



AIA Document G702/CMa™ - 1992

Application and Certificate for Payment Construction Manager-Adviser Edition

TO OWNER: PROJECT: _____ Sample APPLICATION NO: 001

Distribution to: OWNER: CONSTRUCTION MANAGER: ARCHITECT: CONTRACTOR: FIELD: OTHER:

FROM: VIA CONSTRUCTION MANAGER: _____

CONTRACTOR: _____

CONTRACT FOR: General Construction VIA ARCHITECT: _____

PERIOD TO: _____

CONTRACT DATE: _____

PROJECT NOS: _____ / _____ / _____

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 0.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 0.00
5. RETAINAGE:
 - a. 0 % of Completed Work (Column D + E on G703) \$ 0.00
 - b. 0 % of Stored Material (Column F on G703) \$ 0.00
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE \$ 0.00
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0.00
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$	0.00

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

CONTRACTOR: _____ Date: _____

By: _____

State of: _____

County of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My Commission expires: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 0.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONSTRUCTION MANAGER: _____ Date: _____

By: _____ Date: _____

ARCHITECT: _____ Date: _____

By: _____

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

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

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

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

APPLICATION NO: 001

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
DRAFT									
GRAND TOTAL		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00 %	\$ 0.00

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EXHIBIT B

AIA[®] Document A312[™] – 1984

Performance Bond

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond: None See Last Page

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature:

Name and

Title:

Signature:

Name and

Title:

(Any additional signatures appear on the last page)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE

(Architect, Engineer or other party):

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and the 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 to participate in conferences as provided in Section 3.1.

§ 3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

§ 3.1 The Owner has notified the Contractor and the Surety at its address described in Section 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. 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 shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

§ 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Section 3.1; and

§ 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

§ 4 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

§ 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

§ 4.3 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 the contractor selected with the Owner's 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 Section 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

§ 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- 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, tender payment therefor to the Owner; or
- 2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

§ 5 If the Surety does not proceed as provided in Section 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 Section 4.4, and the Owner refuses the payment tendered 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.

§ 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Section 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

§ 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

§ 6.2 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 Section 4; and

§ 6.3 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.

§ 7 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 shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

§ 8 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.

§ 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after 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 period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

§ 11 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 shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 12 DEFINITIONS

§ 12.1 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 to the Contractor of 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.

§ 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

§ 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 13 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

Payment Bond

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond: None See Last Page

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and Title:

(Any additional signatures appear on the last page)

Signature: _____

Name and Title:

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

§ 1 The Contractor and the 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.

§ 2 With respect to the Owner, this obligation shall be null and void if the Contractor:

§ 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

§ 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Section 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

§ 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

§ 4 The Surety shall have no obligation to Claimants under this Bond until:

§ 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

§ 4.2 Claimants who do not have a direct contract with the Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

§ 5 If a notice required by Section 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

§ 6 When the Claimant has satisfied the conditions of Section 4, the Surety shall promptly and at the Surety's expense take the following actions:

§ 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

§ 6.2 Pay or arrange for payment of any undisputed amounts.

§ 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 8 Amounts owed by the Owner to the Contractor under the Construction Contract shall 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 satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 9 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 payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

§ 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 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Section 4.1 or Section 4.2.3, 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 shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

§ 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 shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 15 DEFINITIONS

§ 15.1 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 Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of 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.

§ 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 16 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

EXHIBIT C

AIA[®] Document A310[™] – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of _____ as Surety, hereinafter
called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of (\$ _____), for the payment of
which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

Sample

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the
Principal shall enter into a Contract with the Obligee in accordance with the terms of
such bid, and give such bond or bonds as may be specified in the bidding or Contract
Documents with good and sufficient surety for the faithful performance of such Contract
and for the prompt payment of labor and material furnished in the prosecution thereof, or
in the event of the failure of the Principal to enter such Contract and give such bond or
bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by
said bid, then this obligation shall be null and void, otherwise to remain in full force and
effect.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Signed and sealed this day of ,

(Witness)

(Witness)

(Principal)

(Seal)

(Title)

(Surety)

(Title)

(Seal)

EXHIBIT D

AGREEMENT
between
CONTRACTOR
and

HACC, CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE

This Agreement dated DATE, between HACC, Central Pennsylvania's Community College (HACC), whose primary address is One HACC Drive, Harrisburg, PA 17110 and CONTRACTOR NAME (Contractor), whose address is ADDRESS is made and entered into for the Contractor to provide services as stipulated below on the Terms and Conditions set forth.

- 1) **Facilities Covered:** HACC's location(s) covered under this Agreement is noted by checkmark:
 - a) Harrisburg Campus, One HACC Drive, Harrisburg, PA 17110
 - b) Lancaster Campus, 1641 Old Philadelphia Pike, Lancaster, PA 17602
 - c) Lebanon Campus, 735 Cumberland Street, Lebanon, PA 17042
 - d) Gettysburg Campus, 731 Old Harrisburg Pike, Gettysburg, PA 17325
 - e) York Campus, 2010 Pennsylvania Avenue, York, PA 17404
- 2) **Statement of Work:** The Contractor hereby agrees to furnish and provide appropriate supervision, labor, material, tools and all other items necessary to perform the services herein specified and described in Exhibit "A" to the Agreement.
- 3) **Purchase Order:** All authorizations for the Contractor's Services will be issued by HACC to the Contractor in the form of a Purchase Order which will incorporate the Agreement by reference.

All Purchase Orders issued shall be subject to the Terms and Conditions set forth in this Agreement and any special Terms and Conditions which may be included in a Purchase Order; in the event any general terms and conditions provided with a Purchase Order conflict with any Terms and Conditions in the Agreement, the Terms and Conditions of this Agreement shall prevail.

- 4) **Cost of the Work:** Contractor agrees to perform all work as outlined in the attached Exhibit 'A' – Scope of work for the amount of _____ Dollars and ____ Cents (\$ _____).

HACC, Central Pennsylvania's Community College reserves the option to renew this contract on a year to year basis, up to an additional three years.

- 5) **Payment Terms and Changes:** The payment for services to be provided by the Contractor

Pay Applications are to be addressed to HACC and submitted to Eastern pcm, LLC on the 25th of the month, estimated through the 30th. Payment will be made by the 30th of the following month.

Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.

Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of the Contractor. Owner will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

Transmittal: Submit three signed and notarized original copies of each Application for Payment to Owner by a method ensuring receipt within 24 hours.

Invoices must be descriptively itemized and must clearly indicate the applicable HACC Purchase Order number, including the Project Name and Location as well as the HACC account number, and must be submitted in duplicate at the time of project completion before payment can be authorized.

All invoices shall reflect a retainage amount of 10%. Retainage will be released after all punchlist items are completed and the owner receives all product data and O&M manuals.

6) **Indemnification:** The Contractor shall hold HACC, Central Pennsylvania's Community College, Ritchie Engineering, and Eastern pcm, LLC harmless from any liability, costs, or penalties, including reasonable attorney's fees, in any way resulting from the performance of the services related to this Contract from the conduct or actions of any persons provided by the Contractor for performance of this agreement and will indemnify the College for any costs of defense paid because of actions of the Contractor or its employees in the performance of this agreement.

