

2023 ROAD PROGRAM (CONTRACT 1)

FOR THE CITY OF READING

PENNSYLVANIA



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NOTICE AND INSTRUCTIONS

CITY OF READING, PENNSYLVANIA

NOTICE TO CONTRACTORS

The City of Reading is requesting proposals for the 2023 ROAD PROGRAM (CONTRACT 1) Project. An electronic proposal, inclusive of all requested information and supporting documents, shall be submitted via the Pennbid Program (www.pennbid.procurement.com). Proposals shall be received until 3:00 P.M., prevailing time on April 17, 2023, at which time the proposal shall be opened publicly. Bidders are invited to be present at the Bid opening, located in Council Chambers, City Hall, 815 Washington Street, Reading, PA. Specifications and Proposal Forms for the above work can be obtained via Penn Bid at www.Pennbid.Procurement.com.

“The City has determined that the City’s Responsible Contractor Ordinance does **not** apply as it does not meet the criteria set forth in Section 1501 of the ordinance. Therefore, bidders do not need to meet the requirements of that ordinance in order to successfully bid on this contract.”

The work shall consist of milling, base repair & overlay of selected streets in the City of Reading, and also includes the design and installation of ADA compliant curb ramps and associated signal improvements as specified in the Contract Documents.

The project is being funded by the Municipal Liquid Fuels Program. Funding requirements must be followed.

There will be a non-mandatory pre-bid meeting for this project.

Each proposal shall be accompanied by bid surety in the amount of ten percent (10%) of the proposal. A certified check or bid bond will be accepted.

Attention is called to the fact that Pennsylvania prevailing wage rates must be paid by the contractor and that employees shall not be discriminated against because of race, color, age, religion, sex or national origin.

The City of Reading reserves the right to accept or reject any and all bids, and to accept or reject any part of a bid, as may be in the public interest.

Tammi Reinhart
Purchasing Coordinator

INSTRUCTIONS TO BIDDERS

PROPOSAL SUBMISSION

An electronic proposal, inclusive of all requested information and supporting documents, shall be submitted via the PennBid Program (www.Pennbid.Procurement.com). Proposals shall be received until 3:00 P.M., prevailing time on April 17, 2023, at which time the proposal shall be opened publicly. Bidders are invited to be present at the Bid opening, located in Council Chambers, City Hall, 815 Washington Street, Reading, PA., for the 2023 ROAD PROGRAM (CONTRACT 1).

Specifications and Proposal Forms for the above work can be obtained via PennBid at www.Pennbid.Procurement.com

Bids received after the hour specified, will not be considered.

BONDS

Bid security, in the amount of ten percent (10%) of the bid price shall accompany each proposal. This bid security may be a Certified or Cashier's Check, or a bid bond furnished by a surety company, satisfactory to the City of Reading. The successful bidder, upon award of contract, shall furnish at the time of execution of the same, a Maintenance Bond, Payment Bond, and Performance Bond by a surety company acceptable to the City of Reading, in an amount equal to ONE HUNDRED PERCENT (100%) of the contract to guarantee satisfactory performance, All bonds are subject to approval by the City Solicitor.

In case the contract is awarded to a bidder who fails to enter the contract or to deliver all required bonds and affidavits, the cash or check deposited shall become absolute property of the City; or if a bond has been deposited, it shall become payable immediately. Cash, checks or bonds deposited will be returned to unsuccessful bidders as soon as the contract is awarded, or all bids rejected.

INSURANCE

The Contractor, at the time of execution of the contract, shall also furnish the City with insurance certificates of adequate limits, as later indicated, to protect the City of Reading, its agents, and employees from any litigation involving Worker's Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Worker's Compensation Insurance certificates to the City. No subcontractor will be allowed to perform any work under this contract by the City unless such certificates are submitted to and approved by the City beforehand.

WORKERS' COMPENSATION AND PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The status of the Contractor in the work to be performed by the Contractor is that of any independent Contractor and as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such he alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Contractor, his sub-contractors, agents, or employees have been negligent, and the Contractor shall keep the City free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Contractor shall assume all

responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty.

The Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Contractor shall indemnify and save harmless the City from all suits or actions of law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. Contractor's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the City.

The Contractor shall maintain such insurance as will protect him from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself, by any subcontractor or anyone directly or indirectly employed by either of them. Contractor's liability insurance shall be in the names of the Contractor and the City, as their respective interests may appear. Certificates of such insurance shall be filed with the City Risk and Safety Manager.

The minimum amount of liability insurance to be maintained by the Contractor during the life of the contract shall be as follows:

Comprehensive General Liability – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

Business Automobile Liability – For owned, non-owned, leased and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

Professional Liability – in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Worker's Compensation – Statutory limits in each state in which Service Provider is required to provide Worker's Compensation coverage including "All States" and "Voluntary Compensation" endorsement, and a Waiver of Subrogation endorsement in favor of the County.

Employer's Liability – with limits of not less than \$100,000 Accident – Each Accident, \$100,000 Disease – Each Employee; and \$500,000 Disease – Policy Limit.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the City of Reading, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage**, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: **City of Reading, 815 Washington Street, Reading, PA 19601**. All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City.

Please forward a certificate of insurance verifying these insurance requirements.

Liability insurance shall include automobile coverage, including "hired automobiles and non-ownership automobiles."

Liability insurance shall include the hazard of collapse, damage to underground utilities, underground blasting, and excavation. Prior to any blasting which may be required, blasting insurance shall be obtained by the Contractor in an amount satisfactory to the City Engineer.

Liability insurance shall include the hazard of building collapse and of damage to adjoining properties and/or to individuals located within or adjacent to each project site.

All subcontractors performing work under this contract must furnish to the City a copy of their Certificate of Insurance for Workers' Compensation and liability for bodily injury and property damage.

WAGES AND EMPLOYMENT REQUIREMENTS

Bidder agrees that not less than the Pennsylvania prevailing wages will be paid.

The Contractor will further agree to comply with Commonwealth of Pennsylvania Act of August 15, 1961, P.L. 1225 and amendments as applicable.

EQUAL EMPLOYMENT OPPORTUNITY

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

The Contractor will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Contractor, commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

SUPERVISION OF WORKERS

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the City. Failure for the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the contract unless such directives would create potential personal injury or safety hazards.

This contract will be under the direct supervision of the City or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Contractor and the City authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

SUBCONTRACTS

The Contractor will not be allowed to subcontract work under this contract unless written approval is granted by the City. The Subcontractor, as approved, shall be bound by the conditions of the contract between the City and the Contractor. The authorization of a Subcontractor is to perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the Contractor. All directions given to the Subcontractor in the field shall bind the Contractor as if the notice had been given directly to the Contractor.

QUALITY

Where a bid is asked for a certain article or "Approved Equal" and the bidder intends to furnish an article which the bidder considers equal to the one named, the bidder must specify in the bid the name and grade of said article. All disputes concerning grade and quality of materials or work shall be determined by a person duly authorized by the City.

TIME OF COMPLETION

The bidders are herewith cautioned that the time of completion indicated in their proposal must be complied with. To insure timely completion, the successful bidder will be required to furnish adequate equipment, and qualified personnel in sufficient numbers at all times.

Where a date is set for delivery of materials or the performance of work, said materials must be delivered, or work performed, in accordance with the specifications or description herein contained on or before said date, or the order to the delinquent party will be canceled and awarded to the next lowest responsible bidder.

BUSINESS PRIVILEGE TAX

The City of Reading imposes a Business Privilege License, at \$55.00 per calendar year. In addition, a Business Privilege Tax is imposed at the rate of 2-1/4 mills upon the gross receipts attributable to business conducted within the City of Reading.

PERMITS/LICENSES

The Contractor shall, at his expense, pay all fees and procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The Contractor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

BASIS OF PAYMENT

All prices to be quoted F.O.B. Reading, PA destination. The City of Reading is tax exempt.

OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The Contractor at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Contractor shall comply fully and completely with any and all applicable State and Federal Statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

WITHDRAWAL OF PROPOSALS/BIDS

After a bid has been opened, it may not be withdrawn except as provided by Act of January 23, 1974, P.L. 9 No. 4, as same may be amended.

No bids may be withdrawn for a period of ninety (90) days following the formal opening and receipt of bids by the City of Reading.

BID REJECTION

The City of Reading reserves the right to reject any or all bids and to accept or reject any part of any bid. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City.

EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) calendar days after mailing of contract documents by the City to the Principal, enter into contract with the City on form as included within the bidding documents for the appropriate bonds, indemnities and insurances required hereunder.

The contract, when executed, shall be deemed to include the entire agreement between the parties; the Contractor shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives or the City, or other persons.

All attachments are considered as part of this document.

METHOD OF PAYMENT

Payments shall be based on an invoice submitted by the General Contractor or approved representative Construction Manager in AIA or other approved format. The City shall have the right to withhold disbursement funds if in the City's opinion construction work for which payment has been requested is of poor workmanship, contrary to any applicable codes and contract specifications, violation of appropriate paperwork requirements that are not up to date and approved for this billing period, General Contractor fails to comply with this Agreement, or for other conditions or circumstances which the City deems not to be in the best interest of the public.

Ten percent (10%) of each General Contractor invoice request shall be retained by the City on this contract until it is completed up to City codes and contract specifications and approved by a City Official or person representing a City Official (Architect or Engineer).

ACCESS TO ACCOUNTING RECORDS

The contractor shall certify that all materials, equipment, and labor charged to the City are accounted for and shall keep such full and detailed accounts as may be necessary for proper financial management

under this Agreement. The City or its representative shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of three (3) years, or for such longer period as may be required by law, after the final payment.

ASSIGNMENT OF REFUND RIGHTS

The City is not subject to federal, state, or local sales or use tax or federal excise tax. Contractor hereby assigns to City all of its rights, title, and interest in any sales or use tax which may be refunded as a result of the purchase of any materials purchased in connection with the Contract and Contractor, unless directed by the City, shall not file a claim for any sales or use tax refund subject to this assignment. Contractor authorizes the City, in its own name or the name of the Contractor, to file a claim for a refund of any sales or use tax subject to this assignment.

CONTRACTS WITH SUBCONTRACTORS

The Contractor agrees to include the above referenced paragraphs in any contract with subcontractors and to provide proof thereof to the City of Reading if requested.

NOTICE TO PROCEED

The Contractor shall begin work on the job site within ten (10) days after receiving Notice to Proceed from the City.

DISCONTINUANCE OF WORK

Any practice obviously hazardous as determined by the City shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.

CONTRACT TERMINATION

The City shall have the right to terminate a contract or a part thereof before the work is completed in the event:

1. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
2. The contractor is not adequately complying with the specifications.
3. The contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personal and/or workers or proper equipment.
4. The contractor in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
5. The contractor refuses to proceed with work when and as directed by the City.
6. The contractor abandons the work.

Contractors who have questions concerning various aspects of this Contract should contact the following persons:

PRE-BID MEETING

There will be a non-mandatory pre bid meeting scheduled for this project.

QUESTIONS REGARDING SPECIFICATIONS OR BID PROCESS

To ensure fair consideration for all bidders, the City prohibits communication to or with any department or division manager or employee during the bid process with the exception of those questions relative to interpretation of specifications of the bid process. Such questions shall be submitted to Purchasing via Penn Bid at www.Pennbid.Procurement.com no later than March 28, 2023. Responses to questions shall be issued to all bidders in the form of a written addendum no later than April 6, 2023.

Notice: Payment of invoices is subject to the terms and conditions of the sources of funding for this project.

THE FOLLOWING INSTRUCTIONS FOR CONTRACTORS REGARDING AFFIRMATIVE ACTION ARE PROVIDED FOR INFORMATION PURPOSES. THE SUCCESSFUL BIDDER ASSUMES THE OBLIGATION TO TAKE WHATEVER AFFIRMATIVE ACTIONS ARE NECESSARY TO ASSURE EQUAL EMPLOYMENT OPPORTUNITY IN ALL ASPECTS OF EMPLOYMENT, IRRESPECTIVE OF RACE, COLOR, CREED, OR NATIONAL ORIGIN.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT
OPPORTUNITY (EXECUTIVE ORDER 11246, AS AMENDED)**

- (1) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (2) The goals are timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation in Each Trade	Goals for Female Participation for Each Trade
Until Further Notice	2.5% for all trades	6.9% for All Trades

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally-assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (3) **THE CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO THE DIRECTOR OF THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS WITHIN 10 WORKING DAYS OF AWARD OF ANY CONSTRUCTION SUBCONTRACT IN EXCESS OF \$10,000 AT ANY TIER FOR CONSTRUCTION WORK UNDER THE CONTRACT RESULTING FROM THIS SOLICITATION. THE NOTIFICATION SHALL LIST THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE SUBCONTRACTOR; EMPLOYER IDENTIFICATION NUMBER; ESTIMATED DOLLAR AMOUNT OF THE SUBCONTRACT; ESTIMATED STARTING AND COMPLETION DATES OF THE SUBCONTRACT; AND, THE GEOGRAPHICAL AREA IN WHICH THE CONTRACT IS TO BE PERFORMED.**

**OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
THE CURTIS CENTER SUITE 750 WEST
170 SOUTH INDEPENDENCE MALL WEST
PHILADELPHIA, PA 19106-3309
PHONE (215) 861-5764**

As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the City of Reading, Pennsylvania.

State of _____)
County of _____) ss.

I, _____, Notary Public, being duly sworn, deposes and says that he
is _____ of _____,
(Name of Organization)
and that the answers to the foregoing questions and all statements therein contained are true and
correct.

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

NOTARY PUBLIC

My Commission Expires:

DOCUMENTS TO BE SUBMITTED WITH BID

PROPOSAL

Proposal of:

Name:

Address:

TO: Eddie Moran, Mayor
City of Reading
Reading, PA 19601

Dear Mayor Moran:

In conformity with City Plans and specifications, and the Contract Documents, including the instructions to Bidders, Form of Proposal, Bid Bond and Conditions, the undersigned submits this proposal, and encloses herewith as proposal guaranty, a Certified or Treasurer's Check, or Bid Bond, in an amount not less than ten percent (10%) of the bid herein submitted, which it is understood will be forfeited if this proposal is accepted by the City of Reading, and the undersigned fails to furnish approved bonds and execute the contract within the time stipulated; otherwise, the guarantee will be returned.

The undersigned declares that no Member of Council, Director of Department, Division Manager, deputy thereof or clerk therein, or other officer of the City of Reading, is directly or indirectly interested as principal, surety or otherwise in this proposal or has any supervision or overall responsibility for the implementation in administration of the contract.

It is certified that the undersigned is the only person(s) interested in this proposal as principal and that the proposal is made without collusion with any person, firm, or corporation.

It is hereby agreed to execute the contract and furnish surety company bonds, on the forms enclosed in the Contract Documents, in the amount of one hundred percent (100%) of the contract price within ten (10) days of mailing of the contract documents from the City to the Principal, and to begin work within ten (10) days after receipt of Notice to Proceed from the City of Reading.

It is proposed to furnish and deliver all materials, tools, equipment, power, tests and transportation, perform all labor, superintendence, and all means of construction, and do all incidental work, and to execute, construct and finish in an expeditious and workman-like manner, in accordance with the plans and specifications, to the satisfaction and acceptance of the Department of Public Works of the City of Reading and its Engineer for the 2023 ROAD PROGRAM (CONTRACT 1) Project as submitted on the PennBID unit price bid form and Total Bid below.

TOTAL BID:

_____ (written)

\$ _____ (figures).

IN WITNESS WHEREOF, this proposal has been executed this ____ day _____ A.D. 20____, by the setting hereunto of his or its hand and seal.

(INDIVIDUAL: PRINCIPAL)

Witness: _____
_____ (Seal)
(Signature of Individual)

Trading and Doing Business as:

(PARTNERSHIP PRINCIPAL)

Witness: _____
_____ (Seal)
(Name of Partnership)

Witness: _____
By: _____ (Seal)
(Partner)

Witness: _____
By: _____ (Seal)
(Partner)

Witness: _____
By: _____ (Seal)
(Partner)

(CORPORATION PRINCIPAL)

Attest:

(Assistant Secretary)

(Name of Corporation)

By: _____

(Vice) President

(CORPORATE SEAL)

or (if appropriate)

(Name of Corporation)

By: _____
Authorized Representative

FORM OF BID BOND

BOND

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

_____, as Principal (the "Principal"), and _____

a corporation organized and existing under laws of the _____ of _____, as

Surety (the "Surety"), are held and firmly bound unto _____ as

Obligee (the "Obligee"), as hereinafter set forth, in the full and just sum of

_____ Dollars

(\$ _____),

lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal herewith is submitting a Proposal to the Obligee to perform the _____ Work in connection with the construction of _____ pursuant to plans, specifications and other documents constituting the Contract Documents which are incorporated into said Proposal by reference (the "Contract Documents"), as prepared by the Department of Public Works, City Hall, 815 Washington Streets, Reading, PA 19601-3690.

WHEREAS, it is a condition of the receipt and consideration by the Obligee of said Proposal that it shall be accompanied by proposal guaranty to be held by the Obligee on terms hereinafter set forth.

