

REQUEST FOR BIDS

LABOR AND DISPOSAL OF TRASH (ALL MATERIALS), ACCUMULATED NUISANCE, WEED REMOVAL AND SECURING NECESSARY PROPERTIES

PROPERTY MAINTENANCE DIVISION
BUILDING AND TRADE DIVISION

CITY OF READING, PENNSYLVANIA



CONTRACT NUMBER _____

TABLE OF CONTENTS

I.	GENERAL INSTRUCTIONS:	<u>Page</u>
A.	Notice to Bidders	3
B.	Specifications	4
C.	Bidders	4
D.	Bid Submission requirements	5
	1. Required Information	5
	2. Signature and Authority	5
	3. Bid Security	5
	4. Subcontracts	6
E.	Expenses of Bid Preparation	6
F.	Withdrawal of Bids	6
G.	Bid Rejection	6
H.	Examination and Inspection of Work	7
I.	Reports	7
J.	Bid Award	7
II.	MINIMUM BIDDER QUALIFICATIONS CRITERIA	
A.	Statement of Qualifications	7
B.	Performance and Payment Bond	7
III.	TECHNICAL REQUIREMENTS	
A.	Introduction	8
B.	Bidding Alternatives	8
C.	General	11
	1. Work to be completed	11
	2. Employees	11
IV.	PERFORMANCE REQUIREMENTS	
A.	General	12
B.	Performance Guarantees	12
C.	Payment for Services	13
D.	Defaults and Remedies	13
E.	Insurance Requirements	13
F.	Indemnification	15
G.	Equal Employment Opportunity	16
H.	Business Privilege Tax	17
I.	Permits/Licenses	17
J.	Observance of Laws, Ordinances and Regulations	17
V.	INSTRUCTION FOR BIDDERS	<u>Page</u>

A.	General.....	18
B.	Qualifications and Experience	18
C.	Instructions for Preparing the Bid.....	18
D.	Bid Forms.....	19
VI.	DEFINITIONS.....	20
VII.	DOCUMENTS TO BE SUBMITTED WITH BID	
B-1	Bidders Identification.....	21
B-1A	Identification of General Partner & Joint venture partners.....	23
B-2	Bid Forms.....	24
B-3	Statement of Bidder's Qualifications	25
B-4	Bid Bond	28
B-5	Non-Collusion Affidavit	32
VIII.	CONTRACT DOCUMENTS	
B-	6.....	Contract
	35
B-7	Performance Bond	38
B-8	Payment	
	Bond.....	42
B-9	Workers Compensation Act.....	47
B-10	Stipulation Against Liens.....	48
B-11	Indemnity Agreement and Hold Harmless	49
B-12	Non-Discrimination Statement	50

I. GENERAL INFORMATION

A. Notice to Bidders:

1. The City of Reading will receive sealed bids www.pennbidprocureware.com until 3:00 P.M., prevailing time on Monday, August 29, 2022 for labor and disposal of all materials considered public nuisance, weed removal and securing of properties if necessary.

2. Specifications and Bid Forms for the above work can be obtained online at www.pennbidprocureware.com.

3. 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 best interest of the public.

4. Employees shall not be discriminated against because of race, color, age, religion, sex or national origin.

Advertised in Reading Eagle.

Juanita Komoro
Purchasing Assistant

B. Specifications for the labor and equipment needed to secure, remove all materials and/or cut weeds:

General Information

The City issues these specifications to provide labor, disposal of accumulated debris located in areas considered nuisance to the public, recycle metal and salvageable materials and clean the area after removal of debris to acceptable industry standard.

In addition, cleaning services and/or securing of both the inside and/or outside of properties within the City, which have been identified by the Property Maintenance Division, due to excess weeds, trash (all materials, including but not limited to trash, garbage, debris of any kind, animal carcasses, feces of any kind and tires) accumulation and/or security problems.

The City and the Contractor(s) will enter into Contract(s) under which the bidder will perform the services outlined in this specification beginning on January 1st, 2023 or earlier throughout the end of December 31, 2025.

The City reserves the right to extend the contract(s) for two, one year periods, upon mutual consent of both parties, with an annual increase to the contract as indicated by the Consumer Price Index, for all urban consumers, Northeast urban, size B/C, average all items as published in the monthly labor review by the US Department

of Labor, over the annual price bid.