7) **Construction Manager/Owner's Representative:** Contractor acknowledges that Eastern pcm, LLC is the Construction Manager/Owner's Representative for the project. Contact information is as follows:

Eastern pcm, LLC
212 Locust Street, Suite 604
Harrisburg, PA 17101
Phone: (717) 233-3816
Fax: (717) 233-1666

8) **Insurance:** The Contractor shall provide Contractor's general liability and other insurance as follows:

1. Workers' Compensation:
 - (a) State: **Pennsylvania** Statutory
 - (b) Applicable Federal (e.g., Longshoremen, Harbor Work, Work at or outside U.S. Boundaries): Statutory
 - (c) Employer's Liability: Statutory
 - (d) Benefits Required by Union labor contracts: As applicable.
2. General Liability

(a) General Aggregate	\$2,000,000
(b) Products & Completed Operations Aggregate	\$2,000,000
(c) Personal & Advertising Injury	\$1,000,000
(d) Each Occurrence	\$1,000,000
3. Excess Liability \$2,000,000
4. Business Automobile Liability \$1,000,000
Per Accident

The Contractor shall name as Additional Insured, on all insurance policies, the following:

1. HACC, Central Pennsylvania's Community College
2. Eastern pcm, LLC

Certificates of Insurance reflecting the above must be forwarded to the Construction Manager, Eastern pcm, LLC, prior to commencing work.

- 9) **Force Majeure:** Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due circumstances beyond its reasonable control including, without limitation, acts of God, accident, labor disruption, acts, omissions and defaults of third parties, and official governmental and judicial action not the fault of the party failing or delaying in performance.
- 10) **Conduct on HACC's Property:** The Contractor shall at all times maintain good order among its employees and persons brought upon HACC's premises. The Contractor shall confine its employees and all other persons who come onto HACC's premises at Contractor's request or for reasons relating to this Agreement, and its equipment, to that portion of HACC's premises where the work under this Agreement is to be performed, and to roads and gates leading to and from such sites, and to any other area which HACC may designate, and shall comply with all HACC's vehicle and security regulations. The Contractor must be issued ID Badges or sign in and out at the security desk whenever performing work upon HACC's premises.
- 11) **Termination for Default:** HACC may, by written notice to Contractor, terminate the Agreement in whole or in part for default if Contractor fails to perform in accordance with any of the requirements of this Agreement or any related purchase order or to make sufficient progress as to endanger performance of this Agreement or any related purchase order. Any such termination will be at no cost to HACC except for completed Services delivered to and accepted by HACC, prior to said termination, and Contractor shall repay to HACC any progress payments made in excess thereof. Termination hereunder shall not relieve Contractor of performing any un-terminated portion of this Agreement or any related purchase order. In the event of termination pursuant hereto, HACC may procure or otherwise obtain, upon such terms and in such manner as HACC may deem appropriate, Services similar to those terminated, and Contractor shall be liable to HACC for any damages arising therefrom, including attorney's fees and excess costs incurred by HACC in obtaining similar services.
- 12) **Termination for Convenience:** HACC may, by written notice to Contractor, terminate all or part of this Agreement or any related purchase order for HACC's convenience. Contractor's termination claim proposal shall be based on non-recurring costs not recovered and inventories and materials not usable on other projects, and shall be received by HACC within thirty (30) days of the effective date of termination. HACC shall have the option to verify supporting detail and records of such proposals and negotiate an equitable settlement. No amount for anticipated profit on Services not performed shall be allowed. In no event shall the sum of the negotiated termination adjustment and the amounts paid and/or due Contractor for the un-terminated portion of this Agreement or resultant purchase order exceed any Agreement or purchase order total price. Any termination shall not effect either party's obligation as to any un-terminated portion of the Agreement or related purchase order. Upon receipt of a termination notice, Contractor shall stop work to the extent specified in the notice and take other such action as may be necessary or as HACC may direct to minimize the cost of termination to HACC. In addition, Contractor shall take such actions as may be necessary or as HACC may direct for the transfer, protection, or preservation of property and other rights which become HACC's as a result of termination. Supplier shall promptly refund HACC any payments in excess of the sum of payments due for (a) accepted Services (b) the un-terminated portion of the Agreement or any related purchase order, and (c) termination charges hereunder.
- 13) **Insolvency:** Should Contractor become insolvent, make an assignment for the benefit of creditors, be adjudicated as a bankrupt, admit in writing inability to pay its debts generally as the same become due, or should any proceedings be instituted by Contractor under any State or Federal law for relief of debtors or for the appointment of a receiver, trustee or liquidator of Contractor, or should a petition in bankruptcy or for a reorganization or for an adjunction of Contractor as an insolvent or as a bankrupt

be filed, or should an attachment be levied upon Contractor's equipment and not be removed within five (5) days therefrom, then upon the occurrence of any such event, HACC shall thereupon have the right to cancel this Agreement and to terminate all Services then being performed by Contractor hereunder.

- 14) **Rights Upon Orderly Termination:** Upon termination or other expiration of the Agreement, or any related Agreement made hereunder, each party shall forthwith return to the other all papers, materials, and properties of the other held by such party and required to be returned by this Agreement or any such related Agreement. In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each party.
- 15) **Dispute Resolution:** All claims, disputes, and other matters in question between the Contractor and the Owner arising out of or relating to this Agreement, the Project, the Work, the Contract Documents or the breach thereof may, at the Owner's sole option, and only upon the exercise of that sole option by the Owner, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The Contractor may not unilaterally elect arbitration or cause arbitration to occur. The Owner has the sole discretion to decide whether or not any such claims, disputes or other matters shall be submitted for arbitration.

Mediation shall not begin unless representatives of the mediation claimant and mediation respondent are either the principals themselves or authorized in writing by their principals to settle the matter. Such written authorization shall be presented to the mediator.

Arbitration, if elected by the owner, shall be heard and decided by one arbitrator with at least 15 years of construction industry experience if the claim is less than \$250,000.00. If the total exceeds that amount, the claim shall be heard and decided by three such arbitrators.

Proceed if evidence to be presented during arbitration has been shared with the opposition a minimum of 14 days prior to the arbitration hearing.

If arbitration is selected by HACC, HACC shall also select the number of arbitrators and the manner of arbitration, which shall be either: (1) arbitration according to the rules of the American Arbitration Association; or (2) referral to one or more arbitrators mutually agreed upon by the parties.

When a written decision of HACC states that (1) the decision is final but subject to arbitration and (2) a demand for arbitration of a claim covered by such decision must be made within thirty (30) days after the date on which the party making the demand received the final written decision, then failure to demand arbitration within said thirty (30) days' period shall result in HACC's decision becoming final and binding upon HACC and Contractor.

In responding to a claim brought by a Contractor, HACC shall have a minimum of sixty (60) days in which to respond to a revised claim prior to the arbitration hearing.

- 16) **Assignment or Transfer:** This contract may not be assigned or transferred by Contractor, in whole or in part, without the written permission of HACC's Purchasing and Business Services Office, nor may any rights to any monies due or to become due hereunder be assigned. The Contractor(s) is an independent contractor providing services for HACC.
- 17) **Compliance with Laws:** The Contractor agrees that it will comply with all applicable federal, state, county, and local laws, ordinances, rules, regulations, and codes in the performance of this Agreement, including the procurement of permits and certificates where needed. The Contractor further agrees to and hereby does indemnify and hold harmless HACC against loss or damage that may be sustained by

reason of the failure of the Contractor or its employees or agents to comply with the aforementioned federal, state, county, and local laws, ordinances, regulations, and codes.