NOW, THEREFORE, the condition of this Bond shall be such that, if the Principal, within ten (10) days after mailing of contract document by the City to Principal, shall furnish to the Obligee a Performance Bond, Payment Bond and a Wage Rate Compliance Bond, and upon award of a contract to him by the Obligee, shall execute and deliver the Agreement and furnish to the Obligee proper evidence of effectiveness of insurance coverage, respectively within the time, in the forms and in the amounts, as appropriate, required by the Contract Documents, then this Bond shall be void, otherwise, this Bond shall remain in full force and effect.

The Principal and the Surety agree to pay to the Oblige the difference between the amount of said Proposal, as accepted by the Oblige, and any higher amount for which the required work shall be contracted for by the Oblige, together with any additional advertising costs, architect's fees, legal fees and any all other fees and expenses incurred by the Oblige by reason of the failure of the Principal to enter into such Agreement with the obligee, or to furnish such Contract Bonds, or to furnish evidence of effectiveness of such insurance coverage; provided, however, that (1) the obligation of the Surety shall not exceed the stated principal amount of this Bond; and (2) if the Oblige should not procure an executed contract with any other person for the performance of the work contemplated in said Proposal, as accepted by the Oblige, upon the same terms and conditions, other than price, as provided in the Contract Documents, within the period provided in the Contract Documents during which no proposals of bidders may be withdrawn, whether because of the lack of other proposals, or because of the inability or refusal of any other bidder to enter into an appropriate contract, or because the cost under any higher proposal would be greater than the Oblige shall determine, in its sole discretion, that it can afford, then the Principal and the Surety agree to pay to the Oblige the full amount of this Bond as liquidated damages.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this _____ day of _____, 20____.

(INDIVIDUAL PRINCIPAL)

(Seal)

(Signature of Individual)

Witness:

Trading and Doing Business as:

(PARTNERSHIP PRINCIPAL)

(PARTNERSHIP PRINCIPAL)

(Seal)

(Name of Partnership)

Witness:

By: _____
(Partner)

(Seal)

Witness:

By: _____
(Partner)

(Seal)

Witness:

By: _____
(Partner)

(Seal)

Witness:

By: _____
(Partner)

(Seal)

(CORPORATION PRINCIPAL)

(Name of Corporation)

By: _____
(Vice) President

Attest:

(Assistant Secretary)

(Corporate Seal)

(OR, IF APPROPRIATE)

(Name of Corporation)

By: _____
(Authorized Representative)

Signed _____

(Title)

Subscribed and sworn to before me on

this ___ day of _____, 20 ___

(Title)

My Commission Expires:

(CORPORATION SURETY)

(Name of Corporation)

By: _____
(Attorney-In-Fact)

Witness:

(Corporate Seal)

** Attach an appropriate Power of Attorney, valid and in effect as of the date of this affidavit, evidencing the authority of the Attorney-In-Fact to act in behalf of the corporation.

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antirigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

This Non-Collusion affidavit must be executed by the member, officer, or employee of the bidder who is authorized to legally bind the bidder.

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.

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.

The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any form of bid submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

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

He/She is _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached Bid or Bids;

He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Reading or any person interested in the proposed Contract;

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

Neither the said Bidder nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Reading, which the Bidder will be required to perform.

I state that _____ understands
(Name of Firm)

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

(Name and Company Position)

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

Notary Public

My Commission Expires

**PROVIDER'S CERTIFICATION OF NON-INDEBTEDNESS
TO THE CITY OF READING**

Provider hereby certifies and represents that Provider and Provider's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Reading (the "City"), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the City's satisfaction within a reasonable timeframe specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

NAME OF PROVIDER

By: _____
AUTHORIZED SIGNATORY

Title: _____
PRESIDENT OR VICE PRESIDENT

Attest: _____

RESOLUTION NO. 192-92

WHEREAS, reportedly, twenty-five cement manufacturing facilities in the United States are currently burning well over two billion pounds a year of hazardous waste as a source of fuel and additional profit in the cement manufacturing process; and

WHEREAS, approximately twenty cement manufacturing facilities are seeking permission to start this practice; and

WHEREAS, sufficient data and evidence as to the safety of cement products made from hazardous waste has not been proven; and

WHEREAS, it is in the best interest of the citizens of the City of Reading in regard to their health and quality of life that cement derived from hazardous waste be banned from any City projects.

NOW, THEREFORE, the Council of the City of Reading resolves that the City of Reading will not purchase cement from any facility that burns hazardous waste as fuel in its manufacturing process, nor allow the use of concrete made from this type of cement. This policy shall be reflected in city bid specifications.

PASSED COUNCIL April 1, 1993

WARREN H. HAGGERTY, JR.
Mayor

ATTEST:

RUTH M. THOMPSON
City Clerk

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: _____
2. Permanent main office address: _____
3. When organized: _____
4. If a corporation, where incorporated: _____
5. How many years have you been engaged in the contracting business under your present firm or trade name: _____
6. Contracts on hand: (Schedule these on an attached sheet, showing amount of each contract and the appropriate anticipated dates of completion.)
7. Have you ever failed to complete any work awarded to you? If so, where and why?

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

9. List the more important projects recently completed by your company on an attached sheet, stating the approximate cost of each, and the month and year completed.
10. List your major equipment available for this contract.

11. Describe experience in construction work similar in importance to this project on an attached sheet.

Statement of Bidder's Qualifications

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

13. Credit available: \$ _____

14. Give Bank reference: _____

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

16. (A) Have you ever been a party to or otherwise involved in any action or legal proceeding involving matters related to race, color, nationality or religion? _____ If so, give full details.

(B) Have you ever been accused of discrimination based upon race, color, nationality or religion in any action or legal proceeding including any proceeding related to any Federal Agency? _____. If so, give full details _____

17. All prospective bidders are required to present proof of an acceptable disposal method approved by the Pennsylvania Department of Environmental Protection. The proof may consist of a copy of a State Solid Waste Disposal Permit issued to the prospective bidder by the Pennsylvania Department of Environmental Protection, or a letter of approval from the Pennsylvania Department of Environmental Protection for the use of a proposed or existing disposal facility which has a permit or is under review for a permit. Same to be in accordance with Section 7 (a) application and permits, Pennsylvania Solid Waste Management - "Act 241."

Statement of Bidder's Qualifications

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

19. Name, address, phone number, and contact person at surety company who will provide bonding for this contract:

20. Name, address, phone number, and contact person at insurance company who will provide insurance coverage for this contract:

21. The undersigned hereby authorizes any person, firm or corporation to furnish any information requested by the City of Reading in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED at _____ this ____ day of _____, 20____.

(NAME OF BIDDER)

BY: _____

TITLE: _____

6. If an individual or a partnership, give the:
 - A. Date or organization:
 - B. Name and address of all partners (state whether general or limited partnership):

7. If other than a corporation or partnership, describe your organization and name all principals or owners:

8. List states and categories in which your organization is legally qualified to do business giving all registration or license numbers.

9. List states in which partnership or trade name is filed.

10. List the types of work normally performed by your own forces.

11. Have you ever failed to complete any work awarded to you? If so, note when, where, and why:

12. Within the last five years, has any owner, officer or partner of your organization ever been an owner, officer or partner of another organization when it failed to complete a construction contract? If so, attach a separate sheet of explanation.

13. On a separate sheet, list major construction projects your organization has in process, giving the name or project, owner, architect, contract amount, percent complete, and scheduled completion date.

14. On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.

15. On a separate sheet, list the construction experience of the key individuals of your organization.
16. Trade References:
17. Bank References:
18. Name of Bonding Company and name and address of agent:
19. Attach a financial statement, audited if available, including Contractor's latest balance sheet and income statement showing the following items:
 - A. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses):
 - B. Net Fixed Assets:
 - C. Other Assets:
 - D. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes):
 - E. Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares per values, earned surplus, and retained earnings):

Name of firm preparing financial statement and date thereof:

Is this financial statement for the identical organization named on page 00420-1?

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

Will this organization act as guarantor of the contractor for construction?

Dated at _____ this ____ of _____, 20__.

Name of Organization: _____

BY: _____

TITLE: _____

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

Notary Public:

My Commission Expires:

EQUAL EMPLOYMENT OPPORTUNITY AND SECTION 3 QUESTIONNAIRE

(Please complete the following information and answer all questions; use an attached sheet as necessary.)

1. (a) Contractor: How many persons from the City of Reading _____, low income City residents _____, and minorities: _____ Black, _____ Hispanic, _____ White, _____ Asian/Pacific Islander, _____ Other, are on your present basic payroll?

(b) Subcontractor: How many persons from the City of Reading _____, low income City residents _____, and minority groups: _____ Black, _____ Hispanic, _____ White, _____ Asian/Pacific Islander, _____ Other, are on your present basic payroll?

2. How many City of Reading residents _____, low income City residents _____, and minorities: _____ Black, _____ Hispanic, _____ White, _____ Asian/ Pacific Islander, _____ Other, are presently in training programs run by your company, your subcontractors, and associations to which you or your subcontractors may belong or with unions with which you and your subcontractors have collective bargaining agreements?

3. Does your firm, subcontractors, associations to which you or they belong or unions with which you or your subcontractors have collective bargaining agreements a definite plan for creating career situations, training and employment for residents of the City of Reading, low income citizens, and minorities? _____. If so, please include a copy of the plan with your formal bid and specify the number of individuals (from the groups referred to previously), to be placed in apprenticeship or other training situations. When is the program scheduled to begin? _____ What portion of the program is already in operation?

4. What plans does your firm have to utilize business concerns located in, or owned in substantial part by persons residing in the City?

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

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

DATE: _____,

BY: _____
(NAME OF BIDDER) (TITLE)

OFFICIAL ADDRESS:

CONTRACTOR'S STATEMENT FOR PUBLIC DISCLOSURE *

1. a/ Name of Contractor:
b/ Address and Zip Code of Contractor:

2. If the Contractor is not an individual doing business under his own name, the Contractor has the status indicated below and is organized or operating under the laws of _____:
____ a corporation
____ a partnership known as:
____ a business association or a joint venture known as:
____ a Federal, State or Local government or instrumentality thereof
____ other (explain)

3. If the Contractor is not an individual or a government agency or instrumentality, give date of organization: _____

4. Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, investors other than a government agency or instrumentality, are set forth as follows:
 - a/ If the Contractor is a corporation, the officers, directors, trustees, and each stockholder owning more than 10% of any share of stock.
 - b/ If the Contractor is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.
 - c/ If the Contractor is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.
 - d/ If the Contractor is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

* If space on this form is inadequate for any requested information, this should be furnished on an attached page which is referred to under the appropriate numbered item on the form.

NAME, ADDRESS & ZIP CODE	POSITION TITLE (if any) AND PERCENT OF INTEREST OR DESCRIPTION OF <u>CHARACTER AND EXTENT OF INTEREST</u>
5.	Name, address and nature and extent of interest of each person or entity (not named in response to Item 4) who has a beneficial interest in any of the shareholders or investors named in response to Item 5 which gives such person or entity more than a computed 10% interest in the Contractor (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Contractor, or more than 50% of the stock in a corporation which holds 20% of the stock of the Contractor).

NAME, ADDRESS & ZIP CODE	<u>DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST</u>
6.	Names (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 4 or Item 5 above:

7. Is the Contractor a subsidiary of or affiliated with any other corporation or any other firm or firms? ___ YES ___ NO. If yes, list each such corporation or firm by name and address, specify its relationship to the Contractor, and identify the officers and directors or trustees common to the Contractor and such other corporation or firm:

8. Other federal grant projects under Title I of the Housing and Community Development Act of 1974 (CP.L.93-383), as amended, in which the Contractor or any of the principals of the Contractor is or has been the contractor, or a stock-holder, officer, director or trustee, or partner of such a contractor:

9. If the Contractor or a parent corporation, a subsidiary, an affiliate or a principal of the Contractor is to participate in the work or services as a Subcontractor or consultant:

a/ Name and address of such Subcontractor or consultant:

b/ Has such Subcontractor within the last 10 years ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a contract?

___ YES ___ NO. If yes, explain:

c/ Outstanding contract bids of such Subcontractor or consultant:

<u>Awarding Agency</u>	<u>Amount</u>	<u>Date Opened</u>
	\$	

10. Brief statement respecting equipment, experience, financial capacity, and other resources available to such Subcontractor or consultant for the performance of the work or services involved in the contract, specifying particularly the qualifications of the personnel, the nature of the equipment, and the general experience of the Subcontractor or consultant.

11. a/ Does any member of the governing body or employee of the Local Public Agency or any officer or employee of the Local Public Agency who exercises any functions or responsibilities in connection with the awarding and/or carrying out of the contract have any direct or indirect personal interest in the Contractor or in the Contractor's performance under the contract? ___YES ___NO. If yes, explain:

b/ Does any member of the governing body of the locality in which the Public Improvement Project is situated or any other public official of the locality, who exercises any functions or responsibilities in the review or approval of the awarding and/or carrying out of the contract have any direct or indirect personal interest in the Contractor or in the Contractor's performance under the contract? ___YES ___NO. If yes, explain:

CERTIFICATION

I (We) _____ certify that this Contractor's Statement for Public Disclosure is true and correct to the best of my (our) knowledge and beliefs.

DATED: _____

DATED: _____

(SIGNATURE)

(SIGNATURE)

(TITLE)

(TITLE)

(ADDRESS & ZIP CODE)

(ADDRESS & ZIP CODE)

1 - If the Contractor is an individual, this Statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this Statement.

2 - Penalty For False Certification: Section 1001, Title 18, of the U.S.C. provides a fine of not more than \$10,000, or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry in a matter within the jurisdiction of any Department of the United States.

(ONLY AS NEEDED)

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO. _____ TO BID FOR: _____

OPENING DATE: _____

NOTICE

This addendum must be signed, attached to, and returned with your proposal to the City of Reading by the time and date indicated above. This sheet is now part of the Contract Documents.

I, HEREBY CERTIFY, THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT WITH THE TOTAL BID PRICE.

Firm Name (Type or Print) _____

Authorized Signature _____ Title _____

Name (Type or Print) _____ Date _____

CONTRACT DOCUMENTS

C O N T R A C T

NOTE; This contract is not to be filled in until contract is awarded.

THIS AGREEMENT, made and concluded this _____ day of _____, in the year two thousand and _____, by and between the City of Reading, a municipal corporation of the Commonwealth of Pennsylvania, located in the County of Berks, said Commonwealth, party of the first part, and _____, Contractor, party of the second part, pursuant to law and to the provisions and requirements of the ordinance of the City of Reading, Pennsylvania.

WITNESSETH, that the parties to these presents, each in consideration of the agreements on the part of the other herein contained, have agreed, and hereby do agree, the party of the first part for itself, its successors and assign, and the party of the second part for itself, himself, or themselves, its successors, or his or their executors and administrators as follows:

CONTRACTOR'S GENERAL AGREEMENT. The Contractor covenant, promises and agrees to and with the party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing date of _____ and hereto attached, to furnish all the material, machinery, equipment, tools, labor and transportation, except as hereinafter otherwise provided, at his own cost, necessary or proper for the purpose of executing the work embraced in this contract in a good, substantial and workmanlike manner, and in strict accordance with the specifications pertaining to this contract a herein contained.

PARTS OF CONTRACT. The Location Map; Notice to Contractors; Bid Instructions; Documents to be Submitted with Bid; Contract Documents; Documents to be Submitted During the Course of the Contract; Wage Rate Determinations; Notice of Preconstruction Requirements and Pre-Construction Conference Questionnaire; Affirmative Action Requirements; General Provisions; Supplementary General Terms and Conditions; Technical Specifications; Supplementary Technical Specifications; and Correspondence and Supportive Documentation shall each form a part of the Contract.

THE CONTRACT SUM. The City shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows: _____ (state here the lump sum amount, unit prices, or both as desired in individual cases.)

Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the Owner or the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

TIME & MANNER OF DOING WORK. The party of the second part agrees to commence the construction of the work to be done under this contract, immediately upon receiving written notice from the Director of Public Works, or other applicable Director, so to do and to complete the entire work as specified in the technical specifications, it being expressly agreed and understood that the time of beginning, rates of progress and time of completion of the work are essential under this contract. Time is to be considered to be the essence of this contract. Substantial completion of paving by October 31, 2023 and substantial completion of curb ramp construction by August 31, 2024

STIPULATED DAMAGES. The Contractor shall begin work within ten (10) days of receipt of written notice from the applicable Director, to do so. If the Contractor fails to complete and finish the work in conformity with the terms and provisions of this Contract within the time hereinbefore specified, he shall pay to the City the sum of Five Hundred Dollars (\$500.00) for each and every day thereafter, including Sundays and holidays, that the finishing of the Contract is delayed, which sum shall be construed as stipulated and liquidated damages and not as a penalty and shall be deducted from the amount due by the terms of the Contract; provided, however, that in case of justifiable delay, the City shall extend the time for completion of said work as provided for in Article G.7, but no extension of time for any reason

beyond the time fixed herein for the completion of the work shall be deemed a waiver by the City of the right to abrogate this Contract for abandonment for delay.

LIENS. Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lien thereof, and, if required in either case, an affidavit that so far as he has knowledge or information the release and receipts include all the labor and material for which a lien could be filed. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

BASIS OF CONTRACT. This contract is founded on _____

IN WITNESS WHEREOF, the said City of Reading has caused this Agreement to be executed by its Mayor, and its corporate seal to be hereunto affixed, duly attested by its City Clerk, and the party of the second part.

the day and year first above written.

