

REQUEST FOR PROPOSAL

**HVAC Design & Construction Oversight**

**3<sup>rd</sup> & Spruce Recreation Center**

DEPARTMENT OF PUBLIC WORKS

CITY OF READING, PENNSYLVANIA



TABLE OF CONTENTS

Professional Services..... 3  
Proposal Submission ..... 3  
Pre-Proposal Conference..... 3  
Proposer’s Clarification ..... 3  
Insurance..... 3  
Workers’ Compensation and Public Liability and Property Damage Insurance ..... 3  
Equal Employment Opportunity ..... 4  
Employment of Certain Persons Prohibited ..... 5  
Alternations or Modifications ..... 5  
Subcontracts ..... 5  
Right to Audit Records ..... 5  
Dissemination of Information..... 5  
Business Privilege Tax..... 5  
Permits/Licenses ..... 5  
Observance of Laws, Ordinances and Regulations..... 6  
Withdrawal of Proposals ..... 6  
Proposal Rejection ..... 6  
Execution of Contract..... 6  
Contract Termination..... 6  
Scope of Services ..... 7  
Information Required With Proposals ..... 18  
Compensation ..... 19  
Evaluation of Proposals ..... 19  
Assignment of Key Staff..... 20  
Selection Committee ..... 20  
Questions Regarding Specifications ..... 21

FORMS

    Non-Collusion Affidavit..... 22  
    Non-Discrimination Statement ..... 25  
    Non-Indebtedness..... 26

## PROFESSIONAL SERVICES

This project shall consist of designing a new HVAC system and controls to replace existing. Additionally proposals are to include bid preparation, subsequent award with active construction oversight, pay review and close-out services. The current system design is a series of split systems, four (4) rooftop heating / cooling units, air handlers, exhaust fans, and electric unit heaters. Additionally, modifications / upgrades may be needed to the electric service and distribution system to be determined by the Consulting engineer.

## PROPOSAL SUBMISSION

Proposals shall be submitted on the PennBid website at [www.pennbidprocureware.com](http://www.pennbidprocureware.com) on August 26, 2020 at 3:00 pm, prevailing time.

Proposals received at the Office of the Purchasing Coordinator after the hour specified will not be considered. Proposers are invited to be present at the RFP opening.

## MANDATORY PRE-PROPOSAL CONFERENCE

There will be a pre-proposal meeting to be held at the 3<sup>rd</sup> and Spruce Recreation Center, located at 320 South 5<sup>th</sup> Street, Reading, PA on August 3, 2020 at 11:30 a.m., prevailing time. To facilitate the clarification of requirements, proposers are required to submit questions in writing, by 2:00 P. M. on **August 11, 2020**. Any interpretation made to prospective proposers will be expressed in the form of an addendum which, if issued, will be conveyed in writing to all prospective proposers no later than **August 19, 2020**.

## PROPOSER'S CLARIFICATION

By submitting a proposal, the proposer certifies that the RFP has been fully read and that the proposer understands the proposal method and has full knowledge of the scope, nature and quality of work to be performed.

## INSURANCE

The Successful Proposer, at the time of execution of the contact, 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 Proposer in the work to be performed is that of any independent Proposer 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 Proposer, sub-contractors, agents, or employees have been negligent, and the Proposer shall keep the City free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Proposer 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, including all legal defense costs incurred by the City. The Proposer 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 Proposer shall indemnify and save harmless the City from all suits or actions at 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. Proposer's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the City.

The Proposer shall maintain such insurance as will protect the proposer 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. Proposer's liability insurance shall be in the names of the Proposer and the City as their respective interests may appear. Each policy and Certificate of Insurance shall contain an endorsement naming the City of Reading as additionally insured. Certificates of such insurance shall be filed with the City.

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.

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

Prior to commencement of performance of this Agreement, the Consultant 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 insured's 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.

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.

#### EQUAL EMPLOYMENT OPPORTUNITY

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

The Proposer will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Proposer 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 Proposer 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 Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

In the event of the Proposer'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 Proposer may be declared ineligible for further City contracts.

The Proposer 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.

#### ALTERATIONS OR MODIFICATIONS

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 Proposer 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 Proposer will not be allowed to subcontract work under this contract unless written approval is granted by the City. The Subproposer, as approved, shall be bound by the conditions of the contract between the City and the Proposer. The authorization of a Subproposer 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 Proposer. All directions given to the Subproposer in the field shall bind the Proposer as if the notice had been given directly to the Proposer.

#### RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of a proposer or any sub-proposer to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the proposer for a period of three (3) years from the date of final payment under the prime contract and by the sub-proposer for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

#### DISSEMINATION OF INFORMATION

During the term of the resulting contract, the successful proposer may not release any information related to the services or performance of services under the contract, nor publish any report or documents relating to the City, the account or performance of services under the agreement without prior written consent of the City; and shall indemnify and hold harmless the City, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication and distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining to the City, the account or the contract by the proposer or its agents or employees.