This Agreement is subject to applicable laws and executive orders relating to equal opportunity and nondiscrimination in employment. Neither Contractor nor its agents or subcontractors shall discriminate in its employment practices against any person by reason of handicap, race, religion, color, sex, or national origin. The Contractor agrees to comply, and to cause its agents and subcontractors to comply, with the provisions of said laws and orders (including without limitation the provisions of the Americans with Disabilities Act of 1990), as well as other laws and orders relating to the employment of the handicapped, the employment of veterans, and the use of minority business enterprises, to the extent any such laws and others are applicable in the performance of work or furnishing of services, materials or supplies hereunder. For this purpose, the provisions of such laws and orders and pertinent regulations issued thereunder shall be deemed an integral part of this Agreement to the same extent as if written at length herein.

- 18) **Equal Opportunity and Non-Discrimination:** HACC, Central Pennsylvania's Community College is committed to providing opportunities for woman and minority owned businesses. HACC, Central Pennsylvania's Community College encourages Women & Minority Business Enterprise's to participate in the bidding process but does not grant special status to WMBE's when making procurement decisions. HACC, Central Pennsylvania's Community College is committed to non-discrimination and equal employment opportunity. HACC, Central Pennsylvania's Community College will not knowingly contract with any firm that is not an equal opportunity employer.
- 19) **Right To Audit:** HACC and appropriate designated representatives reserve the right to audit account records and other financial records of the Contractor, as they pertain to HACC. Auditors selected by HACC shall perform such audits.
- 20) **Criminal Background Check:** The Contractor will conduct a thorough criminal background/history check of every employee it intends to assign to work at HACC. The costs associated with conducting such checks will be born by the Contractor.
- 21) **Confidentiality:** The Contractor agrees that all information obtained by or provided to Contractor in carrying out the Services provided for hereunder, including the contents of the Agreement, will be maintained in confidence by the Contractor, and the Contractor will neither publish nor disclose to third persons nor otherwise make use of such confidential information except for the performance of such Services hereunder. This obligation shall not apply with respect to any information (a) which is already in the possession of the Contractor prior to acquiring the information hereunder, (b) which is or becomes in the public domain through no fault of Contractor, or (c) which is rightfully obtained by Contractor on a non-confidential basis from a third party.
- 22) **Independent Contractor:** HACC and Contractor intend that an independent contractor's relationship shall be created by this Agreement and nothing contained shall be presumed to create an employer / employee relationship. Contractor shall be solely responsible for the payment of wages, salaries and other amounts due its employees in connection with this agreement and shall be responsible for all reports and obligations related to Social Security, income taxes, unemployment and other withholding taxes, workers compensation and similar matters.
- 23) **Paragraph Headings:** All paragraph headings used are for the convenience of the parties only and shall not be considered a part of this Agreement nor used to interpret or construe the intent of the parties hereunder.

- 24) **Advertising or Publicity:** Neither HACC nor the Contractor shall use the name of the other in publicity releases or advertising without securing the prior written consent of the other, provided, however, that the Contractor may refer to HACC in any list of its customers.
- 25) **Non-Waiver:** No term or provision of this Agreement shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waive of, or excuse for any different or subsequent breach or default.
- 26) **Severability:** If any provision of the Agreement is in conflict with any statute or rule of law or may be determined by a court of competent jurisdiction to be illegal or unenforceable, then such provision will be deemed inoperative to the extent that it may conflict therewith or be illegal or unenforceable, and each provision not so affected will be enforced to the full extent provided by law.
- 27) **Governing Law:** The terms and conditions herein constitute the sole and entire agreement among parties and the laws of the Commonwealth of Pennsylvania shall govern any disputes. The Dauphin County Court of Common Pleas shall have exclusive jurisdiction over any and all litigation arising from the terms of this agreement.
- 28) **Entire Agreement:** This Agreement and all resultant purchase orders, supplements, attachments, and incorporations constitute the entire agreement between HACC and the Contractor. No conversations, understandings, or agreements varying, extending, or affecting in any way the terms or provisions of this Agreement will be binding on either party unless reduced to writing and duly executed by an authorized representative of each party.
- 29) **Attachments:** The following documents are attached hereto and are to be made part of the Contract:
1. Exhibit 'A' – Scope of Work
 2. Exhibit 'B' – Release of Liens and Claims

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the day and year indicated on the first page hereof.

CONTRACTOR

HACC, Central Pennsylvania's Community College

By: _____

By: _____

Name:

Name: George A. Franklin, Jr.

Title:

Title: VP Finance & College Resources

Date: _____

Date: _____

EXHIBIT F

DIVISION 2 – SITE CONSTRUCTION SECTION 02740 - FLEXIBLE PAVEMENT

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Joint sealer.
2. Oil Spot Primer
3. Surface sealer.

B. Related Sections:

1. Section 02760 – Paving Specialties

1.02 REFERENCES

A. SealMaster Products, or approved equal.

1. See the “Technical Data” section of the enclosed product specification sheets

B. Commonwealth of Pennsylvania, Department of Transportation:

1. Publication 408, latest revision:
 - a. Section 469 – Asphalt Joint and Crack Sealing.
 - b. Section 470 – Bituminous Seal Coat.
2. Publication 35 – Approved Construction Materials (Bulletin 35), latest edition.

1.03 DEFINITIONS

A. PennDOT: Pennsylvania Department of Transportation.

1.04 QUALITY ASSURANCE

A. Obtain materials from same source throughout.

B. Qualifications:

1. Installer must be listed as an Approved Contractor by PennDOT, or
2. Be able to provide the Owner references for a minimum of three (3) completed projects of similar nature, and any additional detailed experience information requested by the Owner.

1.05 ENVIRONMENTAL REQUIREMENTS

- A. Placement of materials shall be in accordance with the installation specifications of the manufacturer.
- B. Ambient air and surface temperatures shall be verified prior to placement of materials.

PART 2 - PRODUCTS

2.01 PAVEMENT JOINT SEALANT

- A. Pavement cracks/joints greater than ¼": Single component, hot-applied rubberized asphalt crack and joint sealant, CrackMaster Supreme Hot Pour Crack Sealant, as manufactured by ThorWorks Industries, Inc. (1-800-326-1994), or approved equal.

2.02 PAVEMENT OIL SPOT PRIMER

- A. Pavement oil spot primer shall be a latex based emulsion, Petro Seal Oil Spot Primer, as manufactured by ThorWorks Industries, Inc. (1-800-395-7325), or approved equal.

2.03 PAVEMENT SEAL COATING

- A. Pavement seal coating shall be a clay-stabilized, fuel-resistant coal tar emulsion sealer, SealMaster Coal Tar Concentrate Pavement Sealer, (1-800-395-7325), or approved equal.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify bituminous pavement surface is dry and clean from debris.

3.02 PAVEMENT JOINT SEALANT

- A. Apply joint sealant in accordance with manufacturer's specifications and guidelines.

3.03 PAVEMENT OIL SPOT PRIMER

- A. Apply oil spot primer in accordance with manufacturer's specifications and guidelines.

3.04 PAVEMENT SEAL COATING

- A. Apply seal coating in accordance with manufacturer's specifications and guidelines.

3.05 TOLERANCES

- A. All work shall be installed to tolerances in accordance with the manufacturer's specifications and guidelines.