CITY OF READING

By: _____
Mayor

ATTEST:

City Clerk

Signed and Sealed in the Presence of

CONTRACTOR

PRESIDENT

SECRETARY

PERFORMANCE BOND

Know All Men By These Presents that we, _____
(CONTRACTOR)

hereinafter called the PRINCIPAL, and _____
(SURETY)

hereinafter called the SURETY, a corporation organized and existing under the laws of
the _____ are held and firmly bound unto

_____ hereinafter called the OBLIGEE, as hereinafter
set forth, in the full and just sum of _____ Dollars

(\$ _____), lawful money of the United States of America, for the payment of which sum we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WITNESSETH THAT:

WHEREAS, the PRINCIPAL heretofore submitted to the OBLIGEE a certain PROPOSAL, dated
_____, 20____, to perform the WORK for the OBLIGEE, in connection with the
_____ as set forth in CONTRACT DOCUMENTS.

WHEREAS, the OBLIGEE is a "contracting body" under provisions of Act No. 385 of the General
Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967,
known and cited as the "Public Works Contractors Bond Law of 1967" (the "Act"); and

WHEREAS, the Act, in Section 3(a), requires that, before an award shall be made to the
PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL, the PRINCIPAL shall furnish this
BOND to the OBLIGEE, with this BOND to become binding upon the award of the CONTRACT to the
PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL; and

WHEREAS, it also is a condition of the CONTRACT DOCUMENTS that this BOND shall be
furnished by the PRINCIPAL to the OBLIGEE; and

WHEREAS, under the CONTRACTOR DOCUMENTS, it is provided inter alia, that if the
PRINCIPAL shall furnish this BOND to the OBLIGEE, and if the OBLIGEE shall make an award to the
PRINCIPAL, in accordance with the PROPOSAL, then the PRINCIPAL and OBLIGEE shall enter into a
CONTRACT with respect to performance of the WORK, the form of which CONTRACT is set forth in the
CONTRACT DOCUMENTS.

NOW, THEREFORE, the terms and conditions of this BOND are and shall be that if the
PRINCIPAL will truly and faithfully comply with and perform the WORK in accordance with the
CONTRACT DOCUMENTS, at the time and in the manner provided in the CONTRACT DOCUMENTS,
and if the PRINCIPAL shall satisfy all claims and demands incurred in or related to the performance of the
WORK by the PRINCIPAL, and if the PRINCIPAL shall indemnify completely and shall hold harmless the
OBLIGEE and all of its officers, agents and employees from any and all costs and damages which the
OBLIGEE and all of its officers, agents and employees may sustain or suffer by reason of the failure of
the PRINCIPAL to do so, and if the PRINCIPAL shall reimburse completely and shall pay to the OBLIGEE
any and all costs and expenses which the OBLIGEE and all of its officers, agents or employees may incur

by reason of any such default or failure of the PRINCIPAL, then this BOND shall be void; otherwise, this BOND shall remain in force and effect.

This BOND, is executed and delivered under and subject to the Act, to which reference hereby is made.

The PRINCIPAL and the SURETY agree that any alterations, changes and/or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the WORK to be performed in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the CONTRACT , and/or any giving by the OBLIGEE of any extensions of time for the performance of the WORK in accordance with the CONTRACT DOCUMENTS, and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS, and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS, shall not release, in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this BOND; and the SURETY, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY cause this BOND to be signed, sealed and delivered this _____ day of _____, 20____.

(INDIVIDUAL PRINCIPAL)

(Seal)

(Signature of Individual)

Witness:

Trading and Doing Business as:

(PARTNERSHIP PRINCIPAL)

(Name of Partnership) (Seal)

Witness:

(Seal)

By: _____
(Partner)

Witness:

(Seal)

By: _____
(Partner)

Witness:

(Seal)

By: _____
(Partner)

(CORPORATION PRINCIPAL)

(Name of Corporation)

By: _____
(Vice) President

Attest:

(Assistant Secretary)

(Corporate Seal)

(OR, IF APPROPRIATE)

(Name of Corporation) _____

By: _____
(Authorized Representative)

Signed _____

(Title)

(CORPORATION SURETY)

(Name of Corporation)

By: _____
(Attorney-In-Fact)

Witness:

(Corporate Seal)

** Attach an appropriate Power of Attorney, valid and in effect as of the date of this affidavit, evidencing the authority of the Attorney-In-Fact to act in behalf of the corporation.

PAYMENT BOND

Know All Men by These Presents:

That We, _____ (CONTRACTOR) hereinafter called the PRINCIPAL, and _____ (SURETY) hereinafter called the SURETY, a corporation organized and existing under laws of the _____ of _____ are held and firmly bound unto _____, hereinafter called the OBLIGEE, as hereinafter set forth, in the full and just sum of _____ dollar (_____), lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Witnesseth That:

WHEREAS, the PRINCIPAL heretofore submitted to the OBLIGEE a certain PROPOSAL, dated _____, 20 __, to perform the WORK for the OBLIGEE, in connection with the _____ as set forth in the CONTRACT, DOCUMENTS; and _____ Public Works, City of Reading, Pennsylvania.

WHEREAS, the OBLIGEE is a "contracting body" under provisions of the Act of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known as and cited as the "Public Works Contractors" Bond Law of 1967", P L 869 (the Act"): and

WHEREAS, the Act, in section 3(a), requires that, before an award shall be made to the PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL, the PRINCIPAL shall furnish this BOND to the OBLIGEE, with this BOND to become binding upon the award of a CONTRACT to the PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL: and

WHEREAS, it also is a condition of the CONTRACT DOCUMENTS that this BOND shall be furnished by the PRINCIPAL to the OBLIGEE; and

WHEREAS, under the CONTRACTOR DOCUMENTS, it is provided, inter alia, that if the PRINCIPAL shall furnish this BOND to the OBLIGEE, and if the OBLIGEE shall make an award to the PRINCIPAL in accordance with the PROPOSAL then the PRINCIPAL and the OBLIGEE shall enter into a CONTRACT with respect to performance of the WORK, the form of which CONTRACT is set forth in the CONTRACT DOCUMENTS.

NOW, THEREFORE, the terms and conditions of this BOND are and shall be that if the PRINCIPAL and any SUBCONTRACTOR of the PRINCIPAL to whom any portion of the WORK shall be subcontracted, and if all assignees of the PRINCIPAL and of any such SUBCONTRACTOR, promptly shall pay or shall cause to be paid, in full all money which may be due any claimant supplying labor or materials in the prosecution and performance of the WORK in accordance with the CONTRACT DOCUMENTS, including any amendment, extension or addition to the CONTRACT DOCUMENTS, for material furnished or labor supplied or labor performed, then this BOND shall be void; otherwise, this BOND shall be and shall remain in force and effect.

This BOND, as provided by the Act, shall be solely for the protection of claimants supplying labor or materials to the PRINCIPAL or to any SUBCONTRACTOR of the PRINCIPAL in the prosecution of the WORK covered by the CONTRACT DOCUMENTS, including any amendment, extension or addition thereto. The term "claimant", where used herein and as required by the Act, shall mean any individual, firm, partnership, association or corporation. The phrase "labor or materials", when used herein and as required by the Act, shall include public utility services and reasonable rentals of equipment, but only for periods when he equipment rented is actually used at the site of the WORK covered by the CONTRACT. As required by the Act, the provisions of this BOND shall be applicable whether or not the material

furnished or labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the CONTRACT DOCUMENTS.

As provided and required by the Act, the PRINCIPAL and the SURETY agree that any claimant, who has performed labor or furnished material in the prosecution of the WORK in accordance with the CONTRACT DOCUMENTS, including any amendment, extension or addition to the CONTRACT DOCUMENTS, and who has not been paid therefore, in full, before the expiration of ninety (90) days after the last day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this BOND, in the name of the claimant, in assumpsit, to recover any amount due the claimant for such labor or material, and may prosecute such action to final judgment and may have execution upon the judgment; provided, however, that:

- (a) Any claimant who has a direct contractual relationship with any SUBCONTRACTOR of the PRINCIPAL, but has no contractual relationship, express or implied, with the PRINCIPAL, may institute an action upon this BOND only if such claimant first shall have given written notice, served in the manner provided in the Act, to the PRINCIPAL, within ninety (90) days from the date upon which such claimant performed in the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the WORK was performed or to whom the material was furnished; and
- (b) No action upon this BOND shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant; and
- (c) Every action upon this BOND shall be instituted either in the appropriate court of the County where the WORK is to be performed or of such other County as Pennsylvania statutes shall provide, or in the United States District Court for the district in which the PROJECT, to which the CONTRACT relates, is situated, and not elsewhere.

This BOND is executed and delivered under and subject to the Act, to which reference hereby is made.

The PRINCIPAL and the SURETY agree that any alterations, changes and/or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the WORK to be performed in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the CONTRACT, and/or any given by the OBLIGEE of any extensions of time for the performance of the WORK in accordance with the CONTRACT DOCUMENTS, and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS, and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS, shall not release, in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this BOND; and the SURETY for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

If the PRINCIPAL is a foreign corporation (incorporated under the laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this BOND are and shall be that the PRINCIPAL or the SURETY shall not be discharged from liability on this BOND, nor this BOND surrendered until such PRINCIPAL files with the OBLIGEE a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said PRINCIPAL or any foreign corporation,

SUBCONTRACTOR thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of May 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

In Witness Whereof, the PRINCIPAL and the SURETY cause this BOND to be signed, sealed and delivered this day _____ of _____, 20__.

(INDIVIDUAL PRINCIPAL)

(Seal)

(Signature of Individual)

Witness:

Trading and Doing Business as:

(PARTNERSHIP PRINCIPAL)

_____ (Seal)
(Name of Partnership)

Witness:

(Seal)

By: _____

(Partner)

Witness:

(Seal)

By: _____

(Partner)

Witness:

(Seal)

By: _____

(Partner)

Witness:

(Seal)

By: _____

(Partner)

(CORPORATION PRINCIPAL)

(Name of Corporation)

By: _____
(Vice) President

Attest:

(Assistant Secretary)

(Corporate Seal)

(OR, IF APPROPRIATE)

(Name of Corporation)

By: _____
(Authorized Representative)

Signed _____

(Title)

(CORPORATION SURETY)

(Name of Corporation)

By: _____
(Attorney-In-Fact)

Witness:

(Corporate Seal)

** Attach an appropriate Power of Attorney, valid and in effect as of the date of this affidavit, evidencing the authority of the Attorney-In-Fact to act in behalf of the corporation.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

_____ hereinafter called the PRINCIPAL, and
(CONTRACTOR)

_____ hereinafter called the SURETY, a corporation organized and existing
(SURETY)

under laws of the _____ of _____, are held and
firmly

bound unto _____, hereinafter called the OBLIGEE, as hereinafter set (OWNER)

forth, in the full and just sum of _____ Dollars (\$_____),

lawful money of the United States of America, for the payment of which we bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents,

WITNESSETH THAT:

Whereas, the PRINCIPAL heretofore submitted to the OBLIGEE a certain PROPOSAL, dated _____,
20__ to perform the WORK for the OBLIGEE, in connection with the construction of _____
_____ as set forth in the

CONTRACT
DOCUMENTS as prepared by the CITY OF READING.

Now, therefore, the condition of this BOND shall be such that: If the PRINCIPAL shall remedy, without
cost to the OBLIGEE, all defects which may develop during the period of one (1) year from the date of
completion by the PRINCIPAL and final acceptance of the OBLIGEE of the WORK performed in
accordance with the CONTRACT DOCUMENTS, which defects, in the sole judgment of the OBLIGEE,
shall be caused by or shall result from defective or inferior materials or workmanship, and if the
PRINCIPAL shall satisfy all claims and demands arising from or related to such defects or growing out of
such defects. and if the PRINCIPAL shall indemnify completely and shall save harmless the OBLIGEE
from any and all costs and damages which the OBLIGEE may sustain or suffer by reason of the failure so
to do; and if the PRINCIPAL shall reimburse completely and shall pay to the OBLIGEE any and all costs
and expenses which the OBLIGEE may incur by reason of anv such default or failure of the PRINCIPAL,
then this BOND shall be void; otherwise, this BOND shall be and shall remain in full force and effect.

The PRINCIPAL and the SURETY agree that any alterations, changes and/or additions to the
CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the WORK to be
performed in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes and/or
additions to the CONTRACT, and/or any giving by the OBLIGEE of any extensions of time for the
performance of the WORK in accordance with the CONTRACT DOCUMENTS, and/or any act of
forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT
DOCUMENTS, and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by
the CONTRACT DOCUMENTS, shall not release, in any manner whatsoever, the PRINCIPAL and the
SURETY, or either of them, or their heirs, executors, administrators, successors and assigns from liability
and obligations under this BOND; and the SURETY for value received, does waive notice of any such
alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained
percentage.

In Witness Whereof, the PRINCIPAL and the SURETY cause this BOND to be signed, sealed and delivered this _____ day of _____, 20____.

(INDIVIDUAL PRINCIPAL)

(Signature of Individual) (Seal)

Witness:

Trading and Doing Business as:

(PARTNERSHIP PRINCIPAL)

(Name of Partnership) (Seal)

Witness:

(Seal)

By: _____
(Partner)

Witness:

(Seal)

By: _____
(Partner)

Witness:

(Seal)

By: _____
(Partner)

Witness:

(Seal)

By: _____
(Partner)

(CORPORATION PRINCIPAL)

(Name of Corporation)

By: _____
(Vice) President

Attest:

(Assistant Secretary)

(Corporate Seal)

(OR, IF APPROPRIATE)

(Name of Corporation)

By: _____
(Authorized Representative)

(CORPORATION SURETY)

(Name of Corporation)

By: _____
(Attorney-In-Fact)

Witness:

(Corporate Seal)

** Attach an appropriate Power of Attorney, valid and in effect as of the date of this affidavit, evidencing the authority of the Attorney-In-Fact to act in behalf of the corporation.

STATEMENT ACCEPTING PROVISIONS OF WORKERS' COMPENSATION ACT

STATE OF _____

ss.

COUNTY OF _____

The undersigned contractor has accepted the provisions of the Workers' Compensation Act of Pennsylvania, with all supplements, and has insured liability thereunder in accordance with the terms thereof with the insurance company whose signature is attached hereto.

For Individual

_____(SEAL)

FOR CORPORATION

(Name of Corporation)

By: _____
(Official Title)

Attest: _____
(Secretary or Asst. Secretary)

FOR PARTNERSHIP

(Name of Partnership)

By: _____(SEAL)

_____(SEAL)
(Partners)

_____(Name of Insurance Company)

By: _____
(Attorney-In-Fact)

STIPULATION AGAINST LIENS

WHEREAS, _____, hereinafter called the CONTRACTOR, has entered into a CONTRACT, dated _____, 20____, with _____ hereinafter called the CITY, to provide materials and perform labor necessary for the manufacture and furnishing of the: as set forth in the CONTRACT DOCUMENTS as prepared by the City of Reading.

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said CONTRACT, and for the consideration therein set forth, that neither the undersigned CONTRACTOR, any SUBCONTRACTOR or material man, nor any other person furnishing labor or materials to the said CONTRACTOR under this CONTRACT shall file a lien, commonly called a mechanic's lien, for WORK done or materials furnished for the above manufacture.

This stipulation is made and shall be filed with the Berks County Prothonotary within ten (10) days after execution, in accordance with the requirements of Section 1402 of the Mechanics Lien Law of 1963 of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF, the parties hereto have caused the signature of their proper officers to be affixed thereto on this _____ day of _____ 20__ .

(SEAL)

(CITY OF READING)

BY: _____

TITLE: _____

ATTEST:

BY: _____

TITLE: _____

(SEAL)

(CONTRACTOR)

ATTEST:

BY: _____

TITLE: _____

BY: _____

TITLE: _____

INDEMNITY AGREEMENT & HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned has entered into a contract with the CITY OF READING, dated _____, 20 __, providing for the _____

_____ City of Reading,
Pennsylvania.

NOW, THEREFORE, in consideration of the award of said contract to the undersigned, _____, as well as in further consideration of the sum of ONE DOLLAR (\$1.00) in hand paid to the said _____ by the City of Reading, receipt whereof is hereby acknowledged, the said _____ agrees to indemnify and save harmless the CITY OF READING, its officers, agents, servants, and employees against any and all loss, damage, costs and expenses which the said CITY may hereafter suffer, incur, be put to or pay by reason of any bodily injury (including death) or damage to property arising out of any act or omission in performance of the work undertaken under the aforesaid contract.

EXECUTED this ____ day of _____, 20__.

By: _____

Title: _____

ATTEST:

(Title)

NOTICE TO PROCEED

TO:

Project _____

Contract No. _____

Amount of Contract _____

You are hereby notified to commence work on the referenced contract on or before _____, 20____, and shall fully complete all of the work of said contract within _____ consecutive calendar days thereafter. Your completion date is therefore _____, 20____.

The contract provides for an assessment of the sum of \$ _____ as liquidated damages for each consecutive calendar day after the above established contract completion date that the work remains incomplete.

Dated this _____ day of _____, 20____.

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of foregoing Notice to Proceed is hereby acknowledged

By _____

this _____ day of _____ 20____.

