DocuSign Envelope ID: 1863511B-230E-4EE7-9E19-ECA5B35069F9

C O N T R A C T

Between

CITY OF READING

and

LEVAN MACHINE & TRUCK EQUIPMENT

2020 – Repairs and/or Specialty Services for City Wide Fleet Vehicles

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CONTRACT

This Agreement, Made and concluded on 8/10/2020 by and between the CITY OF READING, a municipal corporation of the State of Pennsylvania, located in the County of Berks, said State, hereinafter called the "CITY", and LEVAN MACHINE & TRUCK EQUIPMENT, hereinafter called the "VENDOR," pursuant to law and to the provisions and requirements of the ordinances and resolutions of the City of Reading.

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 City for itself, its successors and assigns, and the Vendor for itself, himself or themselves, its successors, or his or their executors and administrators, as follows:

The Vendor covenants, promises and agrees to and with the City, for the consideration hereinafter mentioned and contained, to furnish as directed to the City of Reading, Pennsylvania, in accordance with the bid of the Vendor for the Request for Qualifications for Maintenance and Repairs for City Wide Fleet Vehicles dated August 21, 2019, submitted to the City, attached hereto as Exhibit "A" and made a part hereof the following merchandise as per specifications:

To provide both routine maintenance and repairs, as well as emergency repairs that are above and beyond the routine maintenance and repairs that are provided by the City of Reading's Division of Fleet Management, Department of Public Works, for the City of Reading's City Wide Fleet Vehicles. This would be on an as and/or needed basis, at the fees submitted, from September, 2019, to December 31, 2020, Department of Public Works, a copy of the fee schedule is attached as Exhibit "A". The use of this Vendor may be extended for 2 additional 1 year terms at the City of Reading's discretion.

The Vendor agrees to furnish only such merchandise which shall have fully met the specifications herein contained, or hereto attached and made a part hereof. In the event the Vendor shall fail to comply, in any respect, with said specifications or this contract, the City may terminate this contract by giving the Vendor written notice.

Upon the said merchandise being duly tested and accepted by the proper City employees as meeting with the specifications and conditions, the City shall pay for the quantities thereof currently ordered and delivered, at the end of each calendar month, upon an invoice being presented by the Vendor setting forth the exact quantities thereof delivered during said month.

The Vendor agrees to indemnify and save harmless the City from all suits or actions of every name and description brought against it for or on account of use of patented appliances or for any damages or injuries received or sustained by any person or persons in the performance of the work under the contract. The Vendor further agrees that in case any such suits or actions are brought or threatened all or as much of the monies due it, him or them under this contract as shall

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or may be considered necessary by the City shall or may be retained without any liability of the City to the Vendor for interest thereon because of such retention until all such suits or claims shall have been settled and satisfactory evidence to that effect furnished.

BASIS OF CONTRACT. This contract is founded on the Department of Public Works Account Number 01-07-14-4216 for the fiscal year 2020.

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 Vendor has caused this agreement to be executed by its President and its corporate seal to be hereunto affixed, duly attested by its Secretary, has hereunto set his/their hand(s) and seal(s) the day and year first above written.

Signed and sealed in the presence of

CITY OF READING

DocuSigned by:

By: Mayor Moran
7252A59C9DF3449...
Mayor

DocuSigned by:

Attest: Linda A. Kelleher CMC, City Clerk
73DE031C240D451...
City Clerk

LEVAN MACHINE &
TRUCK EQUIPMENT

DocuSigned by:

By:
C0AC54C21B3E461...

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EXHIBIT "A"
(Request for Qualifications, Proposal and Fee Schedule)

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REQUEST FOR QUALIFICATIONS

For

Repairs and/or Specialty Services for the City of Reading's, City Wide Passenger, Light Duty, Medium Duty, Heavy Duty Fleet Vehicles

CITY OF READING, PENNSYLVANIA

RESPONSES DUE:
3:00 PM (Eastern Time)
September 9, 2019

City of Reading, Pennsylvania
815 Washington Street
Reading, PA 19601

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Request for Qualifications

List of qualified Repair Vendors to perform repairs and/or specialty services, above and beyond warranty and excess routine maintenance on the City of Reading's City Wide Passenger, Light Duty, Medium Duty, and Heavy Duty Fleet Vehicles.

City Of Reading
815 Washington St.
Reading, PA 19601

Introduction

The City of Reading is requesting Qualifications for the purpose of retaining a list of interested companies /vendors to provide for Repairs and/or Specialty Services, above and beyond warranty and excess routine maintenance on the City of Reading's City Wide Passenger, Light Duty, Medium Duty, and Heavy Duty Fleet Vehicles as described in this RFQ.