3.06 PROTECTION OF FINISHED WORK

- A. All work shall be protected in accordance with manufacturer's specifications and guidelines.

END OF SECTION

DIVISION 2 – STIE CONSTRUCTION
SECTION 02760 - PAVING SPECIALTIES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Liquid traffic paint materials.

1.02 RELATED SECTIONS

- A. Section 02740 – Flexible Pavement

1.03 REFERENCES

- A. Commonwealth of Pennsylvania, Department of Transportation, Publication 408/2000 – Specifications, as amended.
 - 1. Section 901, Maintenance and Protection of Traffic During Construction.
 - 2. Section 962, Painting Traffic Lines and Markings.
 - 3. Section 963, Pavement Marking Removal.
 - 4. Section 1103, Traffic Signing and Marking.
- B. Commonwealth of Pennsylvania, Department of Transportation, Publication 35, Approved Construction Materials (Bulletin 15), as amended.
- C. Commonwealth of Pennsylvania, Department of Transportation, Publication 68, Regulations – Traffic Signs, Signals and Markings, as amended.
- D. Commonwealth of Pennsylvania Code, Title 67, Department of Transportation, Chapter 203, Work Zone Traffic Control.
- E. American Society for Testing and Materials:
 - 1. ASTM D711-89(1998) Standard Test Method for No-Pick-Up Time of Traffic Paint.
 - 2. ASTM D868-85(1998) Standard Test Method for Evaluating Degree of Bleeding of Traffic Paint.
 - 3. ASTM D969-85(1998) Standard Test Method for Laboratory Determination of Degree of Bleeding of Traffic Paint
 - 4. ASTM D1309-93 (1998) Standard Test Method for Settling Properties of Traffic Paints During Storage.
- F. Federal Standard 595B – Colors, 1989, as amended.

G. Institute of Transportation Engineers, Equipment and Material Standards of the Institute of Transportation Engineers, "A Model Performance Specification for the Purchase of Pavement Marking Paints and Powders", 2001, as amended.

H. Environmental Protection Agency, Code of Federal Regulations 40, Section 261.24.

1.04 SUBMITTALS

A. Product Data

1. Liquid traffic paint.

B. Certificates

1. Manufacturer's pavement marking material certification that the material meets or exceeds:

a) PennDOT Publication 408, Section 1103 – Traffic Signing and Marking.

b) Institute of Transportation Engineers, Equipment and Material Standards of the Institute of Transportation Engineers, "A Model Performance Specification for the Purchase of pavement marking Paints and Powders".

C. Manufacturer's Instructions

1. Application method, mixing instructions and surface preparation for:

a) Liquid Traffic Paint.

D. Qualification Statements

1. Qualified as a PennDOT Prime Contractor.

1.05 DELIVERY, STORAGE AND HANDLING

A. Deliver pavement marking materials to job site in their original, sealed containers or packages with intact and legible labels at time of use.

1. Store paint containers lid-down.

2. If the paint is used within two months after being received, no rotation prior to use is required. If the paint is on hand for more than two months, rotate paint several days before use.

B. Store approved materials at the job site in a suitable and designated area restricted to storage of pavement marking materials and related equipment.

C. Ensure safe storage of pavement marking materials and the prompt and safe disposal of waste. Store all products protected from weather when such products may be affected by freezing or high temperatures.

1.06 PROJECT CONDITIONS

A. Environmental Requirements:

1. Adhere to manufacturer's data on air and surface temperature limits and relative humidity during application and curing of pavement markings.
2. Schedule work to avoid dust and airborne contaminants.

B. Protection:

1. Protect pavement marking materials before, during, and after application.
2. Remove pavement marking material from curbs, sidewalks, or other improvements due to overspray, spills, or other reasons.

1.07 WARRANTY

- A. For a period of one year from the Date of Substantial Completion, replace any pavement marker, portion of the pavement marker, or legend material that has proven defective.
- B. For a period of 180 days from the Date of Substantial Completion, replace all defective liquid traffic paint markings demonstrating a loss of reflectivity, wear, or poor adhesion resulting from defective materials or workmanship.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Liquid traffic paint markings: Ready-mixed pigmented binder in a single package system suitable for application to traffic bearing surfaces such as Portland cement concrete, asphalt concrete pavements and plain or vitrified brick surfaces of streets, highways, bridges, tunnels, and parking lots.
 1. PennDOT Publication 408, Section 1103: Type 1 and Type 2.
 2. Institute of Transportation Engineers, Equipment and Material Standards of the Institute of Transportation Engineers, "A Model Performance Specification for the Purchase of Pavement Marking Paints and Powders".
 3. ASTM D 868.
 4. ASTM D 1309.
 5. Consist of either an alkyd resin type or a combination of alkyd resin type modified with chlorinated rubber ready-mixed white and yellow traffic paints, for use on asphalt concrete and Portland cement concrete pavements. Retroreflectorized for night visibility by adding glass beads before the paint dries or sets using pressurized methods.
 - a) Pigments:
 - 1) White: Provide combination of pigments to meet requirements specified herein. Provide sufficient suspending and dispersing agents to prevent excessive settling.

2) Yellow: Provide organic yellow pigment to meet requirements specified. Do not use metals listed in Environmental Protection Agency (EPA) Code of Federal Regulations 40, Section 261.24, Table 1. Provide sufficient suspending and dispersing agents to prevent excessive settling.

a. Color No. 33538 of Federal Standard 595B.

b) Binder: Provide combination of ingredients, except oil resins, to meet requirements specified. Provide sufficient amounts of anti-skinning agents prevent skinning as specified herein. Provide resin solids, compatible thinners and driers, to meet requirements of Schedule 1.

PART 3 - EXECUTION

3.01 PREPARATION

A. Maintenance and protection of traffic: PA Code Title 67, Chapter 203 – Work Zone Traffic Control.

B. Removal of pavement markings: PennDOT Publication 408, Section 963.

C. Old asphalt and concrete road surfaces:

1. All surfaces must be clean, dry, and free of surface contaminants such as oil, laitance, and curing compounds.
2. Existing lines must be in good condition, and adhering well to the roadway. Mechanically remove oil, laitance, curing compounds, and loose, chipping, flaking lines prior to pavement marking application.

D. Surfaces: Dry and blown or swept clean just before application.

E. Surface temperature range for application: 30-110 F.

3.02 APPLICATION

A. Application of pavement markings:

1. PennDOT Publication 408, Section 963.
2. PennDOT Publication 68.

B. Line painting machine shall not impede the traffic flow in adjacent lanes while painting of centerlines. Maintain one lane open to traffic while painting edge lines.

C. Liquid traffic paint marking:

1. Equipment:
 - a) Capable of simultaneous application of two parallel lines in either a solid or broken pattern in forming the centerline.

- b) Equipped with a measuring device that automatically and continuously measures the length of each line type placed to the nearest foot.

2. Centerline:

- a) Where existing centerlines are visible and properly located, the new centerlines shall be applied directly over the existing pattern.

3. Application:

- a) Paint: Dispensed in a wet film thickness of 15 mils. At the direction of the engineer, apply paint on bituminous surface treatment roads 25% greater than 15 mils.
- b) Apply when the air temperature is greater than 40 F.

D. Tolerances:

- 1. Width: 0.25-inches.
- 2. Lateral: 3-inches over 10-foot length.
- 3. Film thickness: 1 mil.