By _____

Title _____

PENNSYLVANIA PREVAILING WAGE RATES

NOTICE

THE WAGE RATES TO BE USED AND ENFORCED FOR THE PROJECT WILL BE MADE AVAILABLE BY THE CITY PURCHASING COORDINATOR VIA CONTRACT ADDENDUM TEN DAYS PRIOR TO THE BID OPENING DATE.

SUPPLEMENTARY GENERAL TERMS AND CONDITIONS

1. Lead-Based Paint Hazard

The contractor is hereby specifically made aware of the HUD lead-based paint regulations, 24 CFR, Part 35, which are applicable to the construction or rehabilitation of residential structures. To the extent that the subject matter of this contract involves residential structures, the contractor will comply with the lead-based paint regulations.

2. Compliance With Air and Water Acts

The contract is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 32 USC 1251 et seq., and the regulations of the Environmental Protection Agency (EPA) with respect thereto, at 40 CFR Part 15, as amended from time to time.

The contractor and any of its subcontractors for work funded under the contract which is in excess of \$100,000 agree to the following agreements:

(a) A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the EPA pursuant to 40 CFR 15.20.

(b) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act; as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(c) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(d) Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this Section in every non-exempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of the assistance provided under this contract be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

3. Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or Other Public Officials

No member, officer, or employee of the Public Body, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the contract.

4. Prohibition Against Payments of Bonus or Commission

The assistance provided under the contract shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this contract, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; Provided, however, that reasonable fees or bona-fide technical consultant managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

5. Energy Conservation Provisions

The contractor must recognize mandatory standards and policies relating to energy efficiency contained in the Cost Effective Energy Conservation Measures.

6. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

7. Executive Order 11625 – Minority Business Enterprise

(a) It is the policy of the City to take positive steps to maximize the utilization of minority business enterprises in all contract activity administered by the City.

(b) The contractor will utilize his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract.

As used in the contract, the term "minority business enterprise" means a business, at least fifty percent (50%) of which is owned by minority group members, or in the case of publicly owned businesses, at least fifty-one percent (51%) of the stock is owned by minority group members. For the purpose of this definition, minority groups are members of Blacks, Hispanics, Asians, Native Americans, Alaskans, or Pacific Islanders.

8. Executive Order 12138 – Women's Business Enterprise

(a) It is the policy of the City to take positive steps to maximize the utilization of women business enterprises in all contracts administered by the City.

(b) The contractor will utilize his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract.

As used in the contract, the term "women business enterprise" means a business, that is at least fifty-one percent (51%) owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

9. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

10. Section 504 Handicapped (if \$2,500 or over)

Affirmative Action for Handicapped Workers:

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative or workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

GENERAL PROVISIONS

GENERAL PROVISIONS

G.1 SUB-HEADINGS. The paragraph headings are inserted in these provisions and the following specifications for convenience only and shall not be considered as interpreting or limiting the application of paragraphs.

G.2 DEFINITIONS. The following terms and expressions used in this contract and specifications shall be understood as follows:

The expression "The City" shall mean the City of Reading, Pennsylvania, the party of the first part to this contract.

The word "Engineer" shall mean the Engineer, Architect, or other official in direct charge of the work for the City or his authorized representative as designated by the applicable Director.

The word "Inspector" shall mean an inspector of the City assigned to the inspection of materials, structures and workmanship under this contract.

The word "Contractor" shall mean the party of the second part to this contract, whether a corporation, partnership, or individual.

The word "Specifications" shall mean the specifications describing the work, the drawings, and the general provisions.

The word "Drawings/Plans" shall mean the general drawings, plans, maps, diagrams or illustrations accompanying these specifications, and such supplementary drawings as may be furnished from time to time.

The term "Materials" as used herein includes, in addition, to materials incorporated in the project used or to be used in the operation thereof, equipment and other materials used and/or consumed in the performance of the work.

Wherever in the specifications the words "to be," "to be done," "if," "as," "directed," "required," "permitted," "ordered," "instructed," "designated," "considered necessary," or words of like import are used, it shall be understood that the direction, requirement, permission, order, instruction, designation or decision of the Engineer is intended, and similarly the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, acceptable or satisfactory to, the applicable Director or the Engineer, unless the context show that another meaning is plainly intended.

G.3 SPECIFICATIONS AND DRAWINGS. The specifications and drawings are intended to cover all of the work that is known to be required to effect a complete installation. They are intended to be mutually explanatory of each other, but should any discrepancy or inconsistency appear or any misunderstanding arise as to the import of anything contained in either the specifications or the drawings, the interpretation of the doubtful portions will be made by the Engineer, whose decision shall, in all cases, be final and binding on the Contractor. Any materials or workmanship obviously necessary to satisfactory completion shall be furnished and installed whether or not specifically shown or mentioned. Any corrections of errors or omissions in the specifications or drawings, or both, may be made by the Engineer when such correction is necessary for the proper fulfillment of their intention as determined by him/her. Figures shall have preference over scale in reading dimensions. Copies of the specifications and drawings shall be kept constantly at the work. Any supplementary or detail drawings which may be made by the Engineer subsequent to the date of this contract, relating to the work herein contemplated, as showing more particularly the details of the work to be done, or specifications and the drawings furnished by the Contractor and approved by the Engineer, are, and are to be held to be, controlling parts of this contract insofar as they do not conflict with other provisions of the contract.

If the Contractor, in the course of the work, finds any discrepancy between the plans and the physical conditions of the locality, or any errors or omissions in the plans or in the layout as given by the points and instructions furnished by the Engineer, it shall be his duty to inform the Engineer, in writing, and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

G.4 ENGINEER TO DECIDE. All work under this contract shall be done in a manner acceptable to the Engineer, who shall determine the amount, quality, acceptability and fitness of the several kinds of work and material which are to be paid for hereunder, and shall decide all questions which may arise as to measurements of quantities and the fulfillment of the conditions of this contract on the part of the Contractor.

G.5 WORK TO BE DONE IN ACCORDANCE WITH SPECIFICATIONS AND DRAWINGS. The work at all stages of its completion must conform with the specifications and drawings and with the lines and grades and other instructions of the Engineer, as given from time to time during the progress of the work. In no case will any work in excess of the requirements of the drawings as interpreted by the Engineer be paid for unless authorized in writing by the Engineer.

G.6 RIGHT TO MAKE CHANGES IS RESERVED. The City reserves the right to make alterations in the location, lines, grade, plan, form dimensions, numbers or materials of the work herein contemplated, either before or after the commencement of construction. If such alterations diminish the amount of work to be done, they shall not form the basis for a claim for damage or for loss of anticipated profits from the work which may be dispensed with; if they increase the amount of work, such increase shall be paid for according to the quantity of work actually done and at prices stipulated for such work under this contract. All work actually done under a unit price (where applicable) contract, whether more or less than the quantity estimated or specified, shall be paid for by the determined units, on the basis of the bid per unit in the proposal.

G.7 EXTENSION OF TIME. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the City, or by City employees, or by any other contractor employed by the City, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by any cause which the Engineer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Engineer may decide subject to the approval of the applicable Director.

No such extension shall be made for delay due to rejection of defective materials or workmanship or for any delay occurring more than seven (7) days before claim therefore is made in writing to the Engineer. In the case of a continuing cause of delay, only one claim is necessary.

If no schedule or agreement stating dates upon which drawings shall be furnished is made, then no claim for delay shall be allowed because of any delay in the furnishing of drawings to the Contractor.

G.8 ADEQUATE PLANT AND METHODS. The Contractor shall furnish such construction plant and use such methods and appliances as will secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time specified. Before starting the installation of the construction plant, the Contractor shall submit to the Engineer, for approval, a plan showing the general arrangement of the plant to be installed and the proposed facilities for storage of materials and equipment. If at any time the plant or any portion of it shall appear to the Engineer to be, or likely to become, inadequate, incomplete, faulty or unsafe, the Contractor shall promptly obey the orders of the Engineer to supplement or to remove or replace the same; but the failure of the Engineer to issue such orders shall not relieve the Contractor of his responsibility for the efficiency, adequacy and safe operation of the plant.

He shall cover and protect his work from damage, and all injury to the same, before completion of the contract.

He shall be financially responsible for all damage to the party of the first part or its property, to other contractors, to the neighboring premises, or to any private or personal property, for any cause whatsoever, during the period of the contract.

G.9 WORKERS. The Contractor shall employ only competent and skillful employees to do the work, and whenever the Engineer shall notify the Contractor, in writing, that any person on the work is, in his/her opinion, incompetent, unfaithful or disorderly, uses threatening or abusive language to any official having supervision of the work, or is in any other way unsatisfactory, such person shall be discharged from the work and shall not again be employed on it except with the consent of the Engineer.

Neither party shall employ or hire any employee of the other party without the latter's consent.

G.10 WAGES. All employees directly employed on this work shall be paid wages which shall in no event be less than the minimum hourly wage rates for skilled, semi-skilled, and unskilled labor prescribed by the Commonwealth of PA Prevailing Wage Act, P.L. 987 as may be amended, if applicable.

G.11 PENALTY FOR FAILURE TO LIVE UP TO MINIMUM WAGE CONTRACT. A penalty shall be exacted from the Contractor in an amount equal to twice the difference between the minimum wage contained in the prescribed wage rates, and the wage actually paid to each laborer or mechanic for each day during which he has been employed at a wage less than that prescribed.

G.12 INSPECTORS TO REPORT VIOLATIONS. Every person assigned as an Inspector of the work to be performed under this contract, in order to aid in enforcing the fulfillment of the minimum wage requirements thereof, shall, upon observation or investigation, report to the applicable Director, all violations of minimum wage stipulations, together with the name of each laborer or mechanic who has been paid a wage less than that prescribed, and the day or days of such violation.

G.13 PENALTIES TO BE WITHHELD FROM MONEYS DUE THE CONTRACTOR.

All minimum wage violation penalties shall be withheld and deducted for the use of the City from any moneys due the Contractor by the City; provided, that if the Contractor subsequently pays to all laborers and mechanics the balance of the amounts stipulated as minimum wages, the City shall pay to the Contractor the amounts so withheld.

G.14 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES. The Contractor hereby assumes all responsibility for himself/herself, his/her agents and employees growing out of connection with the execution of the work called for by this contract, for the violation of, City ordinances and the laws governing contract work in the Commonwealth of Pennsylvania. The Contractor further agrees to hold the City of Reading harmless from all responsibility for employees on this work under the Workmen's Compensation Act of the Commonwealth of Pennsylvania, and to carry insurance on his/her employees, as provided thereby.

G.15 CONTRACTOR REPRESENTED ON THE WORK. The Contractor shall give personal attention constantly to the faithful prosecution of the work and shall be present, either in person or by a competent superintendent, on the site of the work, continuously during its progress. Such representative shall have authority to receive and to act without delay upon all instructions of the Engineer or assistants in the prosecution of the work in conformity with the contract.

Insofar as it is practicable, all orders given by the Engineer to the Contractor shall be in writing. In those cases where orders are given orally they shall be confirmed in writing. Orders or directions, written or oral, from the Engineer, delivered to the Contractor's office shall be considered as delivered to the Contractor.

G.16 REPRESENTATIVE MUST BE PRESENT. In case the Engineer or a representative may at any time have occasion to give directions regarding the work for the reason that the same is not, in the Engineer's opinion, being carried out in accordance with the provisions of this contract, and should there be no responsible representative of the Contractor on the ground empowered to receive such instructions, the Engineer or a representative shall order that particular portion of the work to be stopped until such representative of the Contractor appears and receives instructions. It is hereby agreed that suspensions of the work for such cause shall not entitle the Contractor to claims for damage of any kind, nor to an extension of the time in which to complete the work to be done under this contract.

G.17 LEGAL ADDRESS OF CONTRACTOR. The address given in the bid or proposal upon which this contract is based is hereby designated as the legal address where all notices, letters and other communications to the Contractor shall be mailed or delivered prior to the beginning of the work provided for in this contract. The delivery at the above-named place, or depositing in a post-paid wrapper directed to the above place, in any post office box regularly maintained by the post office, of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor and the date of said service shall be the date of such delivery or mailing.

G.18 CHANGE IN ADDRESS. Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally.

G.19 LAWS, ORDINANCES AND REGULATIONS. The Contractor shall be fully informed as to all laws, ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction over the same, if any discrepancy or inconsistency shall be discovered in this contract, specifications or drawings, in relation to any such law, ordinance, population, order or decree, the contractor shall immediately report the same in writing to the Engineer. At all times the Contractor shall observe and comply with all laws, ordinances, regulations, orders and decrees which may be in effect during the progress of this contract; and shall indemnify and save harmless the City and its officers and employees against any claim or liability arising from the violation of any legal requirement in the prosecution of this contract.

G.20 INDEMNIFICATION OF CITY. In case any action at law, proceeding in eminent domain, or suit in equity may or shall be brought against the party of the first part, or any of its offices or agents, for or on account of the failure, omission or neglect of the Contractor or the subcontractors, his/her or their employees or agents, to do and perform any of the covenants acts, matters, or things by this contract undertaken to be done or performed by the Contractor or subcontractors, his/her or their employees or agents, or for any injury or damage caused by the negligence of the Contractor or subcontractors, his/her or their employees or agents, or for damage or injury for which the Contractor undertakes responsibility under the provisions of this contract, the Contractor shall immediately assume and take charge of the defense to such actions, proceedings or suits in like manner and to all intents and purposes, as if said actions, proceedings or suits had been brought directly against the Contractor; and the Contractor shall also indemnify and save harmless the party of the first part, its officers and agents, of and from all loss, cost or damage whatever arising out of such actions, proceedings or suits as may or shall be brought as aforesaid.

G.21 SUITS AND CLAIMS. The Contractor agrees to indemnify and save harmless the City of Reading, the applicable Director, the Engineer, and their assistants, from all suits or actions of every name and description, either in law or in equity, including proceedings in eminent domain for the recovery of consequential damages, or for or on account of use of patented appliance, brought against them or either of them, or for any damage or injuries received or sustained by any party or parties, person or persons, natural or artificial, either in the performance or as a result of the work under this agreement, regardless of whether such suits, actions or proceedings brought are based or grounded upon negligence of the

Contractor, the subcontractors, or his/her or their agents, servants or employees. The Contractor further agrees that all or as much of the monies due under this agreement as shall be or may be considered necessary by the applicable Director, shall or may be retained, without any liability of the City to the Contractor, for interest thereon because of the retention thereof, until all such suits, proceedings or claims have been settled or terminated, and satisfactory evidence to that effect furnished to the applicable Director, provided however, that no such monies shall be retained by the City after six (6) years following the completion and acceptance of the work under the contract, excepting for or on account of claims filed or suits or proceedings begun before the expiration of the applicable statute of limitations.

G.22 RESPONSIBILITY FOR INJURY. The Contractor shall assume all responsibility for loss, damage or injury to persons or property arising out of the nature of the work, from the actions of the elements, or from any unforeseen or unusual difficulties over which the City has no control, in addition to and without limiting the Contractor's liability under the other provisions of the contract.

G.23 CONTRACTOR'S CLAIMS FOR DAMAGE. If the Contractor claims compensation for any damage alleged to have been sustained by reason of any act or omission on the part of the City or any of its agents, he shall, within one (1) week after the sustaining of such damage, make a written statement to the Engineer of the nature of the damage sustained, and shall, on or before the fifteenth (15th) day of the month succeeding that in which any such damage shall have been sustained, file with the Engineer an itemized statement of the details and amounts of such damage, and unless such statement shall be made as so required, the claim for compensation shall be forfeited and invalid, and the Contractor shall not be entitled to payment on account of any such damage.

G.24 LINES AND GRADES. All lines and grades will be given by the Engineer, but the Contractor shall provide such material and give such assistance therefore as may be required by the Engineer, and the marks so given shall be carefully preserved. The Contractor shall keep the Engineer informed, a reasonable time in advance, of the time and places a which he/she intends to work, in order that lines and grades may be furnished and necessary measurements for record and payment made with the minimum inconvenience to the Engineer or delay to the Contractor. No claim for extra payment will be allowed for the cost to the Contractor of any material, work or delay occasioned by giving lines and grades, or making necessary measurements or inspections, as all such cost shall be considered to have been included in the price bid for the work.

G.25 INSPECTION. The Engineer will appoint such person or persons as may be deemed necessary to inspect properly the materials furnished and the work done under this contract, and to see that the same correspond strictly with these specifications. Such materials and workmanship shall always be subject to the approval of the Engineer, but no inspection, approval or acceptance of any part of the work herein contracted for or of the materials used therein, nor any payment on account thereof, shall prevent the rejection of said work or materials at any time thereafter during the existence of this contract, should said work or materials be found to be defective, or not in accordance with the requirements of the contract.

The Contractor shall permit, or secure permission for the Engineer or a duly authorized Inspector or representative to enter any manufactory, shop or other place where any material for, or part of the work is being prepared, manufactured or constructed, at any time when such work is in progress. The Contractor shall furnish and prepare, or cause to be furnished or prepared, without charge, all such assistance, appliances, samples of materials and test specimens as may be ordered by the Engineer or such Inspector or representative for the purpose of making official tests and investigations. The Engineer shall be notified of the time and place of preparation, manufacture or construction of any material for, or part of the work which he/she may wish to inspect before delivery at the site of the work. Such notification shall be give a sufficient time in advance of the beginning of the work on such material or part to allow arrangements to be made for inspection and testing.