The City of Reading will consider only those bids received from parties whose names are recorded by the City as having secured Contract Documents for this contract. Contract Documents are not transferable to other parties for bidding purposes. Bids received from parties whose name(s) are not recorded by the City as having secured documents for this contract, will be rejected.

The successful bidder(s) is/are responsible to secure such properties, assigned to the contractor(s), immediately upon notification of the Property Maintenance Division. A twenty-four (24) hour phone number must be provided to the Property Maintenance Division in the event of an emergency situation.

The successful bidder(s) is responsible to clean/maintain such properties, assigned to the contractor(s), of all materials, including but not limited to trash, garbage, debris of any kind, animal carcasses, feces of any kind and tires, etc., within twenty four (24) hours of notification from the Property Maintenance Division.

Contractor's submitting bids shall include all equipment needed to complete the job in their hourly rate. Services are bid and awarded on an hourly basis.

C. Bidders:

D. Bid Submission Requirements:

Required Information:

Proposals shall be submitted on the PennBid website at www.pennbidprocureware.com on August 29, 2022 at 3:00 pm prevailing time.

Bids received via the PennBid website at www.pennbidprocureware.com after the hour specified, will not be considered.

2. Signature and Authority:

The bid must be signed by an officer of the corporation, principal, partner, or other duly authorized person or persons with the requisite authority to make the commitments required by the specification. The signatures are to be provided as indicated on the bid forms.

All Corporations must attach to their Bid, a certified copy of Charter or Articles of Incorporation.

3. Bid Security:

Bidders shall include a Bid Security in the amount of 10% of the bid amount. Any bid received without the required Bid Security shall be rejected. The Bid Security may be in the form of cash, certified check, a bond with corporate surety or at the City's option, or an irrevocable letter of credit.

4. Subcontracts

The contractor(s) will not be allowed to subcontract work under this contract unless written approval is granted by the City. The subcontractor(s), as approved, shall be bound by the conditions of the contract between the City and the successful bidder(s).

E. Expense of Bid Preparation:

Each Bid will be prepared at the cost and expense of the Bidder(s). The Bidder(s) shall make no claims for reimbursement for the cost or the expense of Bid preparation.

F. Withdrawal of 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

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

G. 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 and to re-advertise if the best interest of the City will thereby be promoted. 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. The City shall act in its sole discretion regarding what constitutes informalities in the bids received.

No Bid will be considered from any person, firm, or corporation, who has defaulted in the performance of any contract or agreement made with the City of Reading or who has failed to perform satisfactorily such contract or agreement.

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes may be considered sufficient for

disqualification of a Contractor(s) and the rejection of his/her Bid:

1. Evidence of collusion among Contractors.
2. Lack of competency as revealed by experience or equipment statements as submitted or other sources or documents.
3. Lack of responsibility, as shown by past work, judged from the standpoint of workmanship.
4. Default on any previous performance contracts within the past ten (10) years.

H. Examination and Inspection of Work

Bidders must examine the Contract document, must inform themselves of the conditions of the work and must make their own estimates of requirements for execution of the work.

All work done under this contract shall be in full accordance with the Contract documents and shall be subject to the most thorough inspection.

I. Reports

For all work included under this contract, reports including digital pictures (date & time stamped) of each property before the work was started and after work was completed shall be due within ten (10) working days of the completion of the project. These photos should be submitted electronically via email with a copy of the daily timecards when work is performed on a City of Reading authorized job.

J. Bid Award

The City will provide the Contractor(s) a written notice to proceed, within ninety (90) days of bid opening. Notice to proceed may be extended past the 90 days by mutual consent.

II. MINIMUM BIDDER QUALIFICATIONS

A. Statement of Qualifications:

Summary of firm's identification, General Qualifications, Bid Forms, Statement of Public Disclosure, Bid Bond and Non Collusion Affidavit shall be submitted with bid, on Bid Forms B-1 through B-6 attached to this specification.

B. Performance & Payment Bonds:

The terms of the Contract will require that the Bidder(s) provide the City with a financial guarantee of the Bidders performance and payment obligations. The successful bidder(s) will be required to furnish, within ten (10) days of receipt of

the Contract Documents from the Office of the Department of Law, a Payment Bond and a Performance Bond or an Irrevocable Letter of Credit in the amount of \$ 75,000.00 for the labor and securing bid, which must be renewed each year, to guarantee satisfactory performance. All bonds are subject to approval by the City Solicitor.