- E. Repair any marking deemed to be defective by the engineer for not being within the limits or tolerances specified prior to project final acceptance.

3.03 PROTECTION PAVEMENT MARKINGS

- A. Provide protection of markings from vehicular traffic in accordance with manufacturers recommendations.
- B. Traffic is to be kept off MMA until it has dried sufficiently to prevent dirt pick-up or tracking.

3.04 SCHEDULES

Schedule 1 – Requirements of Mixed Paints

Characteristic	Value
Pigment, percent by weight	55 to 60
Nonvolatile vehicle, percent by weight of vehicle	40 minimum
Uncombined water, percent by weight of paint	1.0 maximum
Coarse particles and skins (retained on No. 325 sieve, I/Percent by weight of pigment)	1.0 maximum
Consistency: Kreb units	65 to 75 (Type 1) 70 to 110 (Type 2)
Weight per gallon, lbs.: White Yellow	11.7 minimum 12.0 minimum
Fineness of grind, Hegman	2.0 minimum
Contract ratio, dry	0.96 minimum
Directional reflectance.: White Yellow	84 minimum 50 minimum

Drying time, No pick-up, minutes (lab) – ASTM D-711	30 maximum
Flexibility	No cracking or flaking
Bleeding Test – ASTM D-868 and ASTM D-969	5 minimum
Skimming (48 hours)	None
Storage Stability – ASTM D-1309	6 minimum

END OF SECTION

1. PRODUCT NAME

SealMaster Coal Tar Concentrate Pavement Sealer

FAAP631 specifications for coal tar pitch emulsion (CTPE) pavement sealer.

2. MANUFACTURER

SealMaster has a nationwide network of manufacturing and distribution facilities.

Phone: 800-395-7325
 www.sealmaster.net

Environmental Considerations: SealMaster Coal Tar Concentrate does not contain asbestos. Coal Tar Concentrate is an environmentally friendly water based pavement sealer containing less than 150 grams per liter volatile organic content (VOC).

3. PRODUCT DESCRIPTION & BENEFITS

SealMaster Coal Tar Concentrate Pavement Sealer is a clay-stabilized, fuel-resistant coal tar emulsion pavement sealer designed to protect and beautify asphalt pavement. Coal Tar Concentrate is formulated to be job-mixed with water and aggregate.

Physical/Chemical Properties: SealMaster Coal Tar Concentrate is a premium quality pavement sealer that meets the following material requirements when tested in accordance with ASTM D 140, ASTM D 466, ASTM D 490, ASTM B117, ASTM D 529, ASTM D 2939, and ASTM D244 procedures. (see chart below)

Basic Uses: SealMaster Coal Tar Concentrate is designed to beautify and protect asphalt pavement surfaces including parking lots, airports, driveways, shopping malls, roadways, and more.

5. INSTALLATION

Surface must be clean and free from all loose material and dirt. Pavement surface repairs should be made with a suitable hot or cold asphalt mix. Cracks should be filled with SealMaster hot pour or cold applied crack fillers. Treat all grease, oil, and gasoline spots or stains with SealMaster Petro Seal™ or Prep Seal™.

Composition: SealMaster Coal Tar Concentrate is a clay-stabilized, fuel-resistant coal tar emulsion pavement sealer fortified with special surfactants to promote superior adhesion and durability. Select aggregate is job-mixed to produce a slip-resistant coating.

Sizes: SealMaster Coal Tar Concentrate is available in 4,000 gallon bulk tankers, 55-gallon drums, and 5-gallon pails.

Color: SealMaster Coal Tar Concentrate dries to a deep, rich black color.

Limitations: SealMaster Coal Tar Concentrate shall not be applied when temperature is expected to drop below 50°F at any time within a 24 hour period after application.

4. TECHNICAL DATA

SealMaster Coal Tar Concentrate meets the requirements of ASTM D 5727, RP 355e, ASTM D 490, ASTM D 3320-74T, FAA P627, FAA P628, and

Methods: SealMaster Coal Tar Concentrate shall be applied by either pressurized spray application equipment or self-propelled squeegee equipment. Pressurized spray equipment shall be capable of spraying pavement sealer with sand added. Equipment shall have continuous agitation or mixing capabilities to maintain homogeneous consistency of pavement sealer mixture throughout the application process. Self-propelled squeegee equipment shall have at least 2 squeegee or brush devices (one behind the other) to assure adequate distribution and penetration of sealer into bituminous pavement. Hand squeegees and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

TEST	SPECIFICATIONS	RESULT
Material	Material shall be homogenous and show no separation or coagulation that cannot be overcome by moderate stirring.	PASSES
Chem. & Physical Analysis		
- Non Volatiles %	47-53%	PASSES
- Ash Non Volatiles %	30 - 40	PASSES
- Solubility of Non Volatiles in CS ₂	20 Min.	PASSES
- Specific Gravity 25°C	1.20 Minimum	PASSES
Drying Time	8 Hr. Max.	PASSES
Adhesion & Resistance to Water	No Penetration or Loss of Adhesion	PASSES
Resistance to Heat	No Blistering or Sagging	PASSES
Flexibility	No Cracking or Flaking	PASSES
Resistance to Impact	No Chipping, Flaking or Cracking	PASSES
Resistance to Volatilization	10% Loss in Weight Max.	PASSES
Wet Film Continuity	Smooth; Nongranular free from Coarse Particles	PASSES
Resistance to Kerosene	No loss of adhesion or penetration	PASSES
P-625 Fuel Resistance Test	Evaluation of Fuel Resistance	PASSES

SealMaster Coal Tar Concentrate Pavement Sealer
 SMT - 100

SealMaster
 Revised: OCT 2007
 (Supersedes SMT-1 (6/99), SMT-100 (7/01), SMT 100 (10/01), SMT-100 (7/04))

PAVING AND SURFACING
 Pavement Sealer

SealMaster® Coal Tar Concentrate Pavement Sealer

Mixing Procedures:

- For optimum results, SealMaster Coal Tar Concentrate Pavement Sealer shall be mixed in accordance with the following mix design (based on 100 gallons for ease of calculation):

Coal Tar Concentrate.....100 gals.
Water.....30-40 gals.
Sealer V.M. Polymer
Additive.....1-2 gals.
Sand*.....300-500 lbs.
*(40-70 mesh AFS rating)

IMPORTANT: The above mix design is a typical recommendation. Alternative mix designs may be substituted to account for local pavement conditions and use of other pavement sealer additives. However, in all cases sand shall be used in the mix design.

NOTE: Sealer V.M. is manufactured by ThorWorks and is available from your local SealMaster facility.

Application: For optimum performance and durability apply two coats of properly mixed SealMaster Coal Tar. A third coat of mixed Coal Tar Sealer may be applied to high traffic areas such as entrances, exits, and drive lanes.

Application Rate of Mixed Coal Tar Sealer: Apply properly mixed Coal Tar Sealer (Coal Tar Concentrate, Water, Sand, Additive) at a rate of .11 to .13 gallon per square yard (70-82 square feet per gallon) per coat.

Estimating Material Requirements: To estimate gallons of SealMaster Coal Tar Concentrate required to cover a specific area use the following coverage rate:

- One gallon of SealMaster Coal Tar Concentrate will cover approximately 100-120 square feet (11.1 to 13.3 square yards) per coat when properly mixed and applied.

Note: Coverage rates may vary due to pavement age and porosity.