G.26 NIGHT WORK. No night work, except for the inspection of lighting, requiring the presence of the Engineer or Inspector will be permitted except in case of emergency, and then only with the written consent of the Engineer and to such an extent as may be judged necessary.

G.27 SUNDAY WORK. No Sunday work will be permitted, except in case of great emergency, and then only with the written consent of the Engineer, and to such extent as is absolutely necessary.

G.28 NO WORK IN BAD WEATHER. No work shall be done under this contract when, in the opinion of the Engineer, the weather is unsuitable for good and careful work to be performed. No concrete work shall be done on days on which the temperature falls below 25 degrees Fahrenheit. Should the severity of the weather continue such that the work cannot be prosecuted successfully, the Contractor, upon order of the Engineer, shall cease all such work until directed to resume the same. In the latter case, suitable extension of time shall be allowed to compensate for time actually lost as provided for in Article G.7.

G.29. NOT TO SUBLET OR ASSIGN. The Contractor shall give personal attention constantly to the faithful prosecution of the work and shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or his/her title, right or interest in or to the same or any part thereof, nor shall the Contractor assign, by power of attorney or otherwise, any of the monies due or to become due, nor issue any order or orders or drafts on the Controller or Treasurer of the City of Reading for any monies due or to become due under this contract, unless by and with the consent of the City first duly had and obtained by resolution entered upon the minutes of said City.

G.30 RIGHT OF PROPERTY IN MATERIALS. Nothing in this contract shall be considered as vesting in the Contractor any right of property in materials used, after they shall have been attached to or incorporated in the work, nor in materials which have been estimated for partial payment, but all such materials, upon being so attached, incorporated or estimated, shall become the property of the City.

G.31 DEFECTIVE MATERIALS AND WORKMANSHIP. No materials of any kind shall be used until they have been examined and approved by the Engineer, who shall have full power to condemn any work and materials not in accordance with the specifications, and to require the Contractor to remove any work or materials so condemned. Inspections of the work shall not relieve the Contractor from any of his/her obligations to fulfill the contract as herein described, and defective work shall be made good, and unsuitable materials may be rejected, notwithstanding that such work or materials may have been previously overlooked by the Engineer and accepted or estimated for payment if the work or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall immediately make good such defect in a manner satisfactory to the Engineer, and if any material brought upon the ground for use in the work shall be condemned by the Engineer as unsuitable or not in conformity with the drawings or specifications, the Contractor shall forthwith remove such materials from the vicinity of the work. If the Contractor shall fail to remove or replace any defective or damaged materials or work after reasonable notice, the Engineer may cause such material or work to be removed or replaced, and the expense thereof shall be borne by the Contractor.

G.32 RESPONSIBILITY FOR WORK. The Contractor shall be held responsible for any or all materials or work to the full amount of all payments made thereon, and shall be required to make good, at his/her own cost, any injury or damage which said materials or work may have sustained from any source or cause whatever before its final acceptance.

G.33 CONDITIONS UNDER WHICH CITY MAY COMPLETE WORK. If the work to be done under this contract shall be neglected or abandoned, or the contract or any claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the City's representative, that the rate of progress is insufficient or that the work, or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor is violating any of the provisions of this contract or carelessly executing any portion of the work, the City may notify the Contractor and surety in writing to fulfill the conditions of the Contract; and should the Contractor or the

surety fail to comply with said notice within ten (10) days, the City may notify the Contractor and the surety to discontinue all work, or any part thereof; and thereupon the Contractor and the surety shall discontinue said work, or said part thereof as the City may designate; and the City may thereupon, by contract or otherwise, as it may determine, complete the work or such part thereof, and charge the expenses thereof to the Contractor or the surety; and may take possession of and use therein such materials, animals, machinery, equipment, implements and tools of every description as may be found upon the work. The expense so incurred shall be deducted and paid by the City out of any monies then due or to become due the Contractor under this contract; or any part thereof; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the latter sum, the Contractor or the surety shall pay the amount of such excess to the party of the first part.

G.34 ALL PARTS OF WORK COVERED. The Contractor further agrees that the following clauses relative to the construction of the work shall apply to each and all of the separate parts of the work, as though specially mentioned under the different headings in the specifications:

Delivery of Materials - The Contractor shall be entirely responsible for delivery of all materials to the site of the work, making the arrangements therefore.

Engineer Shall Measure - No work shall be covered over or filled in until it shall have been inspected by the Engineer.

Materials Properly Stored - The materials to be used in construction shall be protected from deterioration and damage, and shall be so disposed of as not to endanger the work and in such manner that full access may be had at all times to all work under construction or completed.

Surplus Materials Removed - All parts of the work shall be kept in as neat and orderly condition as circumstances will permit and upon completion of the work, all surplus materials, earth, sand, rubbish and refuse of every kind, and all tools, machinery, equipment and other materials belonging to the Contractor shall be removed from the construction works and adjoining premises so as to leave everything in an acceptable condition, within a week after receipt of final certificate.

G.35 ESTIMATED QUANTITIES APPROXIMATE. In unit price contracts, the quantities of the various classes of work to be done and materials to be furnished under this contract, as estimated by the Engineer and listed in Specifications, attached hereto, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for the work under this contract; and neither the City nor the Council nor any member of the Council of the City of Reading is to be held responsible if any of the said estimated quantities shall be found to be not even approximately correct in the construction of the work; and the Contractor shall make no claim for damages on anticipated profits or loss of profit, because of a difference between the quantities of the various items of work actually done or materials actually furnished and the estimated quantities stated in the Specifications, or because of the entire omission of any of the quantities or items stated in the Specifications.

G.36 EXTRA WORK. The Contractor shall do any work not herein otherwise provided for which, in the opinion of the Engineer, is necessary for the proper completion of the work, but not such work will be allowed or paid for except on a written order of the Engineer, and there shall be no claim for extra work or materials or for damage sustained except under this Article. The extra work order issued by the Engineer shall specify the basis of payment for the extra work. Any extra work or changes in the work involving changes in the plans and/or specifications shall be approved by the applicable Director, prior to the execution of the work.

G.37 MONTHLY ESTIMATES. Current payments for work done under this contract will be made as follows: on invoices submitted by the Contractor and approved by the Engineer or Architect. Ten percent (10%) of each General Contractor invoice request shall be retained by the City on this contract until it is completed up to City codes and contract specifications and approved by a City Official or person representing a City Official Architect or Engineer.

It is further agreed and understood that inclusion of any portion of the work in the monthly estimate shall not be construed as final approval or acceptance of the same.

G.38 CONTRACTOR SHALL PREPARE FOR FINAL INSPECTION. Upon the completion of the work the Contractor shall tear down and remove all temporary buildings and structures built by the Contractor, remove and thoroughly clear away all debris, forms and surplus materials and leave the site of the work in a neat and satisfactory condition, and shall notify the Engineer when the work is ready for final inspection.

G.39 WORK TO BE PROPERLY PERFORMED. It is expressly understood that acceptance of work and materials during construction will not imply final acceptance of the work, if the final inspection shall disclose faulty workmanship or materials; and all work of whatever kind that, during its progress and before it is finally accepted, may become damaged from any cause, shall be repaired in a manner satisfactory to the Engineer or, if necessary, shall be broken up and removed and replaced with good and satisfactory work by the Contractor at his own expense. All work of every description shall be the best of its respective kind; and everything not particularly specified herein shall be done and finished in the best manner, and as is usual in first-class work of the several kinds.

Failure or neglect on the part of the Engineer, or any authorized agents to condemn or reject any bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials, if such bad or inferior materials or work becomes evident at any time prior to the final acceptance of the work and the release of the Contractor by the Council of the City of Reading; nor shall it be construed as barring the City of Reading at any subsequent time from the recovery for damages of such sum of money as may be needed to build a new all portions of the work in which fraud was practiced or improper materials hidden, whenever found.

G.40 ACCEPTANCE AND FINAL PAYMENT. Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer or Architect shall promptly make such inspection, and when he/she finds the work acceptable under the contract fully performed he/she shall promptly issue a final certificate, over his/her own signature, stating that the work provided for in this contract has been completed and is accepted under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor within (30) days after the execution of said final certificate.

G.41 WAIVER. Neither acceptance by the City, or any of its officers or employees, nor any order, measurement or certificate by the Engineer, nor any order by the City Council for payment of money, nor any payment for, nor any extension of time, nor any possession taken by the City or its officers or employees, shall operate as a waiver of any portion of this contract or of any power herein reserved to the City, or of any right to damage herein provided; nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach. All remedies provided in this contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided.

G.42 ACCEPTANCE OF FINAL CERTIFICATE. The acceptance by the Contractor of payment of the final estimate shall be conclusive evidence of acceptance and approval of estimates, accounting and deductions, and of full payment by the City for all work, labor, materials and services done or furnished hereunder, and of full satisfaction, discharge, release and waiver of all claims and demand of; or on behalf of the Contractor against the City, arising out of this agreement and the execution thereof. It is hereby further agreed that the Contractor shall not be entitled to demand or receive payment except in the manner set forth in this contract; and the Contractor further agrees that the final payment of the amount due under this contract and payment of the bills rendered for work done and materials furnished in accordance with any alterations of the same, shall release the City of Reading from any and all claims and liabilities on account of the work performed and materials furnished under said contract, or any alteration thereof.

G.43 MAINTENANCE AFTER COMPLETION. The Performance Bond shall remain in force for one (1) year from the date of completion and acceptance of the work under this contract, as security against any and all damage which may result from defects of materials or workmanship which may become apparent prior to the expiration of the one-year maintenance period. During this period the Contractor shall, promptly upon notification from the Engineer, repair all breaks and failures due to defects of material or workmanship at his own expense. If the Engineer shall deem it necessary and shall so direct, such repairs shall be made within twenty-four (24) hours after service of notice. If the Contractor unnecessarily delays making repairs ordered, or if delay would cause serious loss or damage, the City may undertake to have such repairs made or defects repaired without previous notice, and the expense of such repairs shall be borne by the Contractor or the surety. The Contractor shall be responsible for any damage resulting to any person or property from any violation of the guarantee and from unnecessary delays in making repairs.

G.44 PRICES. The City agrees to pay, and the Contractor agrees to receive, the price specified in the proposal submitted, as full compensation for furnishing all the materials called for, and for all labor and use of all machinery, equipment and tools necessary for executing the work contemplated in this contract; for all royalties, for patents and patented materials, appliances and processes; also for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen reasons, obstructions or difficulties which may be encountered in the prosecution of the work, for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of said work as herein specified, and for well and faithfully completing the work, and the whole thereof, according to the specifications and drawings and the requirements of the Engineer under them.

G.45 NO EXTRA COMPENSATION. The Contractor further agrees not to ask, demand, sue for, or recover for any extra compensation, for any materials furnished or work done under this contract, beyond the amounts payable for the several classes of work or kinds of materials herein enumerated, which shall be actually performed and furnished at the prices therefore herein agreed upon and fixed.

G.46 CONTRACTOR TO TAKE OUT ALL PERMITS. The Contractor shall take out all necessary permits required by agencies of the City of Reading and/or all other governmental agencies; shall give all notices required by law or ordinances; shall pay all fees and charges incident to the due and lawful prosecution of the work covered by the contract, and shall comply with all laws and regulations relating to buildings and public highways. All permits shall be at his expense.

G.47 NO CLAIM FOR EXTRA WORK. No claim for extra work or material shall be allowed to the Contractor, unless before the performance of all such extra work the applicable Director shall have first authorized the same in writing, and the price or prices to be paid therefore shall first have been agreed upon in writing between the Director and the Contractor, and the same shall have been done or furnished under a written order from the Director given before the performance of such extra work or the furnishing of such extra materials. All claims for extra work or materials in any month shall be made to the Director in writing before the fifteenth (15th) day of the following month, and failing to make such claim within the time required, the right of the Contractor to extra pay for such extra work or materials shall be deemed to have been waived and forfeited.

G.48 WORK TO BE DONE TO THE SATISFACTION OF THE CITY ENGINEER. All the work under this contract shall be done to the satisfaction of the City Engineer, who shall in all cases determine the amount, quality, acceptability and fitness of the several amounts of work and materials which are to be paid for hereunder and shall decide all questions which may arise as to the measurement of quantities in the fulfillment of this contract on the part of the Contractor, and shall determine all questions respecting the true construction or meaning of the plans and specifications, and the determination and decision thereon shall be final and conclusive; and such determination and decision, in case any question shall arise, shall be a condition precedent to the right of the Contractor to receive any money hereunder.

G.49 ENGINEER TO INSPECT AND REJECT. The Engineer shall inspect the materials furnished and the work done, and see that the same strictly correspond to the specifications, and he shall at all times have free access to the works, storehouse and yard of the Contractor, and shall be privileged to take such samples therefrom as he may deem necessary; and if the work, or any material brought on the grounds for the use of the work, or selected for the same, shall be condemned by the Engineer, as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials from the work.

Before issuance of the final certificate the Contractor shall furnish evidence satisfactory to the Engineer that all payrolls, materials, bills and other indebtedness connected with the work have been paid.

It is understood and agreed by the parties hereto that the final estimate of the Engineer shall be evidence of the amount of work performed by the Contractor under and by virtue of this agreement, and shall be taken as the full measure of the compensation to be received by the Contractor. The aforesaid estimate shall be based upon the contract price for the furnishing of all the different materials and labor, and the performance of all the work mentioned in this contract, including the specifications, and where there may be any ambiguity therein, the Engineer's instructions shall be considered explanatory and the decision shall be final.

No inspection, approval or acceptance of any of the work herein contracted for, or of the materials used herein, or any payment on account thereof shall prevent the party of the first part from objecting to the acceptance of said work or materials at any time during the existence of this contract. Neither the inspection of the applicable Director, or Division Head, or the City Engineer or any of their employees nor any order, measurement or certificate by the City Engineer nor any order by the Director for the payment of money, nor any payment for, or acceptance of, the whole or any part of the work, by the Director of the Division of Planning, nor any extension of time, nor any possession taken by the Director or his employees, shall operate as a waiver of any provision of this contract, or any power herein reserved to the party of the first part, or of any right to damage herein provided; nor shall any waiver of any breach of this contract be held to be a waiver of any other subsequent breach.

Any remedy provided in this contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided; and in addition to all other suits, actions or legal proceedings the party of the first part shall be entitled to as of right.

G.50 CONTRACTOR NOT TO DISCOMMODE PRIVATE COMPANIES. The Contractor shall afford while the work is underway, the necessary facilities to any and all companies owning railway tracks, pipes, subway ducts, or other surface, sub-surface or super-surface construction on the line of the work, in the preservation of the same from injury, all without charge therefore the expense to the City.

G.51 EXAMINATIONS. At any time before or after completion of the work, should the City Engineer require it, the Contractor shall make such openings, and to such extent, through such part or parts of the work, as the City Engineer may direct, and shall restore the work so distributed to the satisfaction of the City Engineer; and should the work, in the opinion of the City Engineer, whose decision shall be final and conclusive therein, be found faulty in any respect, the whole of the expense incurred thereby shall be defrayed by the Contractor, according to and upon the prices herein set forth, but if otherwise, by the City.

PENNSYLVANIA HUMAN RELATIONS ACT CONDITIONS

GENERAL

The CONTRACTOR shall conform to the provisions of Act No. 222 (October 27, 1955) and as amended and supplemented, known as the "Pennsylvania Human Relations Act", and in accordance with the provisions of the Regulations of the Pennsylvania Human Relations Commission, as adopted March 8, 1974, 4 Pa.B. 409, amended March 7, 1975, 5 Pa. B. 434, 16 Pa. Code Chapter 49.

NON-DISCRIMINATION PROVISION

During the term of this CONTRACT, the CONTRACTOR shall agree to the following provisions

(a) The CONTRACTOR shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age or sex.

The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

The CONTRACTOR shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice, to be provided by the OWNER, setting forth the provisions of this nondiscrimination clause.

(b) The CONTRACTOR shall in advertisements or requests for employment, placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.

(c) The CONTRACTOR shall send each labor union or workers' representative or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by the CONTRACTOR.

TECHNICAL SPECIFICATIONS

SUMMARY

This project consists of but is not limited to the removal and replacement of roadway pavement and related items such as subbase repairs, base repairs, leveling, ADA curb ramp improvements and associated signal improvements, pavement markings, and loop detection systems. In accordance with this contract, this work will take place on the following roads owned and maintained by the City of Reading. All paving work is to be substantially complete by October 31, 2023, and all ADA improvements substantially complete by August 31, 2024. The anticipated notice to proceed for this project is May 31, 2023. The City reserves the right to add and/or remove roads and/or items from the list below, or otherwise modify the order or priority of roads to be repaved, to suit the needs of the City at any time during the life of this contract.