Date Issued: August 21, 2019

Date Due: September 9, 2019

All questions are to be directed in writing to: Tammi Reinhart
Purchasing Coordinator
Tammi.Reinhart@readingpa.gov

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Request for Qualifications

Vendor List for Repairs and/or Specialty Services to include but not limited to alignments, engines, transmission, exhaust, electrical, snow equipment, leaf equipment, glass repairs and or replacements radiators, fire apparatus, body work, drive shaft, hydraulic repairs, OEM above warranty, spring work, decals, car wash and detailing. Vendors are not required to do all items listed you may provide one or multiple items to the City of Reading's, City Wide Passenger, Light Duty, Medium Duty, and Heavy Duty Vehicles.

Interested vendors shall submit a response to this RFQ by September 9, 2019. The goal of this RFQ is to compile a list of companies/vendors that can provide both repairs and specialty services as well as emergency repairs that are above and beyond the maintenance and repairs that are provided by the City of Reading's Fleet Maintenance. This would be on an as and/ or when needed basis for September 2019 to December 31, 2020. This list may be extended for 2 additional 1 year terms at the City of Reading's discretion.

This list will be used by the department as and when needed to provide repairs and/or specialty services, along with emergency repairs to the Passenger, Light Duty, Medium Duty, and Heavy Duty Fleet Vehicles.

Qualification Criteria

The responses to this RFQ shall incorporate adequate information as detailed below for the City's selection committee to evaluate the vendor's ability to perform the required service being requested. To expedite the review process, please organize the information in the order listed below, with the submission not to exceed 20 pages in length. This evaluation is strictly for company/vendor qualifications.

Please submit five (5) sealed and bound copies of the company/vendor's qualifications with the notations of "City of Reading Passenger, Light Duty, Medium Duty, and Heavy Duty Fleet Vehicles, Repairs and Specialty Services List" as detailed below to:

Tammi Reinhart, Purchasing Coordinator
City of Reading
Purchasing Division
815 Washington St., Rm 2-45
Reading, PA 19601

The response shall address company /vendor specific information as listed below:

- Provide general company/vendor information including location of business, total number of employees, and number of years the company/vendor has been performing vehicles' maintenance and repairs.
- The provider company/vendor shall be located within a 40 mile radius of the City of Reading, this is to limit the travel time if necessary to the vendors facility.
- Provide proof of the number of employees that are certified as Vehicle Technicians, along with copies of the certifications of those employees.
- Provide list of three references of municipalities/ townships that have been using your services in the last ten years. Details shall include, the Department served, and length of time that service has been provided.
- Proof of liability insurance
- Proof of workers compensation insurance
- Provide listing of hourly rates for normal business hours

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- Provide listing of after-hours and holiday emergency service rates
- Provide a list of travel time or expenses if applicable

Notice of Acceptance

Upon acceptance the company/vendor will be notified that they have been accepted and placed on the list. Acceptance does not guarantee that they will be contacted for service, the City of Reading Department of Fleet may use any of the accepted companies/vendors on the list.

As described previously, this list may, at the City's discretion, be extended for an additional 2-1 year terms, and the City will notify those on the list of the extension at such time.

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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 seg., 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.*

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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 affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overheld 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 affiant; 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*___

_____ *My Commission Expires:*
Notary Public

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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: _____

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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

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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)

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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___.

_____

(CITY OF READING)

ATTEST:

*BY:*_____

*TITLE:*_____

*BY:*_____

*TITLE:*_____

_____

(CONTRACTOR)

ATTEST:

*BY:*_____

*TITLE:*_____

*BY:*_____

*TITLE:*_____

*BY:*_____

*TITLE:*_____

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LEVAN
MACHINE & TRUCK EQUIPMENT

PHONE (610)944-7455 www.levanmachine.com FAX (610)944-0321

City of Reading Passenger, Light Duty, Medium Duty, and Heavy Duty Fleet Vehicles, Repairs and Specialty Services List

Vendor Name:	**Levan Machine Co.,Inc.**
D.B.A.:	**Levan Machine & Truck Equipment**
Address:	**3417 Pricetown Road**
	Fleetwood, PA 19522
Phone:	**610-944-7455**
Fax:	**610-944-0321**
Website:	**www.levanmachine.com**
E-mail:	**levanmachine@comcast.net**
# of Employees:	**35**
Year Started:	**1936**

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Levan Machine & Truck Equipment was founded in 1936 and has been repairing and maintaining medium and heavy duty vehicles for over 80 years. We feel that we would be a great vendor to do your electrical, snow equipment, leaf equipment, driveshaft and hydraulic repairs. These are all things that fall into our area of expertise.

We stock a large amount of snowplow and driveline parts. We also stock a large number of seals and packing for hydraulic cylinders as well as hydraulic fittings. We also have the ability to make up hydraulic hoses.

We have a full service machine shop which is valuable to manufacture or repair parts that can't be sourced.

We do all types of welding including MIG, TIG, stick and spray welding. We also have the ability to do on-site line boring.

Levan Machine is located less than (10) miles from the City of Reading which would reduce the necessary travel time for jobs.

We currently have (2) employees that are ASE certified in the Heavy Duty Truck area.