Precautions: Both surface and ambient temperature shall be a minimum of 50°F. Temperature shall

not drop below 50°F in a 24 hour period following application. New asphalt surfaces should be allowed to cure a minimum of four weeks under ideal weather conditions (70°F) before applying Coal Tar Concentrate. Keep Out Of Reach Of Children. Do not store unopened drums or pails in freezing temperatures.

6. AVAILABILITY & COST

Availability: SealMaster Coal Tar Concentrate is supported by a nationwide network of SealMaster manufacturing facilities along with a national network of professional applicators.

Cost: Cost information can be obtained from a local SealMaster Coal Tar Concentrate applicator. Contact SealMaster for the Coal Tar Concentrate representative in your area.

7. WARRANTY

SealMaster warrants that SealMaster Coal Tar Concentrate meets the chemical composition and performance requirements set forth in section 4. Liability to the buyer or user of this product is limited to the replacement value of the product only.

8. MAINTENANCE

Periodic cleaning of parking lot surface will ensure optimum product service life.

9. TECHNICAL SERVICES

Manufacturer: Complete product specifications, material safety data sheets, and technical assistance is available from SealMaster.

Professional Applicators: Your local SealMaster Coal Tar Concentrate applicator is available to provide on-site inspections and recommendations to meet your specific needs.

10. FILING SYSTEMS

- Sweet's Catalog
- Sweet's CD
- Sweet's Online
- Sweet's Directory
- SealMaster Online Specification at www.sealmaster.net
- Complete SealMaster Product and Equipment Catalog Available

The statements made on this specification sheet are believed to be true and accurate and are intended to provide a guide for approved application practices. As workmanship, weather, construction, condition of pavement, tools utilized, and other variables affecting results are all beyond our control, the manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. The manufacturer expressly disclaims any implied warranties of merchantability or fitness for a particular purpose. Warranty is void on multi-coat applications if material made by other manufacturers is used with this product.

Form No.: SMT-100

Revised: 5/05

Supersedes: SMT-100 (7/04), SMT-4 (6/99), SMT-100 (7/01), SMT-100 (10/01)

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SealMaster

Phone: 1-800-395-7325

www.sealmaster.net

SealMaster®

Pavement Products & Equipment

1. PRODUCT NAME

Petro Seal™ Oil Spot Primer

2. MANUFACTURER

ThorWorks Industries, Inc.
2520 S. Campbell St.
Sandusky, OH 44870
Phone: 800-395-7325
Fax: 419-626-5477
www.thorworks.com

Additional Plant Locations:
SealMaster has a nationwide network of manufacturing and distribution facilities.

Phone 1-800-395-7325 or visit website at www.sealmaster.net to find the location near you.

3. PRODUCT DESCRIPTION & BENEFITS

Petro Seal is a concentrated latex based emulsion designed for sealing and priming oil spots on asphalt pavement prior to applying pavement sealer. Petro Seal helps prevent oil and gas from bleeding up through freshly applied asphalt or coal tar based pavement sealer. Petro Seal is a concentrated material that can be diluted up to 2 parts water to one part Petro Seal.

Basic Uses: For any asphalt pavement surface including parking lots, driveways, airports, and more.

Composition: Petro Seal is a latex emulsion blend containing specialty surfactants designed for priming petroleum based stains.

Sizes: Petro Seal is available in 5 and 55-gallon containers.

Limitations: Petro Seal shall not be applied when temperature is expected to drop below 50°F within a twenty-four period after application.

4. TECHNICAL DATA

Environmental Considerations: Petro Seal is an environmentally friendly water based latex emulsion containing less than 150 grams per liter volatile organic content (VOC).

Physical/Chemical Properties:

Petro Seal meets the following material requirements when tested in accordance with ASTM D4758 and ASTM D2939 (see chart below).

5. INSTALLATION

Surface must be free from dirt and dust. Wipe up or scrape excessive build-up of oil, grease, and gasoline spots. A torch may be used to burn away any residual.

Methods: Petro Seal shall be applied by roller, brush, or spray application tools.

Mixing Procedures: Petro Seal is supplied in concentrate form. Petro Seal can be diluted up to 2 parts water to 1 part Petro Seal. However, a 1 to 1 dilution rate is typically recommended. Mix thoroughly before applying.

Application: Apply mixed Petro Seal with roller, brush, or spray. Allow to dry completely before applying pavement sealer. NOTE: A small amount of sand may be broadcast onto wet Petro Seal. Once dry, this will help create an improved mechanical bond between the Petro Seal and the pavement sealer.

Application Rate of Mixed Petro Seal: Apply properly mixed Petro Seal (Petro Seal, Water) at a rate of approximately 150-200 square feet per gallon.

Estimating Material Requirements:

One gallon of Petro Seal Concentrate when mixed 1 to 1 with water will cover approximately 300-400 square feet. NOTE: Coverage rates may vary due to dilution rate, pavement porosity and method of application.

Precautions: Both surface and ambient temperature shall be a minimum of 50°F. Temperature shall not drop below 50°F in a 24 hour period following application. Keep Out Of Reach Of Children. Do not store unopened containers in freezing temperatures.

6. AVAILABILITY & COST

Availability: Petro Seal is supported by a national network of SealMaster facilities along with a national network of professional applicators.

Cost: Cost information can be obtained from a local applicator. Contact SealMaster for the name(s) of the applicators in your area.

7. WARRANTY

SealMaster warrants that Petro Seal meets the chemical composition and performance requirements set forth in section 4. Liability to the buyer or user of this product is limited to the replacement value of the product only.

Petro Seal
Oil Spot Primer
SMT - 220

SealMaster
July 2004
Supersedes SMT-15 (1/99)

PAVING AND SURFACING
Oil Spot Primer

Chemical & Physical Analysis	
Classification	Blended Latex Emulsion
Non-Volatiles (%)	27% min.
Ash (Non-Volatiles %)	< .5%
Specific Gravity	1.04
Flexibility	No Cracking or Flaking
Resistance to Impact	No Chipping, Flaking, or Cracking
Wet Film Continuity	Smooth, Non Granular

Petro Seal Oil Spot Primer

9. TECHNICAL SERVICES

Manufacturer: Complete product specifications, material safety data sheets, and technical assistance is available from SealMaster.

Professional Applicators: Your local applicator is available to provide on-site inspections and recommendations to meet your specific needs.

10. FILING SYSTEMS

- SealMaster Online Specifications at www.sealmaster.net
- Complete SealMaster Product and Equipment Catalog Available
- Sweet's Catalog
- Sweet's CD
- Sweet's Online
- Sweet's Directory

The statements made on this specification sheet are believed to be true and accurate and are intended to provide a guide for approved application practices. As workmanship, weather, construction, condition of pavement, tools utilized, and other variables affecting results are all beyond our control, the manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. The manufacturer expressly disclaims any implied warranties of merchantability or fitness for a particular purpose. Warranty is void on multi-coat applications if material made by other manufacturers is used with this product.

Form No.: SMT-220
Revised: 7/04
Supersedes: SMT-15 (4/99)

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ThorWorks Industries, Inc.
2520 South Campbell St.
Sandusky, OH 44870

Phone: 1-800-326-1994
FAX: 1-419-626-5477

www.sealmaster.net

SealMaster®

Pavement Products & Equipment

1. PRODUCT NAME

CrackMaster Supreme
 Hot Pour Crack Sealant

2. MANUFACTURER

ThorWorks Industries, Inc.
 2520 S. Campbell St.
 Sandusky, OH 44870
 Phone: 800-326-1994
 Fax: 419-626-5477
 www.thorworks.com

Additional Plant Locations:
 SealMaster has a nationwide network of manufacturing and distribution facilities.