Schedule

- W. Spring Street (Centre Avenue, SR 61 to Ritter Street) Mill and overlay the entire width of the roadway. Complete pavement subbase and/or base repairs and install leveling where marked out in the field by the City Representative. Replace pavement markings in kind. Design and construct ADA compliant concrete curb ramps and associated signal improvements.
- W. Robeson Street (Weiser Street to Centre Avenue, SR 61) Mill and overlay the entire width of the roadway. Complete pavement subbase and/or base repairs and install leveling where marked out in the field by the City Representative. Replace pavement markings in kind. Design and construct ADA compliant concrete curb ramps.
- Weiser Street (Robeson Street to W. Green Street) Mill and overlay the entire width of the roadway. Complete pavement subbase and/or base repairs and install leveling where marked out in the field by the City Representative. Replace pavement markings in kind. Design and construct ADA compliant concrete curb ramps.
- Clinton Street (River Road to W. Greenwich Street) Mill and overlay the entire width of the roadway. Complete pavement subbase and/or base repairs and install leveling where marked out in the field by the City Representative. Replace pavement markings in kind. Design and construct ADA compliant concrete curb ramps.
- Tulpehocken Street (W. Douglass Street to W. Green Street) Mill and overlay the entire width of the roadway. Complete pavement subbase and/or base repairs and install leveling where marked out in the field by the City Representative. Replace pavement markings in kind. Design and construct ADA compliant concrete curb ramps.
- Lincoln Street (W. Douglass Street to W. Oley Street) Mill and overlay the entire width of the roadway. Complete pavement subbase and/or base repairs and install leveling where marked out in the field by the City Representative. Replace pavement markings in kind. Design and construct ADA compliant concrete curb ramps.
- McKnight Street (W. Windsor Street to W. Green Street) Mill and overlay the entire width of the roadway. Complete pavement subbase and/or base repairs and install

leveling where marked out in the field by the City Representative. Replace pavement markings in kind. Design and construct ADA compliant concrete curb ramps.

- Pear Street (W. Windsor Street to W. Greenwich Street) Mill and overlay the entire width of the roadway. Complete pavement subbase and/or base repairs and install leveling where marked out in the field by the City Representative. Replace pavement markings in kind. Design and construct ADA compliant concrete curb ramps.
- N. 2nd Street (W. Douglass Street to Hudson Street, Pear Street to Buttonwood Street) Mill and overlay the entire width of the roadway. Complete pavement subbase and/or base repairs and install leveling where marked out in the field by the City Representative. Replace pavement markings in kind and as indicated on attached Buttonwood Street and N. 2nd Street intersection plan. Design and construct ADA compliant concrete curb ramps.
- Jameson Place (Lincoln Street to Ritter Street) Mill and overlay the entire width of the roadway. Complete pavement subbase and/or base repairs and install leveling where marked out in the field by the City Representative. Replace pavement markings in kind. Design and construct ADA compliant concrete curb ramps.
- W. Douglass Street (Clinton Street to Centre Avenue, SR 61) Mill and overlay the entire width of the roadway. Complete pavement subbase and/or base repairs and install leveling where marked out in the field by the City Representative. Replace pavement markings in kind. Design and construct ADA compliant concrete curb ramps.
- W. Oley Street (Clinton Street to N. 2nd Street) Mill and overlay the entire width of the roadway. Complete pavement subbase and/or base repairs and install leveling where marked out in the field by the City Representative. Replace pavement markings in kind. Replace loop detectors in kind. Design and construct ADA compliant concrete curb ramps.
- W. Greenwich Street (Miltimore Street to Schuylkill Avenue, SR 183) Mill and overlay the entire width of the roadway. Complete pavement subbase and/or base repairs and install leveling where marked out in the field by the City Representative. Replace pavement markings in kind. Design and construct ADA compliant concrete curb ramps.
- W. Green Street (Schuylkill Avenue, SR 183 to Tulpehocken Street) Mill and overlay the entire width of the roadway. Complete pavement subbase and/or base repairs and install leveling where marked out in the field by the City Representative. Replace pavement markings in kind. Design and construct ADA compliant concrete curb ramps.
- W. Elm Street (Front Street to N. 2nd Street, N. 3rd Street to Reed Street) Mill and overlay the entire width of the roadway. Complete pavement subbase and/or base repairs and install leveling where marked out in the field by the City Representative. Replace pavement markings in kind. Design and construct ADA compliant concrete curb ramps and associated signal improvements.
- Angora Road (Hill Road to Lower Alsace Township Line) Mill and overlay the entire width of the roadway. Complete pavement subbase and/or base repairs and install

leveling where marked out in the field by the City Representative. Replace pavement markings in kind.

- Franklin Street (Front Street to S. 2nd Street, US 422 Business) Mill and overlay the entire width of the roadway. Complete pavement subbase and/or base repairs and install leveling where marked out in the field by the City Representative. Replace pavement markings in kind.
- York Street (Durham Street to Dead End) Mill and overlay the entire width of the roadway. Complete pavement subbase and/or base repairs and install leveling where marked out in the field by the City Representative.
- Perry Street & N. 13th Street (Intersection Only) Replace pavement markings at intersection as designed and indicated on attached Perry Street & N. 13th Street plan.

FUNCTIONAL REQUIREMENTS

- A. Project Duration: The successful bidder shall agree that all paving work related to this contract as stipulated shall be substantially completed before October 31, 2023 and design and construction of ADA improvements must be substantially completed before August 31, 2024. Written Notice-to-Proceed ("NTP") shall be issued for the project on or before May 31, 2023, and no work shall commence until issuance. Refer to the Contract for information regarding Liquidated Damages.
- B. Utility Coordination: Three (3) working days prior to excavation, the Contractor must contact the PA One Call system, Inc. (1-800-242-1776) to obtain construction serial numbers for each of these project locations, which shall be provided to the City. All Contractors and other persons are cautioned to comply with the requirements of PA Act 287 of 1974 as amended by Act 121 of 2008. Each individual and must verify location and depth of all underground utilities and facilities before starting work. The contractor shall coordinate with the appropriate utility company contact persons. All manholes and valve boxes within the project area shall be adjusted to grade by the contractor, if required. If utility conflicts are encountered during construction, the contractor shall immediately inform the engineer and make arrangements for the relocation of the necessary utilities at no cost to the City. Bidders shall determine the number of utility adjustments required and coordinate all work directly with the appropriate utility owner.
- C. Property Owner Coordination: **The Contractor shall provide a secure safety barrier to prevent unauthorized pedestrian and vehicle access into the construction zone at all times. The Contractor is liable for all damages (property, bodily, etc.) that occur within the construction zone for the duration of the project.**

The contractor is responsible for securing any storage areas. If the project limits do not allow for the storage on the roadway, the contractor will need to coordinate with the adjacent property owners.

- D. Other Coordination: The Contractor shall coordinate with the Reading Parking Authority to obtain all permits and pay all fees associated with the installation of “No-Parking” signs at each project location, as necessary, to complete the scope of work.
- E. All work must be performed Monday through Saturday between the hours of 7AM and 10PM.
- F. The successful bidder shall be responsible for supplying all material and equipment for the completion of the work described.
- G. All materials workmanship and construction methods must meet the requirements of the Commonwealth of Pennsylvania Department of Transportation (PennDOT) Publication 408 Specifications, latest edition.
- H. The bidder shall visit the project locations and base the bid on existing conditions to fully familiarize themselves with the Scope of the Work. Bidders shall assume full responsibility for all charges and costs resulting from their failure to verify conditions affecting the work
- I. The successful bidder shall replace all disturbed or damaged signalized intersection loop detectors in-kind, as necessary.
- J. Traffic Considerations:
1. Traffic control including but not limited to: barricades, signs, flagmen, etc., shall be supplied and maintained by the successful bidder in accordance with the PennDOT Publication 213, Temporary Traffic Control Guidelines, latest edition.
 2. The roadway must be delineated with temporary pavement markings at all times following the disturbance of existing pavement markings and preceding the installation of permanent pavement markings. The successful bidder shall install temporary pavement markings immediately following both the milling of existing pavement surfaces and the installation of new pavement. Permanent pavement markings shall not be installed on the roadway until a minimum of one (1) month after the placement of the final pavement course.
- K. Bidders Qualifications: Bidders and their subcontractors on this project must be PennDOT pre-qualified with similar prior work experience to qualify for consideration on this project.
- L. Bid Proposal: Bidders are required to quote both the unit price and total price for each item and the total price for the Base Bid. Bidder shall include PennDOT Prequalification Certificate Nos., expiration dates, and ability factors, as necessary.

SCHEDULE

1. Within one week of an official notice to proceed, and before the start of physical work, the contractor will submit a narrative schedule of the entire project. The contractor will update his work schedule every two weeks.

PROTECTION OF PROPERTY AND STRUCTURES

2. The Contractor shall at his own expense, sustain in their places and protect from direct or indirect injury, all utilities, pipes, conduits, poles, tracks, walls, buildings, and other structures or property in the vicinity of his work, whether above or below ground.

PERMITS

3. Contractor shall obtain and pay for any and all permits required by Federal, State or local governments, authorities or utilities. Copies of all permits must be supplied to the City of Reading before the start of any work.

EROSION AND SEDIMENT POLLUTION CONTROL

4. The Contractor shall complete the proposed work in a manner which ensures the prevention of soil erosion and sedimentation. If, for any reason, specific soil erosion and sedimentation control devices are required during the course of this project, the Contractor shall provide the necessary facilities or measures to achieve a complete non-eroded stabilized condition.
5. If control devices are necessary, the Contractor shall also be responsible for the maintenance of these facilities. Maintenance should include inspections of all erosion and sedimentation control facilities after each storm event and on a weekly basis. Any damage to the facilities must be repaired immediately. Any lost soil material shall be recovered, if possible. Washed out lawn or slope areas must have topsoil replaced and then must be reseeded and mulched.

This item shall not be considered a separate pay item and provisions for this cost should be included in the unit prices of the appropriate Bid Items.

NOTE: The Contractor shall also be responsible for developing and submitting to the County Conservation District a separate Erosion and Sedimentation Control Plan for each spoil, borrow, or other off-site work area which might be required.

QUANTITY CLAUSE

6. It shall be understood and agreed that quantities listed are estimates only and may increase or decrease according to the actual requirements of the City, and the City agrees to pay only for that work which is actually completed.

INCIDENTAL WORK

7. Work not specifically itemized, but required to complete the intended project, shall be considered incidental to the project.

CONTRACTOR'S RESPONSIBILITY

8. The successful contractor shall be responsible for the removal and proper disposal of, at his expense, all refuse associated with the work.

ESCALATOR CLAUSE/PRICE ADJUSTMENT OF ASPHALT MATERIALS

9. Price adjustments will NOT be required, in the form of a payment to the Contractor or as a rebate to the Owner, for fluctuations in the cost of asphalt cement used in the asphalt materials placed as part of the construction work in this project. The City of Reading has chosen not to adopt the requirements of the Escalator Clause / Price Adjustment of Bituminous Materials and is therefore not financially responsible for any Price Adjustment of Bituminous Materials in accordance with Section 110.04 of PennDOT Specifications - Publication 408.

STANDARD PROVISIONS

For each of the following, the Construction Specification shall be the referenced Section identified in **PennDOT Publication 408-Specifications**.

ITEM 0316-0522 SUPERPAVE ASPHALT MIXTURE DESIGN, FLEXIBLE BASE REPLACEMENT, PG 64S-22, 3 TO < 10 MILLION ESALs, 25.0 MM MIX, 4" DEPTH

In accordance with Section 316

ITEM 0316-0526 SUPERPAVE ASPHALT MIXTURE DESIGN, FLEXIBLE BASE REPLACEMENT, PG 64S-22, 3 TO < 10 MILLION ESALs, 25.0 MM MIX, 6" DEPTH

In accordance with Section 316

ITEM 0316-0530 SUPERPAVE ASPHALT MIXTURE DESIGN, FLEXIBLE BASE REPLACEMENT, PG 64S-22, 3 TO < 10 MILLION ESALs, 25.0 MM MIX, 8" DEPTH

In accordance with Section 316

ITEM 0413-0298 SUPERPAVE ASPHALT MIXTURE DESIGN, WEARING COURSE, PG 64S-22, 3 TO < 10 MILLION ESALs, 9.5mm MIX, 1½" DEPTH, SRL-H

In accordance with Section 413

ITEM 0413-2086 SUPERPAVE ASPHALT MIXTURE DESIGN, WEARING COURSE (LEVELING), PG 64S-22, 3 TO < 10 MILLION ESALs, 9.5mm MIX, SRL-H

In accordance with Section 413
ITEM 0460-0001 ASPHALT TACK COAT

In accordance with Section 460

ITEM 0491-0012 MILLING OF BITUMINOUS PAVEMENT SURFACE, 1½” DEPTH,
MILLED MATERIAL RETAINED BY CONTRACTOR

In accordance with Section 491

ITEM 0695-0004 DETECTABLE WARNING SURFACE, POLYMER COMPOSITE

In accordance with Section 695

ITEM 0951-4012 TRAFFIC SIGNAL SUPPORT - 12' PEDESTAL

In accordance with Section 951

ITEM 0954-0011 1-INCH CONDUIT

In accordance with Section 954

ITEM 0954-0012 2-INCH CONDUIT

In accordance with Section 954

ITEM 0954-0151 TRENCH AND BACKFILL, TYPE I

In accordance with Section 954

ITEM 0954-0201 SIGNAL CABLE, 14 AWG 3 CONDUCTOR

In accordance with Section 954

ITEM 0954-0202 SIGNAL CABLE, 14 AWG 5 CONDUCTOR

In accordance with Section 954

ITEM 0954-0301 JUNCTION BOX, JB-26

In accordance with Section 954

ITEM 0955-3208 VEHICULAR SIGNAL HEAD, THREE 12” SECTIONS

In accordance with Section 955

ITEM 0956-0101 LOOP SENSOR

In accordance with Section 956

ITEM 0960-0002 4” YELLOW HOT THERMOPLASTIC PAVEMENT MARKINGS

In accordance with Section 960
ITEM 0960-0005 6" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS

In accordance with Section 960

ITEM 0960-0021 24" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS

In accordance with Section 960

ITEM 0960-0101 WHITE HOT THERMOPLASTIC LEGEND, "ONLY", 8'0"

In accordance with Section 960

ITEM 0960-0222 WHITE HOT THERMOPLASTIC LEGEND, "RIGHT ARROW", 12'0" X 3'0"

In accordance with Section 960

ITEM 0960-0224 WHITE HOT THERMOPLASTIC LEGEND, "LEFT ARROW", 12'0" X 3'0"

In accordance with Section 960

ITEM 0963-0001 PAVEMENT MARKING REMOVAL

In accordance with Section 963

SPECIAL PROVISIONS

NOTICE TO BIDDERS – INFRARED PAVING RESTORATION AT ADA RAMP IMPROVEMENTS

DESCRIPTION - This work is the use of infrared technology to eliminate visible seams at pavement restoration associated with the installation of ADA curb ramps. It is the City's preference to have all ADA ramp construction completed before the adjacent roadway is paved, however, infrared repairs are to be used in areas where full-width paving at the adjacent roadway is not included in the contract or has been completed as part of the contract prior to the construction of the ADA ramp.

CONSTRUCTION – Use truck mounted or walk-behind infrared equipment to heat asphalt joint and then rake and compact to create a thermally bonded seam. Do not use sealer.

MEASUREMENT AND PAYMENT - This work is incidental to the construction of concrete curb ramps.

NOTICE TO BIDDERS – RIGHT-OF-WAY RESEARCH

DESCRIPTION - This work is the researching of the existing public right-of-way at locations identified in the construction documents where proposed ADA curb ramps are to be installed. This also includes researching the property owner of record in cases where the Engineer indicates that a curb ramp is necessary and there is insufficient existing public right-of-way.

CONSTRUCTION -

State Routes - Be responsible to do all necessary research to provide right-of-way ownership affecting ramp designs.

City Streets - Coordinate with City officials to determine any right-of-way that has been ordained on local roads that need curb ramps and sidewalk.

Based on the research above, show the public right-of-way lines on the drawing of the proposed pedestrian facilities sufficient to determine if any work is necessary outside of existing public right-of-way. Use the following procedure to determine current property owners of record:

- Document ownership of affected parcels with deeds and tax maps.
- Research any other necessary property records to determine ownership of the affected area, such as easements or adverbs.
- Indicate property lines on the drawing to show their intersection with the legal right-of-way lines.
- Show the names of property owners on the drawing.

After completion of the research, if a curb ramp is indicated that does not have sufficient public right-of-way, follow the procedure below:

- Notify the City that an authorization to enter (waiver of claim) form must be completed as soon as a significant impact to a property or work outside the ROW is identified.
- Prepare the authorization to enter letter, current property owner information, a sketch of property impacts as well as a plan of proposed restoration after construction.
- Accompany the City to a meeting with the affected property owner to assist and explain the completion of the authorization to enter form, and how the construction and restoration is to be completed.

- The City of Reading will notify the contractor in writing if work will be allowed outside the public right-of-way.
- If no work will be allowed outside the public right-of-way, design and construct the pedestrian facility to the maximum extent feasible within the existing public right-of-way.

Do not perform any work outside of the public right-of-way unless ordered in writing by the City.

MEASUREMENT AND PAYMENT - This work is incidental to the design of concrete curb ramps.

CONSTRUCT ADA CONCRETE CURB RAMP

I. DESCRIPTION – This work is the construction of concrete curb ramps, cement concrete sidewalks, cement concrete curb, all associated pedestrian features work, and the restoration of the adjacent area as indicated on the approved curb ramp design drawings and applicable standards.

II. MATERIAL – As per Publication 408 and as indicated and specified in the details on the design drawings.

III. CONSTRUCTION –

Construction will be paid for each quadrant constructed. A quadrant is defined as: all of the curb ramps and ADA features associated with a particular corner, median crossing, island, commercial driveway, or mid-block crossing. Each corner, median crossing, island, commercial driveway (both sides), and mid-block crossing (both sides) will be considered to be a separate quadrant.