In case the contract is awarded to a bidder(s) who fails to enter into 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 reject.

Bidders shall submit with their Bids a commitment letter issued by an approved surety obligating the surety to furnish a payment and performance bond in the required amount in the timetable specified above.

III. TECHNICAL REQUIREMENTS

A. Introduction:

The City of Reading intends to retain the services for labor, roll-off and/or disposal services for the cleaning and/or securing of both the inside and/or outside of properties within the City, which have been identified by the Office of Code Services, due to security problems, excess weeds and/or trash (all materials) accumulation.

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 August 15, 2022.

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 August 19, 2022.

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.

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

Bidding Alternatives:

Bid Item #1

Labor for Trash (all materials), tall grass and Weed Removal:

The City and the Contractor(s) will enter into a Contract under which the bidder will perform the services outlined in this specification beginning on January 1, 2023 or earlier and expiring December 31, 2025, with two (2) one (1) year options for extension of this contract, upon mutual written consent of both parties, under the terms of this specification. In the event written consent is not obtained, the terms of this contract will be on a month to month basis. The City may terminate this contract without just cause, with the understanding that the City will give the contractor a thirty (30) day notice.

The hourly bid price for this item shall include all labor, equipment, transportation and associated costs needed to complete the work assigned as directed by the City.

Payment shall be made on an hourly basis.

The Contractor(s) shall remove all materials, including but not limited to tires, trash, garbage, debris of any kind, animal carcasses, feces of any kind & tires.

Before and after digital pictures of each property assigned must be submitted by the labor contractor to the City within forty eight hours (48) Hrs. of performing the work requested. Each report will have official company date and time stamp. In addition, a daily time sheet with the proper case number(s) and address(s) must be faxed to the PMD office for each day that work is being performed by the contractor.

All non-emergency work orders must be completed within 48 hours and the contractor must have a supervisor on site at all times. Should the City of Reading be required to supervise any particular job site, the City reserves the right to deduct the cost of the supervision from the invoice for the job in question.

The **City reserves the right** to perform this work on their own. Notice of the City performing this work is not needed to the successful bidder. Should the winning bidder(s) not be able to accomplish the project (assuming the City has not performed the work in house) in the time specified by the Property Maintenance Division, the City reserves the right to hire another contractor with notice but undisputable.

Bid Item #2

Labor for Emergency Securing of Properties,

All securing of properties will be considered emergency

The City and the Contractor will enter into a Contract under which the bidder will perform the services outlined in this specification beginning on January 31, 2023 or earlier and expiring December 31, 2025, with two (2) one (1) year options for extension of this contract, upon mutual written consent of both parties, under the terms of this specification. In the event written consent is not obtained, the terms of this contract will be on a month to month basis. The City may terminate this contract without just cause, with the understanding that the City will give the contractor thirty (30) days notice.

The City reserves the right to perform this work on their own and/or utilize the voluntary services of the Pennsylvania National Guard. Notice to the successful bidder of the City or Pennsylvania National Guard performing this work is not needed. Should the winning bidder(s) not be able to accomplish the project (assuming the City or Pennsylvania National Guard has not performed the work) in the time specified by the Property Maintenance Division, the City reserves the right to hire another contractor with notice but undisputable.

The hourly bid price for this item shall include all labor, equipment, transportation and associated costs, needed to complete the work assigned as directed by the City.

Payment shall be made on an hourly basis.

All securing of properties must be done the same day that the contractor is notified or the contractor must get approval from the Property Maintenance Division for an extension. Failure to do so will result in defaulting in this contract and allow the city the right to seek another contractor. If the city incurs a higher cost by bringing in another contractor or by performing the work itself, these charges will be passed on to the successful bidder of this contract.

The contractor must supply the city with a 24 hour contact phone number and the contractor must have a supervisor on site. The city will wait 30 minutes from the time of the phone call but will then move to a secondary contractor while charging any higher costs to the contract holder.