Phone 1-800-395-7325 or visit website at www.sealmaster.net to find the location near you.

3. PRODUCT DESCRIPTION & BENEFITS

CrackMaster Supreme is a single component, hot-applied, rubberized asphalt crack and joint sealant. CrackMaster Supreme is specially formulated for both direct fire and oil-jacketed melters. It is heat stabilized to withstand temperatures up to 450°F without experiencing polymer degradation. When melted and properly applied it forms a resilient crack sealant for both asphaltic and cementitious pavements. CrackMaster Supreme meets manufacturer's specifications.

Basic Uses: CrackMaster Supreme is designed to seal expansion joints, longitudinal and transverse cracks, joints between concrete and asphalt shoulders, and random cracks in both asphalt and concrete pavements. CrackMaster Supreme is relatively hard and has a high softening point, which makes it well suited for parking lots and driveways.

Composition: As supplied, CrackMaster Supreme is supplied in solid blocks comprised of heat stabilized polymers and asphalt.

Sizes: CrackMaster Supreme is supplied in 50 lb. cardboard cartons containing two 25 lb. blocks of material per carton.

Color: Black.

Limitations: Do not overheat material. Cracks must be free from moisture, dust, loose aggregate and other contaminants prior to application.

4. TECHNICAL DATA

CrackMaster Supreme meets the following material requirements when tested in accordance with ASTM D6690. (see chart below).

Environmental Considerations: CrackMaster Supreme is considered a non-hazardous material.

5. INSTALLATION

Proper surface preparation will facilitate adequate adhesion and consequently the maximum service life of the sealant. The crack must be free from moisture, dust, and loose aggregate. Routing or wire brushing are preferred methods followed by a compressed air heat lance immediately prior to sealing. The substrate and air temperature must be above 40°F.

Methods: CrackMaster Supreme may be melted in direct fired or oil jacketed melters. Carefully insert blocks of material (with plastic bag) into melting equipment with agitator turned off. Load material slowly to avoid splashing. After the initial load of material has reached the recommended pouring temperature (350-400°F), fresh material may be added as sealant

is used. Melt only enough material that will be used the same day. Avoid overheating material. Excessive heat could cause material to gel in the equipment or fall in crack and joints. A significant viscosity increase accompanied by stringiness signals the approach of gelation. If this occurs, immediately remove the material from the melter and dispose of it.

IMPORTANT: Protective apparel is recommended with application of CrackMaster Supreme. The extremely hot material will cause severe burns on contact with skin. OSHA Safety Regulations require workers to wear the following types of safety attire (see current OSHA/Safety Regulations for additional information): Hard hat with face shield; long sleeved shirt buttoned at the wrist; heat-resistant gloves; long, cuffless pants; and safety toed work boots. Make certain all area around melter is clear of all debris and flammable materials. Avoid breathing vapors. Use with adequate ventilation.

Mixing Procedures:
 Use material as supplied. Do not blend with other materials.

Application: Apply heated CrackMaster Supreme using either a pump and wand system or a pour pot. For best results the sealant depth to width ratio should not exceed 2 to 1 (i.e. 2-inches deep to 1-inch wide). The cooled sealant

CrackMaster Supreme
 Hot Pour Crack Sealant
 SMT-190

SealMaster
 August 2005
 (Supersedes SMT-13 (2/99), SMT-190 (10/01), SMT-190 (7/04))

PAVING AND SURFACING
 Pavement Sealer

Chemical & Physical Analysis	
Recommended Application Temperature	350 - 400°F
Maximum Heating Temperature	450°F
Cone Penetration at 25°C	50 Max.
Flow at 60°C, mm.....	0
Softening Point	200°F Min.
Resiliency, %.....	60% Min.
Flexibility, 0.2E.....	(1" Mandrel) - PASS
Specific Gravity.....	1.17
Asphalt Compatibility	PASSES

CrackMaster™ Supreme

Hot Pour Crack Sealant

height should not exceed 1/8" above surrounding pavement. Using a sealing shoe or squeegee, band the material 2 to 3 inches wide over the crack.

Estimating Material Requirements: Use the following chart as a guideline for estimating material requirements (based upon pounds of material needed for 100 feet of cracks):

Crack Width	Depth	lbs/100feet
3/8"	3/8"	6.2 lbs.
3/8"	1/2"	8.3 lbs.
1/2"	1/2"	11.1 lbs.
1/2"	1"	22.2 lbs.
3/4"	1/2"	16.6 lbs.
3/4"	3/4"	25.00 lbs.

The above coverage rates are only a guideline. Actual material usage may vary due to width of application and thickness of material above pavement surfaces.

Precautions: Cracks must be free from moisture, dust, dirt, and debris. Both substrate and air temperature must be above 40°F. Keep boxes of material dry during storage. Do not store in direct sunlight.

6. AVAILABILITY & COST

Availability: CrackMaster Hot Pour Crack Sealants are supported by a nationwide network of SealMaster facilities along with a national and international network of professional applicators.

Cost: Cost information can be obtained from a local SealMaster CrackMaster applicator. Contact SealMaster for the CrackMaster representative in your area.

7. WARRANTY

SealMaster warrants that CrackMaster Supreme meets the chemical composition and performance requirements set forth in section 4. Liability to the buyer or user of this product is limited to the replacement value of the product only.

9. TECHNICAL SERVICES

Manufacturer: Complete product specifications, material safety data sheets, and technical assistance is available from SealMaster.

Professional Applicators: Your local CrackMaster applicator is available to provide on-site inspections and recommendations to meet your specific needs.

10. FILING SYSTEMS

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- Complete SealMaster Product and Equipment Catalog Available
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- Sweet's CD
- Sweet's Online
- Sweet's Directory

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Form No.: SMT-190

Revised: 8/05

Supersedes: SMT-13 (4/99), SMT-190 (10/01), SMT-190 (7/04)