#### BUSINESS PRIVILEGE TAX

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

#### PERMITS/LICENSES

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

#### OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The Proposer 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 Proposer 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

Proposers will be given permission to withdraw any proposals after they have been received by the City's Purchasing Coordinator at his/her office, provided said request is in writing and properly signed or by telegram and is received at least two (2) hours prior to the time and date set for the opening. Request by telegram must be confirmed in writing, properly signed, which must be delivered within twenty-four (24) hours of the time and date set for the opening. No proposals may be withdrawn for a period of ninety (90) days following the formal opening and receipt of proposals by the City of Reading.

#### PROPOSAL REJECTION

The City of Reading reserves the right to reject any or all proposals and to accept or reject any part of any proposal. 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 Proposer shall, within ten (10) calendar days after mailing of contract documents by the City to the Principal, enter into contract with the City.

The contract, when executed, shall be deemed to include the entire agreement between the parties; the Proposer 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.

#### CONTRACT TERMINATION

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

- A. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
- B. The proposer is not adequately complying with the specifications.
- C. The proposer refuses, neglects, or fails to supply properly trained or skilled supervisory personal and/or workers or proper equipment.
- D. The proposer in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
- E. The proposer refuses to proceed with work when and as directed by the City.
- F. The proposer abandons the work.

## SCOPE OF SERVICES

This project shall consist of designing a new HVAC system and controls to replace existing. Additionally proposals are to include bid preparation, subsequent award with active construction oversight, pay review and close-out services. The current system design is a series of split systems, four (4) rooftop heating / cooling units, air handlers, exhaust fans, and electric unit heaters. Additionally, modifications / upgrades may be needed to the electric service and distribution system to be determined by the Consulting engineer.

The general scope of work is as follows but not limited to:

General:

### Design Phase

Engineer shall be responsible to provide accurate architectural floor plans for use in designing the new systems. Electronic floor plans are not available.

Provide demolition drawings that describe HVAC and possible electric equipment that must be removed and or repositioned to allow for the new installation.

Attend two (2) design meetings with the City to discuss the new HVAC installation prior to starting the full design.

1<sup>st</sup> meeting to include necessary City personnel to provide building use and objectives.

2<sup>nd</sup> meeting to confirm initial design meets building operation criteria.

Provide an 'opinion of cost' for construction based on the final design.

Provide two submittals: design development, and construction documents.

Complete mechanical COMcheck compliance forms.

Provide signed and sealed drawings for permit submission.

Provide drawings to the Owner that shall be used for bidding purposes.

Provide estimate of total cost with contingencies

Provide estimated timelines to owner for equipment delivery and installation

Assist owner in bid process to answer any and all questions related to design and installation

Assist owner with review in contractor selection

### Construction Administration Phase

Review shop drawings and submittals for all systems designed.

Review contractors construction schedule are within the construction timelines and building operations

Lead the pre-construction meeting and provide agenda to contractor with meeting minutes afterwards.

Pre-construction 'On-site' meeting to include but not limited to the following:

A. Review roles and City expectations

B. Paperwork - Contracts signed, Bonds submitted, Insurance confirmed, 'Notice to Proceed' issued, Alternatives proposed, Allowances, Start Date.

C. Payment – Sales Tax, no payment for stored equipment, progress payments, retainage, invoices, liquidated damages, prevailing wages

D. Submittals

E. Permitting

F. Responsibilities

G. Summary of Work

H. Schedule

a. Staging and permitted work locations, hours and notifications to Recreation Center Management.

b. Site requirements

- A. Provide active oversight / inspection during the course of construction, confirm notices of work schedule are provided timely by contractor.
- B. Confirm the means and methods initially presented by the contractor are consistent to initially what the contractor presented and/or if different are in the best interest of the City.
- C. Answer and recommend all change order requests and alternatives for approval by City. Lead job site progress meetings with minutes.
- D. Provide pay reviews with substantial completion, prepare punch list and lead final inspection, commissioning and closeout services.
- E. Confirm all post documents are correct to include as-builts, warranties, operational and maintenance training is correct.

Proposer may offer modifications / changes and recommendations to the above that are in the best interest of the City.

INFORMATION REQUIRED WITH PROPOSALS

1. Qualifications and Experience.

Demonstrate the experience of the individual, firm or organization in conducting efforts of the nature and scope required by this Request for Proposal.

Identify the key personnel to be assigned to render the services required.

Provide a list of past experience.

2. Stability.

Demonstrate the ability and continuity of both staff and management of the individual, firm or organization.

