class 2 (see notes)	1/1/2020		\$30.25	\$20.43	\$50.68
Truckdriver class 2 (see notes)	1/1/2021		\$31.00	\$21.18	\$52.18
Truckdriver class 2 (see notes)	1/1/2022		\$31.75	\$21.93	\$53.68

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

Project: 20-06778 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Truckdriver class 3 (see notes)	1/1/2017		\$28.57	\$17.71	\$46.28
Truckdriver class 3 (see notes)	1/1/2018		\$28.98	\$18.70	\$47.68
Truckdriver class 3 (see notes)	1/1/2019		\$29.45	\$19.73	\$49.18

APPENDIX E GENERAL TERMS AND CONDITIONS

1. **Labor and Equipment**

Contractor agrees to furnish all labor, tools, materials, and equipment and to pay any and all costs and expenses necessary for or in connection with the Work to be completed hereunder in consideration of the payments hereinafter provided to be paid to Contractor by the Borough. The Borough may supply its own operators or may ask Contractor to supply its own operators, as indicated in the Specifications.

2. **Inspection of Work or Equipment, Goods, Acceptance**

The Borough reserves the right to inspect the Contractor's Work, and direct changes to the Contractor's methods and procedures within the scope of the Contract. Periodic inspections may be performed by the Borough or its agents. Contractor shall allow the Borough reasonable time to perform such inspections or tests. The Borough shall give prompt notice to Contractor as to whether the Work appears to be conforming or non-conforming on the basis of any inspections or testing of conformity.

3. **Warranty**

Contractor warrants and guarantees to the Borough that all Work will be in accordance with the Contract Documents and will not be defective. Contractor shall guarantee workmanship against defects or failures for a period of one (1) year after the completion of the Work as evidenced by final payment under Paragraph 5.3 of the Agreement. Neither final payment nor acceptance of the work shall relieve Contractor of responsibility for failure to comply with the Specifications. Contractor shall remedy any defects in his work that shall appear within a period of one (1) year from completion and acceptance, and shall bear the expense of repairing everything that has been destroyed or damaged by such defects.

With respect to breach of warranty claims by the Borough, the Borough shall provide Contractor with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach of warranty has occurred. The Borough shall give Contractor prompt notice of defects that become apparent. Contractor shall have ten (10) days from receipt of the written notice declaring the breach (or such longer period of time as the Borough may grant in writing) within which to cure the alleged breach. These provisions shall be in addition to all other rights and remedies available to the Borough under the Agreement and any applicable laws. In case of an emergency where delay would cause serious loss or damage, the Borough may undertake to have any defects repaired without previous notice to Contractor, and the expense of such repairs shall be borne by Contractor.

Contractor's warranty and guarantee excludes defects or damage caused by normal wear and tear under normal usage. The Borough and its officers, employees, agents, consultants and subcontractors shall be entitled to rely on the representation of Contractor's warranty and guarantee.

4. **Permits, Licenses, etc.**

All permits, licenses, inspections, ratings, certificates and/or approvals related to the performance of the Work as required by the Specifications, or delivery of such commodities, is the sole responsibility of Contractor and all costs and/or expenses for such should be included in bid proposal. Failure to obtain and maintain such permits shall constitute a breach of the Contract.

5. **Assignment**

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

6. **Invoices and Payment**

All payments will be processed through the Borough's standard accounts payable system. Upon the completion and inspection of the Borough of all work set forth in the Notice to Proceed, Contractor shall

submit invoices marked NET 30 DAYS. The invoice must include, at a minimum, the percentage of item completed during any invoicing period multiplied by unit price. Payments shall be subject to the retainage provisions of Paragraph 5 of the Agreement.

If the Borough objects to any portion of an Invoice, the Borough shall so notify the Contractor in writing within twenty (20) days of receipt of the invoice. The Borough shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by the Borough on all disputed invoiced amounts resolved in the Contractor's favor and unpaid for more than forty-five (45) days after date of the notice of the dispute.