All vacant properties assigned by the City for securing shall be secured in the following manner:

1. All exterior doors, including ground level, basement and any higher levels accessible by a fire escape or similar device, should be secured with a hasp and padlock. Any glass in said doors should be covered with a minimum of 5/8 inch plywood (not flake-board or particle board) to secure from any intruders. All materials necessary for the securing of said properties will be supplied by the Contractor.

2. All windows easily accessible to the public, including ground level, basement and any higher levels reachable from a fire escape, porch, etc. should be covered with a minimum of 5/8 inch plywood (not flake-board or particle board) anchored with drywall screws a minimum of 2 inches in length and spaced no further than every 8 inches around the perimeter of the covering, with said materials to be supplied by the Contractor.
3. Any out buildings such as, but not limited to; garages, sheds, trash-rooms, etc. should be secured in the same manner outlined in 1 and 2.
4. All alleys and entranceways to the property shall be clean and free of debris that might impede emergency access to the property.
5. Any counter balanced fire escapes shall be chained or secured in a way that they cannot be pulled down and accessed from street level.
6. Other areas at City's discretion.

C. General

1. Work to be completed

The City is seeking a Contractor(s) to help with the removal of excess weeds and/or all materials, including but not limited to trash, garbage, debris of any kind, animal carcasses, feces of any kind and tires from specific properties within the City, some of which may also require securing of said property. These properties will be identified by the Property Maintenance Division and assigned to the contractor(s) on an as needed basis. Before and after digital pictures of each job site assigned time and date stamped under this program shall be forwarded to the Property Maintenance Division three (3) days following the completion of the project.

2. Employees

Personnel shall be required to be uniformly dressed, must perform all work in a quiet and orderly manner and shall not interfere with the safe passage of pedestrian or vehicular traffic.

Property Maintenance Administrator, or his/her designee may impose a penalty as set forth in this specification for any of the following offenses by employees of the Contractor(s) during working hours including, but not limited to:

- a. Under the influence of alcohol or illegal substances
- b. Use of loud, profane, vulgar, or obscene language

- c. Soliciting gratuities or tips from the public for services to be performed as part of this Contract.
- d. Refusal to collect or handle municipal solid waste as herein required.
- e. Wantonly or maliciously damaging or destroying containers or receptacles.
- f. Wantonly or maliciously scattering or spilling of municipal solid waste.
- g. Wanton, willful, or reckless disregard of public safety or sanitary requirements.

City shall have sole decision as to what offenses violate this clause.

IV. PERFORMANCE REQUIREMENTS

A. General

The Contractor(s) shall meet or exceed the performance standards established in this section for labor, securing and disposal services needed for this program. These standards shall correlate with a system of contract deductions against the contractor(s) for failure to meet the standards. The penalty for each category will be applied and deducted from the following monthly invoice if the standard is not met.

B. Performance Guarantees:

In connection with its performance obligations as set forth in this specification, the Bidder is required to make the following performance guarantees.

1. Trash clean-up and/or grass & weed removal contract – The successful Bidder(s) shall finish all work within twenty-four (24) hours of written/verbal notice from the City's Property Maintenance Division, unless it is stated from the Property Maintenance Division that it is an emergency. If the successful Bidder(s) fails to complete the work within twenty-four (24) hours, the contractor shall pay to the City the sum of three hundred dollars (\$300.00) for each and every day thereafter, including Sundays and holidays. The contractor may request an extension in time to complete any/all work but should the Property Maintenance Division deny this extension, the contractor must complete all the work within forty-eight (48) hours of notification. If the work is deemed an emergency from the Property Maintenance Division, all work must be completed the same day as notification is given.
2. Securing contract – All securing of properties must be done the same day that the contractor is notified or the contractor must get approval from the Property Maintenance Division for an extension. Failure to do so will result

in defaulting in this contract and allow the city the right to seek another contractor. If the city incurs a higher cost by bringing in another contractor or by performing the work itself, these charges will be passed on to the successful bidder of this contract.

The contractor must supply the city with a 24 hour contact phone number and the contractor must have a supervisor on site. The city will wait 30 minutes from the time of the phone call but will then move to a secondary contractor while charging any higher costs to the contract holder.

3. The Property Maintenance Division Administrator and/or his or her designee, has the right to waive any penalties in reference to work not completed in a timely manner.