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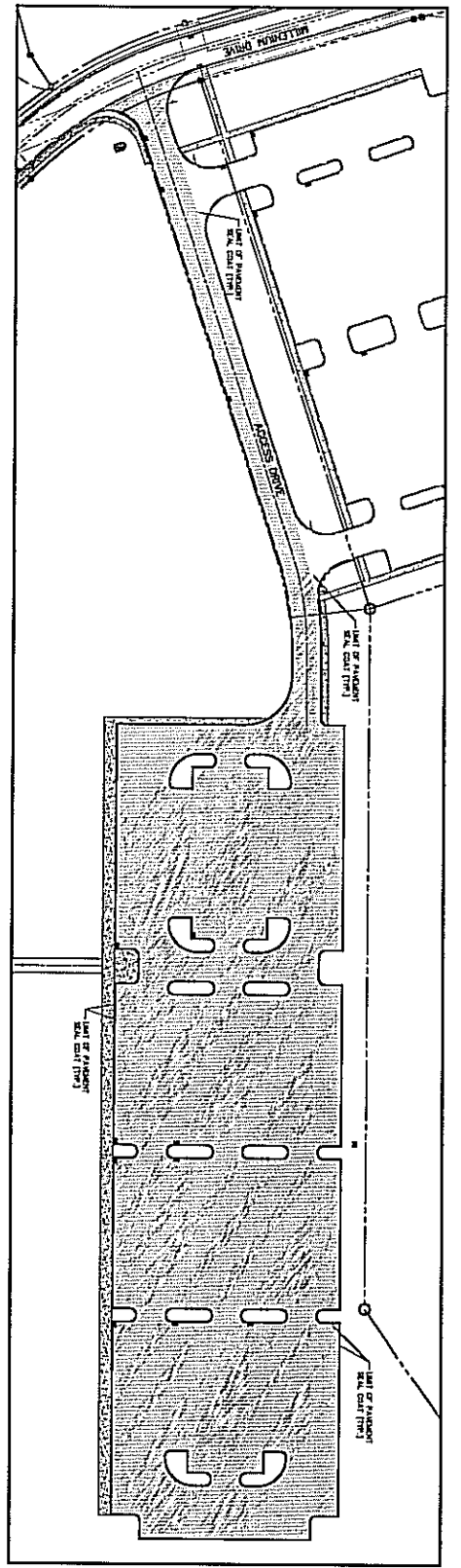
FAX: 1-419-626-5477

www.sealmaster.net

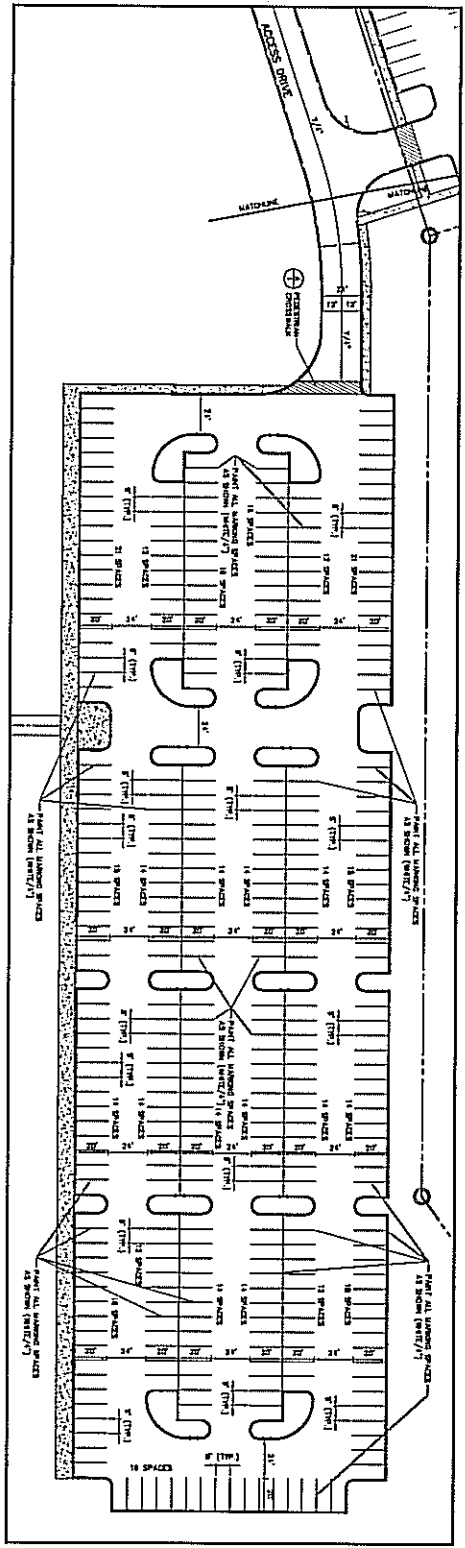
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Pavement Products & Equipment

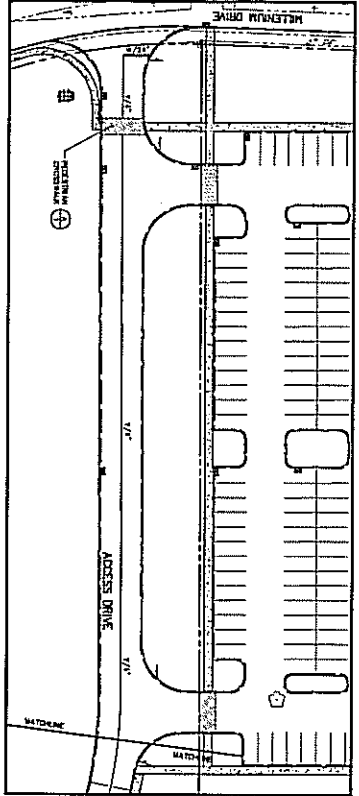
EXHIBIT G



IMPROVEMENTS PLAN
SCALE: 1" = 40'



PAVEMENT MARKING & SIGNAGE PLAN
SCALE: 1" = 40'



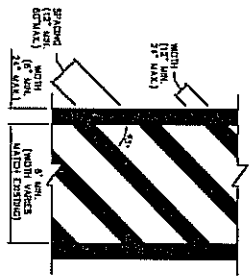
PAVEMENT MARKING & SIGNAGE PLAN
SCALE: 1" = 40'

CONSTRUCTION NOTES:

1. ANY OF THE SPOT PAINT OR SIGNAGE CONTRACTORS SHALL FIELD VERIFY QUANTITIES/AREAS WITH THE OWNER/ENGINEER PRIOR TO APPLICATION.
2. THE ACCESS DRIVE SHALL HAVE A 1/4" CONCRETE FINISH, AS SHOWN ON THE PLAN.

PAVEMENT MARKING NOTES:

1. THE CONTRACTOR MUST VERIFY ALL EXISTING PAVEMENT MARKINGS AND SIGNAGE WITHIN THE PROJECT LIMITS PRIOR TO CONSTRUCTION. THE PROPOSED PAVEMENT MARKINGS SHALL BE INDICATED AS SHOWN ON THE DRAWING OR AS APPROVED BY OWNER.



NOTE: THIS DETAIL IS BASED UPON PAVEMENT TYPE AND FINISH. THE CONTRACTOR SHALL VERIFY THE EXISTING PAVEMENT TYPE AND FINISH PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL VERIFY THE EXISTING PAVEMENT TYPE AND FINISH PRIOR TO CONSTRUCTION.

⊕ CROSSWALK MARKING DETAIL
NOT TO SCALE

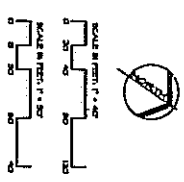


LOCATION MAP
SCALE: 1" = 400'

PAVEMENT LEGEND:
PAVEMENT TO BE
SKEL GRADED

PAVEMENT MARKING LEGEND

ROAD LINE: W/4" OR 1/2"



DESCRIPTION	SCALE	UNIT
ROAD LINE	1/4" = 40'	FT
CROSSWALK MARKING	1/4" = 40'	FT

BA
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CONSTRUCTION CONDITIONS	DATE
NO. 1 PAVING	11/11/2023
NO. 2 PAVING	11/11/2023
NO. 3 PAVING	11/11/2023
NO. 4 PAVING	11/11/2023
NO. 5 PAVING	11/11/2023
NO. 6 PAVING	11/11/2023
NO. 7 PAVING	11/11/2023
NO. 8 PAVING	11/11/2023
NO. 9 PAVING	11/11/2023
NO. 10 PAVING	11/11/2023