7. Insurance

When the apparent Successful Bidder delivers the signed Agreement to the Borough it must be accompanied by the required insurance certificate on the latest version of the ACORD 25 Certificate of Insurance Form. The Borough of Chambersburg, its elected officials and employees, and the Commonwealth of PA are to be named as an additional insured on the Contractor's Certificate of Insurance. All policies of insurance shown on the Certificate of Insurance shall not be cancelled or materially changed unless thirty (30) days prior notice has been given to the Borough. Contractor agrees to furnish an original copy prior to signing and maintain during the term of this Agreement, or until delivery of the goods, commodities, equipment, and/or deliverables is complete and until the Work is completed and approved by the Borough, at Successor Bidder's sole cost and expense, the following minimum types of insurance as specified herein.

Contractor shall maintain Workmen's Compensation insurance for all of his employees employed at the site of the project, and in case any work is sublet, Contractor shall require the subcontractor similarly to provide Workmen's Compensation insurance for all the latter's employees unless such employees are covered by the protection afforded by Contractor.

Contractor shall, at its sole cost and expense, maintain the following the minimum types of insurance as specified herein during the lifetime of the Agreement:

WORKMEN'S COMPENSATION

Statutory limit as required by the Commonwealth of Pennsylvania.

BUSINESS AUTOMOBILE – Covering Any Automobile (Symbol I)

Bodily Injury Liability and Property Damage Liability	\$1,000,000 (CSL)
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COMMERCIAL GENERAL LIABILITY (CGL)

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$5,000,000
Medical Expense Limit	\$ 15,000

The Borough, its elected officers and employees, and the Commonwealth of PA shall be named an additional insured on the Contractor's CGL policy. Before starting work Contractor shall furnish to the Borough for its examination and approval such policies of insurance with all endorsements, or a conformed specimen thereof certified by the agent of the insurance company, together with certificates of the insurance company of such insurance, such certificate to provide that insurance company will give the Borough ten (10) days written notice of any cancellation or change in the terms of such policy during the periods of coverage.

8. Indemnification

Contractor and its subcontractors, if any, successors and assigns, its employees, agents, servants, and/or anyone acting under Contractor's control and/or Contractor's direction shall release, hold harmless, and indemnify the Borough, its officers, elected officials, agents, representatives, and employees acting within the scope of their official duties from and against any and all damages, costs, claims, suits, demands and expenses (including but not limited to reasonable attorneys' fees) to the extent caused by the negligent acts, errors, or omissions of Contractor, its employees, subcontractors, agents, servants, and/or anyone acting under Contractor's control and/or Contractor's direction, in the performance of the requirements of this Agreement. Contractor shall defend any lawsuit commenced against the Borough and shall pay any

judgments and costs connected with such proceeding which are based upon the negligent acts or omissions of Contractor or its employees, agents, servants, and/or anyone acting under Contractor's control and/or Contractor's direction. If Contractor is successful in defending such a lawsuit, then the Borough will reimburse Contractor for its costs and expenses associated with such defense only to the extent that such liabilities arise from an action which can be properly brought against the Borough as an exception to governmental immunity in accordance with the Political Subdivision Tort Claims Act, 42 Pa.C.S.A. § 8541 *et. seq.* and in accordance with such limits of liability set forth in the Act. This Section 8 shall survive the termination of the Contract.

9. Taxes

All taxes of whatsoever kind, nature and description payable in respect to the performance of this agreement are to be paid by the Contractor unless otherwise provided by law.