C. Payment for Services:

The Contract Fee charged by the Bidder(s) for the services outlined in this specification, shall be no more than the bid price. This fee shall be bid inclusive of any and all costs.

Contractor(s) shall invoice the City monthly and request compensation for work completed within the billing period. The invoice should contain a breakdown of all labor and materials per property. There should be no fee listed on the invoice that does not refer specifically to a property.

If the City fails to make any payments due to the contractor(s) for services and expenses within 45 days after receipt of each properly documented and authorized invoice, the amounts due to the Contractor(s) will increase at the rate of 1 ½ % per month from said 45th day.

D. Defaults and Remedies:

The following events of default will affect each of the parties involved in this Contract.

- (1) An assignment or proposed assignment by the Contractor(s) for the benefit of creditors or a composition agreement with all or a material part of its creditors; or the appointment of a trustee, receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, for the Contractor(s) or any of its assets or revenues; or any proceeding commenced in liquidation, bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency, local, state or federal, by or against the Contractor(s).
- (2) Failure to satisfy the commencement requirements set forth in this specification within ten (10) days of the notice to proceed date.

- (3) Failure to perform any material obligation under the terms of the specification.

In the Event of default the amount of the Performance Bond will be forfeited to the City and the City may immediately terminate the Contract.

E. Insurance Requirements:

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.

WORKER'S COMPENSATION AND PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The status of the Contractor in the work to be performed by him/her is that of any independent Contractor and as such, he/she 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/she 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/her 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/her from claims under workers' 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 \$500,000 per occurrence and \$1,000,000 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.

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.

Insurance policy may not contain any exclusion for XCU (excavation, collapse and underground blasting or handling), handling of contaminated material or any other environmental exclusion.

F. Indemnification:

To the fullest extent permitted by Laws and Regulations, Contractor(s) shall indemnify and hold harmless the City against all claims, costs, losses, and damages (including but not limited to all fees and charges of attorneys, and all court costs) arising out of or relating to the performance of the work, provided that any such claim, cost, loss, or damage:

1. Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and
2. Is caused in whole or in part by any negligent act or omission of Contractor(s), any subcontractor(s), any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of any individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

G. Equal Employment Opportunity:

1. Supervision of Workers

The Contractor(s) shall maintain a local office within thirty (30) miles of the City of Reading with telephone service from 8 a.m. to 4 p.m. Monday to Friday.

The Contractor(s) shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the Contractor(s) to accept and act upon all directives issued by the City. Failure for the supervisor to resolve said directives shall be sufficient cause to give notice that the Contractor(s) is in default of the contract.

2. Equal Employment

During the performance of this Contract, the Contractor(s) agrees as

follows:

The Contractor(s) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor(s) will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age 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(s) 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(s) will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor(s), state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor(s) will send to each labor union or representative of workers with which the Contractor(s) has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representatives of the Contractor(s), 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 the Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor(s) may be declared ineligible for further City contracts.

3. 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.

H. 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.

I. Permits / Licenses:

The Contractor(s) shall, at their own 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(s) shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract. The Contractor(s) shall be responsible for conducting operations in accordance with the provisions of such permits or licenses, copies of same to be filed with the City. All drivers must have valid Pennsylvania driver's licenses, of the appropriate class.

J. Observance of Laws, Ordinance and Regulations

The Contractor(s) 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(s) shall comply fully and completely with any and all applicable State and Federal Statutes, rules and regulations as they relate with hiring, wages, and any other applicable conditions of employment.

The Contractor(s) acknowledges that the collection of Municipal Solid Waste is subject to federal, state and local laws, ordinances, rules and regulations, and specifically to the City of Reading's Codified Ordinances and the Commonwealth of Pennsylvania Act 101, the Municipal Waste Planning, Recycling and Waste Reduction Act. The Contractor(s) agrees that all such laws, ordinances, rules and regulations are incorporated into and made part of this Contract as if set forth in full and that any breach thereof by the Contractor(s) shall be deemed a material breach of this Contract.

It shall be the responsibility of the Contractor(s) to be knowledgeable of all requirements and regulations of and to abide by and also to report violations of the City's Ordinance and any amendments thereto.

V. INSTRUCTIONS FOR PREPARING BIDS

A. General:

Bids in response to this bid solicitation shall contain three (3) sections as follows: 1) Bid Forms, 2) Qualifications and Experience and 3) Bond. 4) Qualification Statement and experience.