3. Minority and Woman Enterprise Participation and Participation By Labor Surplus Area And Section 3 Firms.

If the individual, firm or organization qualifies under any of these five categories, the individual, firm or organization shall set forth the basis so that the City of Reading can determine which categories (s) are applicable.

- Minority owned business firm
- Woman owned business firm
- Labor surplus area business firm
- Section 3 business firm

COMPENSATION

Based upon direct labor hours and expenses, the proposal must include the rate for each position to be used in providing the services. It also must include the percentage of overhead the offeror proposes to charge. Cost charged for overhead must be allowable under 48 CFR Chapter 1, Part 31 Federal Acquisition Regulation.

The City of Reading intends to execute a contract with the successful offeror, which provides for the furnishing of technical services based upon: (1) direct labor hours at specified fixed hourly rates, including direct and indirect labor, overhead, and profit; and (2) expenses at cost. The proposal shall contain a "not to exceed" total cost figure.

Provide a fee schedule with a breakdown of rates for individual personnel and all reimbursable expenses.

Provide mark-up percentage for all sub-consultants.

Identify all Reimbursable Expenses.

## EVALUATION OF PROPOSALS

The City of Reading will evaluate each written proposal, determine whether oral discussions with the individuals, firms or organizations are necessary, then based on the content of the written proposal and any oral discussions, select the best qualified for the assignment and which is most advantageous to the City of Reading, price and all other factors considered.

The evaluation will be based upon the following areas:

- Completeness of response to the RFP
- Relevant experience
- WBE/MBE
- Stability
- Price

The Offeror must insure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability, or familial status and those requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, are met.

All successful bidders must meet the terms and conditions of:

- 24 CFR Part 85
- OMB Circular A-87
- Section 3 of the Intergovernmental Cooperation Act of 1968
- Section 109 of the Housing Act of 1974
- Title VI of the Civil Rights Act
- Executive Order 11246, Equal Employment Opportunity, if the Contract exceeds \$10,000.
- The Fair Housing Act, as amended.
- Any program regulations about Conflict of Interest.
- Federal Access to Records.
- Executive Order 11625 and section 504 of the Rehabilitation Act of 1973.
- The American Disabilities Act of 1990.

## ASSIGNMENT OF KEY STAFF

The key member(s) of the contract identified must be assigned to the contract and must remain assigned to the contract for its duration, unless the City agrees in writing to modify the assignment. If a key member leaves during the course of the contract, the City must be notified immediately, and the contractor must submit the replacements name and credentials for approval by the City prior to that person starting work on the contract.

## SELECTION COMMITTEE AND PROCEDURE FOR REVIEW OF PROPOSALS

A Selection Committee will be established to review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals based on the information provided. The Committee will first review each proposal for compliance with the

minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

**QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS:**

To ensure fair consideration for all proposers, the City prohibits communication to or with any department director, division manager or employee during the submission process with the exception of those questions relative to interpretation of specifications or the proposal process. No interpretations of the meaning of the RFP documents will be made to any bidder orally. Every request for such interpretation shall be in writing to the City of Reading Purchasing Office, and to be given consideration must be received in writing prior to **2:00 P. M. on August 11, 2020**. All questions must be submitted through Penn Bid at: [www.pennbidprocureware.com](http://www.pennbidprocureware.com)

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be issued to all prospective proposers no later than **August 19, 2020**.

Additionally, the city prohibits communications initiated by a proposer to any City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between proposer and the City will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

## 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 proposals.

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

Bid/Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals 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 proposer with responsibilities for the preparation, approval, or submission of the bid.

In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

The term "complementary bid/proposal" as used in the Affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any form of proposal 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 proposal.

NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

He/She is \_\_\_\_\_ of the Proposer that has  
(Owner, Partner, Officer, Representative or Agent)  
submitted the attached Proposal;

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

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

Neither the said Proposer nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal is submitted or to refrain from submitting 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 Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, 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 Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and,

Neither the said Proposer 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 Proposer 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:

NON DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

\_\_\_\_\_

\_\_\_\_\_  
BIDDER

\_\_\_\_\_  
TITLE

**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 time frame 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: \_\_\_\_\_

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.

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, within 100 calendar days upon receiving written notice from the Director of Public Works, or other applicable Director, so to do and to complete the entire work not later than 180 days after receiving written notice, with 40 consecutive days allowed for work on site, 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.

**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

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)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

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 100 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 \_\_\_\_\_

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.

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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. \_\_\_\_\_

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(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 \_\_\_\_\_

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17. All prospective bidders are required to present proof of an acceptable disposal method approved by the Pennsylvania Department of Environmental Resources. 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 Resources, or a letter of approval from the Pennsylvania Department of Environmental Resources 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. Name, address, phone number, and contact person at surety company who will provide bonding for this contract:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

20. 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: \_\_\_\_\_