Provide Detectable Warning Surfaces (DWS) at the junction between the pedestrian access route and commercial driveways provided with traffic control devices or driveways that are otherwise permitted to operate like public streets.

Construct in accordance with applicable sections of Publication 408, the special provisions of the contract, and any additional requirements specified herein.

Erect and maintain traffic control signs according to Publication 213 latest edition and the Manual on Uniform Traffic Control Devices latest edition, and as applicable to control vehicular, pedestrian and bike traffic in the work zone.

Construct curb and sidewalks in accordance with Section 630 and Section 676 as indicated and as follows:

Revise Section 630.3(g) as follows:

Backfill the area in front of the curb as indicated on the detail in the roadway plan.

Revise Section 676.3 Construction by adding the following:

Do not construct curb ramps until the plans for the quadrant are approved by the Engineer. All work must be performed within the legal right-of-way unless written permission is obtained from the property owner. If an authorization to enter (waiver of claim) is required, contact the County to have it completed and signed by the property owner prior to starting construction.

Minor utility adjustments such as, but not limited to, minor vertical adjustments of manholes, junction boxes, valve boxes, etc. may be required. Coordinate with all necessary utility companies for adjustments of their facilities for construction of the curb ramp.

Inlets that must remain within the pedestrian accessible path shall have the existing grate replaced with an ADA compliant grate where necessary.

All minimum and maximum dimensions contained on the Standard Drawings RC-67M and RC-64M are absolute. Construction tolerances do not apply when a dimension is shown as minimum or maximum. Check all slopes with a four-foot smart level for compliance.

All curb ramps will include sidewalk DWS. Refer to Section 695 entitled "Detectable Warning Surfaces" for description, material, and construction, unless excluded by PennDOT Pub. 13M, DM-2, Section 6.5.A.8.

Remove all existing concrete and curb to neat lines.

Notify the City and appropriate Engineering District a minimum of three calendar days prior to any work at signalized intersections that may affect loop detectors. Replace any damaged or removed loop detectors and fully restore their operation for each signalized intersection within seven calendar days. Adjust video detection systems as required. All signalized intersections will be in compliance with the appropriate traffic signal permit. Modifications to the existing traffic signal permit will require City and appropriate Engineering District approval.

Eradicate and install pavement markings as required by the curb ramp design drawings.

At signalized intersections, provide access to existing pedestrian push buttons to the maximum extent feasible or install 4' pedestal push button poles so as not to create pedestrian obstructions.

Grade areas behind the sidewalk that are within vegetation to match the grade of the new sidewalk and existing topography so the area will drain away from the pedestrian facility. Place topsoil as necessary and seed the area with Seeding and Soil Supplements, Formula B including Mulch, Modified, incidental to ITEM 4804-0011.

Place protective fence around work site to protect pedestrian traffic while ramp is under construction and curing.

If a new curb ramp is being placed at a location other than the existing curb ramp, remove the existing depressed curb and replace with necessary curb to tie into the new curb cut ramp. Remove the existing curb ramp and replace with the appropriate sidewalk or topsoil at a grade to meet the new curb ramp facility.

Provide a safe alternate and accessible pedestrian route around construction activities required for alterations that affect existing pedestrian circulation paths. The alternate route must comply

with all applicable design guidelines to the maximum extent feasible so that the usability of the accessible route is maintained. The alternate route will be kept in place throughout the duration of the construction activity.

Following construction of each curb ramp, the City's inspector-in-charge will utilize PennDOT Form CS-4401 to evaluate and ensure that all constructed curb ramps comply with the referenced design and construction standards. Curb ramps that are found to be non-compliant as a result of completing the inspection form will be reconstructed at the sole cost of the contractor unless the curb ramp detail in question had been authorized to be constructed through the use of an approved technically infeasible form.

IV. MEASUREMENT AND PAYMENT –

Work will be paid under the following items as applicable and if and where required by design:

- ITEM 0695-0004 DETECTABLE WARNING SURFACE, POLYMER COMPOSITE
- ITEM 0951-4012 TRAFFIC SIGNAL SUPPORT - 12' PEDESTAL
- ITEM 0954-0011 1-INCH CONDUIT
- ITEM 0954-0012 2-INCH CONDUIT
- ITEM 0954-0151 TRENCH AND BACKFILL, TYPE I
- ITEM 0954-0201 SIGNAL CABLE, 14 AWG 3 CONDUCTOR
- ITEM 0954-0202 SIGNAL CABLE, 14 AWG 5 CONDUCTOR
- ITEM 0954-0301 JUNCTION BOX, JB-26
- ITEM 0955-3208 VEHICULAR SIGNAL HEAD, THREE 12" SECTIONS
- ITEM 0956-0001 LOOP SENSOR
- ITEM 0963-0001 PAVEMENT MARKING REMOVAL
- ITEM 9630-0010 PLAIN CEMENT CONCRETE CURB, INCLUDING REMOVAL OF EXISTING CURB AND PAVEMENT RESTORATION
- ITEM 9676-0001 CEMENT CONCRETE SIDEWALK, INCLUDING EXCAVATION AND ROADSIDE DEVELOPMENT
- ITEM 9954-0302 RELOCATE JUNCTION BOX
- ITEM 9955-0001 RELOCATE PEDESTRIAN SIGNAL HEAD

Payment will not be made for the above items until the Engineer approves the completed construction of each ramp quadrant, built to the specifications as provided by the final approved CS-4401 form.

ITEM 4350-0106 SUBBASE 6" DEPTH (No.2A), MODIFIED

In accordance with Section 350.

The following shall be added:

Price for the Subbase shall be based on the square yard (SY) and shall include all costs associated with the removal of material (6" depth) and replacement of subbase (6" depth) with an approved No. 2A Coarse Aggregate. All removed materials shall be retained by the contractor.

Location and extent of select subbase repairs will be determined and marked in the field by the City's Representative following a full mill of the roadway wearing course.

ITEM 4804-0011 SEEDING AND SOIL SUPPLEMENTS – FORMULA B, INCLUDING MULCH, MODIFIED

In accordance with Section 804, modified as follows:

Section 804.1 DESCRIPTION – Revise to read:

This work is the furnishing and placing of seed and soil supplements and mulch of the type indicated.

Section 804.2(d) – Herbicides. Delete this section and replace with the following:

- d) Mulch. Section 805.2(a)1., 1.c – Wood Fiber.

Section 804.2(e) – Mow-Line Delineator Stakes. Delete this section and replace with the following:

- e) Mulch Binder. Section 805.2(b)

Section 804.3(g) – Mow-Line Delineation. Delete this section and replace with the following:

- g) Mulching. Section 805.3

Section 804.3(h) – Herbicides. Delete this section.

Section 804.3(j) – Maintenance. Revise the last paragraph as follows:

After the seeding, soil supplement, and mulch work on a slope has been satisfactorily completed, if a slope failure occurs, one which requires redressing, excavation, or establishment of a new slope, reapply soil supplements, reseed, and mulch as specified for the original treatment.

Section 804.4 MEASUREMENT AND PAYMENT – Pound. Revise as follows:

- a) Seeding and Soil Supplements.
Includes mulch and mulch binder.

Reapplying soil supplements and reseeding and mulching on failed slope areas, as specified in Section 804.3(j), will be paid for at the contract unit price, in addition to the original accepted application of seeding, soil supplements, and mulch.

MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION
(ITEMS 0901-0001 to 0901-0019)

In accordance with Section 901 and as follows:

Notify The City of Reading, the Inspector-in-Charge, property owners, and PENNDOT Press Office (610-871-4555) a minimum of two weeks prior to the beginning of construction. Notify local emergency units (police, fire, medical, etc.), businesses, school districts and the general public at least one week prior to the start of work.

Install and maintain all signing and devices in accordance with the provisions of 67 PA Code, Chapter 212, Publication 213, latest edition. If work can be safely completed without the use of a traffic detour or if an approved Traffic Control Plan is not included, the Contractor shall be responsible for providing work zone traffic control in accordance with the appropriate PATA figure from Pub. 213, as approved by the Engineer.

Maintain access to all driveways (commercial and residential) at all times. Locate all signs so that sight distance is not obstructed at driveways and side streets. Coordinate delivery of project materials so as to minimize the inconvenience of local businesses and residents.

Maintain access to all sidewalks during curb ramp construction or provide a safe alternate and accessible pedestrian route around construction activities required for alterations that affect existing pedestrian circulation paths. The alternate route must comply with all applicable design guidelines to the maximum extent feasible so that the usability of the accessible route is maintained. The alternate route will be kept in place throughout the duration of the construction activity.

Install temporary pavement markings to delineate the roadway (including crosswalks and stop bars at intersections) at all times following the disturbance of existing pavement markings and preceding the installation of permanent pavement markings. The successful bidder shall install temporary pavement markings immediately following both the milling of existing pavement surfaces and the installation of new pavement. Permanent pavement markings shall not be installed on the roadway until a minimum of one (1) month after the placement of the final pavement course.

Leave accessible all fire hydrants, gas valves, water valves, and mailboxes at all times.

Use Type III or Type IV orange retroreflective sheeting material on all long-term traffic control signs and devices. Provide new or like new traffic control signs and devices. Do not use reflective sheeting that is scratched, scarred, dirty, or shows evidence of loss of reflectivity.

Install Type B lights on all traffic control signing during nighttime operations. Face any lighting used for construction purposes during nighttime hours such that the lights do not face motorists approaching the work zone.

As defined in 67 PA Code § 173.3 (3) (ii), the use of flashing or strobe lights in headlights, parking lights, and taillights is prohibited. All Construction vehicles operated within the project limits are prohibited from using such lights.

For mounting of signs, provide Type III Barricades or any other approved mounting required to accommodate all situations. No signs are to be installed on any utility pole.

Ensure that ANSI 107-2004 Class 2 apparel (fluorescent yellow-green) is worn by all employees engaged in work operations. Flaggers shall be required to wear ANSI 107-2004 Class 2 vests (fluorescent yellow-green) when performing flagger operations. ANSI Class 3 apparel shall be used for additional flagger visibility at night.

Designate an individual (or individuals) as Traffic Control Supervisor(s) (“TCS”) responsible for all items related to the Maintenance and Protection of Traffic during Construction (“MPT”). Furnish the name(s) of all TCS, their addresses, and telephone numbers where they can be contacted at all times. TCS contact information shall be provided to State and Local Police and any other interested emergency management agencies prior to the start of work. The TCS shall be available to respond within twenty (20) minutes or arrange for substitute personnel to respond within twenty (20) minutes to any complaints or deficiencies relating to the MPT. The TCS shall be responsible for coordinating with local emergency personnel, setting flares and assisting in emergency traffic control procedures in cases of traffic accidents in the vicinity of the project that affect traffic within or beyond the limits of work.

Maintain constant surveillance of the traffic control operations and replace or correct any missing, damaged, ineffective or misaligned equipment to the satisfaction of the Inspector-in-Charge at no expense to the City. The project will be constructed while traffic is maintained around the work zone.

Any existing signs that conflict with the detour are to be covered. Have all traffic control devices inspected by the Inspector-in-Charge prior to the start of work and Detour implementation (if applicable). Inspect all temporary traffic control signs on a daily basis.

Do not stop, stand or park construction equipment or stockpile material during non-working hours on any traffic lane or shoulder. Do not allow employees to park their personal vehicle on any traveled roadway, shoulder, median or seeded area along highway. Park equipment at least thirty (30) feet from the edge of the traveled roadway or in areas protected by guide rail or concrete barrier acceptable to the Engineer to adequately protect the traveling public.

Allow no construction equipment to operate on any traffic lane or shoulder outside a suitable protected work area, except in the designated direction of travel for the respective lane or shoulder. Do not interfere with the open traffic lane(s) at any time. This includes, but is not limited to, equipment counterweights swinging into the lane(s), etc.

Place asphalt base and binder courses in accordance with their respective specifications immediately following milling operations. To eliminate edge drop-offs adjacent to travel lanes, the depth of the new asphalt material shall be equal to the depth of the mill and flush with the existing roadway surface.

Place “Uneven Lanes” sign (W8-11), where travel lane or adjacent travel lane is not at the same elevation (for details, see PennDOT Pub. 236 – Handbook of Approved Signs)

Do not allow traffic to drive on or adjacent to any milled areas that contain an edge drop-off height greater than two (2) inches. If this condition cannot be met the contractor shall follow the guidelines set forth in PennDOT Publication 213, *Temporary Traffic Control Guidelines*, page 8 of 113, Lateral Placement of Barrier in a Dropoff Condition. An edge drop-off height of equal to or less than two (2) inches must be filled with a bituminous material that matches that of the course it is to be placed upon unless otherwise directed by the Engineer in writing. All work and materials used to address edge drop-off conditions shall be incidental to this item.

Temporary concrete barriers installed to protect the traveling public from an edge drop-off shall be incidental to this item, but should not be used unless absolutely necessary and only with written authorization from the Engineer.

ITEM 9000-0001 PARKING PERMIT FEES

This item includes costs associated with coordination and fees necessary to purchase Daily Parking Permits (“No-Parking” signs) from the Reading Parking Authority (RPA). “No-Parking” signs are necessary at all work locations where parking is legally permitted. All “No-Parking” postings must be coordinated through the RPA at a cost of \$4 per parking space per day. Additional information can be found at <https://readingparking.com/no-parking-signs/>

ITEMS 9000-2023 UNFORESEEN ROADWAY CONSTRUCTION

DESCRIPTION - This work may include but is not limited to: unanticipated work within the ADA curb ramp; ADA curb ramp design and improvements and associated signal design and improvements, island construction and removal; curbing; base repair, drainage adjustments and adjustment of unknown or buried manholes; pavement markings; and construction of curb.

MATERIALS - As specified in Sections 605, 606, 630, 704 and other appropriate sections as needed.

CONSTRUCTION - Prior to the bituminous overlay and as directed during construction, perform this work at the locations determined by the Engineer. Prior to starting this work the Contractor must obtain written authorization from the City.

MEASUREMENT AND PAYMENT – Dollar.

The proposal will include an item and a predetermined amount of money for Unforeseen Roadway Construction. The contract item will have a unit of measure of Dollar, a unit price of \$1.00, and a quantity equal to the predetermined amount. The Contractor will only be paid for work that has been authorized in writing by the City.

Due to the contingent or unpredictable nature of the work being performed, the provisions of Section 110.02(d) are not applicable to this item.

Measured and paid for, under the Unforeseen Roadway Construction item as follows:

(a) Contract Items. The City will pay for performance of work, identified as having similar items listed in the contract, at the contract unit price.

(b) Non-Contract Items. The City will pay for items of work not identified in the contract as follows:

Negotiated Price. At price agreed upon with the City before performing the work.

ITEM 9630-0010 PLAIN CEMENT CONCRETE CURB, INCLUDING REMOVAL OF EXISTING CURB AND PAVEMENT RESTORATION

DESCRIPTION - This work is construction of plain cement concrete curb, ADA compliant depressed curb, and the restoration of the existing pavements.

MATERIAL -

- Plain Cement Concrete Curb Materials - Section 630.2
- Superpave Asphalt Mixture Designs - Sections 313.2 and 413.2
- Class AA Cement Concrete - Section 501.2
- Thermoplastic Pavement Markings - Section 960.2

CONSTRUCTION - Construct curb in accordance with Section 630 revised as follows:

Revise Section 630.3(c) Placing, Finishing, and Curing Concrete by adding the following:

Construct plain cement concrete curb as shown on the Standard Drawings (RC - 64M & RC - 67M) and with the latest ADA Standards for Accessible Design - ADAAG (28 CFR Part 36. R) requirements for curb cut ramps.

Remove existing curb, pavement and sidewalk to neat lines. Any additional excavation or saw cutting into the existing concrete curb, where required, is incidental.

Construct pavement restoration in accordance with Sections 313.3, 413.3 and 501.3.

Seal new curb in accordance with Section 413.3 (h).

Apply Thermoplastic Pavement Markings in accordance with Section 960.3 as necessary.

MEASUREMENT AND PAYMENT - Linear Foot.

Measured as linear foot of plain cement concrete curb.

Payment includes all excavation, removal and disposal of waste, excess or unsuitable materials, saw cutting, pavement restoration items, sealing and pavement marking restoration items.

ITEM 9676-0001 CEMENT CONCRETE SIDEWALK, INCLUDING EXCAVATION AND ROADSIDE DEVELOPMENT

DESCRIPTION - This work is construction of ADA compliant cement concrete sidewalks and the restoration of the adjacent area.

MATERIAL -

- Cement Concrete Sidewalk Materials - Section 676.2
- Seeding and Soil Supplements, Formula B including Mulch, Modified – See ITEM 4804-0011.

CONSTRUCTION - Construct Sidewalk in accordance with Section 676 revised as follows:

Revise Section 676.3(d) Concrete by adding the following:

Construct plain cement concrete sidewalk as shown on the Standard Drawings RC - 67M and with the latest ADA Standards for Accessible Design - ADAAG (28 CFR Part 36.) requirements for curb cut ramps.

All minimum and maximum dimensions contained on the Standard Drawings RC - 67M and ADAAG are absolute. Section 105.03(a) does not apply to the construction of the curb ramps. An acceptance certificate will not be issued if any newly constructed curb ramp does not fully comply with the Standard Drawings RC - 67M and ADAAG requirements.