B. Qualifications and Experience:

The Bidder(s) shall include a summary of firm's general qualifications, background, number of employees, office locations, etc. which is pertinent regarding the labor, securing and disposal contract requested by the City.

C. Instructions for Preparing the Bid:

Each Bid submitted in response to this specification must include the following items in the order in which they are listed:

- (1) Proposer Identification (Form B-1 and B-1A), on which is provided basic background information on the Bidder's organization.
- (2) Bid Form (Form B-2), which constitutes the Bidder's unconditional acceptance of the performance obligations set forth in the specification and which incorporates the Bidder's Bid prices with respect to the following:
 - (a) The hourly price the Bidder(s) will charge for Labor, involved in cleaning of trash (all materials) and/or weeds, including all equipment needed to complete the work assigned,
 - (b) The hourly price the Bidder(s) will charge for labor involved in securing of property, including all equipment needed to complete the work assigned,
 - (c) The hourly rate the contractor will charge for one licensed driver and one licensed trash truck, including disposal fees, one day per week, to collect trash (all materials) from properties assigned, where a roll-off is not needed,
 - (d) The price the Bidder(s) will charge for roll-off rental and per ton disposal fees,
 - (e) The hourly price the Bidder(s) will charge for labor involved in securing of property in emergency situations, including all equipment needed to complete the work assigned,
 - (f) The name and location of the disposal facility to be used by the Bidder(s).
- (3) A certified copy of the appropriate portions of Company by-laws or resolution vesting such authority in the signatory of the letter must be attached.
- (4) Statement of Bidders Qualifications (Form B-3), on which to provide basic information on organization.
- (5) Bid Bond (Form B-4).
- (6) Completed Non-Collusion Affidavit (Form B-5)
- (7) A signed agreement with, or commitment letter from, a qualified surety company or United States Bank obligating that company or United States Bank to furnish a performance bond, payment bond or irrevocable Letter of Credit consistent with the requirements of this specification.

- (8) Certificate of Insurance meeting the requirements, as outlined in this specification.

D. Bid Forms:

Blank Qualifications and Bid Forms are provided for your use.

VI. DEFINITIONS

Wherever in the Contract Documents, the following terms or pronouns used in their stead occur, they shall have the meaning here given:

ACT 101: Shall mean the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act.

City: Shall mean the City of Reading, Berks County, Pennsylvania or that person designated as the duly Authorized representative of the City of Reading with offices located at 815 Washington St., Reading, Pennsylvania.

Contractor: The person, partnership or corporation providing labor and/ or disposal services under this contract.

Contract Documents: Shall mean the Contract Agreement, Information for Bidders, Bid Forms, Bid Bond, Contractors Performance and Payment Bond, General Provisions, Special Provisions, Specifications, and any Addenda, Change Orders and Supplemental Agreements.

Notice to Proceed: A written notice given by the City to the Contractor for fixing the date on which the contract will commence.

Form B - 1

CITY OF READING, PENNSYLVANIA

REQUEST FOR BIDS

Labor and Disposal SERVICES

BIDDER IDENTIFICATION

Name of Bidder: _____

Post Office Address: _____

Telephone Number: _____

The Bidder is a (check whichever applies):

_____ Corporation _____ Partnership _____ Joint Venture

1. If a Corporation:

A. State and County of Incorporation:

B. Date of Incorporation:

C. Federal Tax Identification Number:

D. Name and Titles of Corporate Officers:

E. Chief Executive Officer if not named: _____

Form B - 1

CITY OF READING, PENNSYLVANIA

REQUEST FOR BIDS

Labor and Disposal Services

BIDDER IDENTIFICATION

2. If a Partnership:

A. Date and place of formation:

B. Attach names of all general and limited partners.

C. Name of person who acts as chief executive:

3. If a Joint Venture:

A. Name of Joint Venture partner which will exercise management control of the Joint Venture:

B. Name of person who acts as chief executive:

C. Attach copy of Joint Venture Agreement

D. For each entity party to the Joint Venture Agreement, provide the information requested on Business Bid Form B-1A:

* Attach additional sheets as necessary

4. During the last three years, has either the Bidder, or in the case of a partnership, any general partner, or in the case of a Joint Venture, any party to the Joint Venture Agreement, been in default of any contract obligations? _____

B – 1A

CITY OF READING, PENNSYLVANIA

REQUEST FOR BIDS

Labor and Disposal Services

IDENTIFICATION OF GENERAL PARTNER AND JOINT VENTURE PARTNERS

Name of Bidder:

Post Office Address:

Telephone Number:

Organization Status:

(i.e., Corp., Partnership, etc.)

