

SPECIFICATIONS

BERNHART'S DAM SPILLWAY REMOVAL PROJECT

DEPARTMENT OF PUBLIC WORKS

CITY OF READING, PENNSYLVANIA



TABLE OF CONTENTS

NOTICES AND INSTRUCTIONS

Notice to Contractors
Instructions to Bidders

DOCUMENTS TO BE SUBMITTED WITH BID

Bid Proposal Form
Bid Bond
Non-Collusion Affidavit
Non Discrimination Statement

CONTRACT DOCUMENTS

Contract
Performance Bond
Payment Bond
Statement Accepting Provisions of PA Worker's Compensation Act
Stipulation Against Liens
Indemnity Agreement
Notice to Proceed

TECHNICAL SPECIFICATIONS

NOTICE AND INSTRUCTIONS

CITY OF READING, PENNSYLVANIA

NOTICE TO CONTRACTORS

The City of Reading will receive sealed proposals in the Office of the City Purchasing Coordinator, via the Penn Bid website (www.PennBid.Procureware.com), until 3:00 P.M., prevailing time on October 27, 2021, for the Bernhart's Dam Spillway Removal Project.

Specifications and Proposal Forms for the above work can be obtained on the Penn Bid website (www.Pennbid.Procureware.com).

There will be a mandatory pre bid meeting held on October 7, 2021 at 9:00 a.m on site at Bernhart's Dam parking lot off of Little Rock Road between Spring Valley Road and Crystal Rock Road.

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.

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 that may not be in the public interest.

Tammi Reinhart
Purchasing Coordinator

INSTRUCTIONS TO BIDDERS

PROPOSAL SUBMISSION

Proposals shall be submitted via the Penn Bid website at www.PennBid.Procureware.com for the work and shall be based on the specifications. Bids received at the Office of the Purchasing Coordinator after the hour specified, will not be considered. Bidders are invited to be present at the opening of bids.

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 Payment 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 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. 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.

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.

DAMAGE/INJURY

The Contractor shall be responsible for any damage and/or injury by the chemicals used and services performed. Successful vendor will be required to sign a Hold Harmless Agreement as included.

WAGES AND EMPLOYMENT REQUIREMENTS

Each bidder shall include in the proposal a statement that not less than the prevailing wages will be paid, if required, and agrees to the employment of local labor if awarded the contract for this work.

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 cancelled, 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 Director of Public Works.

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.

PERMITS/LICENSES/TAXES

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.

MANDATORY PRE-BID MEETING

There will be a mandatory pre bid meeting held on October 7, 2021 at 9:00 a.m on site at Bernhart's Dam parking lot off of Little Rock Road between Spring Valley Road and Crystal Rock Road.

WITHDRAWAL OF PROPOSALS/BIDS

Bidder 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 bids may be withdrawn for a period of ninety (90) days following the formal opening and receipt of bids by the City of Reading.

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.

AWARD

The City may, in those cases where an individual or company with headquarters in the City submits a bid which is within ten (10%) percent of the lowest bid, award the contract to said individual or company.

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

Payment for all acceptable services provided by the successful contractor will be made within thirty (30) days of invoicing. The completed invoice shall include an item description sheet showing chemical(s) used, application methods, pest(s) encountered, comments and suggestions, start and stop times, technicians name and signature of City employee verifying service. Invoices are to be submitted to Accounts Payable, Rm. 2-51. The City of Reading is tax exempt.

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:

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 via the Penn Bid website by 2 P.M., October 13, 2021. Responses to questions shall be issued to all bidders in the form of a written addendum no later than October 20, 2021.

DOCUMENTS TO BE SUBMITTED WITH BID

PROPOSAL
FOR
GENERATOR MAINTENANCE AND REPAIR
DEPARTMENTS OF PUBLIC WORKS

CITY OF READING, PENNSYLVANIA

Proposal of

(name)

(address)

Eddie Moran, Mayor
City of Reading
815 Washington Street
Reading, PA 19601

Dear Mayor Moran:

In conformity with City Plans and specifications, all as prepared by the Department of Public Works and after an examination of the site of the work, 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 in the performance of the contract work or business to which it is related, or in any portion of the profits thereof.

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 total base bid price as herein bid:

_____ (written)

\$ _____ (figures).

