

**Request for Proposals**  
**Fire House Construction Testing**  
**Reading Fire Department**  
**City of Reading, PA**



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# NOTICE AND INSTRUCTIONS

CITY OF READING, PENNSYLVANIA

NOTICE TO CONTRACTORS

The City of Reading will receive proposals for the Reading Fire Department's Firehouse Construction Testing Project submitted electronically via the PennBid Program (<https://pennbid.procurement.com>). Proposals shall be received until 3:00 p.m., prevailing time on November 19, 2021.

Proposals received via PennBid after the hour specified will not be considered.

Specifications and bid forms, upon which all bids must be submitted, can be obtained via Penn Bid at <https://pennbid.procurement.com>.

The City of Reading reserves the right to accept or reject any or 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 PennBid Program (<https://pennbid.procureware.com>). This shall be submitted on or before the time stated in the NOTICE TO CONTRACTORS.

Proposals received via PennBid after the hour specified will not be considered. Cost proposals and Technical proposal should be submitted separately.

### PROFESSIONAL SERVICES

The City of Reading is soliciting competitive sealed proposals from qualified individuals and/or firms for a Firehouse Construction Testing.

### SCOPE OF SERVICES

Please see attached Special Inspections and Observations Statement dated 08/06/2021 for the required inspections. Some of those inspections are identified below as well as some additional requirements.

- A. Review of structural fill (placement and compaction of structural fill in building pad and in trenches)
  - Visual observation and laboratory testing of fill materials for suitability and compliance with specifications.
  - Monitor and document the compaction procedure and perform in place density tests using a nuclear density gauge to verify the specified percent compaction.
  - Laboratory testing will be performed to determine the moisture-density relationship of fill materials for subsequent use in compaction control, as required.
  - All laboratory soils testing, and field compaction testing will be performed in accordance with the project specifications.
  
- B. Review and Testing of Cast-in-Place Concrete
  - Documentation of temperature, slump, air entrainment and preparation of compressive strength test cylinders using ASTM and ACI guidelines.
  - Completion of concrete test cylinder compressive strength tests.
  
- C. Review and Testing of Masonry
  - Documentation of masonry mortar and/or grout preparation.
  - Prepare mortar and grout samples as required for subsequent compressive strength testing per ASTM C109, C1019, and C143.

- Coordinate the sample pick-up of CMU's for testing compressive strength and absorption, per ASTM C90.
- Coordinate the sample pick up of Masonry Prisms, prepared by others, for compressive strength testing, as per ASTM C1314.
- Present results in a final report.

#### D. Review and Testing of Bituminous Pavement

- Verification of all subsurface soils for stability and compaction before placement of pavement elements.
- Monitor and document the compaction procedure and perform in place density tests using a nuclear density gauge to verify the specified percent compaction using theoretical values supplied by the asphalt plant.

#### E. Review of Structural Steel & Metal

- Field observation of all phases of steel erection in accordance with specifications, drawings, and accepted standard practices.
- Review of bolted connections and documentation of the tightening procedure.
- Observation of the installation of metal decking for compliance with specifications and approved contract drawings, if applicable.
- Review and documentation of shear stud installation, if applicable.
- Review of mill test reports of structural steel.
- Review of field welds for compliance with the contract documents.

#### **Construction Testing Observation**

- Attend one (1) pre- construction meeting.
- Respond to contractor RFI's in a timely manner.
- Provide qualified field personnel and required testing and reporting for all construction testing as required by UCC code for special inspections.
- **Deliverables**
- A complete lump sum fee proposal including the above scope of work and all reimbursable expenses including equipment. Please include hours and personnel rates.
- Please provide a 2021 Hourly Rate Schedule, which would run through the duration of the project.

#### **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 Workers' Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Workers' Compensation Insurance certificates to the City. The City will allow no subcontractor to perform any work under this contract unless such certificates are submitted to and approved by the City beforehand.