Chief Executive Officer:

Principal Owners, officers, and general partners:

Date and place of formation:

Form B - 2

CITY OF READING, PENNSYLVANIA

REQUEST FOR BIDS

Labor and Disposal Services

BID FORMS

A. Bid Forms

Bid Item #	Annual Fee		
	Labor and Disposal Hourly Rate	Roll-Off (15 Cubic Yard) Rental Fee	Per Ton Disposal Fee
Bid Item # 1			
Bid Item # 2			
Bid Item # 3			
Bid Item # 4			
Bid Item # 5			

Bid Item # 1 – Labor for All Materials Including Snow/Ice Removal

Bid Item # 2 – Labor for Securing Properties

Bid Item # 3 – Disposal of all Materials for Cleanups with Roll-off

Bid Item # 4 – Roll off Rental and Disposal Fees

Bid Item # 5 – Labor for Securing Properties in Cases of Emergency

Disposal site to be used for the life of this Contract: _____

Bidder: _____

By: _____
(Authorized Representative)

(Date)

Title

Form B - 3

CITY OF READING, PENNSYLVANIA

REQUEST FOR BIDS

Labor and Disposal Services

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clean 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 this business under your present firm or trade name? _____
6. Contracts on hand: (Schedule these, 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, stating the approximate cost of each, and the month and year completed.

10. List your major equipment available for this contract.

Form B - 3

11. Experience in work similar in importance to this project, contact person, and phone number.

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

13. Credit available: \$ _____

14. Given 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 Resources, 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."

Form B - 3

18. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the "City of Reading" in verification or 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. (A copy of the Certificate of Insurance, meeting the requirements of this specification, must be submitted prior to contract award.)

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: _____

State of: _____)
_____) ss.

County of: _____)

_____, being duly sworn,

deposes and says that he is _____

of _____, and that the answers
(Name of Organization)

to the foregoing questions and all statements therein contained are true and correct.

subscribed and sworn to before me this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

Form B - 4

CITY OF READING, PENNSYLVANIA

FORM OF BID BOND

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

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

_____ a corporation organized and

existing under laws of the _____ of _____, as Surety

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

_____ as Obligee (the

"Obligee"), as hereinafter set forth, in the full and just sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal herewith is submitting a bid to the Obligee to perform the _____ Work in connection with the construction of _____

_____ pursuant to plans, specifications and other documents constituting the Contract Documents which are incorporated into said Bid by reference (the "Contract Documents"), as prepared by the Division of Codes, City Hall, 8th & Washington Streets, Reading, PA 19601.

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

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

Form B - 4

The Principal and the Surety agree to pay to the Obligee the difference between the amount of said Bid, as accepted by the Obligee, and any higher amount for which the required work shall be contracted for by the Obligee, together with any additional advertising costs, architect's fees, legal fees and any all other fees and expenses incurred by the Obligee by reason of the failure of the Principal to enter into such Agreement with the obligee, or to furnish such Contract Bonds, or to furnish evidence of effectiveness of such insurance coverage; Provided, however, that (1) the obligation of the Surety shall not exceed the stated principal amount of this Bond; and (2) if the Obligee should not procure an executed contract with any other person for the performance of the work contemplated in said Bid, as accepted by the Obligee, 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 bids or bidders may be withdrawn, whether because of the lack of other bids, or because of the inability or refusal of any other bidder to enter into an appropriate contract, or because the cost under any higher bid would be greater than the Obligee shall determine, in its sole discretion, that it can afford, then the Principal and the Surety agree to pay to the Obligee 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:

Form B - 4

By: _____ (Seal)
(Partner) Witness:

Witness:

By: _____ (Seal)
(Partner)

By: _____ (Seal)
(Partner)

By: _____ (Seal)
(Partner)

(Corporation Principal)

Name of Corporation

By: _____
(Officer or Auth. Rep.)