MEASUREMENT AND PAYMENT - Square Yard of Cement Concrete Sidewalk

Payment includes all excavation, removal and disposal of waste, excess or unsuitable materials, saw cutting, and roadside restoration items.

ITEM 9954-0302 RELOCATE JUNCTION BOX

DESCRIPTION – This work is relocating existing junction boxes and associated appurtenances.

MATERIAL – In accordance with Section 954.2

CONSTRUCTION – In accordance with Section 910.3(p) and as follows:

Relocate the junction box and all associated accessories as shown on the Standard Drawings. If existing junction box cannot be relocated for any reason, remove the existing junction box and install a new junction box as applicable. Repair any damage caused by the relocation or replacement of the junction box as directed.

MEASUREMENT AND PAYMENT – Each.

The price includes excavation, backfill, disposal of excess or unsuitable material, and any incidental appurtenances required to provide a fully operating junction box, including but not limited to a new junction box, cable and/or other connections, grounding electrode conductor, grouting and/or mounting hardware, and any necessary patching material.

ITEM 9955-0001 RELOCATE PEDESTRIAN SIGNAL HEAD

DESCRIPTION – This work is relocating an existing pedestrian signal head.

MATERIAL – In accordance with Section 955.2

CONSTRUCTION – As follows:

Remove the pedestrian signal head and relocate as necessary to new traffic signal support. Terminate or re-route wiring in accordance with applicable electrical codes and in compliance with all local, state, and federal regulations. If existing signal head cannot be relocated for any reason, remove the existing signal head and install a new signal head as applicable. Repair any holes and/or damage to galvanized finishes or decorative painted finishes caused by the removal of the pedestrian signal head. If the signal head is damaged during relocation, it shall be replaced at the contractor's expense.

MEASUREMENT AND PAYMENT – Each.

The price includes any incidental appurtenances required to provide a fully operating pedestrian signal, including mounting hardware and any necessary galvanized patching material.

ITEM 9990-0001 DESIGN ADA CONCRETE CURB RAMP

I. DESCRIPTION - This work is the design and preparation of drawings for the construction of ADA accessible curb ramps as required to provide pedestrian access.

II. DESIGN -

(a) General.

Prepare and submit design drawings for each quadrant detailing the proposed curb ramp(s) for the quadrant in accordance with the specifications. At intersections with State roads, design drawings must also be submitted to PennDOT for approval.

Design will be paid for each quadrant designed. A quadrant is defined as: curb ramps and ADA features associated with a particular corner, median crossing, island, commercial

driveway, or mid-block crossing. Each corner, median crossing, island, commercial driveway (both sides), and mid-block crossing (both sides) are one (1) quadrant.

Provide Detectable Warning Surfaces (DWS) at the junction between the pedestrian access route and commercial driveways provided with traffic control devices or driveways that are allowed to operate like public streets.

Provide design and drawings in English units.

Submissions that take advantage of any errors or omissions in the discrepancies with the contract Special Provisions will not be accepted. If any error, omission, or discrepancy is discovered, immediately notify the Engineer. Failure to notify the Engineer constitutes a waiver of claims for misunderstandings, ambiguities, or other situations resulting from the error, omission, or discrepancy.

Provide a design activity schedule.

(b) Designer Qualifications.

Design drawings must be sealed by a Professional Engineer licensed in Pennsylvania.

Designer/Engineer required resumes must demonstrate experience and expertise during the last five (5) years with their familiarity with the Americans with Disabilities Act (ADA) requirements as contained in Code of Federal Regulations; 28 CFR Part 36 and other applicable design criteria, standards, guidelines, and Construction Specifications.

(c) Design Specifications.

Provide a design drawing as specified in Section 105.02(c) and according to Section III Design Requirements.

Use the following listing in order of governing predominance for design policy and procedures, design criteria, and additional information:

- Contract Special Provisions
- Publications 10, 10A, 13M, and 14M, latest editions
- Pavement Policy Manual, Publication 242, latest edition
- Highway Specifications, Publication 408, latest edition and Change No. in effect on the Let Date
- Roadway Construction Standards, Publication 72M
- Temporary Traffic Control Guidelines, Publication 213, latest edition
- Traffic Control Pavement Marking and Signing Standards TC-8600 and TC-8700, Publication 111, latest edition
- Traffic Standards TC-8800, Publication 148

- Handbook of Approved Signs, Publication 236M, latest edition
- Official Traffic Control Devices, Publication 212, latest edition
- FHWA's Manual on Uniform Traffic Control Devices, latest adopted edition
- Work Zone Safety and Mobility Policy, Publication 46 (Traffic Engineering and Operations Manual), Chapter 6.3
- Publication 35, Approved Construction Materials (Bulletin 15)
- AASHTO's A Policy on Geometric Design of Highway and Streets (i.e., AASHTO "Green Book"), 2011 edition
- Publication 149 Traffic Signal Design Handbook

If a clear order of predominance cannot be established or a difference in interpretation of the design criteria, standards, specifications, or methodology cannot be resolved, the Engineer will be the arbiter and this decision will be final.

(d) Utilities.

Design the curb ramps to accommodate the existing utility facilities within the project. Minor utility adjustments such as, but not limited to, minor vertical adjustments (up to four inches) of manholes, junction boxes, valve boxes, etc. may be required and are incidental to special provision CONSTRUCT ADA CONCRETE CURB RAMP.

(e) Signalized Intersections.

Do not compromise pedestrian visibility at curb ramp locations. Signal heads must be visible from curb ramp locations. Establish stop bars within the guidelines in Publication 149 - Traffic Signal Design Handbook.

III. DESIGN REQUIREMENTS -

Submit one (1) electronic copy of drawings, forms, and related drawings. Each submission package must be sealed by a Professional Engineer licensed in Pennsylvania.

Design curb ramps according to the Americans with Disabilities Act.

Provide design drawings for each intersection on 11 inch by 17 inch paper at a scale of one inch per one foot vertical and one inch per 10.0 feet horizontal.

Indicate a north arrow on the drawing identifying the direction of magnetic north.

Provide a title block in the lower right corner, including the project's name, date of submittal, a block for date of re-submittal(s), and the appropriate sheet number(s).

Indicate the type of curb ramp proposed and the location of each quadrant. Label each ramp design with the corresponding curb ramp name on the tabulation sheets. The order of design acceptance is as follows:

1. Separate Compliant Curb Ramp
2. Compliant Diagonal Curb Ramp
3. Separate Non-Compliant Curb Ramps
4. Non-Compliant Diagonal Curb Ramp

If proposed curb ramp is diagonal, complete the attachment entitled "Diagonal Curb Ramp Approval Form" and submit to the Engineer for approval. Submit the attachment entitled "Technically Infeasible Form" to the Engineer for ramps that are not ADA compliant. The Engineer will grant final approval.

Indicate the existing and proposed vertical elevations of the finished grade of roadway directly in front of and at the center of the proposed ramp (designated to the nearest 0.01 foot).

Indicate the existing longitudinal and cross slopes of the roadway directly in front of and at the center of the proposed ramp (designated to the nearest 0.10 %).

Indicate proposed running and cross slope percent of the ramp (designated to the nearest 0.10 %).

Indicate proposed running and cross slope percent of the sidewalk transitions to the ramp and landing (designated to the nearest 0.10 %).

Indicate limits of removal of existing sidewalk, curb, and curb ramp(s) (designated to the nearest 0.10 foot). Terminate limits of work at existing tooled expansion/contraction joints. Curbs can be saw cut.

Indicate proposed length and width of the curb ramp.

Indicate proposed horizontal location and horizontal measurements of the landing area.

Indicate proposed slopes of the landing area (designated to the nearest 0.10 %).

Indicate proposed slopes of flares (designated to the nearest 0.10 %).

Indicate proposed horizontal measurement of flares (designated to the nearest 0.10 foot).

Indicate the proposed horizontal placement of DWS.

Indicate horizontal and vertical relationships to the pedestrian push buttons (designated to the nearest 0.10 foot).

Provide access to existing push buttons to the maximum extent feasible or install four foot pedestal push button poles so as not to create pedestrian obstructions.

Indicate horizontal relationship of the crosswalk and stop bars (designated to the nearest 0.10 foot).

Indicate any utility features within the curb ramp construction area.

Provide positive drainage for each quadrant. Maintain existing curb horizontal alignment and drainage. Bulb-outs are not allowed.

Indicate existing and proposed right of way and construction easements (including the Administrator of the Right of Way for state, City or dedicated, etc.).

Design the ramps to either meet standards or design to the maximum extent feasible regardless of right of way constraints. The contractor must contact the property owner in person to overview the proposed curb ramp design and determine the approximate footprint of the ramps that will exceed the existing legal right of way. Notify the City that an authorization to enter (waiver of claim) form must be completed as documented in the special provision titled: "NOTICE TO BIDDERS - RIGHT OF WAY RESEARCH," within ten (10) working days of the initial meeting with the property owner. If approval to work outside the legal right of way is not obtained in writing, design and construct the pedestrian facility to the maximum extent feasible within the existing legal right of way. Provide a technically infeasible form if an authorization to enter (waiver of claim) is not obtained.

Indicate property lines and property owner of record on drawings where there is insufficient right of way for the proposed design.

Designs utilizing cheekwalls and unexpected vertical drops require Engineer approval. If vertical drops are used, designs must include pedestrian barriers for approval by the Engineer.

Minimum and maximum dimensions as shown on the Standard Drawings RC-67M are absolute. Construction tolerances do not apply when a dimension is shown as minimum or maximum.

IV. REVIEW TIMES -

Submit curb ramp designs for review by the Engineer. Submittal reviews will be performed within ten (10) working days for the first submission and within ten (10) working days for subsequent submissions. The City will not be responsible for delays because of designs that

require subsequent submissions. Submit a maximum of 24 quadrants at a time per submittal review. No more than 24 quadrants may be under review by the City at a time.

Review times begin and end when a submission is logged in and out, respectively, by all designated reviewers. The login time will be taken as the latest date in which the submission is received by the reviewers. Submittals received after 11:00 a.m. will be logged in as the next working day after receipt of the submission. If a submission is incomplete or otherwise requires additional information or data to properly complete the review, the review time will begin as specified for the submission when required information is received. Additional Contract time or price adjustment to any Contract items will not be granted because of failure to obtain approvals within the specified review times resulting from incomplete or non-conforming submissions. Working days are weekdays, Monday through Friday. These official holidays will not be included as working days: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

V. MEASUREMENT AND PAYMENT - Each. Each consists of one (1) quadrant.

Each corner, median crossing, island, commercial driveway (both sides), and mid-block crossing (both sides) are one (1) quadrant.

Payment will be made after the curb ramp design is approved by the Engineer and PennDOT as necessary at intersections with State Roads.

ITEM 9990-0002 PROFESSIONAL SERVICES

I. DESCRIPTION – This work is the preparation of Traffic Signal Permit Plans when curb ramp installations necessitate revisions to the existing Traffic Signal Permit Plans.

II. DESIGN –

(a) General –

Revise the existing Traffic Signal Permit Plan including, but not limited to, curb ramp locations, stop bar locations, crosswalks, pedestrian push button locations, loop detectors, sensors, vehicular signal heads, pedestrian signal heads, traffic signal supports, controllers, junction boxes, signal timings and installation/removal of pedestrian signs.

Do not modify existing signal equipment or install proposed signal equipment until written approval is obtained.

Provide design and drawings in English units.

Submissions that take advantage of any errors and/or omissions in the discrepancies with the contract special provisions will not be accepted. In the event any such error, omission, or discrepancy is discovered, immediately notify the City. Failure to notify the City will constitute a waiver of all claims for misunderstandings, ambiguities, or other situations resulting from the error, omission, or discrepancy.

Provide a Design Activity Schedule.

Value engineering is allowed.

(b) Designer Qualifications –

Employ a Professional Engineer licensed in Pennsylvania. The Engineer required resume must demonstrate experience and expertise, during the last 5 years, in the preparation of Traffic Signal Permit Plans and other applicable design criteria, standards, guidelines and construction specifications.

(c) Design Specifications –

Provide a Traffic Signal Permit Plan as specified in Publication 149 Traffic Signal Design Handbook.

Use the following listing, in order of governing predominance, for design policy and procedures, design criteria, and additional information:

- Design requirements listed herein and addenda (addendum) to the proposal
- Contract special provisions
- All active Strike Off Letters
- Design Manual Parts 1, 1A, 2 and 3, Publications 10, 10A, 13M, and 14M, latest editions
- Publication 149 Traffic Signal Design Handbook, latest edition
- Traffic Standards TC-8800, Publication 148, latest edition
- Handbook of Approved Signs, Publication 236M, latest edition
- Official Traffic Control Devices, Publication 212, latest edition
- FHWA's Manual on Uniform Traffic Control Devices, latest edition
- Traffic Engineering Manual, Publication 46, latest edition
- Roadway Construction Standards, Publication 72M, latest edition
- Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) dated July 26, 2011
- Highway Specifications, Publication 408/2011, Change No. in effect on the Let Date
- Temporary Traffic Control Guidelines, Publication 213, latest edition

- Traffic Control Pavement Marking and Signing Standards TC-8600 and TC-8700, Publication 111M, latest edition
- Work Zone Safety and Mobility Policy, Publication 46 (Traffic Engineering and Operations Manual), Chapter 6.3
- Pavement Policy Manual, Publication 242, latest edition
- Publication 35, Approved Construction Materials (Bulletin 15)
- AASHTO's A Policy On Geometric Design of Highway and Streets (i.e., AASHTO "Green Book"), 2004 edition

In the event that a clear order of predominance cannot be established, or a difference in interpretation of the design criteria, standards, specifications, or methodology cannot be resolved, the (Assistant District Executive for Design/ District Executive) will be the arbiter and this decision will be final.

(d) Submission Requirements –

Submit for review and approval the revised Traffic Signal Permit Plans to the District Traffic Engineer concurrently with the ADA curb ramp submission. Show on the revised Traffic Signal Permit Plan the proposed curb ramp locations. Include any changes to existing signal equipment and the installation of new signal equipment, including but not limited to, stop bar locations, crosswalks, pedestrian push button locations, loop detectors, sensors, vehicular signal heads, traffic signal supports, controllers, junction boxes, pedestrian signal heads, signal timings and installation/removal of pedestrian signs. Identify any existing ornamental and/or powder-coated painted supports to the City and the City's Representative.

Ensure pedestrian and pedestrian signal head visibility is not compromised by the new curb ramp locations. Ensure the distances of signal heads from the stop bar are within the guidelines established in the Publication 149 Traffic Signal Design Handbook.

Coordinate the location and design of new signal equipment with the new curb ramps. Adjust the location of proposed traffic signals supports, pedestrian signals, controllers, junction boxes, signs and other signal related work, as indicated, to allow for the design and construction of new curb ramps.

Provide vehicular clearance interval calculations and pedestrian clearance calculations based on proposed curb ramp locations. Utilize 3.5 feet/second for walking speed and curb-to-curb width for calculations.

If an intersection requires revisions to the traffic signal permit, and there is no electronic file, create an electronic permit signal plan using Computer-Aided Drafting and Design (CADD) software.

Scanned images are not acceptable. Submit the electronic file in DWG or DGN format. A sample file is available upon request to the District Traffic Engineer. If the electronic permit plan was obtained from the City verify against the field conditions to ensure accuracy.

Coordinate with the City for the revision to the traffic signal permit plans and obtain concurrence in writing.

Submit two (2) hard copies of the proposed Traffic Signal Permit Plans to the District Traffic Engineer for review and approval. Submit one (1) hard copy of the vehicular clearance interval calculations and pedestrian clearance calculations.

(a) As-Built Requirement -

Upon completion of all construction activities as approved on the Traffic Signal Permit Plan, submit for review and approval an As-Built Traffic Signal Permit Plan to the District Traffic Engineer. Once approved, submit the CADD file for the As-Built Traffic Signal Permit Plans to the District Traffic Engineer. Submit the electronic file in DWG or DGN format.

(b) Review Times –

Submittal reviews will be performed within (20) working days for the first submission and within (15) working days for subsequent submissions.

Review times begin and end when a submission is logged in and out, respectively, by all designated reviewers. The login time will be taken as the latest date in which the submission is received by the reviewers. Submittals received after 11:00 AM will be logged in as the next working day following receipt of the submission. If a submission is incomplete or otherwise requires additional information or data to properly complete the review, the review time will begin as specified for the submission when all required information is received. Additional contract time or price adjustment to any contract items will not be considered due to failure to obtain approvals within the specified review times resulting from incomplete or non-conforming submissions. Working days are weekdays, Monday through Friday. The following official holidays will not be included as working days - New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day

III. MEASUREMENT AND PAYMENT – Each. Measured as a complete intersection plan.

Includes all costs associated with the production and submission(s) of an accepted Traffic Signal Permit Plan. Additional payments will not be made for resubmissions.

Payment for the revision to the existing traffic signal permit plans is made upon approval of the Revised Traffic Signal Permit Plans and approval of the As-Built Traffic Signal Permit Plan. Incremental payment is based upon the following schedule:

- Revised Traffic Signal Permit Plan Approval – (60%)
- As-Built Traffic Signal Permit Plan Approval and submission of electronic files to the District Traffic Engineer – (40%)

ATTACHMENT 1

The Bid Item form for this project can be located on PennBid at www.pennbid.procureware.com.