10. Additional Contractor Compliance

All Work performed under the Contract shall conform with all applicable federal, state and local laws, including but not limited to the following, if applicable:

- a. Contractor shall comply with Commonwealth of Pennsylvania Prevailing Wage Act, P.L. 987, as amended.
- b. Contractor is subject to the provisions of the Pennsylvania Steel Products Procurement Act of 1978, P.L. 6, as amended. The Act and amendments require that the Contractor use or furnish only steel products (as defined in the Act and amendments) which have been milled, melted, and manufactured in the United States.
- c. Contractor is subject to the provisions of Pennsylvania Act 247 of 1972, as amended, relating to the prevention of environmental pollution and the preservation of public natural resources.
- d. Contractor is subject to the provisions of the Pennsylvania Human Relations Act No. 222 of 1955, as amended.
- e. Contractor is subject to the provisions of Pennsylvania Underground Utility Line Protection Act, Act 287 of 1974, as amended by Act 121 of 2008, which requires contractors to notify public utilities prior to starting Sitework or demolition work.
- f. Contractor shall comply with the Pennsylvania Public Works Contract Regulation Law, as amended by Act 142 of 1994 as it relates to timely payment by Contractor and Subcontractor to its Subcontractors.
- g. Contractor shall comply with the Antbid-Rigging Act, 62 Pa.C.S.A §4501, *et seq.*
- h. Contractor acknowledges and understands that any information received by the Borough may be subject to the Pennsylvania Right to Know Law, 65 P.S. § 67.101 *et seq.*, and the Borough will process any and all requests made pursuant to the Pennsylvania Right to Know Law in accordance with the Right to Know Law.

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Contract, the Applicant (known herein as “Grantee”), sub-grantee, contractors, sub-contractors and professional service providers, agrees as follows:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- B. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- C. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
- D. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- E. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
- F. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- G. The Grantee’s and each subgrantee’s, contractor’s and subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the

termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

- H. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Name of Bidder, Corporation, Firm or Individual

By: _____
Authorized Representative

Please Print Signature

Title

Business Address of Bidder

Phone #

BIDDER AFFIDAVIT

The Specifications and all papers required by it and submitted herewith, the Contract, and all papers made a part hereof by its terms, are hereby made a part of this Proposal.

The undersigned bidder hereby represents as follows:

- A. That he/she has carefully examined the Proposal, the Contract, and the Specifications.
 - B. That no officer, agent, or employee of the Borough of Chambersburg is personally interested directly or indirectly in this Proposal and the accompanying Contract or the compensation to be paid herein under.
 - C. That the Proposal is made without connection with any person, firm or corporation making a Proposal for the same work, and is in all respects fair and without collusion or fraud; and
 - D. That should this Proposal be accepted by the Borough of Chambersburg within the timeframe contemplated in these Bidding Documents, he/she will execute the Contract and furnish any other documents within the time and in the forms and amount required by the Contract and Specifications, and that upon his failure, neglect or refusal to do so, he/she shall forfeit to the Borough of Chambersburg the Proposal Security, not as a penalty, but as a liquidated damage.
-

Name of Bidder, Corporation, Firm or Individual

By: _____

Authorized Representative

Please Print Signature

Title

Business Address of Bidder

Phone #

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antirigging Act, 62 Pa.C.S.A. § 4501 *et seq.*, governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid-rigging, and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids, are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid”, as used in the Affidavit, has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit, in compliance with these instructions, will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

Contract/Bid No.

State of :

County of :

I state that I am, 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 a bid higher than this bid, 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 non-competitive bid.

(5) (Name of Firm) _____ its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not, in the last four (4) years, been convicted or found liable of 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:

I state that _____ (Name of Firm) understand and acknowledges that the above representations are material and important and will be relied on by _____ (Name of Public Entity) in awarding the contract(s) for which this bid is submitted.

NON-COLLUSION AFFIDAVIT CONTINUED

I understand, and my firm understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from _____ (Name of Public Entity) of the true facts relating to the submission of bid for this contract.

(Signature)

(Print Name)

(Company Position)

SWORN AND SUBSCRIBED
BEFORE ME THIS

(Date)

Notary Public
My Commission Expires:

(Date)

PREPARED BY GDS ASSOCIATES, INC.

BOC

BOROUGH OF CHAMBERSBURG, PA

*Falling Spring Design/Build,
Gas-Fired Generation*

November 6, 2020