Title: _____

Attest:

By: _____

Title: _____

Form B - 4

(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.

Form B - 5

CITY OF READING, PENNSYLVANIA

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.

Form B - 5

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

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

- (1) He / She is _____ of
(Owner, Partner, Officer, Representative or Agent)
_____, 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 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 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.

Form B - 5

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

Form B - 6

CITY OF READING, PENNSYLVANIA

CONTRACT

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

THIS AGREEMENT, made and concluded this _____ day of _____, in the year one thousand nine hundred 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; 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.)

Form B - 6

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 _____, or other applicable Director, so to do and to complete the entire work not later than _____ 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 ninety (90) days of receipt of written notice from the Codes Division, 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 One Hundred Dollars (\$100.00) for each and every day thereafter, including Sundays and holidays, that the finishing of the Contract is delayed, which sum shall be construed as stipulated and liquidated damages and not as a penalty and shall be deducted from the amount due by the terms of the Contract; provided, however, that in case of uncontrollable circumstances, the City shall extend the time for completion of said work as provided for in the specifications, 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.

Form B - 6

CITY OF READING

BY: _____
Mayor

ATTEST:

City Clerk

Signed and Sealed in the Presence of

CONTRACTOR

PRESIDENT

SECRETARY

Form B - 7

PERFORMANCE BOND

Know All Men By These Presents that we,

hereinafter called the PRINCIPAL, and _____ 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 Bid, 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 Bid, 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 Bid; and

Form B - 7

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 Bid, 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.

Form B - 7

Attest:

Title: _____

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.

Form B - 8

CITY OF READING, PENNSYLVANIA

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 CITY OF READING, hereinafter called the OBLIGEE, as _____
(owner)
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.

WHEREAS, the PRINCIPAL heretofore submitted to the OBLIGEE a certain Bid,
dated _____, 20____, to perform the WORK for the OBLIGEE, in connection
with the construction of _____

as set forth in the CONTRACT DOCUMENTS; and

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 as and cited as the "Public Works Contractor" 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 Bid, 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 Bid 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

Form B - 8

to the PRINCIPAL in accordance with the Bid, 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 assigns 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 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:

Form B - 8

(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 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 an/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.

If the PRINCIPAL is a foreign corporation (incorporated under the laws other than those of the Commonwealth of Pennsylvania) then further terms and condition 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 Industry, evidencing the payment of all unemployment compensation, contribution, penalties and interest due the Commonwealth from said PRINCIPAL or any foreign corporation,

Form B - 8

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 _____ of _____, 20__.

(Individual PRINCIPAL)

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

Trading and Doing Business as

(Partnership PRINCIPAL)

(Name of Partnership)

Witness: _____

By: _____ (SEAL)

By: _____ (SEAL)

By: _____ (SEAL)

By: _____ (SEAL)

Form B - 8

(Corporation PRINCIPAL)

(Name of Corporation)

By: _____
(Officer or *Authorized Representative)

ATTEST:

By: _____ Title: _____

Title: _____

(Corporate Seal)

Witness:

*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:

_____ **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.

Form B - 9

ACCEPTING PROVISIONS OF THE 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 Assistant Secretary)

For Partnership

(Name of Partnership)

By
_____ (SEAL)

_____ (SEAL)
(Partners)

(Name of Insurance Company)

By _____
Attorney-in-Fact

Form B - 10

CITY OF READING, PENNSYLVANIA

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)

ATTEST:

BY: _____

TITLE: _____

(SEAL)

ATTEST:

BY: _____

TITLE: _____

(CITY OF READING)

BY: _____

TITLE: _____

BY: _____

TITLE: _____

(CONTRACTOR)

BY: _____

TITLE: _____

BY: _____

TITLE: _____

Form B - 11

CITY OF READING, PENNSYLVANIA

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 _____

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, and intending to be legally bound and the said _____ does hereby bind himself/herself, its executors, administrators, heirs and assigns 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 hereby suffer, incur, be put to or pay by reason of any claim of whatever nature and type and howsoever arising out of any action or omission by the said _____ in performance of the aforesaid contract.

EXECUTED this _____ day of _____, 20____. on behalf of _____.

By: _____

Title: _____

ATTEST:

Form B - 12

CITY OF READING, PENNSYLVANIA

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