IN WITNESS WHEREOF, this proposal has been executed this _____ day of _____ A.D. 20 ____.

by the setting hereunto of his or its hand and seal.

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

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 Oblige (the "Oblige"), 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 Oblige 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.

WHEREAS, it is a condition of the receipt and consideration by the Oblige of said
Proposal that it shall be accompanied by proposal guaranty to be held by the Oblige 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 Oblige a Performance Bond and a Payment Bond and, upon award of a contract to
him by the Oblige, shall execute and deliver the Agreement and furnish to the Oblige
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 Obligees the difference between the amount of said Proposal, as accepted by the Obligees, and any higher amount for which the required work shall be contracted for by the Obligees, together with any additional advertising costs, architect's fees, legal fees and any all other fees and expenses incurred by the Obligees by reason of the failure of the Principal to enter into such Agreement with the Obligees, 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 Obligees should not procure an executed contract with any other person for the performance of the work contemplated in said Proposal, as accepted by the Obligees, 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 Obligees shall determine, in its sole discretion, that it can afford, then the Principal and the Surety agree to pay to the Obligees 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)

_____ (Seal)
(Name of Partnership)

Witness:

By: _____ (Seal)
(Partner)

By: _____ (Seal)
(Partner)

By: _____ (Seal)
(Partner)

By: _____ (Seal)
(Partner)

(Corporation Principal)

(Name of Corporation)

By: _____
(Officer or Auth. Rep.)

Title: _____

Attest:

By: _____

Title: _____

(CORPORATE SEAL)

Witness:

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

1. This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion affidavit must be executed by the member, officer, or employee of the bidder who is authorized to legally bind the bidder.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

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

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

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

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder 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 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;

(5) 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 affidavit; and,

(6) 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

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 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 REGARDING MANUFACTURE OF CEMENT

The following statement is to be signed by an authorized officer of the company.

The undersigned contractor hereby certifies in accordance with City of Reading Resolution #192-92, that any cement used in performance of this contract shall not have been manufactured by a process using hazardous materials, as defined by the Environmental Protection Agency, in the manufacture and makeup thereof.

CONTRACTOR

By: _____

Title: _____

ATTEST:

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.
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."

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: _____

- B. State of incorporation:
 - C. President's name:
 - D. Vice President's name(s):
6. If an individual or a partnership, give the:
- A. Date of 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-subsidiary).

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:

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 not later than Fifteen (15) Consecutive Working Days From Issuance Of Notice To Proceed, 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 Fifty Dollars (\$50) 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)

Witness:

_____ By: _____(SEAL)
Partner

_____ By: _____(SEAL)
Partner

_____ By: _____(SEAL)
Partner

_____ By _____(SEAL)
Partner

(Corporation PRINCIPAL)

(Name of Corporation)

*By: _____
(Officer or Authorized Representative)

Title: _____

Attest:

By: _____

Title: _____

(Corporate Seal)

Witness:
/s/ _____

*Attach appropriate proof, dated as of the same date as the BOND evidencing authority to execute in behalf of the Corporation.

(Corporate SURETY)

(Corporate Seal)

(Name of Corporation)

Witness:

By: _____
** Attorney-in-Fact

** Attach an appropriate Power of Attorney, dated as of the same date as the BOND, 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 _____ 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

_____ as set forth in the CONTRACT,
DOCUMENTS; and _____ Public Affairs, 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 the 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 June 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)

(Name of Partnership)

WITNESS:

_____ By: _____
Partner

_____ By: _____
Partner

_____ By: _____
Partner

_____ By: _____
Partner

(CORPORATION PRINCIPAL)

(Name of Corporation)

By: _____
(Officer or *Authorized Representative)

ATTEST:

By: _____

Title: _____

(Corporate Seal)

Witness:

/S/ _____

*Attach appropriate proof, dated as of the same date as the BOND, evidencing authority to execute in behalf of the Corporation.

(CORPORATION SURETY)

(Corporate Seal)

(Name of Corporation)

Witness:

Asst. or Secretary

By: _____
** Attorney-in-Fact

** Attach an appropriate Power of Attorney, dated as of the same date as the BOND, 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: _____

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 _____

TECHNICAL SPECIFICATIONS