We do work for many different local municipalities. We have listed (3) of them below.

City of Allentown
Dale Tretter
Streets Department
435 W. Hamilton St.
Allentown, PA 18101
610-437-7638
Since 2010

District Township
Ed Overberger
202 Weil Road
Boyertown, PA 19512
610-845-7595
Since 2008

Alsace Township
Mike Stump
65 Woodside Avenue
Temple, PA 19560
610-929-5324
Since 2006

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We have attached a certificate of insurance showing our liability and workers compensation policies.

Our labor rates are as follows:

Standard (Monday to Friday 7:00 a.m. till 4:30 p.m.)

$85.00 per hour

Overtime (After Hours Monday to Friday and all day Sunday)

$127.50 per hour

Sunday & Holiday

$170.00 per hour

We do not have a special rate for travel time

3417 Pricetown Road, Fleetwood, PA 19522

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ACORD

LEVAMAC-01

SUZANNEG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/09/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Body-Borneman Associates Inc.
17 East Philadelphia Avenue
P.O. Box 584
Boyertown, PA 19512

CONTACT NAME: Donna McGrory, CISR
PHONE (A/C, No, Ext): (610) 367-1118 FAX (A/C, No): (610) 367-1140
E-MAIL ADDRESS: dlmcgrory@bb4ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Erie Insurance Exchange	26271
INSURER B : Lackawanna American Ins. Co.	11219
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Levan Machine Co., Inc.
3417 Pricetown Road
Fleetwood, PA 19522

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X in conj w/garage pol GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			Q45-2050185	09/20/2018	09/20/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			Q09-2380050	09/23/2018	09/23/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			Q33-2070185	09/20/2018	09/20/2019	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCP000728401	09/20/2018	09/20/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance

CERTIFICATE HOLDER

Sample Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO.1

RFQ: Repairs and Specialty Service's for the City of Reading City Wide Fleet Vehicles

DUE DATE: September 9, 2019
3:00 P.M. Prevailing Time

NOTICE

Please be advised the due date for this project has been changed to September 9, 2019.

This addendum must be signed, attached to, and returned with your proposal to the City of Reading by the time and date indicated ABOVE:

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

Firm Name (Type or Print) LEVAN MACHINE CO. INC d.b.a. LEVAN MACHINE AND TRUCK EQUIPMENT

Authorized Signature

Title PRES / CEO.

Name (Type or Print) BRIAN LEVAN

Date 9/9/19

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STIPULATION AGAINST LIENS

WHEREAS, LEWAN MACHINE CO., INC., ***hereinafter called the CONTRACTOR, has entered into a CONTRACT, dated*** SEPTEMBER 9TH, ***20*** 19, ***with*** CITY OF READING ***hereinafter called the CITY, to provide materials and perform labor necessary for the manufacture and furnishing of the:*** REPAIR AND MAINTENANCE OF VEHICLES

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 9TH ***day*** SEPTEMBER ***of 20*** ___.

(CITY OF READING)
ATTEST:

BY:_____

TITLE:_____

BY:_____

TITLE:_____

(CONTRACTOR)

ATTEST:

BY:_____

TITLE: PRES/CEO

BY: Paul Veet

TITLE: SECRETARY/TREASURER

BY:_____

TITLE:_____

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NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Pennsylvania
County of Berks
Brian V Levan, ***being first duly sworn, deposes and says that:***

(1) He/She is CEO / President
(Owner, Partner, Officer, Representative or Agent)
of Levan Machine and Truck Equipment Inc, ***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 affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overheld 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 affiant; 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 Levan Machine & Truck Equipment ***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.

CEO/pres.
(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 29 ***DAY***
OF August, ***2019***

Cathy Claire Pilat
Notary Public

My Commission Expires: Jan 23, 2021

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Cathy Claire Pilat, Notary Public
Maidencreek Twp., Berks County
My Commission Expires Jan. 23, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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INDEMNITY AGREEMENT & HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned has entered into a contract with the CITY OF READING, dated 9/9, ***20*** 19, ***providing for the*** REPAIR AND MAINTENANCE OF VEHICLES ***City of Reading, Pennsylvania.***

NOW, THEREFORE, in consideration of the award of said contract to the undersigned, LEVAN MACHINE CO., ***as well as in further consideration of the sum of ONE DOLLAR ($1.00) in hand paid to the said*** LEVAN MACHINE CO. ***by the City of Reading, receipt whereof is hereby acknowledged, the said*** LEVAN MACHINE CO. ***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 9TH ***day of*** SEPTEMBER, ***20*** 19.

By:

Title: PRESIDENT

ATTEST:

Paul Vest

OFFICE MANAGER

(Title)

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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.

Paul Veit

BIDDER

OFFICE MANAGER

TITLE

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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).

LEVAN MACHINE AND TRUCK EQUIPMENT
Name of Provider

By: _____
Authorized Signatory

Title: Pres / CEO
President or Vice President

Attest: Paul Veet

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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.***