## CONTRACTOR'S LIABILITY INSURANCE

The status of the Contractor in the work to be performed by the Contractor is that of any independent Contractor and as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such he alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Contractor, his sub-contractors, agents, or employees have been negligent, and the Contractor shall keep the City free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Contractor shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty. The Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Contractor shall indemnify and save harmless the City from all suits or actions of law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. Contractor's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the City.

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

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

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

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

**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.

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.

## **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 that 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 the City grants written approval. 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 the specification asks 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.

## **BUSINESS PRIVILEGE TAX**

The City of Reading imposes a Business Privilege License, at \$55.00 per calendar year. In addition, a Business Privilege Tax is imposed at the rate of 2¼ mills upon the gross receipts attributable to business conducted within the City of Reading.

## **PERMITS/LICENSES**

The Contractor shall, at his/her 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.

## **QUESTIONS REGARDING SPECIFICATIONS ON PROPOSAL PROCESS**

To ensure fair consideration for all proposers, the City prohibits communication to or with any department director, division manager or employee during the submission process with the exception of those questions relative to interpretation of specifications or the proposal process. No interpretations of the meaning of the Bid documents will be made to any bidder orally.

Every request for such interpretation shall be submitted via the "Questions" tab within PennBid to be given consideration must be sent in prior to 10:00 a.m. on November 11, 2021.

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be issued via PennBid to all prospective proposers no later than November 15, 2021.

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

## **WITHDRAWAL OF PROPOSALS/BIDS**

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

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

## **BID REJECTION**

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

determined to be in the best interest of the City.

## **EXECUTION OF CONTRACT**

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

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

All attachments are considered as part of this document.

## **METHOD OF PAYMENT**

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

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

## **ACCESS TO ACCOUNTING RECORDS**

The contractor shall certify that all materials, equipment and labor charged to the City are accounted for and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The City or its representative shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this contract, and the Contractor shall preserve all such records for a period of three (3) years, or for such longer period as may be required by law, after the final payment.

## **ASSIGNMENT OF REFUND RIGHTS**

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

## **CONTRACTS WITH SUBCONTRACTORS**

The Contractor agrees to include the above references paragraphs in any contracts with subcontractors.

## **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**

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

## **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: Tammi Reinhart, Purchasing Coordinator at [Tammi.Reinhart@readingpa.gov](mailto:Tammi.Reinhart@readingpa.gov).

## NON-COLLUSION AFFIDAVIT

### INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

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

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

Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.

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

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

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

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

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

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

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

He/She is \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)

of \_\_\_\_\_, the Bidder that has submitted the attached Bid or Bids;

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

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

Neither the said Bidder nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this 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;

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,

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

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: \_\_\_\_\_
2. Permanent main office address: \_\_\_\_\_
3. When organized: \_\_\_\_\_
4. If a corporation, where incorporated: \_\_\_\_\_
5. How many years have you been engaged in the contracting business under your present firm or trade name: \_\_\_\_\_
6. Contracts on hand: (Schedule these on an attached sheet, showing amount of each contract and the appropriate anticipated dates of completion.)
7. Have you ever failed to complete any work awarded to you? If so, where and why?  
\_\_\_\_\_
8. Have you ever defaulted on a contract ? \_\_\_\_\_. If so, where and why?  
\_\_\_\_\_
9. List the more important projects recently completed by your company on an attached sheet, stating the approximate cost of each, and the month and year completed.
10. List your major equipment available for this contract.  
\_\_\_\_\_  
\_\_\_\_\_
11. Describe experience in construction work similar in importance to this project on an attached sheet.



Statement of Bidder's Qualifications

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

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13. Credit available: \$ \_\_\_\_\_

14. Give Bank reference: \_\_\_\_\_

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

16. (A) Have you ever been a party to or otherwise involved in any action or legal proceeding involving matters related to race, color, nationality or religion? \_\_\_\_\_

If so, give full details. \_\_\_\_\_

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

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

Statement of Bidder's Qualifications

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

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

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

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(NAME OF BIDDER)

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

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

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.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
BIDDER

\_\_\_\_\_  
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 270 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 \_\_\_\_\_

# **ATTACHMENT 1**

